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WHEN RECORDED MAIL TO:

APR 29 1996

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

Recorded in Official Records  
of Riverside County, California  
Recorder  
Fees \$

Project: VAC-1-801

E  
39-2

~~FREE RECORDING~~  
Exempt Pursuant to  
Government Code S6103

COVENANT AND AGREEMENT FOR INSTALLATION OF  
IMPROVEMENTS AND LANDSCAPE MAINTENANCE

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THIS COVENANT AND AGREEMENT is made and entered into this  
7<sup>th</sup> day of FEBRUARY, 1996, by DE ANZA II, a California general  
partnership, 4444 Magnolia Avenue, Riverside, California,  
hereinafter "De Anza", and the CITY OF RIVERSIDE, a municipal  
corporation, hereinafter "City", with reference to the following  
facts:

A. De Anza is the fee owner of the real property (the  
"Property"), located in the City of Riverside, County of Riverside,  
State of California, described as follows:

See Exhibit A, which is attached hereto and by this  
reference is incorporated herein.

B. City is the fee owner of the real property (the "Park"),  
located in the City of Riverside, County of Riverside, State of  
California, described as follows:

See Exhibit B, which is attached hereto and by this  
reference is incorporated herein.

C. The Property, located at 4444 Magnolia Avenue, Riverside,  
California, is presently developed with a medical facility building  
and related parking lot improvements. The Park, known as Newman  
Park located at the southeast corner of Magnolia Avenue and  
Fourteenth Street, Riverside, California, is presently developed  
and will be enlarged as a result of the approval of case VAC-1-801  
and maintained pursuant to the terms and conditions of this  
recorded Agreement.

D. As a condition of approval for Cases EP-013-923 and  
VAC-1-801 for vacation of a portion of Magnolia Avenue, De Anza has  
agreed to install certain landscape improvements as designed by  
City, to provide routine maintenance tasks and to relocate certain  
trees from the vacated property to the Park.

C/A-498

NOW, THEREFORE, incorporating the above recitals and in consideration of the approval of vacation of a portion of Magnolia Avenue (VAC-1-801) adjacent to the Property and maintenance of the Park landscape, including the relocation of designated trees from the vacated street right-of-way to the Park, De Anza hereby covenants and agrees with the City of Riverside as follows:

1. De Anza shall, at its sole cost and expense, provide routine maintenance, including lawn mowing, edging, sweeping, trash removal as necessary to mow, periodic fertilization, regular weed and pest control and routine maintenance and scheduling of the irrigation system, including repair of damage to the irrigation system caused by maintenance operations, for the entire Park site, including all turf and planter areas.

a. De Anza agrees to maintain the Park site and all landscaping thereon in a healthy and horticulturally attractive condition according to recognized horticultural standards and to the reasonable satisfaction of the City Park and Recreation Department. In the event that De Anza fails to maintain the Park site and landscaping as set forth herein, after 30 days notice to correct the deficiency(ies) has been issued by the City and if the violation continues then the City will assume the Park maintenance responsibilities until De Anza reasonably demonstrates that it is able and willing to resume such responsibility.

b. In the event that the City determines that De Anza has failed to satisfactorily maintain the Park site as set forth herein then De Anza agrees to reimburse the City for all reasonable and actual costs incurred in the City's assumption of the routine maintenance of the Park.

c. City agrees that the following items are specifically excluded from the responsibilities of De Anza to provide Park maintenance: graffiti removal, repair of damages from causes beyond their control (e.g., vandalism, automobile accidents, etc.), trimming of trees located within the Park, and refurbishment of the Park.

d. De Anza agrees to provide prompt telephone notification followed by written notification to the City Park and Recreation Department of any needed repair to the irrigation system that is the result of damage caused by other than the routine maintenance, or of any other damage to the Park which is in need of repair and which is beyond the scope of routine maintenance as set forth herein.

e. City agrees that the landscaping in the Park to be maintained by this Agreement will remain substantially of the type and kind that exists on the date this Agreement is executed.

2. City agrees to prepare, at its sole cost and expense, the improvement plans for the Park area north of the proposed sidewalk (see highlighted area of map marked as Exhibit C, attached and incorporated herein) to be installed by De Anza, for the property that is being added to the Park as a result of the portion of Magnolia Avenue being vacated.

