

295596

WHEN RECORDED MAIL TO:

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

Project: Zoning Case R-3-856

RECEIVED FOR RECORD

Min. Post. Contract P.M.

AUG - 9 1990

Recorded in Official Records
of Riverside County, California

William S. Stonely
Recorder

Fees \$

COVENANT AND AGREEMENT
AND DECLARATION OF RESTRICTIONS

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 6 day of AUGUST, 1990, by GRETCHEN M. PALOZIE, a widow, as to an undivided one-half interest, and FRED E. EDGETT and CAROL ANN EDGETT, husband and wife, as to an undivided one-half interest, hereinafter collectively referred to as "Declarants", with reference to the following facts:

A. Declarants are the fee owners of the following described real property located in the City of Riverside, County of Riverside, State of California and hereinafter referred to as the "Northerly Property" and the "Southerly Property" respectively:

Northerly Property

Parcel 1

Lot 1 of El Grande Tract, as per map recorded in Book 5, Page 174 of Maps, in the office of the County Recorder of said County.

Excepting therefrom that portion deeded to the City of Riverside by Grant Deed recorded October 14, 1977 in Book 1977, Page 204297, Official Records.

Parcel 2

All that portion of Lot 2 in Block 65 of the Lands of the Riverside Land and Irrigating Company, as per map recorded in Book 1, Page 70 of Maps, in the office of the County Recorder of San Bernardino County described as follows:

Beginning at a point on the Southerly line of Indiana Avenue, 785 feet Westerly from the Westerly line of Madison Street as shown on said Map, said point being the Northwesterly corner of that certain parcel of land conveyed to J. A. McCracken by deed recorded on

September 3, 1921 in Book 44, Page 38, Official Records of Riverside County;

Thence Westerly along the Southerly line to a point 930 feet Westerly from the Westerly line of said Madison Street;

Thence at a right angle Southerly to the right of way of the Upper Canal of the Riverside Water Company;

Thence Easterly along said right of way line to the Southwesterly corner of said parcel of land conveyed to J. A. McCracken by the above-described deed;

Thence Northerly along the Westerly line of said parcel, to the point of beginning.

Southerly Property

Lot 21 of S. C. Evans Jr. Surplus Addition to Casa Blanca, as per map recorded in Book 4, page 96 of Maps, in the office of the County Recorder of said County.

The Northerly Property and the Southerly Property are separated by the Riverside Water Company Canal.

B. Declarants are seeking in City of Riverside Zoning Case R-3-856 to rezone the Southerly Property from the Residential-1 ("R-1-65") Zone to the General Commercial ("C-3") Zone. As a condition of approval of the proposed rezoning in Zoning Case R-3-856, the City of Riverside is requiring that the Southerly Property not be developed independently of the Northerly Property, and that a document be recorded which states that the Southerly Property shall only be developed in conjunction with Zone C-3 property to the north.

C. Declarants desire to comply with the condition imposed by the City of Riverside in Zoning Case R-3-856 as above described and to ensure that the Northerly Property and the Southerly Property will be developed as a unified project for the purpose of enhancing and protecting the value and attractiveness of both parcels.

NOW, THEREFORE, Declarants hereby declare that the Northerly Property and the Southerly Property shall be held, sold, conveyed, leased, occupied and used subject to the following restrictions, covenants and conditions which are for the purpose of complying with a condition imposed by the City of Riverside in Zoning Case R-3-856 and for protecting the value and desirability of both parcels:

1. The Southerly Property and the Northerly Property shall only be developed as part of a unified General Commercial ("C-3") zoned project, and neither parcel shall be developed independently of the other.

2. Any person, whether an individual, corporation, partnership, association or otherwise who now or hereafter owns or acquires any right, title or interest in or to any portion of the Northerly Property or the Southerly Property shall be deemed to have consented and agreed to the provisions of this Covenant and Agreement and Declaration of Restrictions and to be subject to the provisions contained herein.

3. The Northerly Property and the Southerly Property shall be held, conveyed, encumbered, leased, rented, used and occupied subject to the covenants, agreements and restrictions established hereinabove. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City of Riverside. Should the City of Riverside bring an action to enforce any provision of this Covenant and Agreement and Declaration of Restrictions, the prevailing party shall be entitled to court costs, including reasonable attorneys' fees.

4. This Covenant and Agreement and Declaration of Restrictions shall run with the land and each and every term or condition thereof shall be binding upon the Declarants, their heirs, successors or assigns and shall continue in effect until released by the City Council of the City of Riverside.

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

Gretchen M. Palozie
GRETCHEN M. PALOZIE

Fred E. Edgett
FRED E. EDGETT

Carol Ann Edgett
CAROL ANN EDGETT

APPROVED AS TO CONTENT:

Jeff A. Bell
Planning Department

BP/2635A/jm
7/31/90

APPROVED AS TO FORM
[Signature]
ASSOCIATE CITY ATTORNEY

DESCRIPTION APPROVAL: 8, 2, 90
George P. Hutchinson
SURVEYOR, CITY OF RIVERSIDE