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WHEN RECORDED MAIL TO:

RECEIVED FOR RECORD  
AT 8:00 O'CLOCK

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

OCT 25 1996

Project: Rezoning Case R-50-801

Recorded in Official Records  
of Riverside County, California  
Recorder  
Fees \$           

COVENANT AND AGREEMENT  
GUARANTEEING PALM TREE RELOCATION  
AND INSTALLATION OF STREET IMPROVEMENTS

THIS COVENANT AND AGREEMENT is made and entered into this <sup>24th</sup> day of August, 1996, by MAGNOLIA HOTEL OF RIVERSIDE, a California limited partnership, JING CHEWEN CHEN, General Partner ("Declarant"), with reference to the following facts:

A. Declarant is the fee owner of the real property (the "Property") located in the City of Riverside, County of Riverside, State of California, described on Exhibit A attached hereto and made a part hereof by reference.

B. Application had been made in 1981 to the City of Riverside ("City") to rezone the Property from Zone R-1-65 to Zone C-2.

C. As a condition to the approval of Zoning Case No. R-50-801, City required that the palm trees be relocated to Park and Recreation Department specifications and that the following improvements be completed to Public Works Department specifications: curb and gutter, property line sidewalk, earthwork, concrete removal, clearing of the right-of-way, driveway approach, closure of unused driveway openings, parkway grading and grading.

D. It had been planned to construct the required off-site improvements and relocate the palm trees as required by the conditions of approval of Case R-50-801 and in accordance with the rules and regulations of City, an Agreement was executed and filed with City agreeing to construct the necessary off-site improvements in accordance with plans approved by City within a specified period. To secure the performance of said Agreement, cash deposit in the amount of \$8,400.00 was posted with City.

E. Due to the current real estate market, Declarant has no immediate plans to develop the Property and has requested City to allow the release of the Agreement and cash deposit for the installation of the improvements and relocation of the palm trees as required as a condition of Case R-50-801, and to defer such requirements until such time as a building permit is requested for the development of the Property. City, acting by and through its Public Works Department, is willing to allow such deferral and to terminate the Agreement and release of the cash deposit now on file, subject to Declarant executing and recording a covenant and agreement guaranteeing that, upon development of the Property, the owner of said property will be responsible for the required street improvements and palm tree relocation for the Property to Public Works Department and Park and Recreation Department specifications.

NOW, THEREFORE, for the purpose of complying with certain conditions imposed by the City of Riverside for the approval of Zoning Case R-50-801, Declarant hereby covenants and agrees with the City of Riverside and declares as follows:

1. There shall be no issuance of any building permit for the development of the Property until such time as the then owner of said Property, at said owner's sole cost and expense shall relocate the palm trees to Park and Recreation Department specifications and complete the following improvements to Public Works Department specifications: curb and gutter, property line sidewalk, earthwork, concrete removal, clearing of the right-of-way, driveway approach, closure of unused driveway openings, parkway grading and grading; or, alternatively, shall execute an acceptable agreement and post with City security guaranteeing the construction and installation of the required off-site improvements and the relocation of the palm trees.

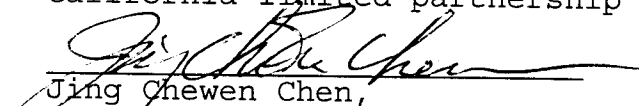
2. The terms of this Covenant and Agreement may be enforced by City, or its successors or assigns. Should any action be brought to interpret or enforce the terms of this Covenant and Agreement, the prevailing party in such litigation shall be entitled to recover reasonable costs of suit including reasonable attorneys' fees and expert witnesses' fees.

3. This Covenant and Agreement shall run with the land and shall be binding upon Declarant, its heirs, successors and assigns, and shall not be amended or terminated without the express written consent of the Public Works Director of the City of Riverside, duly recorded; provided, however, this Covenant and Agreement shall automatically terminate and be of no further force and effect at such time as the required off-site improvements are constructed and installed and the palm tree is relocated to the satisfaction of the Public Works Department and the Park and Recreation Department of the City of Riverside and a

statement to that effect signed by the Public Works Director of the City of Riverside is duly recorded.


