

RECORDING REQUESTED BY:

063149

WHEN RECORDED MAIL TO:

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

Project: Tract 24582

RECEIVED FOR RECORD
AT 8:30 O'CLOCK A.M.

FEB 25 1992

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$ 17

COVENANT AND AGREEMENT
FOR COMPLETION OF IMPROVEMENTS

THIS COVENANT AND AGREEMENT is made and entered into this *24th* day of *February*, 1992, by A.S.D., a California limited partnership, the owner of record of the real property (the "Property") situated in the City of Riverside, County of Riverside, State of California, described on Exhibit "A", attached hereto and incorporated herein.

WHEREAS the undersigned desires to record a final map for Tract 24582 which will divide the Property into nine lots which are all planned for future division into residential lots; and

WHEREAS Section 18.10.060(3) of the Riverside Municipal Code requires a certificate executed by the City Engineer of the City of Riverside, stating that plans for drains, drainage works and sewers sufficient to protect all lots in the subdivision from flood have been approved, that a complete set of plans covering all improvements has been filed with the Public Works Department and that the same have been checked and approved, and that all improvements have been completed in accord with the approved plans or that the subdivider has entered into an agreement with the City covering completion of all improvements and specifying the time for completing the same, to appear on the final map; and

WHEREAS the undersigned desires to enter into this Covenant and Agreement to meet the requirements of Section 18.10.060(3) of the Riverside Municipal Code by entering into an agreement with the City of Riverside covering completion of all improvements and specifying the time for completing the same;

NOW, THEREFORE, the undersigned hereby covenants and agrees with the City of Riverside as follows:

1. The undersigned, for itself and its successors and assigns, agrees to prepare plans, satisfactory to the Public Works Director of the City of Riverside, for drains, drainage works, and sewers for the Property sufficient to protect all lots in the subdivision from flood; to prepare a complete set of plans, satisfactory to the Public Works Director of the City of

Riverside, covering all improvements for the Property; and to complete all improvements for the Property as hereinafter provided in accordance with the approved plans; all as required by Title 18 of the Riverside Municipal Code.

2. The plans referenced in paragraph 1 above shall be completed prior to recordation of a final map for any future division of any lot or portion of a lot created by the final map for Tract 24582. The plans may be prepared on a lot-by-lot basis but shall cover other lots when necessary to meet the requirements of the future land divisions or Titles 18 or 19 of the Riverside Municipal Code.

3. The improvements referenced in paragraph 1 above shall be completed prior to recordation of a final map for any future division of any lot or portion of a lot created by the final map for Tract 24582 or shall be agreed to and guaranteed by sufficient security in a form satisfactory to the City of Riverside concurrent with the recordation of such future land division and completed in accordance with the improvement agreement for such land division. The improvements may be completed on a lot-by-lot basis (lots of Tract 24582) but shall include other lots when necessary to meet the requirements of the future land divisions or Titles 18 or 19 of the Riverside Municipal Code.

4. The undersigned for itself and its successors and assigns further covenants and agrees that no lot of the Property will be developed or improved or further subdivided or changed in use without providing for the plans and improvements as set forth above; nor shall any grading permits or building permits be issued by the City of Riverside for any lot until the required plans have been prepared and approved for said lot and provisions made for the completion of the improvements.

5. The undersigned further covenants and agrees that written notice of the requirements set forth in paragraphs 1 through 3 above and the restrictions set forth in paragraph 4 above will be given to all prospective buyers of any of the lots of the Property prior to any sale or conveyance of such lot.

