

RECORDING REQUESTER 3Y
ALLIANCE TITLE

WHEN RECORDED MAIL TO:

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

DOC # 2006-0457436
06/23/2006 08:00A Fee:22.00
Page 1 of 6
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



Project: Van Buren Blvd & Jurupa Ave.
Riverside, CA
APN: 155-080-046

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**COVENANT AND AGREEMENT
AND DECLARATION OF RESTRICTIONS**

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 25th day of May, 2006, by Empire Market Centers LLC, a California limited liability company ("Declarant") with reference to the following facts:

A. The Declarant is the fee owner of the real property situated in the City of Riverside, County of Riverside, State of California, ("the Property"), known as Assessor's Parcel Number 155-080-046, Riverside, California, and legally described as follows:

See Exhibit "A"

B. Declarant had indicated the desire to purchase the Property and has entered into a Purchase and Sale Agreement ("Agreement") with the Redevelopment Agency of the City of Riverside ("Agency") dated March 21, 2006.

C. As a condition of approval of the Agreement by the Agency, Declarant is required to execute and record a covenant restricting use of that portion of the Property designated to remain undeveloped ("Yard").

D. Declarant is willing to record a covenant and agreement restricting the use of the Yard.

NOW, THEREFORE, for the purposes of complying with the Purchase and Sale agreement in restricting the use of the Yard, the following restrictions shall apply:

1. Declarant hereby agrees that the area not subject to any buildings described in paragraph 7.2 of the Purchase and Sale Agreement as shown on Exhibit "B" attached hereto and incorporated herein by this reference, shall only be used for service vehicles that are customarily used in Declarant's business operation and that no outdoor materials or inoperable vehicles shall be stored nor any vehicular repairs permitted, therein.

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2.2

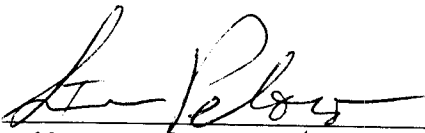
2. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the Agency, its successors or assigns. Should the Agency bring an action to enforce the terms of the Covenant and Agreement and Declaration of Restrictions, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees, and reasonable costs of suit.

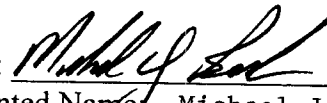
3. Any person who now or hereafter owns or acquires any right, title or interest in or to the Property shall be deemed to have consented and agreed to every covenant, condition, and restriction contained herein, whether or not any reference to this Covenant and Agreement is contained in the instrument by which such person acquired an interest in the Property.

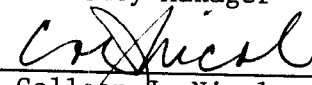
4. Subject to the prior written approval of the Agency, by its Executive Director, any provision contained herein, may be terminated, modified or amended as to all of the Property or any portion thereof. No such termination, modification or amendment shall be effective until there shall have been executed, acknowledged and recorded in the Office of the Recorder of Riverside County, California, an appropriate instrument evidencing the same including the consent thereto by the Agency.

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

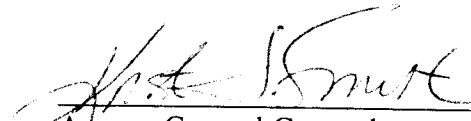
**Empire Market Centers LLC,
a California limited liability company**

By: 
Printed Name: Steven Peloso
Its: Principal/manager

By:  6-12-06
Printed Name: Michael J. Beck
Its: Assistant City Manager

Attest: 
Colleen J. Nicol
Agency Secretary

APPROVED AS TO FORM:


Agency General Counsel

APPROVED AS TO CONTENT:


Executive Director

STATE OF CALIFORNIA)
)ss
 ORANGE)
COUNTY OF RIVERSIDE)

On May 25, 2006, before me, Nicole Javier, the undersigned, a notary public in and for said State, personally appeared Steven Pelosi 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.

