

RECORDING REQUEST:

0: 2nd Wally Tye

STEWART TITLE CO,

WHEN RECORDED MAIL TO:

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

Project: Parcel Map 23114

RECEIVED FOR RECORD  
AT 4:00 O'CLOCK P.M.

FEB 28 1991

Recorded in Official Records  
of Riverside County, California

Recorder  
Fees \$ 51.  
*Wally Tye*

COVENANT AND AGREEMENT  
FOR MAINTENANCE OF PARKWAY AND LANDSCAPING

57  
23

THIS COVENANT AND AGREEMENT is made and entered into this 22nd day of February, 1991, by TYLER MALL ASSOCIATES, a California general partnership ("Declarant") with reference to the following facts:

A. Declarant is the fee owner of the following described real property (the "Property") located in the City of Riverside, County of Riverside, State of California:

Parcels 1, 3, 5, 6, 9, 11, 12 and 13 of Parcel Map 23114 as shown by map on file in Book 169 of Parcel Maps, at pages 72 through 82 thereof, records of Riverside County, California.

B. The Property is part of a regional shopping center consisting of approximately 64.25 acres known as the "Tyler Mall". The Tyler Mall is situated on the northeasterly side of Tyler Street, the southeasterly side of Magnolia Avenue, the southwesterly side of Hughes Alley, and the northwesterly side of the Riverside 91 Freeway. As part of its redevelopment, enhancement and expansion, the Tyler Mall is being divided or reconfigured into approximately 16 parcels by Vesting Parcel Map 23114.

C. Pursuant to a condition of the approval by the City of Riverside ("City") of Parcel Map 23114, the Hughes Alley Street Improvement Plan, CFD 90-2, R-3194 ("Plan") was filed with the Park and Recreation Department of City. Said Plan proposes the construction of a six-foot-high concrete block wall ("New Wall") on the easterly side of the Hughes Alley right-of-way, and a "reverse frontage" landscape treatment of the parkway between the New Wall and the easterly curb of Hughes Alley. The Park and Recreation Department approved the Plan and also Landscape Planting Plans L1 through L12, and Landscape Irrigation Plans LI1 through LI12, prepared by Lawrence, Reed, Moline, Ltd. subject to the Declarant, on

87979-P 68316

DESCRIPTION APPROVAL: 2/22/91

*Gregory P. Hutchinson*  
SURVEYOR, CITY OF RIVERSIDE

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behalf of the Property, maintaining such landscaping including all street trees along the Tyler Mall frontage within the Hughes Alley right-of-way to the standards of City.

D. As part of the redevelopment of the Tyler Mall and proposed street improvements related thereto, approximately thirteen mature Crape Myrtle trees owned by City were removed from the Tyler Street right-of-way. The plans submitted to the Park and Recreation Department propose to utilize the Crape Myrtle trees in the Tyler Mall enhancement and not within the Tyler Street right-of-way. The Park and Recreation Department is willing to allow the Crape Myrtle trees to be replanted on the Tyler Mall site provided that the Crape Myrtle trees and all street trees fronting on the Tyler Mall within the Hughes Alley right-of-way are properly maintained by, and replaced as necessary, at the sole cost and expense of Declarant, on behalf of the Property.

E. In recognition and in consideration of the approval by the City of the Plan with a reverse frontage landscape treatment along Hughes Alley and the necessary relocation of certain street trees to the Tyler Mall site, Declarant as owner of all but one of the parcels of the Tyler Mall immediately adjacent to and abutting upon Hughes Alley and as owner of eight of the sixteen parcels comprising the entire Tyler Mall is willing to undertake such commitment and responsibility and to assume on behalf of the Property all costs for the maintenance and replacement of the landscaping, including the street trees fronting on the Tyler Mall within the Hughes Alley right-of-way, as hereinafter set forth in paragraphs 1 and 2 below.

NOW, THEREFORE, incorporating the above recitals and in consideration of the approval of Parcel Map 23114, Declarant hereby covenants and agrees with the City as follows:

1. The public parkway parallel to Hughes Alley consisting of that area between the New Wall and the easterly curb of Hughes Alley for the entire length of the New Wall shall be landscaped in accordance with plans on file with and approved by the Park and Recreation Department of City as a condition for the approval of Parcel Map 23114, and Declarant, on behalf of the Property, at its sole cost and expense shall maintain the landscaping in said parkway in a healthy and attractive condition according to recognized horticultural standards and to the reasonable satisfaction of the Park and Recreation Department. In meeting its obligations hereunder, Declarant shall be responsible for the payment of all water used; the installation, repair and maintenance of any irrigation system, the application of fertilizer, and the replacement in kind of any dead plants.

