

104777

RECORDING REQUESTED BY:
ALAN D. PAUW, Attorney

WHEN RECORDED MAIL TO:

City Clerk
City of Riverside
3900 Main Street
Riverside, CA 92522

Project: Parcel Map 18727

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

MAR 22 1993

Recorder in Official Records
of Riverside County, California

Recorder
Fees \$

COVENANT AND AGREEMENT

The undersigned, JULIAN A. MOSS III, GLENN L. MOSS, and ROBIN A. BAER, partners in RJG PARTNERSHIP, a California partnership, hereby covenant and agree with the City of Riverside, California, as set forth herein:

RECITALS:

1. RJG PARTNERSHIP, a California general partnership, is the fee owner of the following described real property located in the City of Riverside, County of Riverside, State of California:

Parcel 3 of Parcel Map No. 18727, in the City of Riverside, County of Riverside, State of California, as shown by Map on file in Book 109, Pages 24 and 25 of Parcel Maps, Records of Riverside County, California:

EXCEPTING from said Parcel 3 that portion thereof described as follows:

Beginning at the most Southerly corner of said Parcel; Thence North 34 Degrees 00' 00" West along the Southwest line of said Parcel 3, a distance of 204.70 feet to the most Westerly corner of said Parcel; Thence North 55 Degrees 35' 45" East along the Northwesterly line of said Parcel 3, a distance

DESCRIPTION APPROVAL 3/18/93
for SURVEYOR, CITY OF RIVERSIDE by _____

of 99.35 feet to an angle point therein; Thence South 34 Degrees 21' 35" East along the boundary line of said Parcel 3, a distance of 20.03 feet to an angle point in the Northwesterly line of said Parcel 3 which bears South 55 Degrees 35' 20" West, 41.63 feet from the most Southerly corner of Parcel 2; Thence South 34 Degrees 00' 00" East, a distance of 173.85 feet to a point in the Southeasterly line of said Parcel 3; Thence South 49 Degrees 23' 55" West along said Southeasterly line, a distance of 100.14 feet to the Point of Beginning.

2. JULIAN A. MOSS JR., ROBERT L. EVERETT, and JULIA A. EVERETT, Trustees of A & B PROPERTIES TRUST under Trust Agreement dated August 28, 1979 ("the Subdivider"), submitted to the CITY OF RIVERSIDE for its approval a Parcel Map designated as Parcel Map No. 18727 on or about September 13, 1982.

3. The Subdivider had not completed all of the work or made all of the improvements required by Title 18 of the Riverside Municipal Code, or other ordinances of the CITY OF RIVERSIDE, requiring construction of improvements in connection with subdivisions.

3. Subdivider entered into an Agreement For Construction of Improvements with the CITY OF RIVERSIDE, consisting of a sanitary sewer and appurtenances, the expense of such improvements to be borne by Subdivider. The Agreement was dated September 16, 1982.

4. To date, the sanitary sewer and appurtenances have not been installed. Parcel 3 of the real property to which Parcel Map No. 18727 relates has been, and is being, used

solely as a storage lot.

5. Subsequent to the execution of the said Agreement, Subdivider conveyed a portion of the real property, consisting of Parcel Map 18727, to RJG PARTNERSHIP, a general partnership, whose partners are ROBIN A. BAER, JULIAN A. MOSS III, and GLENN L. MOSS.

6. Heretofore, from year to year, Subdivider, during its period of ownership of the said real property, and RJG PARTNERSHIP, during its period of ownership, have furnished to the CITY OF RIVERSIDE a performance bond issued by a surety guaranteeing the making and payment of the cost of installation of the sanitary sewer and appurtenances.

7. RJG PARTNERSHIP desires to avoid the necessity of furnishing a performance bond hereafter, but to enter into a covenant and agreement with the CITY OF RIVERSIDE to install the said improvements when required to do so.

Now, therefore, RJG PARTNERSHIP covenants and agrees as follows:

1. To fulfill and perform the Agreement For Construction of Improvements relating to Parcel Map No. 18727, dated September 16, 1982, entered into by Subdivider with the CITY OF RIVERSIDE and to pay for all costs and expenses of performance of the Agreement. The said Agreement provides for construction of a sanitary sewer and appurtenances. The performance of the installation of the sanitary sewer and

appurtenances shall be at such time as the use of the property which is the subject of Parcel Map No. 18727 requires such installation as required by the City of Riverside Public Works Department.

2. The performance of the said Agreement, dated September 16, 1982, shall be in all respects pursuant to, and in accordance with, the terms and conditions of the said Agreement.

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

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

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

RJG PARTNERSHIP, a California
general partnership

By: Robin A. Baer (NOW KNOWN
Robin A. Baer AS ROBIN A. MANNING)

104777

By: [Signature]
Julian A. Moss III

By: [Signature]
Glenn L. Moss

CITY OF RIVERSIDE APPROVED AS TO FORM

By: [Signature]
ASST. CITY ATTORNEY

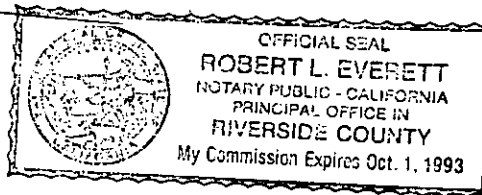
(Title)

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.

On the 17TH day of MARCH, 1993, before me, ROBERT L. EVERETT, a Notary Public in and for said State, personally appeared ROBIN A. BAER, 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, and that by his/her/their signature on the instrument, the persons, or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public

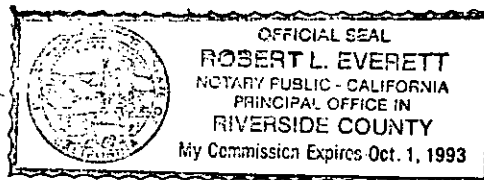


STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On the 17TH day of MARCH, 1993, before me, ROBERT L. EVERETT, Notary Public in and for said State, personally appeared JULIAN A. MOSS III, 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, and that by his/her/their signature on the instrument, the persons, or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

[Signature]
Notary Public



STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On the 17TH day of MARCH, 1993, before me, ROBERT L. EVERETT, a Notary Public in and for said State, personally appeared GLENN L. MOSS, 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, and that by his/her/their signature on the instrument, the persons, or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public

