

DOC # 2010-0420251

09/01/2010 08:00A Fee:NC

Page 1 of 7

Recorded in Official Records

County of Riverside

Larry W Ward

Assessor, County Clerk & Recorder



WHEN RECORDED MAIL TO:

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

Project. 3583 Market Street
APN: 213-181-008

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For Recorder's Office Use Only



AGREEMENT AND DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

(DUTY TO MAINTAIN EXTERIOR PROPERTY APPEARANCE)

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 30th day of August, 2010, by **Debbie Marquez Johnston** a property owner ("Declarant") and the Redevelopment Agency of the City of Riverside, a public body corporate and politic ("Agency"), with reference to the following facts:

A. Declarant is the fee owner of the real property in the City of Riverside, County of Riverside, State of California, located at 3583 Market Street, Assessor's Parcel Number 213-181-008 and legally described in Exhibit "A" attached hereto (the "Property").

B. Agency has paid Declarant the sum of Thirteen Thousand Sixty-Eight Dollars (\$13,068) for the improvement of the storefront, including the replacement of new windows and doors, in exchange for this Agreement and Declaration of Covenants, Conditions and Restrictions ("Covenant").

C. In order to maintain and enhance the appearance of commercial properties within the Merged Downtown/Airport Industrial and Hunter/Park Northside Redevelopment Project Area, and in particular, the Property, the Agency and Declarant desire to execute and record this Covenant which places certain restrictions on the exterior property to ensure its continued appearance.

NOW, THEREFORE, Declarant hereby covenants and agrees with the Agency that the Property is, and shall hereafter be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, improved, used and occupied subject to the following declarations, limitations, covenants, conditions, and restrictions for any portion of the Property:

1. Standard of Maintenance.

Declarant shall maintain the Property in "Good Repair." "Good Repair" shall mean in a clean, neat, orderly and safe condition in which the maintenance is not deferred and

the overall appearance is of the highest quality, consistent and compatible with the highest standards of the City of Riverside business community, and shall include, but not be limited to, components that are visible from the public right-of-way. Declarant shall therefore, at its sole cost and expense, maintain in Good Repair the following items:

- (a) All improvements on the Property including, but not limited to, structures, fences, walls, cornices, gutters, downspouts, porches, steps, landings, fire escapes, exterior stairs, windows, shutters, doors, storefronts, signs, marquees and awnings.
- (b) All Painted surfaces shall maintain and apply paint or preservatives as necessary to prevent deterioration and to remove graffiti and major areas of flaking or peeling or chipped or damaged paint that is visible from the public right-of-way.
- (c) All vegetation by preventing any overgrowth including trees, shrubbery, ground covers, landscaping, lawns and other plantings that are visible from the public right-of-way which from the overall appearance results in the diminution of the appearance of the Property.
- (d) All vegetation by removing and replacing any dead, decayed or diseased trees, shrubs, or other vegetation which is in need of landscape maintenance attention that is visible from the public right-of-way.
- (e) All lighting and light standards required for use and operation of the Property
- (f) All off-site landscaping and irrigation facilities located within the public right-of-way.

2. Failure to Perform.

If Declarant fails to perform the maintenance as required hereunder, the Agency shall have the right but not the obligation to perform the maintenance obligations of the defaulting Declarant without order of court and on thirty (30) days written notice. In such event, Declarant shall be obligated to reimburse the Agency for the cost of such maintenance and repair. If Declarant is subject to such reimbursement obligation, it shall also be required to pay an additional fifteen percent (15%) of such cost of maintenance and repair to the Agency to cover the Agency's administrative and overhead expenses. Declarant's failure to reimburse the Agency within thirty (30) days from the date of invoicing shall entitle the Agency to record a notice of lien against the Property, and to enforce the lien through an action in foreclosure.

3. Right of Entry.

Declarant hereby grants to Agency a right of entry and access to the Property for the purpose of securing compliance with or to perform any work of maintenance or repair required by this Covenant and Agreement. Agency shall give Declarant written notice of entry five (5) days prior to the date of entry.

