

When Recorded Mail:

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

Project: Variance Case
V-23-856

RECORDED 5-23-86

INSTRUMENT NO. 120793

OFFICIAL RECORDS, RIV. CO.

COVENANT AND AGREEMENT

This COVENANT AND AGREEMENT is made and entered into this 23rd day of April, 1986, by RIVERSIDE MEDICAL CLINIC, a general partnership (hereinafter called the "Declarant"), with reference to the following facts:

A. Declarant is the owner of the real property (the "Property") in the City of Riverside, County of Riverside, State of California, described as follows:

Parcel 1

That portion of Lots 7, 10 and 11 in Block 19 of Lands of Riverside Land and Irrigating Company, in the City of Riverside, County of Riverside, State of California, as per Map recorded in Book 1, Page 70 of Maps, in the Office of the County Recorder of San Bernardino County, California, described as follows:

Beginning on the Southerly line of Arlington Avenue, as shown on said Map, distant thereon North 89° 16' 00" East, 624.00 feet from the Northeasterly corner of Lot 6 in said Block 19, said point being the Northeasterly corner of that certain parcel of land first described in Deed to Riverside Clinic Corporation, a corporation, recorded July 6, 1956, as Instrument No. 47069 of Official Records;

Thence South 00° 35' 30" East, 13.00 feet to the Southeast corner of the land conveyed to the City of Riverside, a municipal corporation, in Deed recorded May 11, 1956, as Instrument No. 33485 of Official Records, said corner being the true point of beginning;

Thence continuing South 00° 35' 30" East, 704.18 feet on the Easterly line of the land first above mentioned to an intersection with the right of way and reference line as shown on record of survey on file in Book 18, Page 13 of Record of Surveys, in the Office of the County Recorder of said county;

COPY

C/A-140

Thence North 77° 15' 30" West, 124.48 feet on said right of way and reference line to a point on the Northeasterly line of the Land conveyed to City of Riverside, a municipal corporation, in Deed recorded May 11, 1956, as Instrument No. 33486 of Official Records, said point being on a curve concave Southwesterly of 1564.28 feet radius, a radial to said point bears North 54° 42' 15" East;

Thence Northwesterly 185.92 feet, through a Central angle of 06° 48' 35" to the end of said curve;

Thence continuing on said Northeasterly line of the land described in the Deed last above mentioned, North 42° 06' 20" West, 5.78 feet to the beginning of a curve concave Southwesterly of 506.00 feet radius;

Thence Northwesterly, 5.74 feet on said Northeasterly line through a central angle of 00° 38' 58" to a point on the Westerly line of the land described in the Deed to said Riverside Clinic Corporation, a corporation, recorded July 6, 1956, as Instrument No. 47069 of Official Records;

Thence North 00° 33' 00" West, 520.03 feet on said Westerly line to the Southwesterly corner of the land conveyed to the City of Riverside, a municipal corporation, in Deed recorded May 11, 1956, as Instrument No. 33485 of Official Records;

Thence North 89° 16' 00" East, 243.02 feet on the Southerly line of the land conveyed in the Deed last above mentioned to the true point of beginning.

Parcel 2

Lots 9 and 10 in Block 4 of Orange Acres, in the City of Riverside, County of Riverside, State of California, as per Map recorded in Book 13, page 7 of Maps, in the Office of the County Recorder of said County;

Except the Southwest 4.00 feet as conveyed to the City of Riverside by Deed recorded December 1, 1975, as Instrument No. 148798.

B. Declarant seeks to erect a sculpture of its logo at 3660 Arlington Avenue, Riverside, California, on a portion of the Property above-described, which proposed site is within the planned street right of way of Arlington Avenue. The City of Riverside has determined that the sculpture is a "sign" within the meaning of Title 19 of the Riverside Municipal Code. Declarant has applied to the City of Riverside for a variance in Variance Case V-23-856 (Revised) to allow the 8 foot wide, 12 foot high three-dimensional sculpture where no such sign is permitted. As a condition of approval of Variance Case V-23-856 (Revised) by the City of Riverside, Declarant is required to execute and record an agreement guaranteeing the removal of the sculpture at the Declarant's expense after a given time period to be established by the Public Works Department of the City of Riverside.

DESCRIPTION APPROVAL
George F. Hutchins
5.9.78
Recorder

NOW, THEREFORE, for the purpose of complying with a condition of approval imposed by the City of Riverside for the granting of a variance in Variance Case V-23-856 (Revised) to allow an 8-foot wide, 12-foot high three-dimensional sculpture (the "sculpture") where a sign is not otherwise permitted, Declarant for itself and its successors and assigns hereby covenants and agrees with the City of Riverside that the sculpture which Declarant plans to locate in front of the existing building on the Property and within the planned street right of way of Arlington Avenue, a public street, will be removed from the planned street right of way of Arlington Avenue at Declarant's own expense and without compensation or reimbursement of any kind from the City of Riverside within sixty days of issuance of a written notice from the Public Works Department of said City that the proposed construction of street improvements in said right of way requires the removal of said sculpture.

Declarant further covenants and agrees that this Covenant and Agreement and each and every term thereof shall run with the land; that all of its terms shall be binding upon Declarant, its successors and assigns, and shall continue in effect until such time as it may be released by the City Council of the City of Riverside; and that the terms thereof may be enforced by the City of Riverside.

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

RIVERSIDE MEDICAL CLINIC, a
general partnership

By *David E. Rowdel*
a general partner

By *David Rowdel*
a general partner

By *D. R. Rive, R.D.*
a general partner

COPY

APPROVED AS TO FORM

Frank
ASSOC CITY ATTORNEY