Nicole Javier
Notary Signature

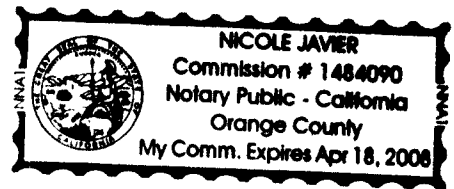


EXHIBIT A

APN: 155-080-046

Fee Simple

Those portions of Lots 50 and 51 of McCloskey Tract, in the City of Riverside, County of Riverside, State of California, as shown by map filed in Map Book 10, Pages 36 and 37, in the Office of the County Recorder of said County, more particularly described as follows:

COMMENCING at the southerly terminus of that certain course having a bearing and length of "South 00°12'47" West, 1,093.17 feet", in the westerly line of Acorn Street as described in the quitclaim deed to the City of Riverside, recorded September 26, 1984 as Instrument No. 208504 of Official Records;

Thence North 00°12'47" East along said westerly line of Acorn Street, a distance of 815.92 feet to a point on a non-tangent curve concave southerly and having a radius of 459.28 feet, a radial bearing through said point bears North 09°59'00" West, said point also being the northeast corner of the land described in the deed to the Redevelopment Agency of the City of Riverside, recorded September 14, 1984 as Instrument No. 200826 of Official Records;

Thence westerly along said curve, through a central angle of 15°39'48", an arc distance of 125.56 feet;

Thence South 64°21'12" West, a distance of 60.00 feet to the beginning of a tangent curve concave northerly and having a radius of 459.28 feet;

Thence westerly along said tangent curve, through a central angle of 15°39'48", an arc distance of 125.56 feet;

Thence parallel with northerly line of Lots 52 and 53 of said McCloskey Tract, and said Lot 51, South 80°01'00" West, a distance of 941.39 feet;

Thence North 09°59'00" West, a distance of 71.43 feet to a point that is 304.00 feet southerly, measured at right angles, from said northerly line of Lot 51, said point being the **TRUE POINT OF BEGINNING**;

Thence parallel with said northerly line of Lots 50 and 51, South 80°01'00" West, a distance of 412.83 feet;

Thence South 40°17'50" West, a distance of 104.04 feet to the southerly line of the land described in the deed to the Redevelopment Agency of the City of Riverside, recorded September 28, 1984 as Instrument No. 210873 of Official Records;

Thence along the westerly prolongation of the southerly line of said last mentioned land, North 68°27'22" West, a distance of 102.85 feet to the northeasterly line of the land described in a deed to the County of Riverside, recorded July 1, 1954 in Book 1604, Page 191 of Official Records;

Thence along said northeasterly line, North 49°42'10" West, a distance of 185.19 feet to the southerly terminus of that certain course having a bearing and length of "North 15°28'08" East, 58.95 feet" in the southerly line of the land described in said quitclaim deed to the City of Riverside;

Thence along said southerly line, North 15°28'08" East, a distance of 58.95 feet to the beginning of a non-tangent curve, concave southeasterly, and having a radius of 645.00 feet, a radial line through said point bears North 41°39'02" West;

Thence northeasterly along said curve, through a central angle of 31°40'02", an arc distance of 356.49 feet to the easterly terminus thereof;

Thence continuing along said southerly line, North 80°01'00" East, a distance of 334.92 feet to a point on a line which bears North 09°59'00" West from the TRUE POINT OF BEGINNING;