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

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

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

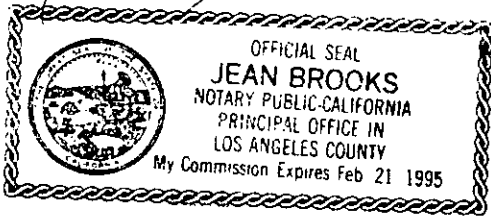
A.S.D., a California limited partnership

By [Signature]
Al Siegal, its general partner

Subscribed and sworn to before me this
24th day of February 1992

[Signature] Notary Public
in and for the county of
Los Angeles State of California

APPROVED AS TO FORM
[Signature]
ASST. CITY ATTORNEY



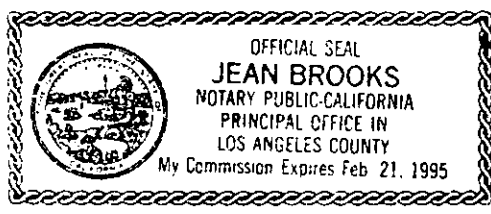
STATE OF CALIFORNIA LOS ANGELES
COUNTY OF _____

On FEBRUARY 24, 1992 before me, JEAN BROOKS

_____, Notary Public,
personally appeared ***** AL SIEGAL *****

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature [Signature]



(Seal)



January 28, 1992

J. F. Davidson Associates, Inc.
ENGINEERING PLANNING SURVEYING LANDSCAPE ARCHITECTURE

W.O. 8811168

EXHIBIT "A"
BOUNDARY DESCRIPTION
OF TENTATIVE TRACT 24582

Lot 4 in Block 28, Lots 1 and 2 in Block 29, Lots 1, 3 and 4 in block 38, Lots 1 and 2 in Block 39; also those certain unnamed streets known as Brown Street (vacated), Iris Street (vacated) and Gentian Street (vacated) lying within said Blocks 28, 29, 38 and 39, all being of the Alessandro Tract as shown by map on file in Book 6 of Maps, at page 13 thereof, Records of San Bernardino County, California.

EXCEPTING THEREFROM that portion lying Easterly of a line parallel with and 1369.50 feet Westerly, measured at right angles from the North-South center section line of Section 22, Township 3 South, Range 4 West, S.B.M.

ALSO EXCEPTING THEREFROM that portion lying Westerly of the Easterly line of Yarrow Lane as shown on Tract 22275-2 by map on file in Book 205 of Maps at pages 49 through 53 thereof, and Tract 22275 by map on file in book 207 of Maps at pages 6 through 8 thereof, both Records of Riverside County, California.

ALSO EXCEPTING THEREFROM that portion lying Westerly of the Easterly line of Orange Terrace Parkway (Lot "A") and Southerly of the Northerly line of Van Buren Boulevard (Lot "B") as shown on Tract 22551 by map on file in Book 187 of Maps at pages 62 through 66 thereof, Records of Riverside County, California.

ALSO EXCEPTING THEREFROM that portion lying Northerly of the following described line:

Commencing at the centerline intersection of Yarrow Lane and Siegal Avenue as shown on Tract 22275 by map on file in Book 207 of Maps at pages 6 through 8 thereof, Records of Riverside County, California;

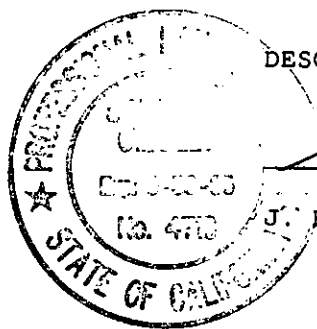
Thence S.00°04'38"E. along the centerline of said Yarrow Lane, a distance of 31.00 feet, to the Point of Beginning of said line description;

Thence N.89°55'22"E., a distance of 454.03 feet;

Thence S.00°04'23"E., a distance of 439.01 feet;

Thence N.89°55'37"E., a distance of 822.58 feet, to a point on a line parallel with and 1369.50 feet Westerly, measured at right angles from the North-South center section line of Section 22, Township 3 South, Range 4 West, S.B.M., said point being the termination of said line description.

MWC:MWC:bn
leg:fq0



DESCRIPTION PREPARED UNDER THE SUPERVISION OF:

Stephen M. O'Malley
Stephen M. O'Malley

1/28/92
Date

J. F. DAVIDSON ASSOCIATES, INC.

DESCRIPTION APPROVAL 2/24/92
Walter R. Isaac
SURVEYOR, CITY OF RIVERSIDE by

xbf