

WHEN RECORDED MAIL TO:

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

Planning Case: P06-1224 and P06-1445

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Legal OK & Fee OK rec AG									517

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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 3rd day of DECEMBER, 2007, by Market Street Medical Complex, 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") approval to build a medical office building.

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 Cases P06-1224 and P06-1445, 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,

C/A 1169 W

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 P)6-1224 and P06-1445, 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.



2008-0046108
01/30/2008 08:00A
2 of 7

C/A 1169W

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.

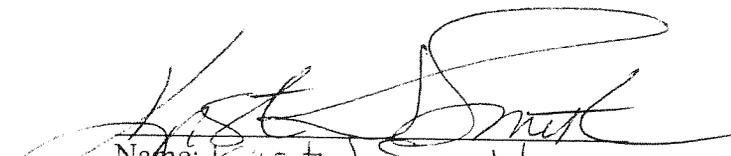
IN WITNESS WHEREOF, Declarant has caused this Covenant and Agreement to be executed as of the day and year first written above.

MARKET STREET MEDICAL COMPLEX, LLC,
a California limited liability company


Name: Mark D. Alisan M.D.
Title: President


Name: MINA MIKHAIL
Title: MD

APPROVED AS TO FORM:


Name: Kristi J. Smith
Deputy City Attorney

APPROVED AS TO CONTENT


Name: Elaine Hsieh
Public Works Department:



2008-0046108
01/30/2008 09:00H
3 of 7

C/A 1169W

EXHIBIT "A"

All that portion of the Northeasterly one half of Lot 33 of lands of Southern California Colony Association, as shown by Map recorded in Book 7 page 3 of Maps, Records of San Bernardino County (Riverside), California, particularly described as follows:

Beginning at the most Easterly corner of said Lot 33; Thence Northwesterly along the Northeasterly line of said 33, 231.3 feet to the most Westerly corner of Lot 42 of Files Subdivision No. 2, as shown by Map on file in Book 5 page 137 of Maps, Records of Riverside County, California; Thence Southwesterly along the Southwesterly extension of the Northwesterly line of said Lot 42, 100 feet; Thence Southeasterly and parallel with the Northeasterly line of said Lot 33, 231.3 feet to the Southeasterly line of said Lot 33;

Thence Northeasterly along said Southeasterly line, 100 feet to the Point of beginning.

PARCEL 1: *AND PARCELS 1, 2 + 3*

THAT PORTION OF THE NORTH HALF OF LOT 33 OF THE LANDS OF SOUTHERN CALIFORNIA COLONY ASSOCIATION, AS SHOWN BY MAP ON FILE IN BOOK 7 PAGE 3 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

**COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 33;
THENCE SOUTH 60° 52' 30" EAST, 172.29 FEET ON THE NORTHERLY LINE OF SAID LOT 33, TO AN ANGLE POINT IN THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 3 TO THAT CERTAIN DEED TO THE CITY OF RIVERSIDE FROM THE UNION PACIFIC RAILROAD COMPANY, RECORDED MAY 28, 1953 IN BOOK 1476 PAGE 456 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;**

**THENCE SOUTH 34° 20' 30" EAST ON THE EASTERLY LINE OF SAID PARCEL CONVEYED TO THE CITY OF RIVERSIDE, 54.95 FEET TO THE TRUE POINT OF BEGINNING SAID POINT OF BEGINNING BEING A POINT ON A CIRCULAR CURVE FROM WHICH THE CENTER BEARS NORTH 89° 37' 20" EAST, 550 FEET, SAID POINT ALSO BEING ON THE NORTHEASTERLY LINE OF THAT CERTAIN 100 FOOT STRIP OF LAND CONVEYED TO THE RIVERSIDE, RIALTO AND PACIFIC RAILROAD COMPANY, BY DEED RECORDED FEBRUARY 27, 1915 IN BOOK 410 PAGE 222 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
THENCE SOUTHERLY ON SAID CURVE, AN ARC DISTANCE OF 382.64 FEET;**

THENCE CONTINUING ON THE EASTERLY LINE OF SAID PARCEL TANGENT TO SAID CURVE SOUTH 40° 14' 20" EAST, 142.22 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF SAID LOT 33 WHICH BEARS NORTH 29° 02' 40" EAST, 12.13 FEET FROM THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID LOT 33;

THENCE NORTH 29° 02' 40" EAST ON THE EASTERLY LINE OF SAID LOT, 85.35 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THAT CERTAIN 100 FOOT STRIP OF LAND CONVEYED TO THE RIVERSIDE, RIALTO AND PACIFIC RAILROAD COMPANY, BY DEED RECORDED FEBRUARY 27, 1915 IN BOOK 410 PAGE 222 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 34° 20' 30" WEST, ON THE NORTHERLY LINE OF SAID 100 FOOT STRIP, 466.94 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION AS CONVEYED TO THE CITY OF RIVERSIDE BY DEED RECORDED FEBRUARY 10, 2004 INSTRUMENT NO. 2004-0095254.

EXCEPTING THEREFROM ALL MINERALS AND MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED, INCLUDING, WITHOUT LIMITING THE GENERALITY THE FOREGOING, OIL AND GAS AND RIGHTS THERETO, TOGETHER WITH THE SOLE, EXCLUSIVE, AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE, AND DISPOSE OF SAID MINERALS BY MEANS OR METHODS SUITABLE TO THE FIRST PARTY, ITS SUCCESSORS AND ASSIGNS, BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE LANDS THEREBY CONVEYED AND IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE OF SAID LANDS OR TO INTERFERE WITH THE USE THEREOF BY THE SECOND PARTY, ITS SUCCESSORS OR ASSIGNS, AS RESERVED IN DEEDS FROM UNION PACIFIC RAILROAD COMPANY, A UTAH CORPORATION, AND FROM LOS ANGELES AND SALT LAKE RAILROAD COMPANY, A UTAH CORPORATION, DATED AUGUST 2, 1955 AND RECORDED SEPTEMBER 16, 1955.

C/A 1169W

2008-0045103
01/30/2008 08:00A
5 of 7