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

MAGNOLIA HOTEL PARTNERS, a  
California limited partnership

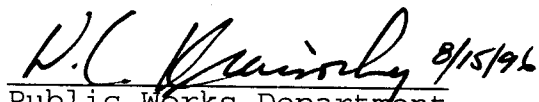
  
Jing Chewen Chen,  
General Partner

I, as the former agent of Magnolia Hotel of Riverside, a California limited partnership, hereby consent to and join in the above Covenant and Agreement and agree to be bound by the terms and conditions therein contained. Further, I declare that I have no interest in any cash or deposit with the City of Riverside for this Zoning Case R-50-801.

DATED: 8-8-96

  
SAM LEE

Approved as to Content:

  
Public Works Department

Approved as to Form:

  
Assistant City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of LOS ANGELES

On August 08, 1996 before me, JUDY W. YOUNG NOTARY PUBLIC  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared MRS LING CHEN CHEN  
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 Public

APPROVED AS TO FORM

Carolyn Confer 8/12/96  
CAROLYN CONFER

ASSISTANT CITY ATTORNEY

OPTIONAL

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

Description of Attached Document

Title or Type of Document: COVENANT AGREEMENT GUARANTEEING PAVEMENT RELOCATION & INSTALLATION OF STREET IMPROVEMENTS

Document Date: N/A Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: LING CHEN CHEN

- Individual
- Corporate Officer
- Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:

\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer
- Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:

\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**Parcel 1

That portion of Lot 3 in Block 39 of the Lands of the Riverside Land And Irrigating Co., on file in Book 1, Page 70 of Maps, records of San Bernardino County, California, described as follows:

BEGINNING at the most westerly corner of said Lot;

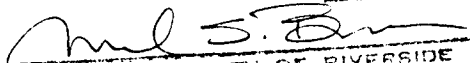
THENCE North  $56^{\circ} 21' 15''$  East, along the northwesterly line of said Lot, a distance of 150.00 feet to the most westerly corner of Lot "A" of Parcel Map No. 15817, on file in Book 86, Pages 42 and 43 of Parcel Maps, records of Riverside County, California;

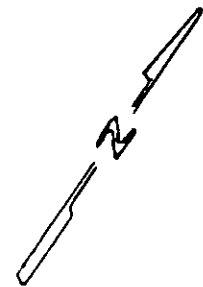
THENCE South  $33^{\circ} 38' 36''$  East (formerly recorded as at a right angle) along the southwesterly line of said Lot "A" and along the southwesterly line of Parcel 1 of said Parcel Map No. 15817, a distance of 290.00 feet to the most southerly corner of said Parcel 1;

THENCE South  $56^{\circ} 21' 15''$  West, parallel with the southwesterly line of Magnolia Avenue and along the northwesterly boundary of said Parcel Map 15817, a distance of 150.00 feet to the southwesterly line of said Lot 3;

THENCE North  $33^{\circ} 38' 36''$  West, along said southwesterly line of Lot 3, a distance of 290.00 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM the northwesterly 11.00 feet of the hereinabove described parcel of land.

DESCRIPTION APPROVAL 7.8.96  
  
 SUPERVISOR CITY OF RIVERSIDE



MAGNOLIA AVENUE

N56°21'15"E

(TO PARK SIERRA DR.)

77'  
66'

66'  
77'

N56°21'15"E 150'

LOT "A"

S56°21'15"W 150'

N33°38'56"W

279'

R.L. & I. CO.  
M.B. 1170 S.B. CO.

FOR OF LOT 3  
BLOCK 39

S33°38'56"E

279'

PM 15817  
PMB 86/42-43  
PARCEL 1

PM 8155  
PMB 72/67-68  
PARCEL 1

• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

79-4

SCALE: 1" = N/A

DRAWN BY MSB DATE 7/8/96

SUBJECT C#A 10992 MAGNOLIA AV. (R-50-801)