4 Enforcement.



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(A) In addition to other available remedies and at the election of the Agency, failure to comply with this Covenant shall be deemed a violation of Riverside Municipal Code ("RMC") section 6.14.020 relating to landscaping maintenance, RMC section 13 06.090 relating to vegetation maintenance and all breaches and/or violations of this Covenant shall be deemed a nuisance subject to abatement pursuant to RMC section 6.15.010 et seq. Declarant hereby waives all protests, challenges, objections, claims and causes of action of whatever kind or nature including constitutional claims, if any, arising out of the enforcement of this Covenant by the City of Riverside and the Right of Entry granted herein. If Agency elects to proceed against Declarant under the provisions of the RMC, such action will also include any and all rights to impose a special assessment lien against the Property.

(B) Declarant is aware of the provisions of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

(C) Declarant acknowledges that Declarant may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained, may give rise to additional damage, loss, costs or expenses in the future. Nevertheless, Declarant hereby acknowledges that this Covenant has been negotiated and agreed upon in light of that situation, and hereby expressly waives any and all rights which they may have under California Civil Code section 1542, or under any statute or common law or equitable principal of similar effect. This waiver shall not supercede any of the provisions of this Covenant or the rights of the parties hereto to enforce this Covenant in law or equity

(D) It is agreed that the covenants, conditions, and restrictions created by this Covenant are of a special and unique kind and character in that they promote the public health, safety, welfare and morals of the community and that the rights granted to the Agency hereunder are of a similar special and unique kind and character so that if there is a default by the Declarant, or breach by the Declarant of any material provision of this Covenant, the Agency would not have an adequate remedy at law. It is expressly agreed, therefore, that the Agency's rights under this Covenant may be enforced by an action for the enforcement and implementation of this Covenant, specific performance and such other equitable relief as is provided by the laws of the State of California and of the City of Riverside.

5. Covenant Running with the Land.

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

6 Duration.



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C/A 1116

This Covenant shall remain in full force and effect for five (5) years from the recording date of this Covenant.

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

Agency:

REDEVELOPMENT AGENCY OF
THE CITY OF RIVERSIDE,
a public body, corporate and politic

Declarant:

Debbie Marquez Johnston
a property owner

By: Becky Decker
Executive Director

By: Debbie Marquez Johnston
Name:
Title: owner

[Signature]
Agency Secretary

By: _____
Name:
Title:

APPROVED AS TO FORM:

[Signature]
Agency General Counsel
for



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ACKNOWLEDGMENT

State of California
County of Riverside)

On August 17, 2010, before me, Diana A. Ibarra, a

notary public, personally appeared Debbie Marquez Johnston, 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.

Diana A Ibarra (SEAL)
Signature



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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside }

On August 31, 2010 before me, Sherry R. Morton, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Belinda J Graham and Colleen J Nicol
Name(s) of Signer(s)

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



Signature Sherry R. Morton
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages _____

Signer(s) Other Than Named Above Debbie Marquez Johnston

Capacity(ies) Claimed by Signer(s)

Signer's Name _____ Signer's Name _____

Corporate Officer — Title(s) _____ Corporate Officer — Title(s) _____

Individual Partner — Limited General Individual Partner — Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other _____ Other _____

Signer Is Representing _____ Signer Is Representing _____

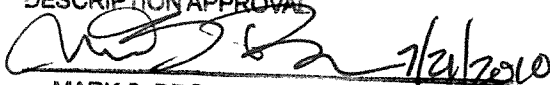


RECEIVED
CITY OF RIVERSIDE
7/21/2010

EXHIBIT "A"

THAT PORTION OF BLOCK 5, RANGE 8 ABOVE DESCRIBED, BY METES AND BOUNDS, BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID BLOCK, 55.195 FEET NORTHEASTERLY FROM THE SOUTHEASTERLY CORNER OF SAID BLOCK; THENCE NORTHEASTERLY ON THE SOUTHEASTERLY LINE OF SAID BLOCK, 55.195 FEET; THENCE NORTH 61° 4' 20" WEST, 155.65 FEET; THENCE SOUTH 28° 55' 30" WEST, 55.19 FEET; THENCE SOUTH 61° 4' 40" EAST, 155.638 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL BEING SHOWN AS PARCEL 10, RESPECTIVELY, ON A RECORD(S) OF SURVEY ON FILE IN BOOK 8 PAGE 70, OF RECORD(S) OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

DESCRIPTION APPROVAL

MARK S. BROWN
CITY SURVEYOR
DATE 7/21/2010



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*****PLEASE DO NOT REMOVE THIS SLIP*****

DEVELOPMENT DIVISION ROUTING SLIP

TYPE OF DOCUMENT:

