

City of Riverside  
Riverside, CA 92502  
Attn: City Engineer

COVENANT AND AGREEMENT  
(Tract 15446)

RECEIVED FOR RECORD  
SEP 20 1981  
Book 1981, Page 700000

THIS COVENANT AND AGREEMENT is made and entered into this 29th day of September, 1981, by RIVERSIDE AIRPORT INDUSTRIAL PARK, a Limited partnership, the owner of record of the following described real property located in the City of Riverside, County of Riverside, State of California;

Lot 9 and Lot 12 of the McClaskey Tract as said lots are shown per map on file in Book 10, Pages 36 and 37 of Maps, Records of Riverside County, California;

Together with those portions of Lots 10 and 11 of said Tract lying southerly of that certain land deeded to the City of Riverside per Instrument No. 223710 recorded December 01, 1980; Riverside County Records.

Also, together with that portion of Romney Street (shown as Short Street, 60 feet wide, on said map) lying Southerly of the following described line:

Beginning at the southeast corner of Parcel 2 as described in said Instrument No. 223710;

Thence North 89° 01' 31" East, 60.01 feet to the southwest corner of Parcel 1 of said instrument; and northerly of a line parallel with and 55.00 feet distant, at right angles, northwesterly of the centerline of Jurupa Avenue, 60 feet wide, as shown per said map of said McClaskey Tract.

Containing 21.24 acres more or less.

For the purpose of complying with conditions imposed by the City of Riverside, California for the approval of Tract 15446, the undersigned, for itself, its successors and assigns, hereby covenants and agrees with the City of Riverside that the above-described property, which fronts on Jurupa Avenue, a public street, will not be served by an opening in the median to be constructed in Jurupa Avenue thereby restricting access to the above-described property from the eastbound lane of traffic on said street.

It is further covenanted and agreed that in the event the median in Jurupa Avenue adjacent to the above-described property is not constructed at such time as the subject property is leased, sold, transferred or conveyed to another party, said party shall be given prior written notice that the property will not be served by an opening in the median to be constructed in Jurupa Avenue.

DESCRIPTION APPROVAL  
George H. ...  
City of Riverside

CLA-5A

153652

The City of Riverside may enforce this Covenant and Agreement in the event any of its terms are not met. Should the City of Riverside bring suit or other proceeding to enforce the terms of this Covenant and Agreement, the undersigned for itself, its successors and assigns, agrees to pay to the City the City's costs and reasonable attorneys' fees.

This Covenant and Agreement shall run with the land and shall be binding upon the undersigned, its successors and assigns until such time as released by the City Council of the City of Riverside, California.

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

R

RIVERSIDE AIRPORT INDUSTRIAL PARK

By: James L. Whitaker  
James L. Whitaker, General Partner

By: Richard F. Crowell  
Richard F. Crowell, General Partner

APPROVED AS TO FORM

Clara Loney  
CITY ATTORNEY

STATE OF CALIFORNIA )  
                                  ) s.s.  
COUNTY OF Orange )

On September 29, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JAMES L. WHITAKER, and RICHARD F. CROWELL, known to me to be the General Partners of the partnership that executed the within instrument and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

Signature Carol Ann Richens  
Carol Ann Richens

