

454993

WHEN RECORDED MAIL TO:

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

Project: Tract 24641

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

DEC - 5 1994

Recorded in Official Records
of Riverside County, California

Recorder

Fees \$ 18

**COVENANT AND AGREEMENT
FOR COMPLETION OF IMPROVEMENTS**

This COVENANT AND AGREEMENT is made and entered into this 30TH day of NOVEMBER, 1994, by T.M.M. REALTY SERVICES, a California Corporation ("Declarant"), with reference to the following facts:

- A. Declarant is the fee owner of the real property ("Property") situated in the City of Riverside, County of Riverside, State of California, described on Exhibit "A," attached hereto and incorporated herein.
- B. Declarant desires to record a final map for Tract 24641 which will divide the Property into six lots which are all planned for future division into residential lots.
- C. 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.
- D. Declarant 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 improvement and specifying the time for completing the same;

NOW, THEREFORE, incorporating the above referenced facts, Declarant hereby covenants and agrees with the City of Riverside as follows:

- 1. Declarant, 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

CA463

24641. 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 24641 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 24641) 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. Declarant, 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. Declarant 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 Declarant, 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, Declarant has caused this Covenant and Agreement to be duly executed the day and year first above written.

T.M.M. REALTY SERVICES, a California Corporation

By: [Signature]

Title: VICE PRESIDENT

By: [Signature]

Title: Vice President

APPROVED AS TO CONTENT:

[Signature]
Public Works Department

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney

State of CALIFORNIA
County of Los Angeles

On 11/30/94 before me, Maria B. Naguit, Notary Public
(DATE) (NAME/TITLE OF OFFICER - i.e. JANE DOE, NOTARY PUBLIC)
personally appeared SEAN MATTON and BETH FISCHER
(NAME(S) OF SIGNER(S))

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.



(SEAL)

Witness my hand and official seal.

Maria B. Naguit
(SIGNATURE OF NOTARY)

RIGHT THUMBPRINT (Optional)



CAPACITY CLAIMED BY SIGNER(S)
 INDIVIDUAL(S)
 CORPORATE

OFFICER(S) _____ (TITLE)
 PARTNER(S) LIMITED GENERAL
 ATTORNEY IN FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies))

RIGHT THUMBPRINT (Optional)



CAPACITY CLAIMED BY SIGNER(S)
 INDIVIDUAL(S)
 CORPORATE VPs

OFFICER(S) _____ (TITLE)
 PARTNER(S) LIMITED GENERAL
 ATTORNEY IN FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies))

TMM

ATTENTION NOTARY

The information requested below and in the column to the right is OPTIONAL. Recording of this document is not required by law and is also optional. It could, however, prevent fraudulent attachment of this certificate to any unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:
Title or Type of Document Covenant & Agreement
Number of Pages 2 Date of Document _____
Signer(s) Other Than Named Above Public Works Dept. Best City Attorney



EXHIBIT "A"

November 17, 1994

Project No. 9413210

BOUNDARY LEGAL DESCRIPTION
Tract 24641 - TMM Realty

That portion of Lot 3 and 4 in Block 25, Lots 1, 2, 3 and 4 in Block 26, Lot 1 in Block 27, an unnamed street known as Cole Avenue lying between said Blocks 25 and 26 and an unnamed street known as Barton Street lying between said Blocks 26 and 27, 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, described as follows:

Beginning at the Northwest corner of Orange Terrace Parkway (Parcel 4) of Record of Survey on file in Book 83 at Pages 51 through 56 thereof, Records of Riverside County, California;

The following 4 courses being along the Easterly line of Trautwein Road (Parcels 1, 2 and 8) of said Record of Survey;

Thence N.46°02'09"W., a distance of 29.70 feet;

Thence N.01°02'09"W., a distance of 815.78 feet;

Thence Northwesterly on a curve concave Southwesterly, having a radius of 3057.00 feet, through an angle of 16°02'12", an arc length of 855.63 feet;

Thence N.17°04'21"W., a distance of 210.00 feet;

Thence N.72°55'39"E., a distance of 838.55 feet;

Thence Northeasterly and Southeasterly on a curve concave Southerly, having a radius of 1610.00 feet, through an angle of 52°07'59," an arc length of 1464.93 feet;

Thence S.54°56'22"E., a distance of 1836.58 feet;

Thence Southeasterly on a curve concave Northeasterly, having a radius of 990.00 feet, through an angle of 31°03'14", an arc length of 536.57 feet;

Thence S.04°53'40"W., a distance of 378.28 feet;

Thence Southwesterly on a curve concave Northwesterly, having a radius of 333.00 feet, through an angle of 08°58'00," an arc length of 52.11 feet;

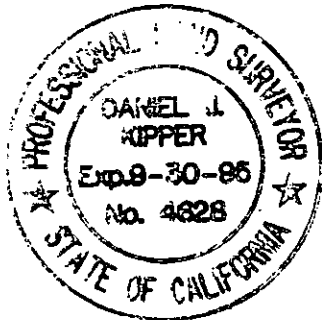
Thence S.13°51'40"W., a distance of 258.58 feet to the Northerly line of Orange Terrace Parkway as shown on Tract 22551 by map on file in Book 187 of Maps at Pages 62 through 66 thereof, Records of Riverside County, California;

The following 3 courses being along the Northerly line of Orange Terrace Parkway as shown on said Tract 22551 and said Record of Survey;

Thence N.76°08'20"W., a distance of 136.18 feet;

Thence Northwesterly on a curve concave Southwesterly, having a radius of 1257.00 feet, through an angle of 14°53'49," an arc length of 326.82 feet;

Thence S.88°57'51"W., a distance of 3411.75 feet to the Point of Beginning.



J. F. DAVIDSON ASSOCIATES, INC.
Prepared Under the Supervision of:

Daniel J. Kipper
Daniel J. Kipper, PLS No. 4628

Date: 11-17-94

MWC/DJK/mh

DESCRIPTION APPROVAL 12/1/94
M.C.B. by WE
SURVEYOR, CITY OF RIVERSIDE