3. De Anza is responsible for and agrees to remove existing vacated street facilities (e.g., curb, gutter, asphalt paving, etc.) in furtherance of the expansion of the Park.

4. De Anza agrees to install and construct the planned improvements to the Park, including the necessary modification or expansion of the irrigation system, as designed by the City Park and Recreation Department's approved plans and specifications. Such improvements and construction shall be completed within six months of the date of complete preparation and delivery of the improvement plans by the City Park and Recreation Department to De Anza, and issuance of a Notice to Proceed by the Park and Recreation Department indicating that all conditions have been met and the project is ready to proceed.

5. De Anza agrees to relocate the four palm trees which are presently planted in the right-of-way along that portion of Fourteenth Street which is to be vacated, to the Park at such locations which have been approved by the City Park and Recreation Department.

6. De Anza agrees to install, at its sole cost and expense, a new 6-foot wide cement public sidewalk with a "hedge-type" or other City approved architectural fencing on that portion of Fourteenth Street which is vacated and becomes part of the Park property and is along the common property line which adjoins the Property.

7. De Anza agrees that the portion of the public street that is vacated in City of Riverside Vacation Case VAC-1-801 and which is quitclaimed by the Estate of Newman to De Anza shall not be developed as a separate parcel and said property is to be considered a part of the larger adjacent parcel currently owned by De Anza.

8. De Anza agrees that the name of the Park shall remain "Newman Park" in perpetuity.

9. De Anza hereby agrees to defend, indemnify and hold harmless the City, 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 relocation of the Palm trees, or from the routine care and maintenance of the turf and planting areas of the Park as related to the obligations of De

Anza pursuant to this Covenant and Agreement; provided, however, the City of Riverside shall promptly give notice of any such claim.

10. The responsibilities and related costs as set forth hereinabove shall be appurtenant to the Property as hereinabove described.

11. 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.

12. This Covenant and Agreement shall run with the land and each and all of the terms shall be binding upon De Anza, 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, De Anza has caused this Covenant and Agreement to be duly executed this day and year first above written.

DE ANZA II, a California  
general partnership

By *[Signature]*

Title General Partner

By *[Signature]*

Title General Partner

APPROVED AS TO CONTENT:

*[Signature]*  
Park and Recreation Department

APPROVED AS TO CONTENT:

*[Signature]*  
Planning Department

APPROVED AS TO CONTENT:

*[Signature]*  
Public Works Department

APPROVED AS TO FORM:

*[Signature]*  
Assistant City Attorney

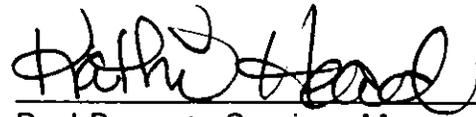
KMG/sb 1/19/96

**CERTIFICATE OF ACCEPTANCE**  
**(Government Code Section 27281)**

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, California, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 18233 of said City Council adopted May 11, 1993, and the grantee consents to recordation thereof by its duly authorized officer.

Dated 3/5/96

**CITY OF RIVERSIDE**



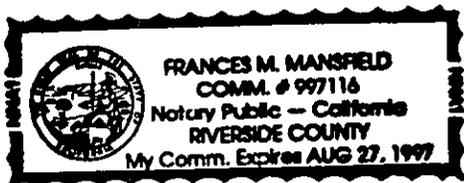
Real Property Services Manager  
of the City of Riverside

State of California )  
County of Riverside ) ss

On February 7, 1996, before me, a notary public in and for said State, personally appeared V. Prabhu Dhalla

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.



Frances M. Mansfield  
Signature

CAPACITY CLAIMED BY SIGNER

- ( ) Attorney-in-fact
- ( ) Corporate Officer(s)  
Title \_\_\_\_\_ Title \_\_\_\_\_
- ( ) Guardian /Conservator
- ( ) Individual(s)
- (X) Partner(s)  
(X) General ( ) Limited
- ( ) Trustee(s)
- ( ) Other \_\_\_\_\_

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

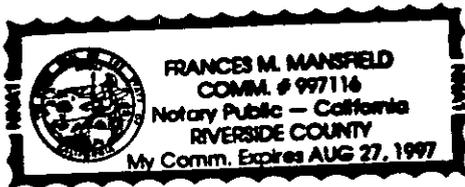
\_\_\_\_\_

State of California )  
 ) ss  
County of Riverside )

On February 7, 1996, before me, a notary public in  
and for said State, personally appeared Thomas  
M. Mirich III

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.



