

RECORDED
SEP - 7 1995
295295
CITY CLERK
RIVERSIDE COUNTY CALIFORNIA

WHEN RECORDED MAIL TO:

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

Project: Zoning Case RZ-082-645
9236 and 9262 Audrey Avenue
Riverside, California

COVENANT AND AGREEMENT
FOR INSTALLATION OF OFF-SITE IMPROVEMENTS

THIS COVENANT AND AGREEMENT is made and entered into this 31st day of May, 1995, by **KENNETH ALLAN MARTIN** and **AVIS MARIE MARTIN**, Trustees of the Martin Family Trust, dated May 13, 1987, as to a 34.5% interest; **THOMAS H. NACK**, as to a 15.5% interest; **AUDREY INVESTMENT COMPANY**, a California general partnership, as to a 50% interest (collectively, "Declarants"), with reference to the following facts:

A. Declarants are the fee owners of the real property (the "Property") situated in the City of Riverside, County of Riverside, State of California, described as follows:

Lots 41 and 42 of re-subdivision of a portion of Arlington Suburban Estates as shown by map on file in Book 13 of Maps, at page 75 thereof, records of Riverside County, California.

B. The Property, consisting of two one-acre parcels of land at 9236 and 9262 Audrey Avenue, is situated on the southerly side of Audrey Avenue approximately 125 feet easterly of its intersection with Van Buren Boulevard within the City of Riverside, California. The Property is currently vacant.

C. The Property was rezoned by the City of Riverside ("City") from the Single Family Residential ("R-1-65") Zone to the Multiple Family Residential ("R-3") Zone by Zoning Case RZ-082-645 (then known as Zoning Case R-82-645). As a condition to the rezoning of the Property, **BOGART PARTNERS**, a California limited partnership, ("Developer") as the owner of the Property executed an Agreement for Construction of Improvements for 9250 Audrey Avenue dated January 27, 1989, wherein it was agreed that certain off-site improvements would be constructed within one year unless such time be extended by City upon written application. The performance

DESCRIPTION APPROVAL:
8/1/95
[Signature]
SURVEYOR CITY OF RIVERSIDE

of the Agreement for Construction of Improvements was secured by a corporate surety bond in the amount of \$28,750.

D. As the Developer did not construct the planned 52 unit apartment building upon the Property, and as Declarants have no immediate plans to develop the Property, a request has been filed with City that required improvements imposed as a condition to the rezoning in Zoning Case RZ-082-645 and agreed to be constructed by the Agreement for Construction of Improvements dated January 27, 1989, be deferred until such time as a building permit is requested for the development of the Property, and that in lieu of maintaining the Agreement for Construction of Improvements dated January 27, 1989, and the corporate surety bond posted to guarantee the completion of the work to be performed pursuant to said Agreement, a covenant running with the land be executed and recorded giving notice that such improvements are required and that the construction and installation of the improvements or the posting of the security for such improvements has been deferred until the time of issuance of a building permit for the development of the Property.

E. City is willing to terminate the Agreement for Construction of Improvements dated January 27, 1989, and release the corporate surety bond filed with City to secure the performance of such Agreement provided an acceptable covenant running with the land is recorded declaring that all off-site improvements previously imposed as a condition to Zoning Case RZ-082-645 will be imposed as a condition to the issuance of a building permit for the development of the Property.

NOW, THEREFORE, for the purpose of complying with a condition imposed by the City of Riverside for the termination of the Agreement for Construction of Improvements dated January 27, 1989, and the release of the corporate surety filed to secure the performance of said Agreement, Declarants hereby covenant and agree with the City of Riverside and declare as follows:

1. There shall be no issuance of any building permit for the development of the Property until such time as all off-site improvements previously required as conditions of approval for the rezoning of the Property in Zoning Case RZ-082-645 ("Off-site Improvements") are constructed and installed, including, but not limited by this enumeration, the construction and installation of curb and gutter, paving, sidewalk, street lighting, sewer, utilities and street trees; or, alternatively, an acceptable agreement has been executed and security has been posted with City guaranteeing the construction and installation of such Off-site Improvements including the preparation of any necessary plans.

2. Declarants, and their heirs, successors and assigns as to the Property, shall be responsible for the preparation of plans for the Off-site Improvements; the completion of the Off-site Improvements; and payment of any required fees.

