

RECORDING REQUESTED BY:

Lawyers Title Co.

WHEN RECORDED MAIL TO:

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

Project: Design Review Case DR-30-901

RECEIVED FOR RECORD  
AT 2:00 O'CLOCK P.M.

OCT 10 1991

Recorded in Official Records  
of Riverside County, California

Recorder  
Fees \$

*W. J. [Signature]*

*23/6*

COVENANT AND AGREEMENT  
FOR MAINTENANCE OF STREET TREES

THIS COVENANT AND AGREEMENT is made and entered into this *3rd* of *October*, 1991, by MISSION GROVE PLAZA, L.P., a California limited partnership ("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 as Parcel "A" of the Certificate of Compliance in Parcel Map Waiver Case PMW-40-890 recorded on July 20, 1990 as Instrument No. 269242, Official Records of Riverside County, California, and more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference.

The Property, known as Mission Grove Plaza, is located at the 100-300 block on the easterly side of Alessandro Boulevard bounded by Mission Grove Parkway South, Mission Village Drive and Trautwein Road. The Property is to be developed as a shopping center.

B. As a condition for the development of the Property pursuant to Design Review Case DR-30-901, Declarant must install street trees in the rights-of-way surrounding the Property in accordance with the Street Tree Policy of the City of Riverside. The Park and Recreation Department of the City of Riverside has indicated that the Street Tree Policy would require the Declarant to plant 4-foot brown trunk height palms and 15-gallon street trees spaced 45 feet on center distance and maintain said trees for a minimum establishment period of one year after planting.

C. Declarant has requested a thirty (30) foot spacing for the street trees in the public right of way of Mission Grove Parkway South and Trautwein Road and sixty (60) foot spacing on Mission Village Drive. There will be no street trees planted in the Alessandro Boulevard right of way due to constraints caused by the public utilities located therein.

CONFIDENTIAL LAWYERS TITLE COMPANY has recorded this document for reference only. It has not been examined for legality, effect or effect on the title to the property therein described.

352716

*HCCOM copy*

D. The Park and Recreation Department of the City of Riverside is willing to allow the distances between trees as desired by Declarant subject to Declarant assuming, by a recorded agreement, all responsibility for the street trees including the continued maintenance and trimming of the trees, and the replacement of said trees as may be necessary.

NOW, THEREFORE, incorporating the above recitals and in consideration of the Park and Recreation Department of the City of Riverside concurring in the planting of the street trees at the distances desired by Declarant within the street rights-of-way adjacent to the Property, Declarant hereby covenants and agrees with the City of Riverside as follows:

1. Declarant shall at its sole cost and expense plant or cause to be planted 24 Washington robusta (Mexican Fan Palms), 32 Pinus Elderica (Mondel Pines) and 25 Cinnamomum Camphora (Campher trees) with a spacing of thirty feet on center distance in the public rights-of-way of Mission Grove Parkway South and Trautwein Road and sixty feet on center distance in the public right-of-way of Mission Village Drive, all in accordance with the plans on file with, and approved by, the Park and Recreation Department. Declarant shall also install an automatic irrigation system to appropriately water the trees in accordance with the aforementioned plans and subject to the specifications of the Park and Recreation Department of the City of Riverside.

2. Following the planting of the street trees as above described, Declarant at its sole cost and expense shall maintain the street trees according to recognized horticultural standards and to the reasonable satisfaction of the Park and Recreation Department. In meeting its obligations hereunder, Declarant shall be responsible for the payment of all water used, the installation, repair and maintenance of the irrigation system, the application of fertilizer, periodic trimming of the trees in accordance with the reasonable policies of the Park and Recreation Department, and the immediate replacement of any dead trees.

3. Declarant hereby agrees to and shall defend, indemnify and hold harmless the City of Riverside, its officers and employees from any and all liabilities, expenses, claims, or causes of action arising out of or alleged to be caused by or resulting from the planting, care, maintenance, condition or existence of the street trees as planted by Declarant pursuant to this Covenant and Agreement; provided, however, the City of Riverside shall promptly give notice of any such claim.

4. The responsibilities and related costs as set forth hereinabove shall be appurtenant to the Property as hereinabove described. In the event the Property is subdivided, the

responsibilities and costs shall be appurtenant to and be borne on the basis of front footage by the owners of the lots comprising the Property.

5. The terms of this Covenant and Agreement may be enforced by the City of Riverside, its successors and assigns. Should the City of Riverside bring an action to enforce any of the terms hereof, the prevailing party shall be entitled to costs of suit, including reasonable attorneys' fees.

6. This Covenant and Agreement shall run with the land and each and all of the terms shall be binding upon Declarant, its successors and assigns, and shall not be modified, amended or terminated without the prior written consent of the Park and Recreation Director of the City of Riverside duly recorded.

IN WITNESS WHEREOF, Declarants has caused this Covenant and Agreement to be duly executed this day and year first above written.

MISSION GROVE PLAZA, L.P., a California limited partnership

By: REGIONAL PROPERTIES, INC., a California corporation, a general partner

By [Signature] President

By [Signature] Secretary

By: REGIONAL FINANCIAL CORPORATION, a California corporation, a general partner

By [Signature] President

By [Signature] Secretary

APPROVED AS TO CONTENT:

[Signature]  
Park and Recreation Director

APPROVED AS TO FORM:

[Signature]  
Assistant City Attorney

responsibilities and costs shall be appurtenant to and be borne on the basis of front footage by the owners of the lots comprising the Property.

5. The terms of this Covenant and Agreement may be enforced by the City of Riverside, its successors and assigns. Should the City of Riverside bring an action to enforce any of the terms hereof, the prevailing party shall be entitled to costs of suit, including reasonable attorneys' fees.

