

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

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

Project: Parcel Map 26355

RECEIVED FOR RECORD
AT 2:00 O'CLOCK P.M.

FEB 13 1992

Recorded in Official Records
of Riverside County, California

Alvin [Signature]
Recorder
Fees \$ 14

COVENANT AND AGREEMENT
AND DECLARATION OF RESTRICTIONS

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS ("Declaration") is made and entered into this 11th day of February, 1992, by AIRPORT ONE, a California limited partnership ("Declarant") with reference to the following facts:

A. Declarant is the fee owner of that certain real property (the "Property") located in the City of Riverside, County of Riverside, described as follows:

Parcels 1 through 5 of Parcel Map No. 26355 as shown by map on file in Book 174 of Parcels Maps, at pages 66 through 69 inclusive, records of Riverside County, California.

Parcels 1 through 5 are located at the southeasterly intersection of Morris Street and Doolittle Avenue in the vicinity of the Riverside Municipal Airport.

B. As a condition to the approval of Parcel Map 26355, Doolittle Avenue is to be improved to six-lane street standards to accommodate the future relocation of Van Buren Boulevard allowing for extension of the Riverside Municipal Airport runway.

C. As the relocation of Van Buren Boulevard to the Doolittle Avenue alignment is not imminent, the City of Riverside ("City") is willing to modify certain of the conditions of approval for Parcel Map 26355 including the deletion of the cash payment of one-third of the cost of the future median construction in Doolittle Avenue and allowing Declarant to provide an Offer of Dedication for the right of way of Doolittle Avenue to 60 feet from construction centerline and street improvements consistent with a two-lane industrial street, including installation of curb and gutter,

DECLARATION APPROVED 2/11/92

By _____
SURVEYOR, CITY OF RIVERSIDE

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sidewalk, and 20 feet of paving; provided that Declarant execute and record a covenant and agreement to ensure that current and future owners of the parcels of the Property will, prior to occupancy of buildings constructed on site, agree to form a landscape maintenance assessment district to maintain median landscaping if and when Van Buren Boulevard is relocated to the Doolittle Avenue alignment.

D. As a further condition of approval of Parcel Map 26355, documentation must be submitted prior to map recordation for the approval of the City's Planning and Legal Departments to assure mutual access for ingress, egress, parking and/or utilities across all parcels if joint driveways, parking and access is contemplated.

E. As a further condition of approval of Parcel Map 26355, Declarant is required to pay certain water fees and charges including back-up facility fees and service and meter fees prior to map recordation. City is willing to defer the payment of the water fees until the sale of any of the parcels of the Property or upon application for a building permit for the development of any of the parcels of the Property, whichever shall first occur; provided, that Declarant execute and record a Covenant and Agreement agreeing to pay the water fees and charges for each parcel of the Property based upon the Water Rules then in effect when one of the above-noted conditions occurs.

F. Declarant intends by this Declaration to comply with all of the conditions above noted imposed by City for the approval of Parcel Map 26355, to accept the obligations, responsibilities and commitments herein made, and to impose upon the Property mutually beneficial restrictions, conditions, covenants and agreements for the benefit of the Property, the improvements to be constructed thereon, and the future owners of each of the parcels of the Property.

NOW, THEREFORE, incorporating the above recitals, and in consideration of the approval of Parcel Map 26355 and the modification of the conditions of such approval, Declarant hereby covenants and agrees with the City as follows:

1. Declarant for itself and its successors and assigns as to each parcel of the Property hereby irrevocably consents to the formation of a landscape maintenance assessment district by City to maintain the median landscaping if and when Van Buren Boulevard is relocated to the Doolittle Avenue alignment, and hereby agrees to join in said assessment district and hereby waives any and all right to protest or object to the formation of such assessment district by City.

2. In the event the development of the Property or any parcel thereof contemplates joint driveways, parking or access, Declarant

for itself and its successors and assigns as to each parcel of the Property hereby agrees to establish, grant and convey without additional compensation nonexclusive easements for pedestrian and vehicular ingress and egress and parking on, over and across those areas of the remaining parcels as may be necessary to provide for any required joint driveway or parking. The easements granted or established shall include all rights necessary and proper for the installation, construction, maintenance, repair, replacement and use of driveways, walkways and parking areas. X

3. Declarant for itself and its successors and assigns as to each parcel of the Property hereby agrees to pay City the water fees and charges for all of the parcels of the Property hereby deferred upon the sale of any one of the parcels of the Property or the application of a building permit for any one of the parcels of the Property, whichever shall first occur. Said fees and charges shall be paid to City prior to or concurrently with the occurrence of either event at the rates as set forth in the Water Rules of the City then in effect at time payment is due.

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

5. Any person who now or hereafter owns or acquires any right, title or interest in or to any parcel of the Property shall be deemed to have consented and agreed to every covenant, condition, restriction and easement contained herein whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Property.

6. This Declaration 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 City.

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

AIRPORT ONE, a California
limited partnership

By James L. Whitaker
James L. Whitaker
General Partner