

2016-0345609

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Recorded in Official Records  
County of Riverside  
Peter Aidana  
Assessor-County Clerk-Recorder



WHEN RECORDED MAIL TO:

City Clerk  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, CA 92522

Planning Case: P15-0488, P15-0489,  
P15-0490

9					R	A	Exam: 110		
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49

COVENANT AND AGREEMENT  
ESTABLISHING NOTIFICATION PROCESS AND RESPONSIBILITY FOR  
WATER QUALITY MANAGEMENT PLAN IMPLEMENTATION AND MAINTENANCE

THIS COVENANT AND AGREEMENT FOR WATER QUALITY MANAGEMENT PLAN IMPLEMENTATION AND MAINTENANCE is made and entered into this 11<sup>th</sup> day of August, 2016, by In-N-Out Burgers, a California corporation ("Declarant"), with reference to the following facts:

A. Declarant is the fee owner of the real property (the "Property") situated in the City of Riverside, County of Riverside, State of California, and legally described in Exhibit "A", which is attached hereto and incorporated within by reference.

B. Declarant has applied to the City of Riverside ("City") for the expansion of Declarant's existing drive-through facility currently in operation at the Property.

C. As a condition of approval and prior to the map recordation and/or issuance of any permits, the City is requiring Declarant to execute and record an agreement stating that the future property owners shall be informed of the requirements to implement and maintain the Best Management Practices ("BMPs") as described in the approved project specific Water Quality Management Plan.

D. Declarant intends by this document to comply with the conditions imposed by the City and to impose upon the Property mutually beneficial restrictions, conditions, covenants and agreements for the benefit of Property.

NOW, THEREFORE, for the purposes of complying with the conditions imposed by the City of Riverside for the approval of Planning Case P15-0488, P15-0489, P15-0490, Declarant hereby declares that the Property is and hereafter shall be held, conveyed, transferred, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the following declarations, limitations, covenants, conditions, restrictions and easements, all of which are imposed as equitable servitudes pursuant to a general plan for the development of the

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Property for the purpose of enhancing and protecting the value and attractiveness of the Property, and each Parcel thereof, in accordance with the plan for the improvement of the Property, and to comply with certain conditions imposed by the City for the approval of P15-0488, P15-0489, P15-0490, and shall be binding and inure to the benefit of each successor and assignee in interest of each such party. Any conveyance, transfer, sale, assignment, lease or sublease made by Declarant of a Parcel of the Property shall be and hereby is deemed to incorporate by reference all the provisions of the Covenant and Agreement including, but not limited to, all the covenants, conditions, restrictions, limitations, grants of easement, rights, rights-of-way, and equitable servitude contained herein.

1. This Covenant and Agreement hereby establishes a notification process for future individual property owners to ensure they are subject to and adhere to the Water Quality Management Plan implementation measures and that it shall be the responsibility of the Declarant, its heirs, successors and assigns to implement and maintain all Best Management Practices (BMPs) in good working order.

2. Declarant shall use its best efforts to diligently implement and maintain all BMPs in a manner assuring peak performance at all times. All reasonable precautions shall be exercised by Declarant, its heirs, successors and assigns, in the removal and extraction of any material(s) from the BMPs and the ultimate disposal of the material(s) in a manner consistent with all relevant laws and regulations in effect at the time. As may be requested from time to time by the City, Declarant, its heirs, successors and assigns shall provide the City with documentation identifying the material(s) removed, the quantity, and disposal destination.

3. In the event Declarant, or its heirs, successors or assigns, fails to undertake the maintenance contemplated by this Covenant and Agreement within twenty-one (21) days of being given written notice by the City, or fails to complete any maintenance contemplated by this Covenant and Agreement with reasonable diligence, the City is hereby authorized to cause any maintenance necessary to be completed and charge the entire cost and expense to the Declarant or Declarant's successors or assigns, including administrative costs, reasonable attorneys fees and interest thereon at the maximum rate authorized by the Civil Code from the date of the notice of expense until paid in full. As an additional remedy, the Public Works Director may withdraw any previous urban runoff-related approval with respect to the Property on which BMPs have been installed and/or implemented until such time as Declarant, its heirs, successors or assigns, repays to City its reasonable costs incurred in accordance with this paragraph.

4. Any person who now or hereafter owns or acquires any right, title or interest in or to any parcel of the Property shall be deemed to have consented and agreed to every covenant, condition, restriction and easement contained herein.