3. 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.

4. This Covenant and Agreement shall run with the land and shall be binding upon Declarants, their heirs, successors and assigns, and shall not be amended or terminated without the express written consent of the City Council 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 to the satisfaction of the Public Works 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, Declarants have caused this Covenant and Agreement to be executed as of the day and year first written above.

Kenneth Allan Martin - Trustee
Kenneth Allan Martin, as Trustee of
the Martin Family Trust, dated
May 13, 1987

Avis Marie Martin - Trustee
Avis Marie Martin, as Trustee of
the Martin Family Trust, dated
May 13, 1987

Thomas H. Nack
Thomas H. Nack

AUDREY INVESTMENT COMPANY, a
California general partnership

By: Thomas P. Ward
Tom. P. Ward, the general
partner

APPROVED AS TO CONTENT:

W.C. [Signature]
Public Works Department

APPROVED AS TO CONTENT:

[Signature]
Assistant City Attorney

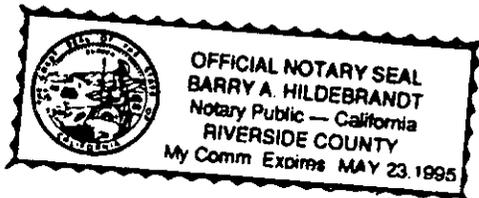
State of CALIFORNIA)
County of RIVERSIDE) ss

On 5-12-95, 1995, before me, the undersigned,

a notary public in and for said State, personally appeared

* KENNETH ALLAN MARTIN, TRUSTEE *

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

CAPACITY CLAIMED BY SIGNER

- () Attorney-in-fact
- () Corporate Officer(s)
Title _____ Title _____
- () Individual(s)
- () Partner(s)
() General () Limited
- (X) Trustee(s)
- () Other _____

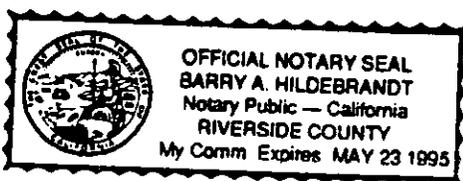
The party(ies) executing this document is/are representing:

State of CALIFORNIA)
County of RIVERSIDE) ss

On 5-12-95, 1995, before me, the undersigned,
a notary public in and for said State, personally appeared

* AVIS MARIE MARTIN, TRUSTEE *

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.

Barry A. Hildebrandt
Signature

CAPACITY CLAIMED BY SIGNER

- () Attorney-in-fact
- () Corporate Officer(s)
Title _____ Title _____
- () Individual(s)
- () Partner(s)
() General () Limited
- (X) Trustee(s)
- () Other _____

The party(ies) executing this document is/are representing:

State of NEVADA)
County of CLARK) ss

On MAY 17, 1995, before me, the undersigned,
a notary public in and for said State, personally appeared

Thomas H. Mack

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.



MARY ANN MASTRIO
Notary Public - Nevada
Clark County
My appt. exp. Aug. 18, 1997

Mary Ann Mastro
Signature

CAPACITY CLAIMED BY SIGNER

- () Attorney-in-fact
() Corporate Officer(s)
Title _____ Title _____
() Individual(s)
() Partner(s)
() General () Limited
() Trustee(s)
() Other _____

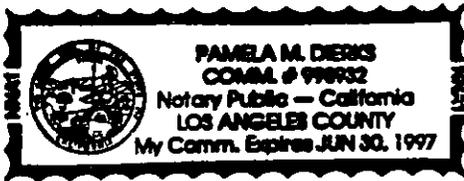
The party(ies) executing this document is/are representing:

State of California)
County of Los Angeles) ss

On May 31, 1995, 1995, before me, the undersigned,
a notary public in and for said State, personally appeared

THOMAS P WARD

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.

Pamela M. Dierks
Signature

CAPACITY CLAIMED BY SIGNER

- () Attorney-in-fact
- () Corporate Officer(s)
Title _____ Title _____
- () Individual(s)
- (X) Partner(s)
(X) General () Limited
- () Trustee(s)
- () Other _____

The party(ies) executing this document is/are representing:

Audrey Investment Company