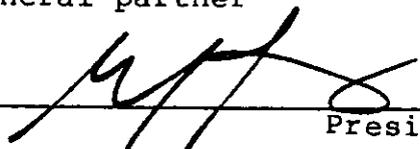
6. This Covenant and Agreement shall run with the land and each and all of the terms shall be binding upon Declarant, its successors and assigns, and shall not be modified, amended or terminated without the prior written consent of the Park and Recreation Director of the City of Riverside duly recorded.

IN WITNESS WHEREOF, Declarants has caused this Covenant and Agreement to be duly executed this day and year first above written.

MISSION GROVE PLAZA, L.P., a California limited partnership

By: REGIONAL PROPERTIES, INC., a California corporation, a general partner

APPROVED AS TO CONTENT:

By  President

Park and Recreation Director

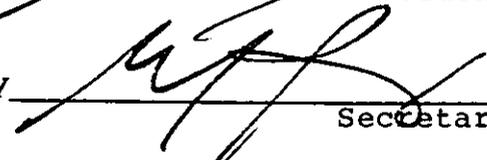
By  Secretary

APPROVED AS TO FORM:

By: REGIONAL FINANCIAL CORPORATION, a California corporation, a general partner

Assistant City Attorney

By  President

By  Secretary

352716  
269242



**J.F. Davidson Associates, Inc.**  
ENGINEERING PLANNING SURVEYING ARCHITECTURE LANDSCAPE ARCHITECTURE

March 21, 1990  
Revised March 26, 1990  
Revised April 27, 1990  
Revised May 24, 1990  
Revised June 22, 1990  
Revised June 28, 1990

W.O. 9012023

**EXHIBIT "A"**  
**PARCEL MAP WAIVER**  
**REGIONAL PROPERTIES**

**PARCEL "A"**

That portion of Parcels 14, 15 and 16 of Parcel Map 4806 as shown by map on file in Book 7 of Parcel Maps, at pages 8 through 12 thereof, Records of Riverside County, California, described as follows:

Commencing at the centerline intersection of Alessandro Boulevard and Mission Grove Parkway South as shown on Record of Survey on file in Book 83, at pages 59 and 60 thereof, Records of Riverside County, California;

Thence S.00°09'43"E. along the centerline of said Mission Grove Parkway South, a distance of 136.00 feet;

Thence S.89°50'17"W., a distance of 50.00 feet to a point on the Westerly line of Parcel 4 (Mission Grove Parkway South) of said Record of Survey, said point being the most Southerly corner of Parcel "A" of that certain parcel of land as conveyed to the City of Riverside by deed recorded October 20, 1989 as Instrument No. 365394, Official Records of Riverside County, California, also being the point of beginning of the parcel of land to be described;

Thence S.00°09'43"E., a distance of 435.18 feet;

Thence Southerly on a curve concave Easterly having a radius of 1050.00 feet, through an angle of 19°10'00", an arc length of 351.25;

Thence S.19°19'43"E., a distance of 351.16 feet.

The preceding three (3) courses being along the Westerly line of said Parcel 4 (Mission Grove Parkway South);

3551 Leim Street, Suite 300  
PO Box 493  
Riverside, CA 92502  
714-941-1544  
FAX 714-941-1544

1091-D S Mt. Vernon Avenue  
Colton, CA 92324  
(714) 825-1082  
FAX 714-825-8783

75150 Sheryl Drive  
Palm Desert, CA 92260  
PO Box 12817  
Palm Desert, CA 92261  
(619) 740-5669  
FAX 619-340-0509

27342 Jefferson, Suite 114  
PO Box 340  
Temecula, CA 92590  
714-676-7710  
FAX 714-676-7710

EXHIBIT "A"  
REGIONAL PROP./PMW/Parcels A,B,C  
W.O. 9012023  
March 21, 1990  
Revised March 26, 1990  
Revised April 27, 1990  
Revised May 24, 1990  
Revised June 22, 1990  
Revised June 28, 1990  
Page 2

352716

269242

Thence S.70°40'17"W., a distance of 42.05 feet;

Thence Westerly on a curve concave Northerly having a radius of 1000.00 feet, through an angle of 40°24'07", an arc length of 705.15 feet;

Thence N.68°55'36"W., a distance of 438.29 feet;

Thence Westerly on a curve concave Southerly having a radius of 1000.00 feet, through an angle of 37°24'07", an arc length of 652.79 feet;

Thence S.73°40'17"W., a distance of 40.04 feet to the Easterly line of Parcel "B" of said parcel as conveyed to the City of Riverside;

Thence N.22°02'52"W. along said Easterly line, a distance of 72.57 feet to the Easterly line of Parcel 1 (Trautwein Road) of said Record of Survey;

Thence N.16°19'43"W., a distance of 6.44 feet;

Thence N.11°56'58"W., a distance of 584.85 feet;

Thence Northerly and Easterly on a non-tangent curve, concave Southeasterly having a radius of 323.00 feet, through an angle of 99°23'37", an arc length of 560.32 feet (the initial radial line bears S.78°32'25"W.) to the most Westerly corner of said Parcel "A".

The preceding three (3) courses being along the Easterly line of said Parcel 1 (Trautwein Road);

Thence S.81°58'18"E., a distance of 395.91 feet;

Thence Easterly on a curve concave Northerly having a radius of 1543.92 feet, through an angle of 08°11'26", an arc length of 220.70 feet;

Thence N.89°50'17"E., a distance of 849.85 feet;

Thence S.47°32'52"E., a distance of 33.97 feet to the point of beginning.

The preceding four (4) courses being along the Southerly line of said Parcel "A".

The above described parcel of land contains 43.43 acres, more or less.