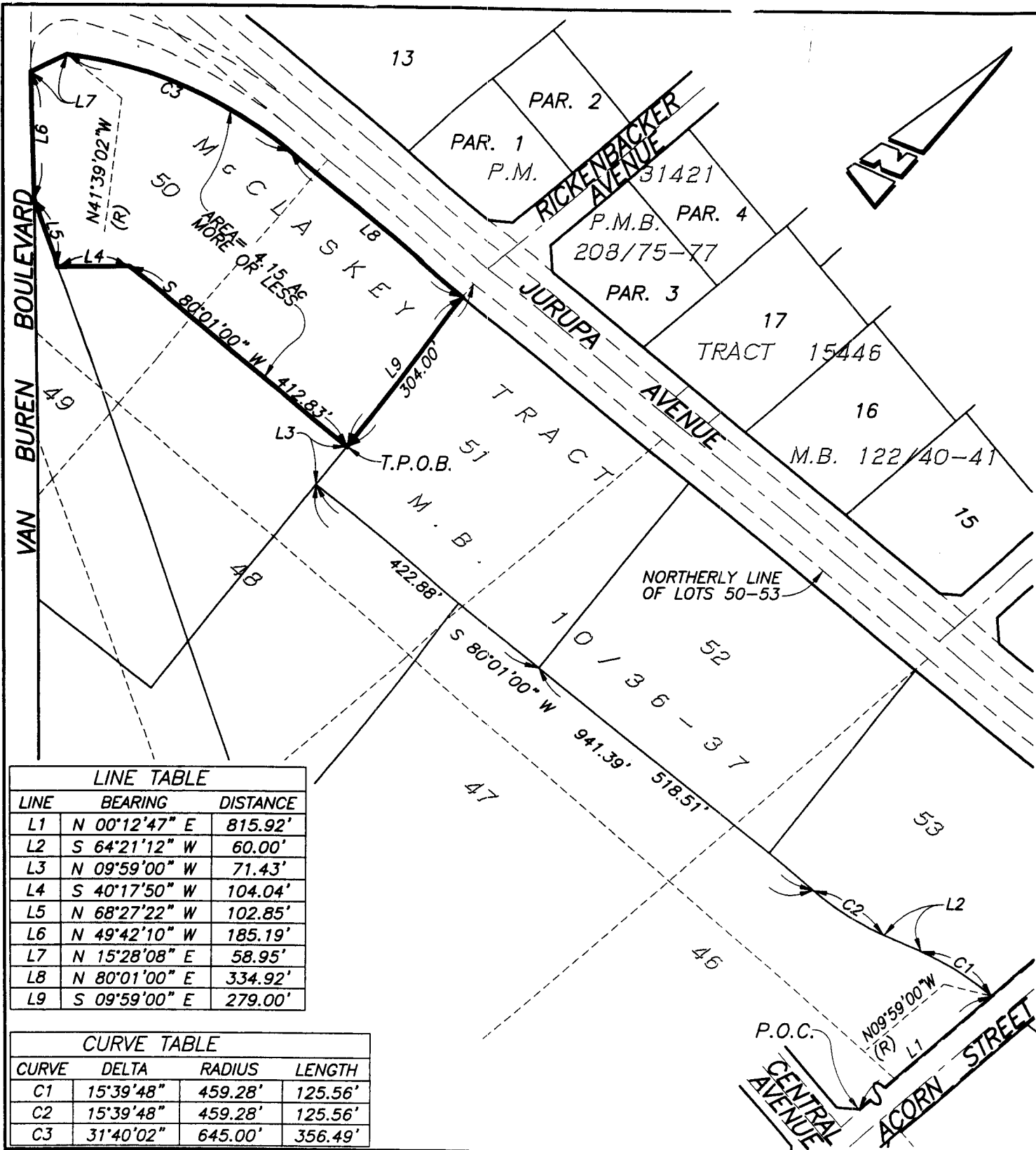
Thence South 09°59'00" East, along the last mentioned line, a distance of 334.92 feet to the **TRUE POINT OF BEGINNING**;

Containing 4.15 Acres, more or less.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

 *5/16/07* Prep. *MB*
Mark S. Brown, L.S. 5655 Date
License Expires 9/30/07





LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°12'47" E	815.92'
L2	S 64°21'12" W	60.00'
L3	N 09°59'00" W	71.43'
L4	S 40°17'50" W	104.04'
L5	N 68°27'22" W	102.85'
L6	N 49°42'10" W	185.19'
L7	N 15°28'08" E	58.95'
L8	N 80°01'00" E	334.92'
L9	S 09°59'00" E	279.00'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	15°39'48"	459.28'	125.56'
C2	15°39'48"	459.28'	125.56'
C3	31°40'02"	645.00'	356.49'

• 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

SCALE: 1"=200'

DRAWN BY: RICH DATE: 05/16/06

SUBJECT: GRANT DEED FOR MARKET CENTERS
PARCEL (VAN BUREN/JURUPA)

35-7
35-8

CIA979