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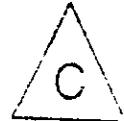
City Clerk  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522

JUL 29 1996

Recorded in Official Records  
of Riverside County, California  
Recorder  
Page 8 18

Project: Zoning Case CU-013-634

COVENANT AND AGREEMENT  
REGARDING TRIP REDUCTION PLAN



THIS COVENANT AND AGREEMENT is made and entered into this \_\_\_  
day of May 22, 1996, by RIVERSIDE COMMUNITY HOSPITAL, a  
nonprofit corporation ("Declarant"), with reference to the following facts:

A. Declarant is the fee owner of the real property (the "Property") located in the City of Riverside, County of Riverside, State of California, and described on Exhibit "A" attached hereto. The address of the building to be constructed on the Property will be 4640 Brockton Avenue ("Building Site").

B. As Condition of Approval #19 for Zoning Case CU-013-634, the City of Riverside (the "City") required Declarant to submit to City a trip reduction plan ("Reduction Plan") demonstrating a minimum 6.5% reduction in work trips associated with the Building Site. City agrees, however, that such condition need not be satisfied so long as less than 100 persons are employed at the Building Site.

C. City and Declarant now desire to enter into this Agreement to confirm that compliance with the Reduction Plan will not be necessary so long as less than 100 persons are employed at the Building Site pursuant to Riverside Municipal Code Section 19.79.040, and to provide a mechanism to monitor any material employment changes on the Building Site.

COVENANT AND AGREEMENT

NOW, THEREFORE, for good and valuable consideration, in view of the foregoing Recitals, Declarant hereby agrees as follows:

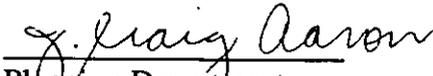
1. Declarant covenants that, under current plans, less than 100 persons will be employed at the Building Site.

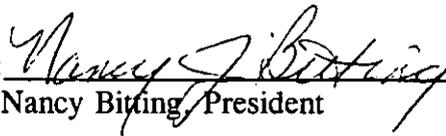
2. By its acceptance and recording of this Agreement, City agrees that, pursuant to Riverside Municipal Code Section 19.79.040, so long as less than 100 persons are employed at the Building Site, Declarant will not be required to comply with the Reduction Plan.
3. If at any future date 100 or more persons are employed at the Building Site, Declarant agrees to comply or cause compliance with City's then-existing requirements regarding trip reduction plans under the Riverside Municipal Code.
4. On or before July 1 of each year commencing in 1997, Declarant or Declarant's successor-in-interest as fee owner of the Property shall file a statement with the City Planning department (referencing Zoning Case CU-013-634) certifying the actual number of persons employed by the occupant(s) of the Building Site in order that the City may determine compliance with Section 19.79.010 et. seq. of the Riverside Municipal Code as imposed by such Condition #19 described in Recital B above.
5. Any person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property shall be subject to, and shall be deemed to have consented and agreed to, and every covenant, condition, and restriction contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.
6. The terms of this Covenant and Agreement may be enforced by the City or by any owner of the Property. Should the City or any owner bring an action to enforce the terms of this Agreement, the prevailing party shall be entitled to costs of suit, including reasonable attorneys' fees.
7. Each of the provisions hereof shall operate as covenants running with the land and burdening the Property and shall apply to and bind each successive owner of the Property, their successors and assigns in interest.
8. Failure by Declarant to file the statement described in Section 4 above shall not be deemed a breach hereof unless/until Declarant shall have failed to file such statement within thirty (30) days following written notice from the City of such failure. Such notice from the City shall be mailed to whatever address is listed in the public records for the mailing of tax notices regarding the Property.
9. This Covenant and Agreement is made and entered into for the purpose of complying with a Condition of Approval imposed by the City for the approval of Zoning Case CU-013-634, and it shall not be extinguished, terminated, modified, amended or altered in any way except with the prior written and recorded consent of the City Council of City.

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

RIVERSIDE COMMUNITY HOSPITAL,  
a California corporation

APPROVED AS TO CONSENT:

  
\_\_\_\_\_  
Planning Department

By:   
\_\_\_\_\_  
Nancy Bitting, President

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Assistant City Attorney

State of California

County of Riverside

On June 13, 1996 before me, CASSANDRA BRASSARD  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared NANCY J. BITTING  
NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

Cassandra Brassard  
SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

- PARTNER(S)  LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_  
\_\_\_\_\_

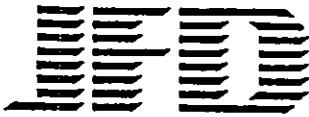
**DESCRIPTION OF ATTACHED DOCUMENT**

Covenant & Agreement  
Trip Reduction Plan  
TITLE OR TYPE OF DOCUMENT

four (4)  
NUMBER OF PAGES

5-22-96  
DATE OF DOCUMENT

N/A  
SIGNER(S) OTHER THAN NAMED ABOVE



**J. F. Davidson Associates, Inc.**  
ENGINEERING PLANNING SURVEYING LANDSCAPE ARCHITECTURE

*Building on a tradition of excellence since 1923*

October 9, 1995

Project No. 9513205

**EXHIBIT "A"**  
**(Hospital Tract)**

That portion of Lot 156 of Southern California Colony Association, as shown by map on file in Book 7 of Maps, at Page 3 thereof, Records of San Bernardino County, California, described as follows:

Beginning at the most Southerly corner of said Lot 156:

Thence N.29°35'14"E. along the Southeasterly line of said Lot 156, a distance of 296.87 feet to a point that bears S.29°35'14"W., a distance of 15.00 feet from the most Westerly corner of that certain parcel of land conveyed to Riverside Community Hospital, a non-profit corporation, by Deed recorded June 25, 1976 as Instrument No. 91949, Official Records of Riverside County, California;

Thence N.60°17'23"W., a distance of 157.18 feet to the beginning of a tangent curve, concaving Easterly, and having a radius of 50.00 feet;

Thence Northerly to the right along said curve, through an angle of 31°43'38", an arc length of 27.69 feet;

Thence N.28°33'45"W., a distance of 221.24 feet to a line parallel with and 44.00 feet Southeasterly, as measured at right angles from the centerline of Brockton Avenue, as conveyed to the County of San Bernardino, by Deed recorded February 8, 1877, in Book "R", Page 554, records of San Bernardino County, California;

Thence S.48°26'16"W., along said parallel line, a distance of 445.25 feet to the Southwesterly line of said Lot 156;

Thence S.60°23'59"E. along said Southwesterly line, a distance of 515.25 feet to the most Southerly corner of said Lot 156 and to said Point of Beginning.

DESCRIPTION APPROVAL

*L. 10/96*  
*Amel S. Brown*  
SURVEYOR, CITY OF RIVERSIDE