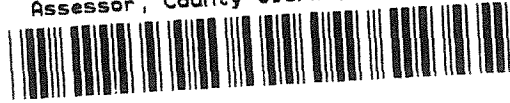


DOC # 2009-0009622  
 01/09/2009 08:00A Fee:NC  
 Page 1 of 5  
 Recorded in Official Records  
 County of Riverside  
 Larry W. Ward  
 Assessor, County Clerk & Recorder



WHEN RECORDED MAIL TO:

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

Planning Case: P07-1167

APN:249-060-031-1

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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 6<sup>th</sup> day of January, 2009, 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 (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") for a Grading Permit located at 1001 Columbia Ave., Riverside, Ca. 92501 and consists of construction of an industrial warehouse 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 Case P07-1167, 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

C/A 1190 W

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 P07-1167, 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 heirs, 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.



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.

**MDC Hunter Park, LLC, a Delaware limited liability company,  
By: MDC Alternative Venture I, LLC, it's Member,**

Bruce McDonald 1/6/09  
Name: Bruce McDonald  
Title: President

APPROVED AS TO FORM:

Krish J. Smitz  
Name: Krish J. Smitz  
Deputy City Attorney

APPROVED AS TO CONTENT

Leonard Albano  
Name: LEONARD ALBANO  
Public Works Department:



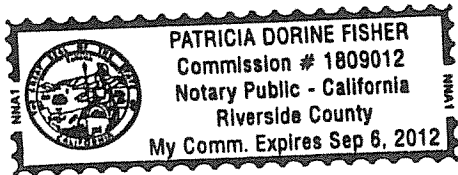
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside

On 1-6-09 before me, Patricia A. Fisher, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Bruce Mc Donald, President,  
Name(s) of Signer(s)  
MDC Alternative Ventore I, LLC

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/hers/their authorized capacity(ies), and that by his/hers/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 Patricia Fisher  
Signature of Notary Public

Place Notary Seal 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**

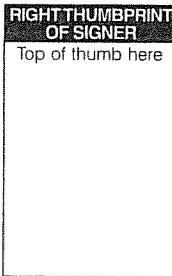
Title or Type of Document: Covenant and Agreement

Document Date: 1-6-09 Number of Pages: four

Signer(s) Other Than Named Above: N/A

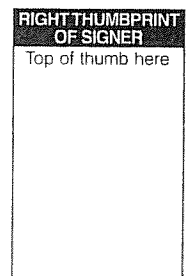
**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Above  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



Signer Is Representing: MDC Alternative Ventore I, LLC

Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_



**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.

*[Signature]*

DATE: 5/16/08

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



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Last Update: 05/12/08

SHEET 1 OF 1



2008-0009622  
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5 of 5

C/A 1190W

DESCRIPTION APPROVAL:

BY: *[Signature]* DATE: 12/10/08

FOR: MARK S. BROWN  
CITY SURVEYOR