

RECORDING REQUESTED BY:

017858

WHEN RECORDED MAIL TO:

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Riverside, California 92522

Project: R-23-889

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JAN 16 1990
Recorded in Official Records
of Riverside County, California
William E. Stoney
RECORDER
Fee 3

COVENANT AND AGREEMENT
DECLARATION OF RESTRICTIONS

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this *11th* day of *January*, 1990, by JOHN E. DE GENNARO and GLORIA DE GENNARO, husband and wife as joint tenants, the owners of record of the following described real property located in the City of Riverside, County of Riverside, State of California, hereinafter referred to as "the Property".

That portion of the West 60 acres of the South half of Section 9, Township 3 South, Range 4 West, San Bernardino Base and Meridian, according to an Official plat thereof, described as follows:

BEGINNING at the Southwest corner of said Section;
THENCE North 660 feet on the West line thereof;
THENCE East, 990 feet parallel with the South line of said Section;
THENCE South 660 feet, parallel with said West line to a point on the West line of said Section;
THENCE West, 990 feet on said South line to the POINT OF BEGINNING;

EXCEPTING therefrom the portion thereof conveyed to the County of Riverside, by Deed recorded April 17, 1956 in Book 1898, Page 284 of Official Records of Riverside County, California, over the Southerly rectangular 40 feet of said Southwest quarter;

ALSO EXCEPTING THEREFROM the Westerly 33.00 feet of the Northerly 620.00 feet of the Southerly 660.00 feet of said Section 9;

ALSO EXCEPTING THEREFROM that portion of said Section 9 described as follows:

COMMENCING at the Southwest corner of said Section 9;

THENCE northerly on the West line of said Section 9, a distance of 40.00 feet to a line parallel with and distant 40.00 feet Northerly, as measured at right angles, from the South line of said Section 9;

said parallel line also being the Northerly line of that certain parcel of land conveyed to the County of Riverside as Parcel 1 by deed recorded April 17, 1956, as Instrument No. 27400 of Official Records of Riverside County, California;

THENCE Easterly along said parallel line and along said Northerly line, a distance of 33.00 feet to a line parallel with and distant 33.00 feet Easterly, as measured at right angles, from said West line and the POINT OF BEGINNING of the parcel of land being described;

THENCE Northerly along said last mentioned parallel line, a distance of 15.00 feet to a line parallel with and distant 55.00 feet Northerly, as measured at right angles, from said South line;

THENCE Southeasterly a distance of 20.76 feet to a point in said Northerly line distant therein 47.35 feet Easterly of said West line;

THENCE Westerly along said Northerly line, a distance of 14.35 feet to said POINT OF BEGINNING.

WHEREAS the undersigned desire to have the Property rezoned from the Residential Agricultural (RA) and the Restricted Commercial (C-2) Zones to the C-2 Zone; and

WHEREAS the City of Riverside has required, as a condition of approval for rezoning the Property to the C-2 Zone, that the owners of the Property agree that a traffic generation/impact study will be prepared for the Property and traffic mitigation measures will be implemented; and

WHEREAS the undersigned desire to comply with the condition of approval and to place certain restrictions on the Property;

NOW, THEREFORE, the undersigned hereby covenant and agree with the City of Riverside that the following restrictions shall apply to the Property:

1. Prior to issuance of any building permit for the Property, the owners of the Property or their designated representatives shall prepare or have prepared a traffic generation/impact study satisfactory to the Public Works Department of the City of Riverside. If, after review of the study, the Public Works Department determines that traffic mitigation measures, including but not limited to traffic signals, are needed, such mitigation measures shall be implemented by the owners of the Property or their designated representatives to the satisfaction of the Public Works Department, in compliance with City of Riverside specifications and within a time period to be determined by the Public Works Department.

2. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City of Riverside, its successors and assigns. Should the City bring an action to enforce

DESCRIPTION APPROVAL 1/12/90
George P. Hutchinson by Kgo
SURVEYOR, CITY OF RIVERSIDE

any of the terms of this Covenant and Agreement and Declaration of Restrictions, the prevailing party shall be entitled to reasonable attorneys' fees and expert witnesses' fees and other reasonable costs of suit.

3. This Covenant and Agreement and Declaration of Restrictions shall run with the land and each and all of its terms shall be binding upon the undersigned, their heirs, successors and assigns, and shall continue in effect until such time as released by the City Council of the City of Riverside, California.

IN WITNESS WHEREOF the undersigned have caused this Covenant and Agreement and Declaration of Restrictions to be executed the day and year first written above.

[Signature]
JOHN E. DE GENNARO

[Signature]
GLORIA DE GENNARO

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney

GENERAL ACKNOWLEDGMENT

17858

NO. 201

State of CALIFORNIA
County of RIVERSIDE } SS.

On this the 11th day of JANUARY 1990, before me,

RAE M. WOJTASIEWICZ,

the undersigned Notary Public, personally appeared

JOHN E. DEGENNARO & GLORIA DE GENNARO

personally known to me
 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that they executed it. WITNESS my hand and official seal.

[Signature]
Notary's Signature