CONTRACT AGREEMENT OTHER (SPECIFY) _____

TITLE OF DOCUMENT:

Agreement and Declaration of Covenants, Conditions and Restrictions - CIP Johnston - Market St

1. FUNDS AVAILABLE? YES NO

ACCT# N/A

2. DIVISION MANAGER

DATE 8-25-10

3. DEPARTMENT HEAD

DATE 8/26/10

4. CITY ATTORNEY'S OFFICE _____

DATE _____

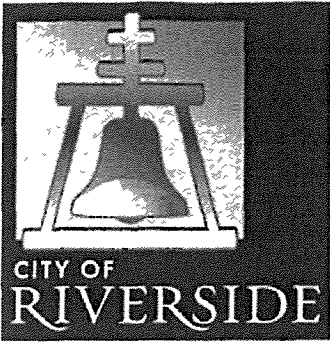
5. CITY MANAGER _____

DATE _____

EX. DIR. OF REDEVELOPMENT _____

DATE _____

DEV-Form No 002 (11-05)

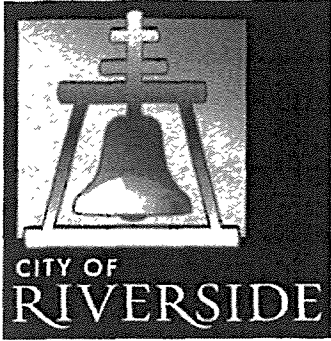


**CITY COUNCIL
REDEVELOPMENT AGENCY
AND HOUSING AUTHORITY
MINUTES**

TUESDAY, DECEMBER 15, 2009, 3 P.M.
ART PICK COUNCIL CHAMBER
CITY HALL
3900 MAIN STREET
CITY CLERK'S OFFICE - 951-826-5557

**COUNCIL/AGENCY
MEMBERS**

	G A R D N E R	M E L E N D R E Z	B A I L E Y	D A V I S	M A C A R T H U R	H A R T	A D A M S
WARDS	1	2	3	4	5	6	7
Recreation, and Community Services Department for incorporation into the adjacent Sycamore Canyon Wilderness Park. Following discussion, the hearing was continued to 3 p.m. on January 19, 2010.			X		X		
ORAL COMMUNICATIONS FROM THE AUDIENCE Morris Mendoza spoke regarding the Redevelopment Five-Year Plan, Casa Blanca, and the Riverside Police Department. Mary Humboldt spoke regarding water quality.							
Councilmembers Gardner and Bailey entered the meeting at this time with Mayor Loveridge presiding.	X		X				
ORAL COMMUNICATIONS FROM THE AUDIENCE Glen Wisneski spoke regarding Riverside Golf Course.							
JOINT ITEM WITH REDEVELOPMENT AGENCY AND HOUSING AUTHORITY - NEIGHBORHOOD STABILIZATION AND TARGETS OF OPPORTUNITY PROGRAMS - AGREEMENTS - RESOLUTIONS A joint hearing was called with the Redevelopment Agency and Housing Authority to implement Neighborhood Stabilization (NSP) and Targets of Opportunity (TOO) Programs, to approve agreements with the Housing Authority and expend \$2,500,000 from TOO Accounts for administration, implementation, acquisition, rehabilitation, and disposition of properties. No one spoke on the matter. The public hearing was officially closed. Following discussion, the City Council approved the recommendations of the City Council Development Committee to (1) receive and order filed the progress update for the NSP Program update; (2) adopt a resolution approving an agreement with the Housing Authority implementing the NSP Program as outlined in the written staff report; (3) authorize the City Manager, or his designee, to execute and make any minor, non-substantive changes to the agreement as necessary to implement the Program; (4) authorize the transfer of title of properties owned by the City to the Authority as outlined in the written staff report and direct that all future properties be vested in the name of the Housing Authority of the City of Riverside; (5) authorize the Authority's use of NSP funds to administer and implement the NSP; and (6) authorize staff to appropriate Program income as it is received according to NSP guidelines allocating ten percent to administration and re-circulating the remaining 90 percent back into the Program; whereupon, the title having been read and further reading waived, Resolution No. 21950 of the City Council of the City of Riverside, California, Authorizing the Housing Authority of the City of Riverside to Implement the Neighborhood Stabilization Program, was presented and adopted.							
Motion Second All Ayes	X						X



