

2016-0551726

12/12/2016 12:05 PM Fee: \$ 0.00

Page 1 of 6

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



25-

WHEN RECORDED MAIL TO:

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

Planning Case: P16-0207

9					R	A	Exam: 780		
Page	DA	PCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC
0						2	10	2	
SIZE	NCOR	SMF	NCHG	Fee only for copies					

For Recorder's Office Use Only

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 5th day of December, 2016 by 6030 SC Holdings, LLC ("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 Nissan Parking Lot Expansion - 6030 Sycamore Canyon Blvd. (Design Review/Planning Case No. P16-0207).

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 P16-0207, 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

C/A-1375 W

equitable servitudes pursuant to a general plan for the development of the 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 P16-0207, 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.


C/A-1375 W

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.

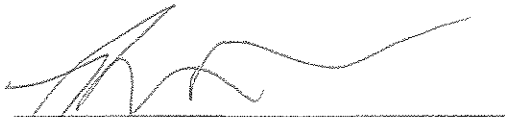
6030 SC Holdings, LLC



Name: David Pedder
Title: Owner

Name:
Title:

APPROVED AS TO FORM:



Name: Ruthann Elder
Deputy City Attorney

APPROVED AS TO CONTENT



Name: Mark Steuer
Public Works Department:

C/A-1375W

CORPORATE RESOLUTION

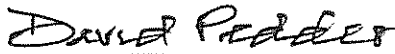

of
6030 SC Holdings, LLC

We, the undersigned, as organized, operating, and existing in the State of California with its' principal place of business at 200 Carriage Circle, Hemet, Ca 92545, (the "Corporation"), here due certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Corporation duly held and convened on 12-5-16, at which a quorum of the Board of Directors was present and voting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

Be it know that David Pedder, as majority Owner, may solely commit and execute all documents and concerns for the responsibilities required of 6030 SC Holdings, LLC..

CERTIFICATE OF SECRETARY

The Secretary of the Corporation hereby certifies that he/she is the duly elected and qualified Secretary of 6030 SC Holdings, LLC and certifies that the above is a true and correct record of the resolution that was duly adopted by the Corporation on 12-5-16.



Secretary



C/A-1375W

EXHIBIT A
Legal Description

The land hereinafter referred to is situated in the City of Riverside, County of Riverside, State of CA, and is described as follows:

Parcels 6 and 88 as shown by Parcel Map 24535, in the City of Riverside, County of Riverside, State of California, on file in Book 162 Pages 84 through 90 of Parcel Maps, Records of Riverside County, California;

Together with that portion of Section 4, Township 3 South, Range 4 West, San Bernardino Base and Meridian, as vacated by resolution recorded June 12, 2001 as Instrument No. 261035 of Official Records of Riverside County, California, described as follows:

Commencing at the most Northerly corner of Parcel 84 of Parcel Map No. 24535 on file in Book 162 Pages 84 through 90 inclusive, of parcel maps, Records of Riverside County, California; thence South 45 degrees 27 minutes 21 seconds East along the Northeasterly line of said Parcel 84, a distance of 35.36 feet to an angle point thereon; thence North 89 degrees 32 minutes 39 seconds East along the North line of said Parcel 84, a distance of 199.36 feet to the beginning of a tangent curve concave to the South, having a radius of 753.00 feet; thence Easterly along said curve to the right through a central angle of 08 degrees 07 minutes 04 seconds, an arc distance of 106.69 feet for the true point of beginning, said point being on the Southwesterly right-of-way line of Box Springs Boulevard as shown on said parcel map, the radial line from said point bears South 07 degrees 39 minutes 43 seconds West; thence North 52 degrees 01 minutes 03 seconds West along said Southwesterly right-of-way line, a distance of 238.97 feet to the beginning of a tangent curve concave to the Northeast, having a radius of 1050.00 feet; thence Northwesterly along said Southwesterly right-of-way line and along said curve to the right through a central angle of 11 degrees 24 minutes 57 seconds, an arc distance of 209.21 feet to an angle point on the East line of Parcel 86 of said parcel map, said point being a point of cusp on a curve concave to the West, having a radius of 1272.82 feet, the radial line from said point bears South 83 degrees 48 minutes 53 seconds west, the radial line from said curve having a radius of 1050.00 feet bears North 49 degrees 23 minutes 55 seconds East; thence Northerly along said curve having a radius of 1272.82 feet to the left through a central angle of 12 degrees 56 minutes 06 seconds, an arc distance of 287.35 feet to an intersection with the Northeasterly right-of-way line of said Box Springs Boulevard, said intersection being a point of cusp on a curve concave to the northeast, having a radius of 950.00 feet, the radial line from said point bears North 64 degrees 51 minutes 43 seconds East, the radial line from said curve having a radius of 1272.82 feet bears South 70 degrees 52 minutes 48 seconds West; thence Southeasterly along said Northeasterly right-of-way line and along said curve to the left through a central angle of 26 degrees 52 minutes 46 seconds, an arc distance of 445.68 feet; thence South 52 degrees 01 minutes 03 seconds East tangent to said curve and along said Northeasterly right-of-way line and along the Southwesterly line of Parcel 88 of Parcel Map, a distance of 521.27 feet to the most Southerly corner of said Parcel 88; thence South 00 degrees 33 minutes 22 seconds East along the East line of said Section 4, a distance of 3.92 feet to a point of cusp on a curve concave to the South, having a radius of 753.00 feet, the radial line from said point bears South 30 degrees 42 minutes 16 seconds West; thence Northwesterly and Westerly along said curve to the left through a central angle of 23 degrees 02 minutes 33 seconds, an arc distance of 302.83 feet to the true point of beginning.

APN: 263-020-079-5
APN: 263-020-021-2
APN: 263-020-033-3
APN: 263-020-054-2

DESCRIPTION APPROVAL:

BY:  12/8/10
DATE

FOR: CURTIS C. STEPHENS, L.S. 7519
CITY SURVEYOR

CIA-1375W