

Chicago Title Company
WHEN RECORDED MAIL TO:

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

Planning Case: P06-0501, P06-0947,
P06-0554, P06-0555, P06-0556 and
P06-0557

DOC # 2007-0269610

04/20/2007 08:00A Fee:38.00

Page 1 of 9

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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COVENANT AND AGREEMENT
ESTABLISHING NOTIFICATION PROCESS AND RESPONSIBILITY FOR
WATER QUALITY MANAGEMENT PLAN IMPLEMENTATION AND MAINTENANCE

39



THIS COVENANT AND AGREEMENT FOR WATER QUALITY MANAGEMENT PLAN IMPLEMENTATION AND MAINTENANCE is made and entered into this 11th day of April, 2007, by Riverwalk Commons, L.P., a California limited partnership, herein after referred to as "Lessee", with reference to the following facts:

A. The Lessee has entered into a long-term ground lease of real property, hereinafter referred to as "Property" from La Sierra University, 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. Lessee has applied to the City of Riverside ("City") for the review of a plot plan and building elevations to establish 264 market rate apartments, 200 age restricted senior apartments and a 200 unit congregate care facility.

C. As a condition of approval and prior to the map recordation and/or issuance of any permits, the City is requiring Lessee 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. Lessee 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 P06-0501, P06-0947, P06-0554, P06-0555, P06-0556 and P06-0557, Lessee hereby declares that the Property is and hereafter shall be

C/A 1001

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, 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 P06-0501, P06-0947, P06-0554, P06-0555, P06-0556 and P06-0557, 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 Lessee 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 Lessee, its heirs, successors and assigns to implement and maintain all Best Management Practices (BMPs) in good working order.

2. Lessee 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 Lessee, 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, Lessee, 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 Lessee, 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 Lessee or Lessee'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 Lessee, 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.

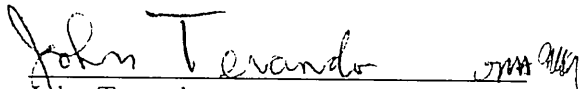
6. The terms of this Covenant and Agreement may be enforced by the City, its successors or assigns, and by any owner, lessee or tenant of the Parcels of the Property. Should the City or any owner, lessee or tenant bring an action to enforce any of the terms of this Covenant and Agreement, the prevailing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

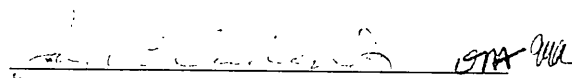
[signatures on following page]

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

RIVERWALK COMMONS, L.P.,
a California limited partnership
by: Eagle-Lion Real Estate, Inc.,
a California corporation, it's
General Partner

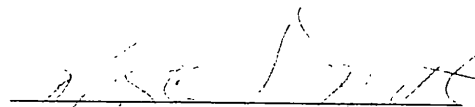


John Terando,
Vice-President



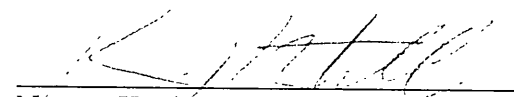
Joseph E. Anderson, Jr.,
Secretary

APPROVED AS TO FORM:



Name: Kristi J. Smith
Supervising Deputy City Attorney

APPROVED AS TO CONTENT:



Name: Kevin Marstall
Public Works Department

CIA 1001

STATE OF CALIFORNIA)

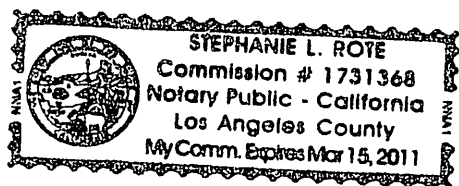
)ss

COUNTY OF RIVERSIDE)

6/11/07

On April 2007, before me, Stephanie L. Rote, the undersigned, a notary public in and for said State, Joseph E. [unclear] personally appeared, 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.



[Signature]
Notary Signature

CIA 1001



LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

<http://riverside.asrclkrcc.com>

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Stephanie L. Rote

Commission #: 1731368

Place of Execution: Los Angeles County, California

Date Commission Expires: March 15, 2011

Date: April 20, 2007

Signature: 

Print Name: Steven J. Gallagher



LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

<http://riverside.asrclkrcc.com>

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

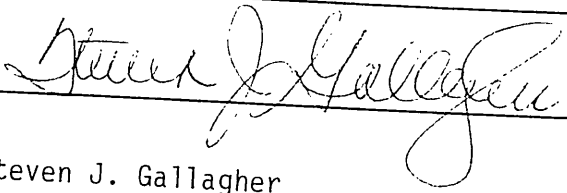
Name of Notary: K. Hanrahan

Commission #: 1659238

Place of Execution: Riverside County, California

Date Commission Expires: April 18, 2010

Date: April 20, 2007

Signature: 

Print Name: Steven J. Gallagher

EXHIBIT "A"

March 19, 2007

W.O. 1104-008

LEGAL DESCRIPTION

Lot 9 together with Lot 10 of Tract 29058 as shown by map on file in Book 289 of Maps at Pages 27 through 36 thereof, Records of Riverside County, California.

EXCEPTING THEREFROM that portion of said Lot 9 described as follows:

Beginning at the most Northerly corner of said Lot 9;

Thence S.33°11'12"E. along the Northeasterly line of said Lot 9, a distance of 680.21 feet to the most Easterly corner thereof;

Thence S.56°48'48"W. along the Southeasterly line of said Lot 9, a distance of 251.47 feet;

Thence N.33°11'12"W., a distance of 291.56 feet;

Thence S.60°05'15"W., a distance of 424.85 feet;

Thence N.29°54'45"W., a distance of 408.45 feet to the Northwesterly line of said Lot 9;

Thence N.60°37'13"E. along said line, a distance of 653.74 feet to the point of beginning.

The above described parcel of land contains 25.555 acres, more or less.

DESCRIPTION APPROVAL

BY: _____ DATE

FOR: MARK S. BROWN
CITY SURVEYOR

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