



WHEN RECORDED MAIL TO:

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

Planning Case: P06-0206, 0207

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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 November, 2007, by LA Magnolia Spectrum, 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 Magnolia Business Center located at the S/W corner of Pierce and Magnolia, Riverside, Ca. and consists of multi light industrial/commercial buildings for commercial and light industrial use.

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 P06-0206, 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

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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 P06-0206, 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.

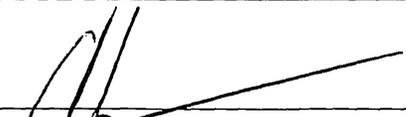
6. The terms of this Covenant and Agreement may be enforced by the City, its successors or assigns, and by any owner, lessee or tenant of the Parcels of the Property. Should the City or any owner, lessee or tenant bring an action to enforce any of the terms of this Covenant and Agreement, the prevailing 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.

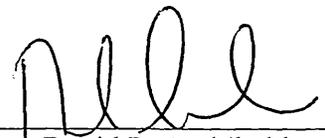
IN WITNESS WHEREOF, Declarant has caused this Covenant and Agreement to be executed as of the day and year first written above.

LA Magnolia Spectrum, LLC

By: Low and Archibald Real Estate Group, Inc., it's Managing Member



Name: Adam Low
Title: President



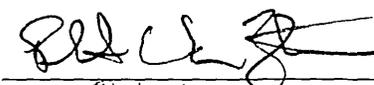
Name: David P. Archibald
Title: Executive Vice President and CFO

APPROVED AS TO FORM:

APPROVED AS TO CONTENT



Name: Kristi J. Smith
Deputy City Attorney



Name: Rob Van Zanten
Public Works Department:

EXHIBIT A
(Legal Description)

“See Attached”



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LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREON IS SITUATED IN THE CITY OF RIVERSIDE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 2;

ALL THAT PORTION OF LOT 3 IN BLOCK 51 OF LANDS OF THE RIVERSIDE LAND AND IRRIGATING COMPANY, AS PER MAP RECORDED IN BOOK 1, PAGE 70 OF MAPS, SAN BERNARDINO COUNTY RECORDS, AND ALL THAT PORTION OF MAGNOLIA AVENUE, AS SHOWN ON SAID MAP OF RIVERSIDE LAND AND IRRIGATING COMPANY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 3; THENCE SOUTH 34°18'30" EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 3, A DISTANCE OF 360.26 FEET TO A POINT ON THE NORTHERLY LINE OF THE LAND FIRST DESCRIBED IN DEED TO SIUTHERN PACIFIC, A CORPORATION, DATED AUGUST 3, 1897, AND RECORDED AUGUST 27, 1897, IN BOOK 45, PAGE 298 OF DEEDS, SAID POINT BEING 50.00 FEET NORTHERLY OF, AND MEASURED AT RIGHT ANGLES TO, THE NORTHERLY LINE OF THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY, A RIGHT OF WAY AD DESCRIBED IN DEED TO RIVERSIDE, SASNTA ANA AND LOS ANGELES RAILWAY COMPANY, DATED SEPTEMBER 6, 1886, AND RECORDED JULY 8, 1887 IN BOOK 63, PAGE 111 OF DEEDS, SAN BERNARDINO COUNTY RECORDS; THENCE SOUTH 67°14' WEST ALONG SAID NORTHERLY LINE OF SAID FIRST DECRIBED IN DEED TO SAID SOUTHERN PACIFIC COMPANY, A CORPORATION , AND PARALLEL WITH AND DISTANT 50.00 FEET NORTHEASTERLY OF, AND MEASURED AT RIGHT ANGLES TO, SAID NORTHERLY LINE OF THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY'S RIGHT OF WAY, A DISTANCE OF 51.03 FEET OT A POINT 50.00 FEET SOUTHWESTERLY OF AND MEASURED AT RIGHT ANGELS TO SAID NORTHEASTERLY LINE OF LOT 3; THENCE NORTH 34°18'30" WEST AND PARALLEL WITH SAID NORTHEASTERLY LINE OF SAID LOT 3, A DISTANCE OF 391.05 FEET TO A POINT IN A LINE PARALLEL WITH AND A DISTANT OF 41.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES TO, THE NORTHWESTERLY LINE OF SAID LOT 3; THENCE NORTH 55°41'30" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 50.00 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY PROLONGATION OF SAID NORTHEASTERLY LINE OF SAID LOT 3; THENCE SOUTH 34°18'30" EAST ALONG SAID NORTHWESTERLY PROLONGATION, A DISTANCE OF 41.00 FEET TO THE POINT OF BEGINNING;

EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS BELOW A DEPTH OF 500 FEET FROM THE SURFACE WITH NO SURFACE RIGHT OF ENTRY TO THE PREMISES, AS RESERVED BY MITWORTH CORPORATION, A CALIFORNIA CORPORATION, ET AL., RECORDED DECEMBER 26, 1967 AS INSTRUMENT NO. 113293.

EXCEPTING THEREFROM THAT PORTION INCLUDED IN MAGNOLIA AVENUE, 132 FEET WIDE AS SHOWN ON SAID MAP OF LAND OF THE RIVERSIDE LAND AND IRRIGATING COMPANY AND RECORDED IN BOOK 1, PAGE 70 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THAT PORTION GRANTED TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, IN GRANT DEED RECORDED FEBRUARY 25, 1985 AS INSTRUMENT NO. 85-37840, OFFICIAL RECORDS.