5. In addition, each of the provisions hereof shall operate as covenants running with the land for the benefit of the Property and each Parcel thereof and shall inure to the benefit of all owners of the Parcels thereof, their successors and assigns in interest, and shall apply to and bind each successive owner of each Parcel, their successors and assigns in interest.

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6. The terms of this Covenant and Agreement may be enforced by the City, its successors or assigns, and by any owner, lessee or tenant of the Parcels of the Property. Should the City or any owner, lessee or tenant bring an action to enforce any of the terms of this Covenant and Agreement, the prevailing party shall be entitled to costs of suit including reasonable attorneys' fees.

7. Subject to the prior written approval of the City by its Public Works Director, any provision contained herein may be terminated, modified or amended as to all of the Property or any portion thereof. No such termination, modification or amendment shall be effective until there shall have been executed, acknowledged and recorded in the Office of the Recorder of Riverside County, California, an appropriate instrument evidencing the same including the consent thereto by the City.

IN WITNESS WHEREOF, Declarant has caused this Covenant and Agreement to be executed as of the day and year first written above.

IN-N-OUT BURGERS, a California corporation

By: 

Name: Carl G. Van Fleet

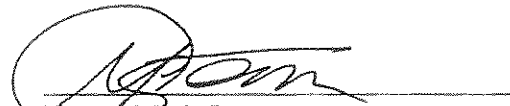
Title: Executive Vice President of Planning and Development

APPROVED AS TO FORM:



Name: Kristi J. Smith  
Deputy City Attorney

APPROVED AS TO CONTENT



Name: Mark Steuer  
Public Works Department:

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

On August 11, 2016, before me, Lori Brazzill, a

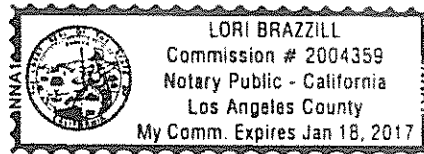
notary public, personally appeared Carl G. Van Fleet, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lori Brazzill  
Signature

(SEAL)



C/A-1345 W

EXHIBIT "A"  
LEGAL DESCRIPTION

PROJECT: P16-0174 LOT CONSOLIDATION  
A.P.N.'S: 230-200-005 & 230-200-015

PARCEL A

THAT CERTAIN REAL PROPERTY LOCATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1 OF CERTIFICATE OF COMPLIANCE FOR PARCEL MAP WAIVER PMW-15-867 RECORDED FEBRUARY 24, 1987 AS INSTRUMENT NO. 50738 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

TOGETHER WITH THE WESTERLY 50 FEET OF LOT 35 OF MADISON PARK, AS SHOWN BY MAP ON FILE IN BOOK 14, PAGES 82 AND 83 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID WESTERLY 50 FEET BEING MEASURED ON THE SOUTHERLY LINE OF SAID LOT 35 AND NORTHEASTERLY LINE OF SAID WESTERLY 50 FEET BEING PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 35:

EXCEPTING THEREFROM THAT PORTION THEREOF LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE;

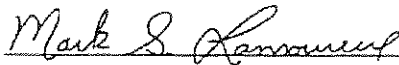
BEGINNING ON THE SOUTHWESTERLY LINE OF SAID LOT 35, DISTANT ALONG SAID SOUTHWESTERLY LINE NORTH 33°41'29" WEST 101.89 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT 35; THENCE NORTH 49°48' 31" EAST 50.38 FEET TO THE NORTHEASTERLY LINE OF SAID SOUTHWESTERLY 50 FEET DISTANT ALONG SAID NORTHEASTERLY LINE OF NORTH 33°41'29" WEST 107.64 FEET FROM THE MOST EASTERLY CORNER OF SAID SOUTHWESTERLY 50 FEET

ALSO EXCEPTING THEREFROM THE SOUTHEASTERLY 4.00 FEET OF THE SOUTHWESTERLY 50.00 FEET OF SAID LOT 35

END OF DESCRIPTION

THE AREA OF THE ABOVE DESCRIBED LEGAL DESCRIPTION CONSISTS OF APPROXIMATELY 27,861 SQUARE FEET.

THIS LEGAL DESCRIPTION WAS PREPARED BY OR UNDER THE DIRECT SUPERVISION OF THE FOLLOWING STATE OF CALIFORNIA PROFESSIONAL LAND SURVEYOR.

  
07-18-2016  
MARK S. LAMOUREUX, P.L.S. 5794  
REGISTRATION EXPIRES 06-30-2018  
MSL JN 14008D



DESCRIPTION APPROVAL:

  
8/11/16  
CURTIS C. STEPHENS, L.S. 7519 DATE  
CITY SURVEYOR

CIA-1345W