Frances M. Mansfield  
Signature

CAPACITY CLAIMED BY SIGNER

- ( ) Attorney-in-fact
- ( ) Corporate Officer(s)  
Title \_\_\_\_\_ Title \_\_\_\_\_
- ( ) Guardian /Conservator
- ( ) Individual(s)
- Partner(s)  
 General ( ) Limited
- ( ) Trustee(s)
- ( ) Other \_\_\_\_\_

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

\_\_\_\_\_

EXHIBIT "A"  
DE ANZA II PARCEL WITH VACATED MAGNOLIA

That portion of Lots 4 and 5 of the lands of the S.C.C. Association, as shown by map on file in Book 7, Page 3 of Maps, records of San Bernardino County, California, **TOGETHER WITH** those portions of Lots 1 through 10, and Lots 12 through 19 inclusive, of Syford's Business Block Addition, as shown by map on file in Book 14 of Maps, at Page 55 thereof, records of Riverside County, California, and those portions of Stadium Avenue (vacated), Prospect Avenue (vacated) and Magnolia Avenue (vacated), more particularly described as follows:

**BEGINNING** at the northeasterly corner of said Stadium Avenue as vacated by the City Council of the City of Riverside by Ordinance No. 6036, recorded April 19, 1993, as Instrument No. 143032 of Official Records of said Riverside County; said corner being on a line parallel with and distant 50.00 feet southerly, as measured at right angles, from the centerline of Magnolia Avenue, as shown on said map of Syford's Business Block Addition;

THENCE South 29°30'05" West, along the southeasterly line of said Stadium Avenue (vacated), a distance of 284.92 feet;

THENCE South 13°33'48" West, along the southeasterly line of Prospect Avenue as vacated by the City Council of the City of Riverside said by Ordinance No. 6036, a distance of 120.11 feet;

THENCE South 21°34'04" West, continuing along said last mentioned southeasterly line, a distance of 123.73 feet to the most southerly corner of said portion of Prospect Avenue (vacated);

THENCE North 60°14'15" West, along the southwesterly line of said portion of Prospect Avenue (vacated) and along the southwesterly line of said portion of Stadium Avenue (vacated), a distance of 90.06 feet to the most westerly corner thereof; said corner being on the southeasterly line of that certain parcel of land shown as Parcel 1 of Certificate of Compliance recorded February 29, 1984, as Instrument No. 42163 of Official Records of said Riverside County;

THENCE South 29°30'05" West, along the southeasterly line of said Parcel 1, a distance of 0.06 of a foot to the most southerly corner thereof; said corner being on the northeasterly right-of-way line of Fifteenth Street as shown by Record of Survey on file in Book 74, Page 40 of Record of Surveys, records of said Riverside County;

THENCE North 60°12'50" West, a distance of 136.16 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 467.00 feet;

THENCE northwesterly along said curve through a central angle of 07°08'20", an arc length of 58.19 feet;

THENCE North 2°09'40" West, a distance of 39.37 feet to a point on the southeasterly right-of-way line of Magnolia Avenue as shown by said map of Syford's Business Block

Addition;

The preceding three (3) courses being along the southwesterly line of said Parcel 1 and said northeasterly right-of-way line of said Fifteenth Street;

THENCE North  $42^{\circ}56'44''$  East, a distance of 270.51 feet to the beginning of a tangent curve, concave southeasterly and having a radius of 310.00 feet;

THENCE northeasterly along said last mentioned curve through a central angle of  $3^{\circ}48'37''$ , an arc length of 20.62 feet to a line parallel with and distant 0.50 of a foot southeasterly, as measured at right angles, from the southwesterly prolongation of the southeasterly line of that certain parcel of land described in deed to the City of Riverside by document recorded July 23, 1914, in Book 400, Page 135, et seq., of Deeds, records of said Riverside County;

The preceding two (2) courses being along the northwesterly line of said Parcel 1 and along said southeasterly right-of-way line of Magnolia Avenue;

THENCE North  $29^{\circ}46'06''$  East, along said parallel line, a distance of 113.64 feet to a point in said centerline of Magnolia Avenue; said point being the beginning of a non-tangent curve concaving southerly, having a radius of 360.00 feet, the radial line to said point bears South  $25^{\circ}40'20''$  East;

