

2017-0040058

01/31/2017 09:47 AM Fee: \$ 30.00

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



WHEN RECORDED MAIL TO:

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

Planning Case: P14-1078

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Page	DA	PCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC
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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 7<sup>th</sup> day of December, 2016, by Iowa/Spruce SR/JP, 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 McDonald's Drive-thru Restaurant located at 2246 Iowa Avenue (Design Review/Planning Case No. P14-1078).

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 P14-1078, 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-1381W

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 P14-1078, 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.

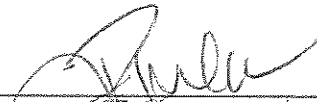
C/A-1381W

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.

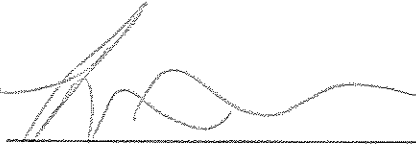
IN WITNESS WHEREOF, Declarant has caused this Covenant and Agreement to be executed as of the day and year first written above.

Iowa/Spruce SR/JP, LLC

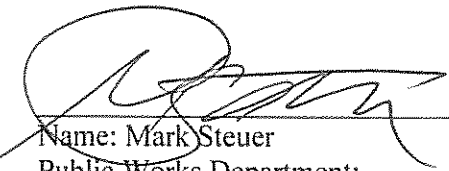
  
Name: Jeffrey Phelam  
Title: Manager

\_\_\_\_\_  
Name:  
Title:

APPROVED AS TO FORM:

  
Name: Ruthann Elder  
Deputy City Attorney

APPROVED AS TO CONTENT

  
Name: Mark Steuer  
Public Works Department:

# 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.

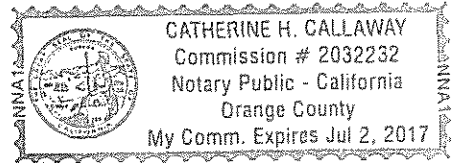
State of California  
County of ORANGE

On December 7, 2016 before me, Catherine H. Callaway, Notary Public  
(insert name and title of the officer)

personally appeared Jeffrey Prekm  
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.



Signature Catherine H Callaway (Seal)

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EXHIBIT "A"  
W.Q.M.P.  
LEGAL DESCRIPTION

BEING A PORTION OF THE PARCEL DESCRIBED IN CERTIFICATE OF COMPLIANCE FOR WAIVER OF PARCEL MAP NUMBER PMW-77-801, RECORDED JULY 15, 1981 AS INSTRUMENT NUMBER 133904, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHEAST ONE QUARTER OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHEAST CORNER OF SAID PARCEL, ALSO BEING ON THE NORTHERLY RIGHT OF WAY OF SPRUCE STREET, THE NORTHERLY HALF WIDTH BEING 44.00 FEET AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 50, PAGE 81 OF RECORDS OF SURVEYS, RECORDS OF SAID COUNTY;

THENCE NORTH 89° 46' 40" WEST , 255.88 FEET ALONG THE SOUTH LINE OF SAID PARCEL AND SAID NORTHERLY RIGHT OF WAY;

THENCE NORTH 47° 25' 05" WEST, 33.83 FEET TO A LINE LYING PARALLEL TO AND 60.00 EAST OF THE CENTERLINE OF IOWA AVENUE AS SHOWN ON SAID RECORD OF SURVEY;

THENCE NORTH 00° 14' 50" WEST, 161.52 FEET ALONG SAID PARALLEL LINE;

THENCE SOUTH 89° 46' 50" EAST, 280.69 FEET TO THE EAST LINE OF SAID PARCEL;

THENCE SOUTH 00° 14' 50" EAST, 184.33 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING;

CONTAINING 1.18 ACRES MORE OR LESS.

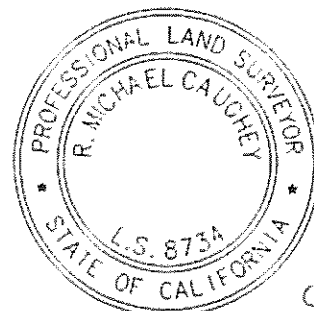
THIS DESCRIPTION AND PLAT WERE CREATED FOR THE PURPOSES OF A WATER QUALITY MANAGEMENT PLAN (W.Q.M.P.) ONLY. THIS DESCRIPTION AND PLAT IS NOT INTENDED TO CREATE A SEPARATE PARCEL OF REAL PROPERTY AND FOR THE PURPOSE OF SALE, LEASE OR FINANCING WOULD BE IN VIOLATION OF THE CALIFORNIA SUBDIVISION MAP ACT AND LOCAL ORDINANCE REGULATING THE DIVISION OF REAL PROPERTY.

THIS DESCRIPTION ALSO BEING SHOWN ON THE ATTACHED EXHIBIT "B" AND THEREBY BEING MADE A PART HEREOF.

THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

R. Michael Caughey  
R. MICHAEL CAUGHEY PLS 8734

11/29/16  
DATE



DESCRIPTION APPROVAL:

BY: [Signature] 12/13/16  
DATE

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

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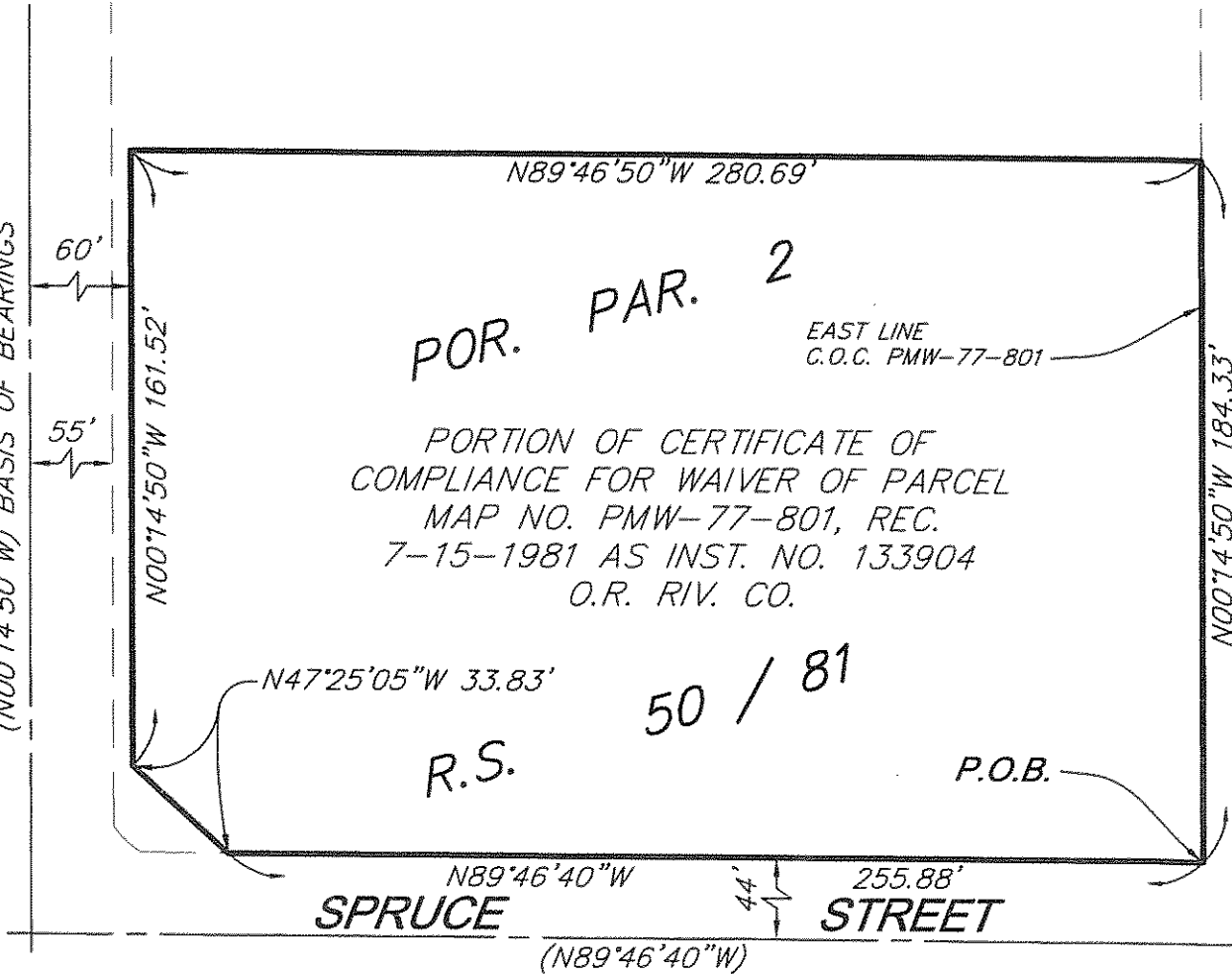
# EXHIBIT "B"

W.Q.M.P.

IOWA AVENUE

(N00°14'50"W) BASIS OF BEARINGS

IOWA



## LEGEND

( ) INDICATES RECORD DATA PER R.S. 50/81

PREPARED UNDER THE SUPERVISION OF:

*R. Michael Caughey*  
R. MICHAEL CAUGHEY, P.L.S. No. 8734

11/29/16  
DATE



1"=50'

# SB&O INC.

PLANNING ENGINEERING SURVEYING  
41689 Enterprise Circle North, Suite 126  
Temecula, Ca. 92590  
951-695-8900  
951-695-8901 Fax

## CITY OF RIVERSIDE

DATE: 11-29-2016

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SB&O JN 71512

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