

WHEN RECORDED MAIL TO:

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

Project: MDC Hunter Park LLC  
 P0-7-1167  
 APN: 249-060-031-1

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COVENANT AND AGREEMENT AND DECLARATION OF VEHICLE TRIP RESTRICTIONS

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THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 26 day of September, 2008, by MDC Hunter Park LLC., a Delaware limited liability company ("Declarant"), with reference to the following facts:

- A. Declarant is the fee owner of the real property located at 1001 Columbia Drive (formerly 990 Palmyrita Avenue), Riverside, California, APN: 249-060-031-1 (the "Property") and legally described on Exhibit "A" attached hereto and incorporated herein by reference.
- B. Declarant is approved to construct a 519,613 square foot building for warehouse purposes.
- C. As a condition of approval, the City of Riverside ("City") is requiring Declarant to execute and record a covenant and agreement restricting daily vehicle trips.
- D. Declarant offers and agrees to record such a covenant and agreement restricting the amount of daily vehicle trips and to put future owners, lessees, successors and assigns on notice as to the vehicle trip restrictions described below.

NOW THEREFORE, for the purposes of complying with the conditions of approval and putting future owners, lessees, successors and assigns on notice, Declarant hereby covenants and agrees to the following covenants, conditions, and restrictions:

- 1. The Declarant, and all future businesses and uses of the Property, are hereby advised that vehicle trips shall be restricted to no more than 2,577 total daily vehicle trips. The fleet vehicle mix shall allow light auto vehicle use to account for 71.4% of trips, while the remaining 28.6 % of vehicles shall vary between light truck and heavy-heavy trucks (having a capacity of 10,001-14,000 lbs.). Light to heavy trucks shall involve no more than 737 vehicle trips of which only 180 trips per day can be heavy trucks.

FIDELITY NATIONAL TITLE INSURANCE COMPANY  
 HAS RECORDED THIS INSTRUMENT BY REQUEST AS  
 AN ACCOMMODATION ONLY AND HAS NOT EXAMINED  
 IT FOR REGULARITY AND SUFFICIENCY OR AS TO ITS  
 EFFECT UPON THE TITLE TO ANY REAL PROPERTY  
 THAT MAY BE DESCRIBED THEREIN.

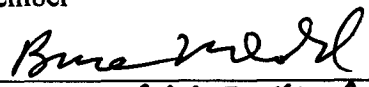
CIA 1063

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

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

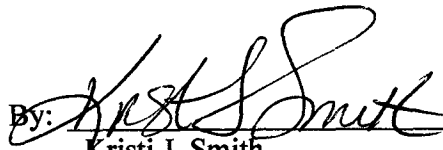
IN WITNESS WHEREOF, Declarant has caused this Covenant and Agreement to be executed as of the day and year first written above.

MDC Hunter Park, LLC  
By MDC Alternative Venture I, LLC, a  
Delaware limited liability company,  
Its member

By:   
Printed Name: BRUCE McDONALD  
Title: PRESIDENT

By: N/A  
Printed Name:  
Title:

APPROVED AS TO FORM:

By:   
Kristi J. Smith  
Supv. Deputy City Attorney

APPROVED AS TO CONTENT:

By:   
Debra Leight  
Planning Division

**ACKNOWLEDGMENT**

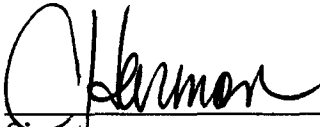
State of California  
County of Orange

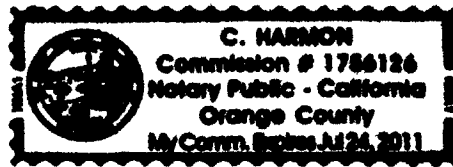
On 9/26/08, before me, C. HARMON, a

notary public, personally appeared Bruce McDonald, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 (SEAL)  
Signature



**ILLEGIBLE NOTARY SEAL DECLARATION**  
**Government Code Section 27361.7**

I certify under penalty of perjury that the notary seal on the document to which this statement attached reads as follows:

Name of Notary: C. Harmon

Date Commission Expires: July 24, 2011


Notary Identification No: 1756126  
(for Notaries commissioned at 1/1/92)

Manufacturer/Vender Identification No: NNA1  
(for Notaries commissioned at 1/1/92)

