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City Clerk  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522  
  
Project: MP-001-978

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COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS  
PROHIBITING THE STORAGE OF HAZARDOUS MATERIALS

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THIS COVENANT AND AGREEMENT is made and entered into this 12<sup>th</sup> day of MAY, 1998, by Charles L. Smith and Joann Smith, Trustees of the Smith Family Trust Dated May 7, 1982 ("Declarant (s)"), with reference to the following facts:

A. Declarant (s) are the fee owners of the real property located in the City of Riverside, County of Riverside, State of California, and described as follows:  
"SEE ATTACHED EXHIBIT A"

B. Declarant (s) have applied to the City of Riverside for a building permit for a miniwarehouse.

C. Declarant (s) agree that any and all storage of Hazardous Materials by Declarant shall strictly comply with all applicable Environmental Laws.

D. Hazardous Materials. As used in this agreement, the term "hazardous material" shall mean any hazardous or toxic substance, material or waste that is or becomes regulated by the United States, the State of California or any local government authority having jurisdiction over the Premises. Hazardous material includes:

1. Any "hazardous substance," as that term is defined in the Comprehensive Environment Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code Sections 9601-9675);

2. "Hazardous waste," as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) (42 United States Code Sections 6901-6992k);

CLA 608

3. Any pollutant, contaminate, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders imposing liability or standards of conduct concerning any hazardous, dangerous or toxic waste, substance, or material, now or hereafter in effect);

4. Petroleum products;

5. Radioactive material, including any source, special nuclear, or by-product material as defined in 42 United States Code Sections 2011-2297g-4;

6. Asbestos in any form or condition; and,

7. Polychlorinated biphenyls (PCBs) and substances or compounds containing PCBs.

E. As a condition to the approval by the Planning Department of the City of Riverside of the plans for the miniwarehouse, Declarant(s) must record a covenant and agreement stating the storage of hazardous materials will be limited as set forth in the environmental laws of the United States, the State of California and Chapter 19.36.020(2) (K) 1(a) and (b) of the Riverside Municipal Code.

NOW, THEREFORE, for the purpose of complying with a condition of approval for the issuance of a building permit for a miniwarehouse imposed by the Planning Department of the City of Riverside and restricting the storage of hazardous materials in the miniwarehouse, Declarant(s) hereby covenant and agree with the City of Riverside that the following uses and restrictions shall apply to the Property:

1. Declarant(s) agree that they shall not store any hazardous materials as defined above in Provision D, and shall strictly comply with all applicable environmental laws.

2. Declarant(s) agree to limit the miniwarehouse to the storage of goods, materials, personal effects and recreational vehicles, subject to an approved MP Plot Plan and subject to compliance with the provisions of the Riverside Municipal Code which prohibits the storage of the following materials:

(a) Bulk storage of inflammable or explosive matter or material; and

(b) Storage of matter or materials which creates obnoxious dust, odor or fumes.

3. The terms of this Covenant and Agreement and

Declaration of Restrictions may be enforced by the City of Riverside, its successors and assigns. Should the City of Riverside bring an action to enforce any of the terms of this Covenant and Agreement and Declaration of Restrictions, the prevailing party shall be entitled to court costs, including reasonable attorneys' fees.

4. This Covenant and Agreement and Declaration of Restrictions shall run with the land and each and all of its terms shall be binding upon Declarants, their heirs, successors and assigns, and shall continue in effect until such time as released by the Planning Director of the City of Riverside, California, by a writing duly recorded.

IN WITNESS WHEREOF Declarants have caused this Covenant and Agreement to be executed the day and year first above written.

Charles L. Smith Trustee  
Charles L. Smith, Trustee of The Smith Family Trust Dated May 7, 1982.

Joann Smith Trustee  
Joann Smith, Trustee of The Smith Family Trust Dated May 7, 1982.

Charles L. Smith  
Charles L. Smith

Joann Smith  
Joann Smith

Approved as to Content:  
Craig Aaron  
Planning Department

Approved as to Form:  
Kathleen M. Berger  
Assistant City Attorney

State of California )  
County of Riverside )se

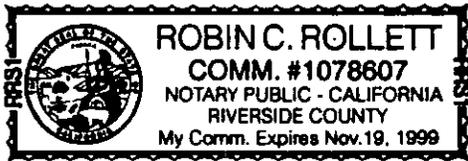
On May 12th, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared

Charles L. Smith

personally known to me (or 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.

WITNESS my hand and official seal.

Robin C Rollett  
Signature



State of California )  
County of Riverside )se

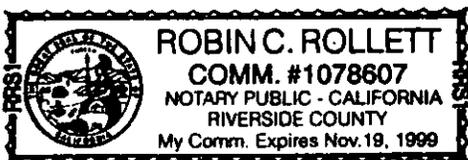
On May 12th, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared

JoAnn Smith

personally known to me (or 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.

WITNESS my hand and official seal.

