

WHEN RECORDED MAIL TO:

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

Planning Case: P19-0151

2019-0253251

07/10/2019 03:41 PM Fee: \$ 0.00

Page 1 of 5

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



For Recorder's Office Use Only

080

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 4TH day of July, 2019, by Bountiful Parcel B, LLC, a California Multi-Member 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 construction of a Fitness Mania Located at 8719 Trautwein Rd. PW19-0470.

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 P19-0151, 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 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 P19-0151, 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.

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.

BOUNTIFUL PARCEL B, LLC,
a CALIFORNIA MULTI-MEMBER LLC

✓ Harry Crowell Manager
Name: Harry Crowell
Title: Manager

✓ ~~Mike Fuchs
Name: Mike Fuchs
Title: Assistant Manager~~

✓ APPROVED AS TO FORM:

APPROVED AS TO CONTENT

Anthony Beaumont
Name: Anthony Beaumont
Deputy City Attorney
CITY OF RIVERSIDE

Gilbert Hernandez
Name: Gilbert Hernandez
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 June 4, 2019, before me, Diane J. Kawata, a

notary public, personally appeared Harry C. Crowell, 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.

Diane J. Kawata (SEAL)
Signature

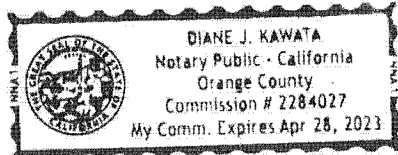


EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL B AS SHOWN ON LOT LINE ADJUSTMENT NO. LL-P08-0321, AS EVIDENCED BY DOCUMENT RECORDED SEPTEMBER 18, 2008 AS INSTRUMENT NO. 2008-0510551 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


THOSE PORTIONS OF PARCELS 4 AND 5 OF PARCEL MAP NO. 34388, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 217, PAGES 92 THROUGH 95, INCLUSIVE, RECORDS OF SAID COUNTY, SAID PORTIONS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL 5, ALSO BEING A POINT ON THE SOUTHEASTERLY LINE OF BOUNTIFUL STREET, AS SHOWN ON SAID PARCEL MAP; THENCE LEAVING SAID SOUTHEASTERLY LINE OF BOUNTIFUL STREET, AND ALONG THE SOUTHERLY LINE OF SAID PARCEL 5 THE FOLLOWING FIVE COURSES: SOUTH 73°52'12" EAST 62.09 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 145.00 FEET; THENCE EASTERLY 43.15 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°03'03" TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5.00 FEET, A LINE RADIAL TO SAID BEGINNING OF REVERSE CURVE BEARS NORTH 00°55'15" WEST; THENCE EASTERLY 6.17 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 70°42'49" TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, A LINE RADIAL TO SAID BEGINNING OF REVERSE CURVE BEARS SOUTH 69°47'34" WEST; THENCE SOUTHEASTERLY 33.31 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 63°36'33"; THENCE SOUTH 83°48'59" EAST 19.38 FEET; THENCE LEAVING SAID SOUTHERLY LINE OF PARCEL 5, NORTH 11°43'35" EAST 57.55 FEET; THENCE SOUTH 78°58'43" EAST 13.11 FEET; THENCE NORTH 76°48'22" EAST 58.52 FEET; THENCE NORTH 12°59'18" WEST 50.79 FEET; THENCE NORTH 43°23'08" EAST 44.91 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 74.47 FEET, A LINE RADIAL TO SAID BEGINNING OF CURVE BEARS NORTH 47°04'48" WEST; THENCE NORTHEASTERLY 21.34 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°25'08" TO A NON-TANGENT LINE; THENCE NORTH 55°21'43" EAST 88.01 FEET ALONG SAID NON-TANGENT LINE; THENCE NORTH 77°39'10" EAST 16.88 FEET; THENCE SOUTH 13°10'31" EAST 192.79 FEET; THENCE NORTH 77°00'17" EAST 63.38 FEET; THENCE NORTH 12°36'09" WEST 206.40 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 5, SAID NORTHERLY LINE ALSO BEING THE SOUTHERLY LINE OF SAID PARCEL 4; THENCE NORTH 77°04'51" EAST 31.96 FEET ALONG SAID SOUTHERLY LINE TO THE SOUTHEAST CORNER OF SAID PARCEL 4; THENCE NORTH 15°18'51" WEST 145.00 FEET ALONG THE EASTERLY LINE OF SAID PARCEL 4 TO THE NORTHERLY LINE OF SAID PARCEL 4, SAID NORTHERLY LINE ALSO BEING THE SOUTHERLY LINE OF SAID BOUNTIFUL STREET; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINES OF SAID PARCELS 4 AND 5, ALSO BEING SAID SOUTHEASTERLY LINE OF BOUNTIFUL STREET, THE FOLLOWING SIX COURSES: SOUTH 65°34'41" WEST 40.01 FEET; THENCE NORTH 80°15'45" WEST 21.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 906.00 FEET, A LINE RADIAL TO SAID BEGINNING OF CURVE BEARS NORTH 27°33'50" WEST, SAID CURVE ALSO BEING CONCENTRIC WITH AND SOUTHEASTERLY 40.00 FEET, MEASURED RADIALLY, FROM THE CENTERLINE OF SAID BOUNTIFUL STREET, AS SHOWN ON SAID PARCEL MAP; THENCE SOUTHWESTERLY 394.79 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°58'00" TO A NON-TANGENT LINE; THENCE SOUTH 00°15'09" WEST 21.32 FEET ALONG SAID NON-TANGENT LINE; THENCE SOUTH 34°27'21" WEST 60.00 FEET; THENCE SOUTH 68°39'33" WEST 21.32 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM 51 PERCENT OF THE OIL, GAS, HYDROCARBON AND MINERAL SUBSTANCES UNDERLYING SAID LAND BELOW 500 FEET FROM THE SURFACE OF THE SAME, WITHOUT THE RIGHT OF SURFACE ENTRY AS RESERVED BY MARY H. TRAUTWEIN, ET AL, IN DEED RECORDED APRIL 29, 1963 AS INSTRUMENT NO. 42998 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 284-250-023-8

DESCRIPTION APPROVAL:

 6/19/19
CURTIS C. STEPHENS, L.S. 7519 DATE
CITY SURVEYOR

CA1419W-5