



WHEN RECORDED MAIL TO:

City of Riverside  
Planning Department  
3rd Floor  
City Hall, 3900 Main Street  
Riverside, California 92522

Project: 10922 Magnolia; CA 02-0062

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**RELEASE AND TERMINATION  
OF COVENANT AND AGREEMENT  
GUARANTEEING PALM TREE RELOCATION AND  
INSTALLATION OF STREET IMPROVEMENTS**

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THIS RELEASE AND TERMINATION OF COVENANT AND AGREEMENT GUARANTEEING PALM TREE RELOCATION AND INSTALLATION OF STREET IMPROVEMENTS is made on this 29<sup>th</sup> day of January, 2002, by and on behalf of the **CITY OF RIVERSIDE**, a municipal corporation, through its Public Works Director, with reference to the following facts:

A. **MAGNOLIA HOTEL OF CALIFORNIA**, a California limited partnership, ("Declarant") is the fee owner of that certain real property (the "Property") situated in the City of Riverside, County of Riverside, State of California legally described as follows:

See Attached Exhibit "A"

B. As a condition for the approval of Zoning Case NO. R-50-801, the **CITY OF RIVERSIDE** ("CITY") required Declarant to perform the following:

- (1) 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.

12-0624617

(2) Execution of an Agreement, by Declarant, agreeing to construct the necessary off-site improvements in accordance with plans approved by the City within a specified period, and to deposit cash in the amount of \$8, 400.00, with the City, to secure the performance under said Agreement.

C. Due to the then existing real estate market, Declarant decided to postpone the development of the Property. As such, the Declarant requested the City release it from the Agreement and return its cash deposit until such time as a building permit is requested.

D. City agreed to grant the Declarant's request subject to Declarant executing and recording an agreement to complete the conditions as required by City as stated in Paragraph B above.

E. Declarant executed that certain Covenant and Agreement Guaranteeing Palm Tree Relocation and Installation of Street Improvements ("Covenant") dated August 8, 1996, wherein Declarant agreed to the above-requirements.

F. The Covenant executed by Declarant on August 8, 1996, was recorded on October 25, 1996, as Instrument No. 410140, Official Records of Riverside County, California.

G. Declarant desires to sell the Property free and clear of the conditions in the Covenant. It is appropriate to release Declarant from conditions associated with the Covenant and to terminate the Covenant.

H. Paragraph 3 of the Covenant provides that it shall run with the land and each and all of its terms shall be binding upon Declarant and the heirs, successors and assigns of Declarant as to the Property and shall continue in effect until such time as released by the Public Works Director of the City of Riverside, California.

NOW, THEREFORE, incorporating the above recitals, the **CITY OF RIVERSIDE**, acting by and through its Public Works Director, hereby releases the Covenant and Agreement Guaranteeing Palm Tree Relocation and Installation of Street Improvements dated August 8, 1996, executed by **MAGNOLIA HOTEL OF RIVERSIDE**, a California limited partnership and **JING CHEWEN CHEN**, general partner, recorded as Instrument No. 410140, Official Records of Riverside County, California, on October 25, 1996, and hereby discharges Declarant or any successor owners of said Property from any further obligation or duty set forth therein and hereby terminates said Covenant.



THIS RELEASE AND TERMINATION OF COVENANT GUARANTEEING PALM TREE RELOCATION AND INSTALLATION OF STREET IMPROVEMENTS has been duly executed the day and year first above written.

CITY OF RIVERSIDE,  
a municipal corporation

By Thom Boyd  
Interim Public Works Director

Approved as to Form:

Just Smith  
Deputy City Attorney



EXHIBIT "A"

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 degrees, 21 minutes 15 seconds 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 degrees 38 minutes 36 seconds East (formerly recorded as 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 degrees 21 minutes 15 seconds 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 degrees 38 minutes 36 seconds 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.



State of California )  
 )ss  
County of Riverside )

On January 29, 2002, before me, the undersigned, a notary public in and for said State personally appeared Thomas Boyd 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

