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

OCT 25 1996

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GOVERNMENT CODE SECTION 86403

Recorded in Official Records  
of Riverside County, California

Recorder  
Fees \$

Project: Case VC-001-956

COVENANT AND AGREEMENT

THIS COVENANT AND AGREEMENT is made and entered into this <sup>15th</sup> day of <sup>August</sup>, 1996, by DWIGHT A. STONE and LYNNE T. STONE, husband and wife ("collectively, "First Party") and ANTHONY W. VENTIMIGLIO and ANDREA VENTIMIGLIO (collectively, "Second Party") with reference to the following facts:

A. First Party is the fee owner of the real property ("Lot 8") situated in the City of Riverside, County of Riverside, State of California, described as follows:

Lot 8 of Monterey Manor, as shown by map on file in Book 27 of Maps, at pages 2 and 3 thereof, records of Riverside County, California.

Lot 8 is also known as 5257 Monterey Road, Riverside, California.

B. Second Party is the fee owner of the real property ("Parcel 9) situated in the City of Riverside, County of Riverside, State of California, described as follows:

Lot 9 of Monterey Manor, as shown by map on file in Book 27 of Maps, at pages 2 and 3 thereof, records of Riverside County, California.

Lot 9 is also known as 2998 Berkeley Road, Riverside, California.

C. Lots 8 and 9 are part of a single-family residential subdivision and are adjoining lots only separated by Lot "D". Lot "D" was dedicated for walkway, drainage and sewer purposes by said map of Monterey Manor on file in Book 27 of Maps, at pages 2 and 3 thereof, records of Riverside County,

DESCRIPTION APPROVAL:  
5/10/96  
SURVEYOR, CITY OF RIVERSIDE

California, and accepted for such use by the City of Riverside. Lot "D" is approximately 20-feet-wide extending from the knuckle formed by Monterey Road and Berkeley Road to the right-of-way of The Atchison, Topeka and Santa Fe Railway Company.

D. An application was submitted to the City of Riverside ("City") to vacate Lot "D" for walkway purposes only in City of Riverside Vacation Case VC-001-956. On December 5, 1995, the City Council of the City of Riverside, following a public hearing, adopted Resolution No. 18819 finding that Lot "D" was unnecessary for present and prospective public use as a public pedestrian walkway and ordered its vacation for walkway purposes only. In said Resolution No. 18819, the City Council found and determined that the public convenience and necessity required the exception from the vacation of the pedestrian walkway of those easements and rights-of-way necessary for sanitary sewer facilities, storm drain facilities and aerial and underground telephone, telegraph and communication facilities. The City Council in said Resolution No. 18819 ordered the City Clerk of the City of Riverside to record a certified copy of the resolution upon the satisfaction of the applicable conditions imposed on the vacation in said Vacation Case VC-001-956.

E. One of the conditions imposed for the approval of Vacation Case VC-001-956 was the recordation of a covenant and agreement, subject to the approval by the Public Works and Legal Departments, that the easement space shall be accessible to City and free of obstructions at all times. Another condition provided that the Legal Department shall determine, which, if any, nearby property owners will be significantly affected by the vacation action and requiring the provision of the appropriate hold harmless documents to the specifications of the Legal Department.

F. In addition to the conditions above-noted, Vacation Case VC-001-956 contains the condition that the physical closure of the walkway shall be the responsibility of the Public Works Department of City. First Party and Second Party understand that the physical closure of the walkway will be at both ends of the pedestrian walkway upon its vacation for pedestrian walkway purposes only.

NOW, THEREFORE, for the purpose of meeting certain conditions imposed by City for the approval of the vacation of the pedestrian walkway in Vacation Case VC-001-956 and in consideration of the physical closure of the pedestrian walkway at both ends by the Public Works Department of City and in such manner as determined by said Department, First Party and Second Party hereby covenant and agree with City as follows:

1. No Obstructions. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken on Lot "D" of Monterey Manor as shown by map on file in Book 27 of Maps, pages 2 and 3 thereof, records of Riverside County, California by First Party or Second Party, or the successive owners of Lots 8 and 9, which will interfere with the use of said Lot "D" for sanitary sewer facilities, storm drain facilities and aerial and underground telephone, telegraph and communication facilities, including the right to construct, maintain, operate, replace, remove and renew said facilities and appurtenances. Said Lot "D" shall remain free of obstructions at all times.