2. Declarant shall also be responsible for the maintenance of the thirteen Crape Myrtle trees removed from the Tyler Street

right-of-way and replanted on Tyler Mall at the locations as shown on the plan attached hereto as Exhibit "A", and incorporated herein by this reference, and the street trees fronting the Tyler Mall within the Hughes Alley right-of-way. Declarant hereby agrees to maintain said trees in a healthy and attractive condition, including watering and trimming at Declarant's sole cost and expense, according to recognized horticultural standards and to the reasonable satisfaction of the City. In the event any of the said trees dies, Declarant shall promptly replace said tree by planting a replacement tree of equal size and species in the same location.

3. The responsibilities and related costs as set forth hereinabove shall be appurtenant to, and shall be borne on a pro rata acreage basis by the owners of the parcels comprising the Property as described above.

4. The terms of this Covenant and Agreement may be enforced by the City, its successors and assigns. Should the City bring an action to enforce any of the terms hereof, the prevailing party shall be entitled to costs of suit, including reasonable attorneys' fees.

5. This Covenant and Agreement shall run with the land and each and all of its terms shall be binding upon Declarant, its successors and assigns, and shall continue in effect until such time as released by the City Council of the City.

IN WITNESS WHEREOF Declarant has caused this Covenant and Agreement to be duly executed the day and year first above written.

TYLER MALL ASSOCIATES, a  
California general partnership

By: CIGNA PROPERTY AND CASUALTY  
INSURANCE COMPANY, a Connecticut  
corporation

By: CIGNA INVESTMENTS, INC., a  
Delaware corporation,  
Its Authorized Representative

By John R. Schuman  
Title Vice President

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

By: TYLER MALL PARTNERS, L.P., a  
California limited partnership

By: DONAHUE SCHRIBER,  
a California corporation,  
Its General Partner

By Thomas L. Schriber  
Thomas L. Schriber, President

By Daniel W. Donahue  
Daniel W. Donahue, Secretary

APPROVED AS TO CONTENTS:

Dee W. Bachman  
Park and Recreation Director  
City of Riverside

APPROVED AS TO FORM:

[Signature]  
Assistant City Attorney

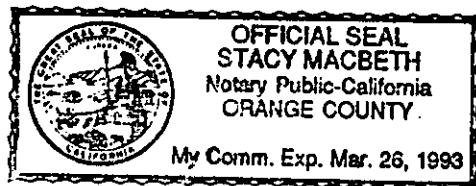
STATE OF CALIFORNIA)  
                                          ) ss.  
COUNTY OF ORANGE )

On February 22, 1991, before me the undersigned, a Notary Public in and for said State, personally appeared John R. Schumann, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President of CIGNA INVESTMENTS, INC., a Delaware corporation, authorized signatory for CIGNA PROPERTY AND CASUALTY INSURANCE COMPANY, a specially chartered Connecticut corporation created by a special Act of Legislature, said corporation being one of the General Partners of TYLER MALL ASSOCIATES, a California general partnership, the partnership that executed the within instrument, and acknowledged to me that said corporation executed the same as the General Partner of said general partnership, and that said general partnership executed the same.

WITNESS my hand and official seal.

Signature Stacy MacBeth

[SEAL]



STATE OF CALIFORNIA

COUNTY OF ORANGE

On February 22, 1991, before me the undersigned, a Notary Public in and for said State, personally appeared Daniel W. Donahue and Thomas L. Schriber, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Secretary and President of DONAHUE SCHRIBER, a California corporation, said corporation being the General Partner of TYLER MALL PARTNERS, L.P., a California limited partnership, said limited partnership being one of the General Partners of TYLER MALL ASSOCIATES, a California general partnership, the partnership that executed the within instrument, and acknowledged to me that said corporation executed the same as the General Partner of said limited partnership, and that said limited partnership executed the same as a General Partner of said general partnership, and that said general partnership executed the same.

WITNESS my hand and official seal.

SIGNATURE

Stacy MacBeth

[SEAL]