Robin C Rollett  
Signature



## "EXHIBIT A"

PARCEL 9, A PORTION OF PARCEL 10, PARCEL 11 AND PARCEL 12 OF PARCEL MAP 23178 AS SHOWN BY MAP ON FILE IN BOOK 158 OF PARCEL MAPS AT PAGES 20 THROUGH 22, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF PARCEL 11 OF PARCEL MAP NO. 4806 AS SHOWN BY MAP ON FILE IN BOOK 7 OF PARCEL MAPS AT PAGES 8 THROUGH 12, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHEASTERLY CORNER OF SAID PARCEL 9, SAID CORNER BEING ON A LINE PARALLEL WITH AND DISTANT 33.00 FEET SOUTHWESTERLY AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF NORTHROP DRIVE, SAID CORNER ALSO BEING ON THE WESTERLY LINE OF PARCEL "C" OF CERTIFICATE OF COMPLIANCE RECORDED MARCH 12, 1997 AS INSTRUMENT NO. 082505, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

**THENCE** SOUTH  $62^{\circ}44'18''$  EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 95.00 FEET;

**THENCE** SOUTH  $22^{\circ}44'20''$  WEST, A DISTANCE OF 205.74 FEET, TO THE NORTHEASTERLY CORNER OF SAID PARCEL 10;

**THENCE** SOUTH  $02^{\circ}06'45''$  WEST, ALONG THE EASTERLY LINE OF SAID PARCEL 10, A DISTANCE OF 29.51 FEET;

**THENCE** NORTH  $87^{\circ}53'26''$  WEST, A DISTANCE OF 189.93 FEET, TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 10;

**THENCE** SOUTH  $16^{\circ}15'18''$  WEST, ALONG THE WESTERLY LINE OF SAID PARCEL 10 AND THE EASTERLY LINE OF SAID PARCEL 12, A DISTANCE OF 56.69 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE, SAID ANGLE POINT BEING THE SOUTHEASTERLY CORNER OF SAID PARCEL 12 AND THE NORTHEASTERLY CORNER OF SAID PARCEL 11;

**THENCE** SOUTH  $09^{\circ}22'21''$  EAST, CONTINUING ALONG THE WESTERLY LINE OF SAID WESTERLY LINE AND THE EASTERLY LINE OF SAID PARCEL 11, A DISTANCE OF 240.44 FEET TO THE POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF GRUMMAN DRIVE (33.00 FOOT HALF WIDTH), SAID RIGHT OF WAY LINE BEING A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 783.00 FEET, A RADIAL LINE AT SAID POINT OF INTERSECTION BEARS SOUTH  $09^{\circ}22'21''$  EAST;

**THENCE** WESTERLY, ALONG SAID CURVE HAVING A RADIUS OF 783.00 FEET, SAID NORTHERLY RIGHT OF WAY LINE AND THE SOUTHERLY

LINE OF SAID PARCEL 11, THROUGH A CENTRAL ANGLE OF  $14^{\circ}56'17''$ , AN ARC LENGTH OF 204.14 FEET TO AN ANGLE POINT THEREIN, A RADIAL LINE AT SAID ANGLE POINT BEARS SOUTH  $24^{\circ}18'38''$  EAST;

THENCE NORTH  $71^{\circ}20'08''$  WEST, A DISTANCE OF 32.72 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF EARHART WAY (33.00 FOOT HALF WIDTH);

THENCE NORTH  $28^{\circ}21'39''$  WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE WESTERLY LINE OF SAID PARCELS 11 AND 12, A DISTANCE OF 286.52 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH  $13^{\circ}53'12''$  EAST, A DISTANCE OF 33.72 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF MISSION GROVE PARKWAY SOUTH (50.00 FOOT HALF WIDTH), SAID RIGHT OF WAY LINE BEING A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1050.00 FEET, A RADIAL LINE AT SAID POINT OF INTERSECTION BEARS NORTH  $31^{\circ}24'01''$  WEST;

THENCE NORTHEASTERLY, ALONG SAID CURVE HAVING A RADIUS OF 1050.00 FEET, SAID SOUTHEASTERLY RIGHT OF WAY LINE AND THE NORTHWESTERLY LINES OF SAID PARCELS 12 AND 9, THROUGH A CENTRAL ANGLE OF  $28^{\circ}17'55''$ , AN ARC LENGTH OF 518.00 FEET TO AN ANGLE POINT THEREIN, A RADIAL LINE AT SAID ANGLE POINT BEARS NORTH  $59^{\circ}41'56''$  WEST;

THENCE NORTH  $75^{\circ}00'51''$  EAST, A DISTANCE OF 33.72 FEET, TO THE POINT OF INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID NORTHROP DRIVE (33.00 FOOT HALF WIDTH);

THENCE SOUTH  $62^{\circ}44'18''$  EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 4.2887 ACRES.

DESCRIPTION APPROVAL 5/11/28  
 for Walter R. Love by ---  
 SURVEYOR, CITY OF RIVERSIDE