2. Accessibility. Lot "D" of Monterey Manor as shown by map on file in Book 27 of Maps, pages 2 and 3 thereof, records of Riverside County, California, shall be accessible to City at all times, and First Party and Second Party shall not install any barrier, fence or wall which would limit the ability of City to access said Lot "D". First Party and Second Party acknowledge and agree that City will provide for the physical closure of said Lot "D" at both ends upon its vacation for pedestrian walkway purposes only, and that such physical closure may include the installation of gates, which gates may be locked by City and may be accessed only by City or those authorized by City.

3. Release. First Party and Second Party for themselves and each successive owner of Lots 8 and 9 hereby release City, its officers and employees from any and all claims, demands, suits or other actions that said First Party and Second Party or successive owners of said Lots 8 and 9 and their heirs, successors or assigns may now or in the future have arising out of or incurred as a result of the vacation of the pedestrian walkway in Vacation Case VC-001-956.

4. Enforcement. The provisions of this Covenant and Agreement shall be enforceable at law or in equity by City. In the event of any legal or equitable proceeding for the enforcement of or to restrain a violation of this Covenant and Agreement, or any provision hereof, the prevailing party therein shall be entitled to reasonable attorneys' fee in addition to any other costs to which such party is entitled. The failure of City to enforce any provision of this Covenant and Agreement shall in no event be deemed to be a waiver of the right to do so thereafter nor the right to enforce any other provision hereof.

5. Covenant Running with Land. This Covenant and Agreement shall run with the land and each and all of its terms shall be binding upon First Party and Second Party and the respective heirs, successors and assigns in interest of said First Party and Second Party, and shall continue in effect until such time as released by the City Council of City by a writing duly recorded.

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

FIRST PARTY;

Dwight A. Stone 5-10-96  
Dwight A. Stone

Lynne T. Stone 8-5-96  
Lynne T. Stone

SECOND PARTY:

Anthony W. Ventimiglio  
Anthony W. Ventimiglio

Andrea Ventimiglio  
Andrea Ventimiglio

APPROVED AS TO CONTENT:

Michael Catusian  
Public Works Department

APPROVED AS TO FORM:

[Signature]  
Assistant City Attorney

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

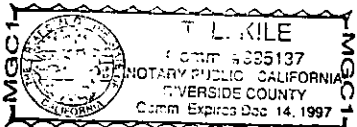
State of CALIFORNIA

County of RIVERSIDE

On 8-5-96 before me, T. L. KILE, NOTARY  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Dwight A. Stone & Lynne T. Stone  
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.



WITNESS my hand and official seal.

[Signature]  
SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL S
- CORPORATE OFFICER
- \_\_\_\_\_ TITLE(S)
- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

Covenant & agreement  
TITLE OR TYPE OF DOCUMENT

4  
NUMBER OF PAGES

8-5-96  
DATE OF DOCUMENT

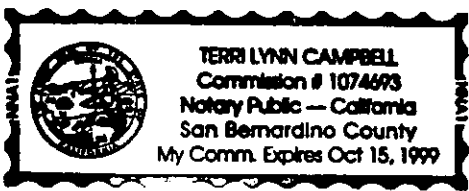
**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)  
\_\_\_\_\_  
\_\_\_\_\_

Anthony & Andrea Ventimiglia  
SIGNER(S) OTHER THAN NAMED ABOVE

State of California )  
County of San Bernardino ) ss

On August 14, 1996, before me, the undersigned,  
a Notary Public in and for said State, personally appeared  
Anthony W. Ventimiglio and Andrea Ventimiglio

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.

*Terri Lynn Campbell*  
Signature

State of California )  
County of \_\_\_\_\_ ) ss

On \_\_\_\_\_, before me, the undersigned,  
a Notary Public in and for said State, personally appeared

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  
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person(s) acted, executed the instrument.

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\_\_\_\_\_  
Signature