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TEI Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH: (714) 521-4811 FAX: (714) 521-4173

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PARCEL 3:

ALL THAT PORTION OF LOT 2 IN BLOCK 51 OF [LANDS] OF RIVERSIDE LAND AND IRRIGATING COMPANY, AS SHOWN BY MAP RECORDED IN BOOK 1, PAGE 70 OF MAPS, SAN BERNARDINO COUNTY RECORDS, LYING NORTHERLY OF A [50] FOOT RIGHT OF WAY AS GRANTED TO SOUTHERN PACIFIC COMPANY BY DEED RECORDED AUGUST 27, 1897 IN BOOK 45, PAGE 298 OF DEEDS.

EXCEPT THAT PORTION CONVEYED TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED MAY 5, 1949 AS INSTRUMENT NO. 512, OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION CONVEYED TO THE SOUTHERN CALIFORNIA GAS COMPANY BY DEED RECORDED AUGUST 9, 1956 AS INSTRUMENT NO. 55730, OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION CONVEYED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED DECEMBER 13, 1984 AS INSTRUMENT NO. 266623, OFFICIAL RECORDS.

PARCEL 4:

ALL THAT PORTION OF LOT 1 IN BLOCK 51 OF LANDS OF RIVERSIDE LAND AND IRRIGATING COMPANY, AS SHOWN BY MAP RECORDED IN BOOK 1, PAGE 70 OF MAPS, SAN BERNARDINO COUNTY RECORDS, LYING NORTHERLY OF A 50 FOOT RIGHT OF WAY AS GRANTED TO SOUTHERN PACIFIC COMPANY BY DEED RECORDED AUGUST 27, 1897 IN BOOK 45, PAGE 298 OF DEEDS, AND SOUTHWESTERLY OF A LINE BEGINNING ON THE NORTHWESTERLY LINE OF LOT 1 OF SAID BLOCK 51 AT A POINT 430.83 FEET SOUTHWESTERLY FROM THE MOST NORTHERLY CORNER THEREOF; THENCE SOUTH 34°17' EAST, PARALLEL TO THE SOUTHEASTERLY LINE OF LOT 1, TO THE RIGHT OF WAY GRANTED TO SOUTHERN PACIFIC COMPANY BY THE ABOVE MENTIONED DEED.

EXCEPT THOSE PORTIONS CONVEYED TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED MAY 5, 1949 AS INSTRUMENT NO. 512 AND DECEMBER 13, 1984 AS INSTRUMENT NO. 266623, OFFICIAL RECORDS.



PARCEL 5:

ALL THAT PORTION OF LOT 1 IN BLOCK 51 OF LANDS RIVERSIDE LAND AND IRRIGATING COMPANY, AS SHOWN BY MAP RECORDED IN BOOK 1, PAGE 70 OF MAPS, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 1, SOUTH 55°42' WEST, 208.71 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE, 222.12 FEET; THENCE SOUTH 34°17' EAST, PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT, TO A POINT ON THE NORTHWESTERLY LINE OF THE RIGHT OF WAY AS GRANTED THE SOUTHERN PACIFIC COMPANY, BY DEED RECORDED AUGUST 27, 1897 IN BOOK 45, PAGE 298 OF DEEDS; THENCE NORTH 65°15' EAST, ALONG THE NORTHWESTERLY LINE OF SAID RIGHT OF WAY TO A POINT 213.1 FEET, MORE OR LESS, ALONG SAID RIGHT OF WAY FROM THE NORTHEASTERLY LINE OF LOT 1, SAID POINT ALSO BEING THE INTERSECTION OF SAID NORTHWESTERLY LINE OF RIGHT OF WAY WITH A LINE PARALLEL TO AND AT RIGHT ANGLES A DISTANCE OF 208.71 FEET FROM THE NORTHEASTERLY LINE OF LOT 1, SAID 208.71 FEET MEASURED ON THE NORTHWESTERLY LINE OF LOT 1; THENCE NORTH 34°17' WEST, ALONG SAID PARALLEL LINE, [588.22] FEET TO THE POINT OF BEGINNING.

EXCEPT THOSE PORTIONS CONVEYED TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED MAY 5, 1949 AS INSTRUMENT NO. 512 AND DECEMBER 13, 1984 AS INSTRUMENT NO. 266623, OF OFFICIAL RECORDS.

PARCEL 6:

ALL THAT PORTION OF LOT 1 BLOCK 51 OF LANDS OF RIVERSIDE LAND AND IRRIGATING COMPANY, AS SHOWN BY MAP RECORDED IN BOOK 1, PAGE 70 OF MAPS, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 1, BLOCK 51 OF LANDS OF RIVERSIDE LAND AND IRRIGATING COMPANY, THENCE RUNNING SOUTH 55°42' WEST ON THE NORTHWESTERLY LINE OF SAID LOT, 208.71 FEET; THENCE SOUTH 34°17' EAST, PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT, 588.22 FEET TO THE NORTHWESTERLY LINE OF THE RIGHT OF WAY AS GRANTED THE SOUTHERN PACIFIC COMPANY, BY DEED RECORDED AUGUST 27, 1897 IN BOOK 45, PAGE 298 OF DEEDS; THENCE NORTH 67°15' EAST, ALONG THE NORTHWESTERLY LINE OF SAID 50 FOOT RIGHT OF WAY, 213.1 FEET, MORE OF LESS, TO THE INTERSECTION OF THE NORTHEASTERLY LINE OF SAID LOT 1; THENCE NORTH 34°17' WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT 1 TO THE TRUE POINT OF BEGINNING.

EXCEPT THOSE PORTIONS CONVEYED TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED MAY 5, 1949 AS INSTRUMENT NO. 512 AND DECEMBER 13, 1984 AS INSTRUMENT NO. 266623, OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF RIVERSIDE BY DEED RECORDED AUGUST 15, 1980 AS INSTRUMENT NO. 148574, OFFICIAL RECORDS.

DESCRIPTION APPROVAL
Mark S. Brown
DATE 11/6/07
MARK S. BROWN
CITY SURVEYOR



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