

RECORDING REQUEST BY:

337042

WHEN RECORDED, MAIL TO:

CITY CLERK  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522

Project: Parcel Map 23652

RECEIVED FOR RECORD  
AT 8:00 O'CLOCK

SEP - 8 1992

Recorded in Official Records  
of Riverside County, California

Recorder  
Fees \$ 4

COVENANT AND AGREEMENT

THIS COVENANT AND AGREEMENT is made and entered into this day of *December 31*, 1990, by and between MARTIN COMMUNICATIONS, INC., a California corporation, PREMIER PARKING, INC., a California corporation, and LARRY WORCHELL, an individual (collectively referred to herein as "FIRST PARTY") and the SANTA ANA WATERSHED PROJECT AUTHORITY, a joint powers public agency (hereinafter referred to as "SECOND PARTY") with reference to the following facts:

A. FIRST PARTY is the fee owner of the following described real property (hereinafter referred to as "Parcel 1") located in the City of Riverside, County of Riverside, State of California, described as follows:

Parcel 1 of Parcel Map 23652 as shown by Map on file in Book 173 of Parcel Maps, at pages 23 and 24 thereof, records of Riverside County, California.

B. SECOND PARTY is the fee owner of the following described real property (hereinafter referred to as "Parcel 4") located in the City of Riverside, County of Riverside, State of California, described as follows:

Parcel 4 of Parcel Map 23652 as shown by Map on file in Book 173 of Parcel Maps, at pages 23 and 24 thereof, records of Riverside County, California.

C. SECOND PARTY purchased Parcel 4 from FIRST PARTY, which Parcel 4 was formerly part of a larger parcel owned by FIRST PARTY. At the time SECOND PARTY purchased Parcel 4 from FIRST PARTY, the larger parcel owned by FIRST PARTY was (and is) improved with two (2) large, double-faced advertising billboards (hereinafter referred to as the "Billboards"). FIRST PARTY retained ownership of the Billboards and the minimum amount of land upon which the Billboards are situated; thereby creating a panhandle on Parcel 1.

D. Application has been made to the City of Riverside (hereinafter referred to as "CITY") to divide the larger parcel of which Parcels 1 and 4 are a part by Parcel Map 23652. CITY has imposed upon the approval of Parcel Map 23652 the following condition:

3. Documentation shall be executed to the satisfaction of the Legal Department assuring that at such time as the Billboards on the panhandle portion of Parcel 1 are to be removed, the panhandle will be conveyed to Parcel 4 by parcel map waiver, but with no further Planning Commission action required.

E. By that certain instrument entitled "Grant of Easement and an Agreement to Quitclaim Interests in Real Property" (hereinafter referred to as the "Agreement") dated July 25, 1988 by and between FIRST PARTY and SECOND PARTY, SECOND PARTY granted to FIRST PARTY a non-exclusive "floating" easement for vehicular ingress and egress and turn-around over and across Parcel 4 for the purpose of facilitating the maintenance of FIRST PARTY'S Billboards. In said instrument, FIRST PARTY agreed that at such time as the Billboards are removed, FIRST PARTY shall duly execute and deliver a quitclaim or like writing that will convey all of FIRST PARTY'S interest in and to the Billboard property (the "panhandle") to SECOND PARTY. A description of the Billboard property was attached to said Agreement as Exhibit "B". Said Agreement was recorded July 28, 1988 as Instrument No. 211536, Official Records of Riverside County, California.

F. CITY has requested that a further assurance be given that the Billboard Property as described in Exhibit "B" to the Agreement will be combined as part of Parcel 4 by parcel map waiver or similar procedure approved by CITY at such time as the Billboard Property is to be quitclaimed to SECOND PARTY.

NOW, THEREFORE, incorporating the above recitals, and for the purpose of complying with a condition imposed by the CITY for the approval of Parcel Map 23652, FIRST PARTY and SECOND PARTY hereby covenant and agree as follows:

1. At such time as the Billboards located on Parcel 1 are to be removed, FIRST PARTY and SECOND PARTY or their successors or assigns shall file with CITY a complete application for a parcel map waiver or other then existing procedure to combine the panhandle of Parcel 1 referred to herein as the Billboard Property and as more specifically described in Exhibit "B" to the Agreement with Parcel 4. SECOND PARTY further agrees to pay to CITY such fees as may then be imposed for the processing of such application. Following the filing of such application, FIRST PARTY and SECOND PARTY shall take such actions as may be necessary to complete the processing of the application and the recording of a Certificate of Compliance or other appropriate document as expeditiously as possible.

2. This Covenant and Agreement is made and entered into for the purpose of complying with a condition imposed by the City for the approval of Parcel Map 23652 and may be enforced by the City, and may not be amended or terminated without the prior written consent of the City Council of City duly recorded.

3. The rights and obligations set forth herein are covenants, the benefits and burdens of which run with the lands described herein. Each of the parcels are benefited and bound by this Covenant and Agreement. It is the intention of the parties hereto that this Covenant and Agreement shall also bind the heirs, successors and assigns of FIRST PARTY and SECOND PARTY and that the benefits and burdens shall accrue and bind the heirs, successors and assigns of the lands described herein.

IN WITNESS WHEREOF, FIRST PARTY and SECOND PARTY have executed this Covenant and Agreement the date and year first above written.

FIRST PARTY:

SECOND PARTY:

MARTIN COMMUNICATIONS, INC.

SANTA ANA WATERSHED  
PROJECT AUTHORITY

By Thomas B. Martin  
President

By Maguel H. Falcone  
Title Chairman

By Rita C. Martin  
Secretary

By \_\_\_\_\_  
Title \_\_\_\_\_

PREMIER PARKING, INC.

By [Signature]  
President

By [Signature]  
Secretary

[Signature]  
LARRY WORCHELL

**APPROVED AS TO FORM**  
[Signature]  
**ASSISTANT CITY ATTORNEY**

BP/2490A/jm  
6/8/90

