

DOC # 2010-0273734
 06/15/2010 08:00A Fee:36.00
 Page 1 of 8
 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: 10250 Adobe Street

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			8						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
me 50221						T	CTY	UNI	513

COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS TO HOLD PROPERTY AS ONE

36



THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS TO HOLD PROPERTY AS ONE ("Covenant") is made and entered into this 2nd day of Jan 2010 by and between **RAYMOND VASQUEZ AND MARCIA VASQUEZ**, husband and wife as Joint Tenants ("Declarants"), with reference to the following facts:

A. Declarants are the fee owners of that certain real property located in the City of Riverside, County of Riverside, State of California as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("Declarant's Property").

B. Declarants have purchased from the City of Riverside ("City") that certain real property located adjacent to the Property, which City property is more particularly described in Exhibit "B" attached hereto and incorporated herein by reference ("City Property").

C. The Property is located at 10250 Adobe Street, Riverside, California. Collectively the Declarants Property and the City Property are referred to as the "Property".

D The City Property is a remnant parcel and not of sufficient size to develop. As a condition of the sale of the City Property to Declarant, the City is requiring Declarant to record a covenant to hold the Property as one until such time as Declarant is able to process a Lot Consolidation/Parcel Merger.

E. Declarants desire to hold the Property as a one parcel and therefore agree to enter into the following covenants and agreements and declaration of restrictions as required by the City.

NOW, THEREFORE, incorporating the above recitals, Declarants hereby declare that the Property and the City Property is and hereafter shall be held, conveyed, transferred, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the following declaration,

limitations, covenants, conditions, and restrictions, which are imposed as equitable servitudes on the Property. All of the covenants, conditions, limitations and restrictions shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the Property or portion thereof, 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 sublessee made by Declarants, of the Property shall be and hereby is deemed to incorporate by reference all of the provisions of this Covenant. The Declarants hereto mutually agree as follows:

1. Property to be Held as One. Declarants hereby agree that until such time as Declarants apply for, process and record a Lot Consolidation/Parcel Merger, the Declarant's Property and the City Property shall only be occupied, sold, transferred, encumbered, conveyed, leased and used as a single parcel.

2. Notice of Sale or Transfer. In the event of any sale, lease or transfer (voluntarily or involuntarily) of the Property, Declarants covenant and agree to provide notice to the Real Property Services Manager of the City not less than thirty (30) days prior to the transfer of any interest in or to either Parcel of the Property.

3. Noncompliance. In the event of noncompliance with any provision under this Covenant, the City may take any and all enforcement actions provided for by any provision of the Riverside Municipal Code, or exercise any other remedy under the law to which the City may be entitled. Should the City bring an action to enforce the terms of this Covenant and Agreement, the prevailing party shall be entitled to costs of suit, including reasonable attorneys' fees.

4. Successors. This Covenant shall run with the land and shall be binding upon and inure to the benefit of Declarants, their heirs, successors, future owners, encumbrancers, and assigns with respect to the subject Property, without any rights herein being deemed personal to any of them.

5. Deemed Consent. Any person who now or hereafter owns or acquires any right, title or interest in or to the Property shall be deemed to have consented and agreed to every covenant, condition and restriction contained herein whether or not any reference to this Covenant is contained in the instrument by which such person acquired an interest in the Property.

6. Consent of City. This Covenant shall not be modified, amended or terminated without the prior written consent of the Development Director of the City of Riverside, duly recorded.

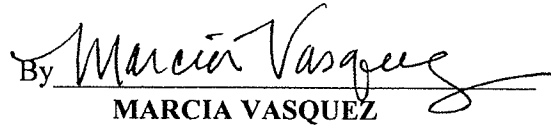
7. Merger. This Covenant shall not be subject to the doctrine of merger, even though the underlying fee ownership of the Property described herein may become vested in one party or entity.



IN WITNESS WHEREOF, the parties hereto have executed this Covenant and Agreement and Declaration of Restrictions to Hold Property as a Unified Project on the date first written above.

DECLARANTS.