**CITY COUNCIL
REDEVELOPMENT AGENCY
AND HOUSING AUTHORITY
MINUTES**

TUESDAY, DECEMBER 15, 2009, 3 P.M.
ART PICK COUNCIL CHAMBER
CITY HALL
3900 MAIN STREET
CITY CLERK'S OFFICE - 951-826-5557

**COUNCIL/AGENCY
MEMBERS**

G A R D N E R	M E L E N D R E Z	B A I L E Y	D A V I S	M A C A R T H U R	H A R T	A D A M S
1	2	3	4	5	6	7

WARDS

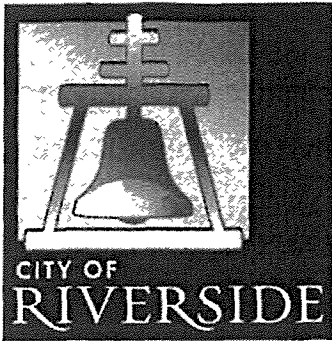
Following discussion, the Redevelopment Agency approved the recommendations of the City Council Development Committee to (1) receive and order filed the TOO Program update; (2) adopt a resolution approving an agreement with the Housing Authority for implementation of the TOO Program as outlined in the written staff report; (3) authorize the Executive Director, or his designee, to execute and make any minor, non-substantive changes to the agreement as necessary to implement the Program; (4) authorize the transfer of title of properties owned by the Agency as outlined in the written staff report to the Housing Authority and direct that all future properties be vested in the name of the Housing Authority of the City of Riverside; (5) authorize the Housing Authority to expend up to \$2,500,000 from TOO Program Accounts 9826000-440441, 9826000-440446, 9823220-440441, and 9823220-440446 for the administration, implementation, acquisition, rehabilitation, and disposition of properties purchased with TOO Program funds; (6) authorize the Authority's use of \$20 million Line of Credit funds to administer and implement the TOO Program; and (7) delegate certain powers to the Authority for effective implementation of the TOO Program pursuant to Housing Corporation Law; whereupon, the title having been read and further reading waived, Resolution No 904 of the Redevelopment Agency of the City of Riverside, California, Authorizing the Housing Authority of the City of Riverside to Implement the Targets of Opportunity Program, Donating Real Property Pursuant to Health and Safety Code Section 33334.2(e)(3) to the Housing Authority of the City of Riverside and Housing Cooperation Law Delegation, was presented and adopted.

Motion
Second
All Ayes

X

X

Following discussion, the Housing Authority approved the recommendations for the City Council Development Committee to (1) receive and order filed the NSP and TOO Program updates; (2) adopt a resolution approving agreements with the City implementing the NSP and TOO Programs as outlined in the written staff report; (3) authorize the Executive Director of the Housing Authority, or his designee, to execute and make any minor, non-substantive changes to the agreements as necessary to implement the Programs; and (4) accept title of the properties as outlined in the written staff report; whereupon, the title having been read and further reading waived, Resolution No. 2 of the Housing Authority of the City of Riverside, California, Authorizing the Executive Director or His Designee to: (1) Accept Conveyances to the Housing Authority of Interests in Real Property Owned by the Redevelopment Agency of the City of Riverside; (2) Accept Conveyances to the Housing Authority of Interests in Real Property Owned by the City of Riverside; (3) Consent to the Recordation of Such Instruments; (4) Subsequent Disposition; (5) Execute all Documents Required for the Implementation of the Targets of Opportunity and Neighborhood Stabilization



**CITY COUNCIL
REDEVELOPMENT AGENCY
AND HOUSING AUTHORITY
MINUTES**

TUESDAY, DECEMBER 15, 2009, 3 P.M.
ART PICK COUNCIL CHAMBER
CITY HALL
3900 MAIN STREET
CITY CLERK'S OFFICE - 951-826-5557

