

167074

Allard, Shelton & O'Connor
100 Pomona Mall West
Pomona, CA 91766
Attn: LA Shelton

COVENANT AND AGREEMENT
FOR,
RELOCATION AND CONSTRUCTION OF IMPROVEMENTS

Parcel Map 11313, Southerly side of University Avenue West of Iowa Avenue.

THIS COVENANT AND AGREEMENT is made and entered into this 9th day of July, 1979, by MAURICE M. WEISS, a married man, the owner of record of the real property situated in the City of Riverside, County of Riverside, State of California, described as follows:

(See attached legal description)

WITNESSETH:

WHEREAS the property hereinabove described abuts the southerly side of a ninety-nine (99) foot wide University Avenue right-of-way, which right-of-way is presently improved on the southerly side with curb and sidewalk to within thirty-two (32) feet of the centerline of University Avenue; and

WHEREAS the City of Riverside plans to widen University Avenue at some time in the future so that the paved roadbed of University Avenue will extend for forty-three (43) feet northerly and southerly of its centerline, said widening being in conformance with the General Plan of the City of Riverside;

NOW, THEREFORE, for the purpose of complying with the conditions imposed by the City of Riverside, California, for the approval of Parcel Map 11318, and in lieu of obtaining a performance bond which otherwise would have been required, the undersigned hereby covenants and agrees with the City of Riverside as follows:

1. At such time as the City of Riverside widens University Avenue as noted above and upon written Notice to Proceed from the City, the undersigned will remove and relocate the existing curb and sidewalk fronting on the University Avenue side of the property described above to the extent necessary that all such curb and sidewalk is forty-three (43) feet from the centerline of University Avenue; and further, the undersigned will construct appropriate paving, gutter, aprons and cross-gutters, driveway approaches and parkway grading in accordance with plans and specifications approved by the City of Riverside, all of said work and improvements being constructed at the undersigned's sole expense. The undersigned will commence said work within ninety (90) days after the City of Riverside gives the undersigned written notice to proceed with said work, and complete said work within the time prescribed by said City in said Notice.

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2. In the event the City of Riverside elects to perform the above described work itself, or have it performed on the City's behalf by another, the undersigned shall pay the City of Riverside an amount equal to the full cost of such work which payment shall be made within thirty (30) days after written demand by the City of Riverside for such payment.
3. In the event the undersigned defaults in its obligations and fails to commence or complete the work as provided in paragraph 1 above and the City must perform the work itself or have it performed on the City's behalf, or in the event the undersigned fails to pay the cost of the work as provided in paragraph 2, in the event the City elected to perform the work itself or have it performed on the City's behalf, the undersigned shall pay to the City of Riverside interest on the amount owed said City at the rate of seven percent per annum on the unpaid principal, from and after the date of such default. Should the City of Riverside bring suit in court to enforce the terms of this covenant and agreement, the undersigned, on behalf of itself and its successors or assigns, further agrees to pay to the City of Riverside, said City's court costs and reasonable attorneys' fees.

This covenant and agreement shall run with the land and shall be binding upon the undersigned, its successors or assigns.

IN WITNESS WHEREOF the undersigned has caused this covenant and agreement to be executed the day and year first above written.

Maurice M. Weiss
Maurice M. Weiss

Edna Weiss
Edna Weiss

APPROVED AS TO FORM
Barbara P. ...
ASST. CITY ATTORNEY

167074

TO 1944 CA 19-781
(Individual)

STATE OF CALIFORNIA } \$5.
COUNTY OF Los Angeles

On 5-17-79 before me, the undersigned, a Notary Public in and for said State, personally appeared ~~MAURICE M. WEISS~~ MAURICE M. WEISS

known to me
to be the person who's name is subscribed
to the within instrument and acknowledged that he executed the same.
WITNESS my hand and official seal.

Carol A. Johnson
Signature
Carol A. Johnson

OFFICIAL SEAL
CAROL A. JOHNSON
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
EXPIRES FEB 28, 1983

(This area for official notarial seal)

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TO 1944 CA (8-74)
(Individual)

TITLE INSURANCE
AND TRUST
A FIDELITY COMPANY

167074
← STAPLE HERE

STATS OF CALIFORNIA
COUNTY OF Los Angeles } SS.

On 6-20-79 before me, the undersigned, a Notary Public in and for said
State, personally appeared EDNA WEISS

_____ knows to me
to be the person whose name is _____ subscribed
to the within instrument and acknowledged that she
executed the same.

WITNESS my hand and official seal.

Signature Carol A. Johnson



(This area for official notarial seal)

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EXHIBIT "A"

Parcels 3 and 4 as shown on Record of Survey on file in
Book 42 of Records of Survey, at Page 28 thereof, Records of
Riverside County, California.

George P. Hutchins
6/25/79

167074

RECORD FOR RECORD
S. J. ...
S. J. ...
67074
AUG - 28 1979
6

END RECORDED DOCUMENT DONALD D. SULLIVAN, COUNTY RECORDER

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