By 
RAYMOND VASQUEZ

By 
MARCIA VASQUEZ

Approved as to Content:


Development Department

Approved as to Form:


Supervising Deputy City Attorney

O:\Cycom\WPDocs\D030\P009\00025285.DOC
CA: 09-2448





All-purpose Acknowledgment California only

State of California

County of Orange

On 6/2010 before me, Denise T. M. Farris, NOTARY PUBLIC, (here insert name and title of the officer),

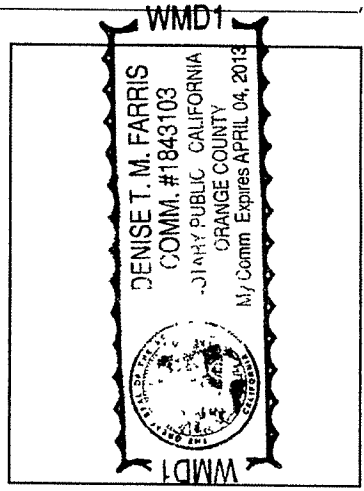
personally appeared Raymond Vasquez

who proved to me on the basis of satisfactory evidence to be the person whose name is 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

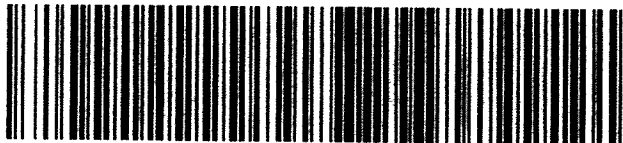
Signature Denise T. M. Farris



Notary Seal

Scanner Enabled Stores should scan this form
Manual Submission Route to Deposit Operations

DSG5350 CA (12-07 113424)



FO01-000DSG5350CA-01



2010-0273734
0E/15/2010 02 00A
4 of 8

C/A 1114

EXHIBIT "B"
CALIFORNIA AVENUE EXTENSION
Excess Property – Portion Lot 3

That portion of Lot 3 in Block 47 as shown by map of La Granada on file in Book 12 of Maps at Pages 42 through 51 thereof, Records of Riverside County, California, described as follows:

Commencing at the intersection of the centerline of Tyler Street with the Northeasterly prolongation of the centerline of California Avenue as shown on Tract No. 8006, on file in Book 94 of Maps at Pages 59 through 63 thereof, Records of Riverside County, California;

Thence N.57°55'23"E. along said Northeasterly prolongation of the centerline of California Avenue, a distance of 281.62 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 680.00 feet, said course hereinafter referred to as COURSE "A";

Thence Northeasterly to the right along said curve through a central angle of 37°21'40", an arc length of 443.41 feet to a line parallel with and distant 19.00 feet Southerly, as measured at right angles, from the centerline of Tomlinson Avenue as shown on said map of La Granada, said curve hereinafter referred to as COURSE "B";

Thence returning to the Northeasterly terminus of said COURSE "A", said point being the beginning of a tangent curve concave Southeasterly and having a radius of 680.00 feet, said curve being the aforementioned COURSE "B";

Thence along said COURSE "B" through a central angle of 07°27'32", an arc distance of 88.52 feet to an intersection with a line, radial to said curve, and passing through the most Easterly corner of Lot 2 in said Block 47,

Thence N.24°37'05"W. along said radial line, a distance of 44.00 feet to the Northerly line of California Avenue and the POINT OF BEGINNING of the parcel of land to be described;

Thence continuing on said radial line N.24°37'05"W., a distance of 55.65 feet to the most Easterly corner of Lot 2 in said Block 47;

Thence S.56°19'43"W. along the Southeasterly lines of Lots 1 and 2 in said Block 47, a distance of 330.24 feet to a line parallel and distant 55.00 feet Northeasterly as measured at right angles from the centerline of said Tyler Street;

Thence S.33°38'51"E. along said parallel line, a distance of 17.50 feet;

Thence S.77°51'44"E., a distance of 32.07 feet to a line parallel with and distant 44.00 feet Northwesterly, as measured at right angles from said COURSE "A";



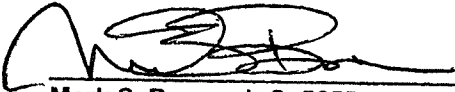
Thence N.57°55'23"E. along said parallel line, a distance of 205.43 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 724.00 feet, said curve being concentric and 44.00 feet Northwesterly as measured on a radial line with said curve described as COURSE "B";

Thence along said curve through a central angle of 07°27'32", an arc distance of 94.25 feet to the point of beginning;

EXCEPTING THEREFROM that portion of said Lot 3 lying Westerly of a line that is parallel with and distant 10.00 feet Easterly of the Westerly line of said Lot 3.

The above described parcel of land contains 0.198 acres, more or less.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.


Mark S. Brown, L.S. 5655
License Expires 9/30/09

5/5/08
Date

Prep. E.V.



2010-0273734
06/15/2010 08:00A
7 of 8