Place of Execution of Notary: Orange County / Newport Beach

Place of Execution of this Declaration: Orange County / Newport Beach

Date: 9/26, 2008

  
\_\_\_\_\_  
C. Harmon

**Exhibit "A"**

**Legal Description**

**EXHIBIT "A"**

**GRANT DEED**

**PARCEL "A"**

LOTS 1, TOGETHER WITH LOTS 2, 9 AND 10, AND THAT PORTION OF THAT CERTAIN UN-NAMED STREET, KNOWN AS NORTHGATE STREET, ADJOINING THE EASTERLY LINE OF SAID LOTS 1 AND 10, ALL SHOWN BY MAP OF TWOGOOD AND HERRICK'S SUBDIVISION, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7 PAGE 29 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, SAID PORTION OF NORTHGATE STREET VACATED BY RESOLUTION NO. 21556 OF THE COUNCIL OF SAID CITY OF RIVERSIDE AND RECORDED MAY 12, 2008 AS DOCUMENT NO. 2008-0251908, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT THEREFROM THAT PORTION OF SAID NORTHGATE STREET (VACATED) AND THAT PORTION OF SAID LOTS 9 AND 10 LYING SOUTHERLY OF A LINE THAT IS PARALLEL WITH AND DISTANT 55.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF COLUMBIA AVENUE, AS SHOWN ON PARCEL MAP NO. 30325, AS PER MAP FILED IN BOOK 202, PAGES 82 AND 83 OF PARCEL MAPS, IN THE OFFICE OF SAID COUNTY RECORDER OF RIVERSIDE COUNTY;

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LOT 1, DESCRIBED IN GRANT OF EASEMENT TO THE CITY OF RIVERSIDE BY DOCUMENT RECORDED DECEMBER 2, 2002 AS DOCUMENT NO. 2002-714459, OF SAID OFFICIAL RECORDS;

ALSO EXCEPTING THEREFROM THAT PORTION LYING NORTHERLY OF A LINE PARALLEL AND CONCENTRIC WITH AND 44.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES AND RADIALLY, FROM THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A 1" IRON PIPE STAMPED "L.S. 3018" IN WELL MONUMENT AT THE CENTERLINE INTERSECTION OF IOWA AVENUE AND PALMYRITA AVENUE, AS SHOWN ON MAP RECORDED IN BOOK 87, PAGE 23 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY; THENCE ALONG SAID CENTERLINE OF PALMYRITA AVENUE, SOUTH 89° 50' 47" EAST, 2409.31 FEET; THENCE NORTH 00° 09' 13" EAST, 16.00 FEET TO A POINT ON THE CONSTRUCTION CENTERLINE OF PALMYRITA AVENUE AS SHOWN BY CITY OF RIVERSIDE STREET IMPROVEMENT PLAN R-3627, SAID CONSTRUCTION CENTERLINE BEING A LINE PARALLEL WITH AND 16.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF PALMYRITA AVENUE, SAID POINT BEING THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1998.00 FEET AND BEING TANGENT AT SAID POINT TO SAID PARALLEL LINE, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 6° 52' 38" AN ARC LENGTH OF 239.82 FEET TO A POINT OF REVERSE CURVATURE WITH A TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1998.00 FEET, SAID CURVE ALSO BEING TANGENT AT ITS EASTERLY TERMINUS TO A LINE PARALLEL WITH AND 14.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID PALMYRITA AVENUE, AS SHOWN ON MAP RECORDED IN BOOK 120, PAGES 88 AND 89 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, A RADIAL LINE TO SAID POINT OF REVERSE CURVATURE BEARS SOUTH 07° 01' 51" WEST; THENCE EASTERLY ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 7° 10' 00" AN ARC LENGTH OF 249.91 FEET TO A POINT OF TANGENCY WITH LAST SAID PARALLEL LINE, SAID POINT OF TANGENCY BEING THE END OF THIS LINE DESCRIPTION.

CONTAINING: 1,103,395 SQUARE FEET OR 25.33 ACRES MORE OR LESS.

DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

*[Handwritten Signature]*

DATE: 5/16/09

BRIAN L. THIEVES  
P.L.S. No. 5750  
REG. EXP. 12/31/09



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Last Update: 05/12/08

SHEET 1 OF 1

10.15.08  
DATE  
DESCRIPTION APPROVAL:  
BY: *[Signature]*  
FOR: MARK S. BROWN  
CITY SURVEYOR

11-8

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