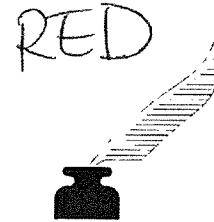
**COUNCIL/AGENCY
MEMBERS**

G A R D N E R	M E L E N D R E Z	B A I L E Y	D A V I S	M A C A R T H U R	H A R T	A D A M S
1	2	3	4	5	6	7

WARDS

<p>Programs; (6) Execute the Housing Cooperation Law Agreement with the Redevelopment Agency of the City of Riverside; and (7) Execute the Agreement with the City of Riverside, was presented and adopted.</p>	<p>Motion Second All Ayes</p>	<p align="center">X</p>						<p align="center">X</p>
<p>2010 REDEVELOPMENT FIVE-YEAR IMPLEMENTATION PLAN Hearing was called on the 2010-2015 Redevelopment Five-Year Implementation Plan for the Arlington, Casa Blanca, La Sierra/Arlanza, Magnolia Center, Merged Downtown/Airport Industrial, Hunter Park/Northside, University Corridor/Sycamore Canyon Merged Redevelopment Project Areas. Two persons spoke on the matter. The public hearing was officially closed. Following discussion, the Redevelopment Agency approved the recommendations of the City Council Development Committee to approve the 2010-2015 Redevelopment Five-Year Implementation Plan for all Redevelopment Project Areas as outlined in the written staff report.</p>	<p>Motion Second All Ayes</p>	<p align="center">X</p>			<p align="center">X</p>			
<p><u>CLOSED SESSION - URGENCY ITEM</u> Following discussion, the City Council added a closed session item to the agenda pursuant to Government Code §54956.9(c) to confer with and/or receive advice from legal counsel concerning one case of anticipated litigation as a determination was made that there was a need to take immediate action and that the need for action on the matter came to the attention of the City subsequent to the posting of the agenda.</p>	<p>Motion Second All Ayes</p>	<p align="center">X</p>						<p align="center">X</p>
<p><u>CLOSED SESSIONS</u> The City Council recessed to the City Council Board Room for closed sessions pursuant to Government Code (1) §54956.9(c) to confer with and/or receive advice from legal counsel concerning one case of anticipated litigation; (2) §54956.9(a) to confer with and/or receive advice from legal counsel concerning Sandra Rodrigues v. City of Riverside, et al., Riverside Superior Court Case No. RIC 498872; (3) §54956.9(a) to confer with and/or receive advice from legal counsel concerning City of Riverside v Edward L. Rosenberry, et al., Riverside Superior Court Case No. RIC 452579; (4) §54956.9(c) to confer with and/or receive advice from legal counsel concerning three cases of anticipated litigation; (5) §54956.9(a) to confer with and/or receive advice from legal counsel concerning City of Riverside v. AAR Properties, LLC, et al., Riverside Superior Court Case No. RIC 512328; (6) §54956.9(a) to confer with and/or receive advice from legal counsel concerning Jerry Whitton v. City of Riverside, WCAB Claim No. ADJ4346834; (7) §54957.6 to review the City Council's position and instruct designated representatives regarding salaries, salary schedules, or compensation paid in the form of fringe benefits of all Executive Management employees, all</p>								

DOCUMENT TRANSMITTAL FORM



RECEIVED

TO: CITY CLERK'S OFFICE
FROM: CITY ATTORNEY'S OFFICE
DATE: August 30, 2010

AUG 30 2010

[Handwritten signature]

CONTRACTOR/LESSOR: JOHNSTON, DEBBIE MARQUEZ

PROJECT DESCRIPTION/BID NO : Agreement and Declaration of CC&R's for 3583 Market Street, APN: 213-181-008

X Approved by [City Council] [Agency] on 12/15/2009 #3 95-169/170/171
Anticipated [City Council] [Agency] future agenda of
No [City Council] [Agency] action required

Insurance required.

Bonds required.

X No
Yes, as attached
Yes, withhold execution until received

X No
Yes, as attached
Yes, withhold execution until received

Type of Insurance required (unless waived by the Risk Manager):

- Commercial General Liability
- Auto
- Professional Liability
- Workers' Compensation
- Additional Insured Endorsement
- Other.

Dept. Head Approval:

Attached [] Sig. Pg

[] Req'std _____

Business Tax Certificate Required. N/A

- Yes, current through
- Yes, withhold execution until provided
- No, exempted by RMC § 5 04.090

Agreement date(s):

- [City Council] [Agency] Approval Date
- X Date City/Agency Executes 8/30/10
- Other
- X Agreement Expiration Date: 2015

Comments. ONE ORIGINAL AGREEMENT AATF RINA GONZALES AFTER EXECUTION RETURN TO WENDY HOLLAND IN DEVELOPMENT

Department: Development

Contact person: Wendy Hollland

Approved as to form by. Rina M Gonzales, Deputy City Attorney

Date Approved: 08/30/10

CA #: 10-2005

c: Originating Department: Development