

WHEN RECORDED MAIL TO:

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

Planning Case: P17-0038

2019-0053342

02/15/2019 01:39 PM Fee: \$ 35.00

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



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 1st day of FEBRUARY, 2019, by DCH California Investments, 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 PW18-0850- Riverside Subaru Showroom, Indiana Avenue, Riverside

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 P17-0038, 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

CA1422-1

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 Case P17-0038, 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.

DCH California Investments, LLC



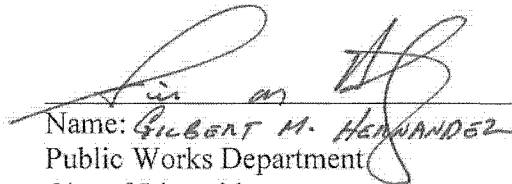
Name: Mark DeBoer
Title: Vice President

APPROVED AS TO FORM:



Name: Ruthann M. Salera
Deputy City Attorney
City of Riverside

APPROVED AS TO CONTENT



Name: Gilbert M. Hernandez
Public Works Department
City of Riverside

ACKNOWLEDGMENT

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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.

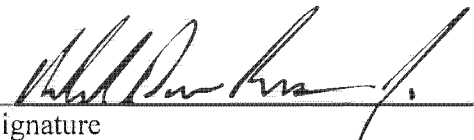
State of Oregon)
County of Jackson)

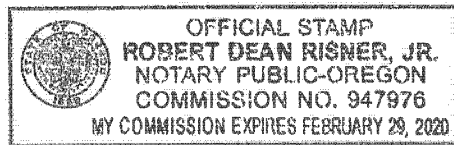
On FEBRUARY 1, 2019, before me, ROBERT DEAN RISNER, JR., a

notary public, personally appeared MARK DEBOER, 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 Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 (SEAL)
Signature



ACKNOWLEDGMENT

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EXHIBIT "A"

LEGAL DESCRIPTION

8069 INDIANA AVENUE

ADMINISTRATIVE PARCEL MERGER NO. LL-008-012

PARCEL "A":

Parcels 3 and 4 of Record of Survey on file in Book 26 at Page 78 thereof, and Parcels 1 and 2d, and the Northeasterly 0.60 feet of Parcel 3 of Record of Survey on file in Book 27 at Page 36 thereof, both being Records of Riverside County, California.

EXCEPTING THEREFROM that portion as conveyed to the City of Riverside by Deed recorded November 6, 1987 as inst. no. 320710, Official Records of Riverside County, California.

The above described parcel of land contains 0.903 acres, more or less.

DESCRIPTION APPROVAL:

BY: [Signature] 1/18/19
DATE

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



2862-782457
11/26/2002 09:00A
2 of 3

EXHIBIT "A"
LEGAL DESCRIPTION

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

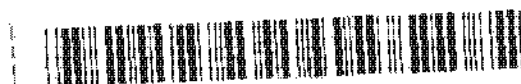
PARCEL A

PARCEL A OF CITY OF RIVERSIDE CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT CASE LL-029-012, PER DOCUMENT RECORDED SEPTEMBER 13, 2002, PER DOCUMENT NO. 2002-509017 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH ALL THAT PORTION OF THE SOUTHWESTERLY HALF OF SUSAN STREET, BEING THAT PORTION OF LOT "A" OF JONES TRACT, AS SHOWN BY MAP ON FILE IN BOOK 24, PAGE 35 OF MAPS AND THAT PORTION OF LOT A OF JONES TRACT NO. 2, AS SHOWN BY MAP OF FILE IN BOOK 25, PAGE 6 OF MAPS, BOTH RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING NORTHWESTERLY OF A LINE THAT IS PARALLEL WITH AND DISTANT 44.00 FEET NORTHWESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF INDIANA AVENUE AS SHOWN BY SAID MAPS AND LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF STATE HIGHWAY ROUTE 91 AS SHOWN BY STATE HIGHWAY RIGHT-OF-WAY MAP VIII-RIV-43-RIV SHEET 14 OF 23 SHEETS, FILED WITH THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA, AND TOGETHER WITH ALL THAT PORTION OF THE NORTHEASTERLY HALF OF SUSAN STREET (VACATED), BEING THAT PORTION OF LOT A OF JONES TRACT, AS SHOWN BY MAP ON FILE IN BOOK 24, PAGE 35 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING NORTHWESTERLY OF A LINE THAT IS PARALLEL WITH AND DISTANT 44.00 FEET NORTHWESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF INDIANA AVENUE AS SHOWN BY SAID MAPS AND LYING SOUTHEASTERLY OF A LINE PERPENDICULAR TO THE CENTERLINE OF SAID SUSAN STREET (LOT A) WHICH PASSES THROUGH THE MOST WESTERLY CORNER OF LOT 15 OF SAID JONES TRACT.

DESCRIPTION APPROVAL:

BY: *R. Stephens* 1/10/19
 DATE

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



2014-0395989
 10/17/2014 02:29P
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EXHIBIT "A"
LEGAL DESCRIPTION

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

ALL THAT PORTION OF THE NORTHEASTERLY HALF OF SUSAN STREET, BEING THAT PORTION OF LOT A OF JONES TRACT, AS SHOWN BY MAP ON FILE IN BOOK 24, PAGE 35 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING NORTHWESTERLY OF A LINE THAT IS PARALLEL WITH AND DISTANT 44.00 FEET NORTHWESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF INDIANA AVENUE AS SHOWN BY SAID MAP AND LYING SOUTHEASTERLY OF A LINE PERPENDICULAR TO THE CENTERLINE OF SAID SUSAN STREET (LOT A) WHICH PASSES THROUGH THE MOST WESTERLY CORNER OF LOT 15 OF SAID JONES TRACT.

DESCRIPTION APPROVAL:

BY: [Signature] 1/18/19
DATE

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



[Signature]



SCALE: 1"=60'

EXHIBIT PREPARED BY: BERNIE MAYER - SITETECH, INC.
ADDRESS: 8061 CHURCH STREET
HIGHLAND, CA 92346, P.O. BOX 592
PHONE NUMBER: (909) 864-3180

LOT 16

LOT 15

LOT 17

LOT 18

91 FREEWAY

N 55°30'30" E 197.55'

N 34°00'30" W 67.69'

N 55°59'30" E 33.00'

N 34°00'30" W 64.00'

JONES TRACT
MAP BOOK
24/35

SUSAN STREET
(VACATED)

QUITCLAIM DEED REC.
9/23/2014 AS DO.
NO. 2014-0359919,
O.R. RIV. CO., CA

N 59°03'10" E 87.83'

A.P.N. 231-154-016

PARCEL 1

N 34°00'00" W 134.67'

PARCEL 2

R.S. - 96/78

PARCEL 3

N 59°03'10" E 212.60'

A.P.N. 231-154-014

PARCEL 4

N 56°00'00" E 65.30'

N 34°00'00" W 146.00'

R.S. - 27/36

PARCEL 2

PARCEL 1

N 56°00'00" E 277.60'

INDIANA AVENUE

91

SUSAN AVENUE

JEFFERSON ST

INDIANA MOTOR CIRCLE

AUTO DRIVE

ADAMS STREET



VICINITY MAP

NO SCALE

THOMAS BROS. MAP: PG. 715, SEC. C-4

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CA 1422-8