THENCE easterly along said curve having a radius of 360.00 feet and along said centerline of Magnolia Avenue, through a central angle of  $26^{\circ}24'44''$ , an arc length of 165.95 feet;

THENCE South  $89^{\circ}15'36''$  East, continuing along said centerline of Magnolia Avenue, a distance of 72.62 feet to the northeasterly prolongation of the northwesterly line of Lot 2 in Block 3 of said map of Syford's Business Block Addition;

THENCE South  $29^{\circ}30'05''$  West, along said northeasterly prolongation of the northwesterly line of Lot 2, a distance of 57.04 feet to the **POINT OF BEGINNING**.

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

 3/31/95 Prep. Kep  
 Mark S. Brown, L.S. 5655 Date  
 License Expires 9/30/95

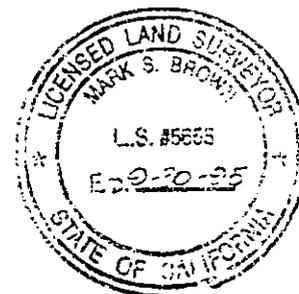


EXHIBIT "B"  
PARK DESCRIPTION WITH VACATED MAGNOLIA

That portion of Lots 4 and 5 of the lands of the S.C.C. Association, as shown by map on file in Book 7, Page 3 of Maps, records of San Bernardino County, California, **TOGETHER WITH** those portions of Stadium Avenue (vacated) and Magnolia Avenue (vacated), described as follows:

**COMMENCING** at the point of intersection of the southwesterly line of Fourteenth Street, as shown by map of the Town of Riverside, on file in Book 7, Page 17 of Maps, records of said San Bernardino County with the southeasterly line of that certain parcel of land described in deed to the City of Riverside by document recorded July 23, 1914, in Book 400, Page 135, et seq., of Deeds, records of Riverside County, California;

THENCE South  $60^{\circ}17'09''$  East, along said southwesterly line of Fourteenth Street, a distance of 180.50 feet to an intersection with a line parallel with and distant 50.00 feet northerly, as measured at right angles, from centerline of Magnolia Avenue, as shown by map of Syford's Business Block Addition, on file in Book 14, Page 55 of Maps, records of said Riverside County;

THENCE North  $89^{\circ}15'36''$  West, along said parallel line, a distance of 35.09 feet to a line parallel with and distant 17.00 feet southwesterly, as measured at right angles, from said southwesterly line of Fourteenth Street and the **POINT OF BEGINNING** of the parcel of land being described;

THENCE North  $29^{\circ}42'51''$  East, at right angle to said last mentioned parallel line, a distance of 2.50 feet to a line parallel with and distant 14.50 feet southwesterly, as measured at right angles, from said southwesterly line of Fourteenth Street;

THENCE North  $60^{\circ}17'09''$  West, along said last mentioned parallel line, a distance of 124.81 to the beginning of a tangent curve concaving southerly and having a radius of 27.00 feet;

THENCE northwesterly to the left along said curve through a central angle of  $67^{\circ}48'30''$  an arc length of 31.95 feet to said southeasterly line of the parcel of land described deed recorded July 23, 1914;

THENCE South  $29^{\circ}46'06''$  West, along said southeasterly line, a distance of 90.14 feet to a point in the northerly line of that certain parcel of land described in deed to the City of Riverside by document recorded July 26, 1909, in Book 288, Page 390, et seq., of Deeds records of said Riverside County; said point being the beginning of a non-tangent curve concaving southerly, having a radius of 410.00 feet and from which the radius bears South  $16^{\circ}38'40''$  East;

THENCE easterly to the right along said last mentioned curve through a central angle of  $0^{\circ}06'05''$  an arc length of 0.72 feet to a line parallel with and distant 0.50 feet southeasterly, as measured at right angles, from the southwesterly prolongation of said southeasterly line;

THENCE South  $29^{\circ}46'06''$  West, along said last mentioned parallel line, a distance of 78.99 feet to a point in said centerline of Magnolia Avenue as shown by map of Syford's Business Block Addition; said point being the beginning of a non-tangent curve concaving southerly, having a radius of 360.00 feet and from which the radius bears South  $25^{\circ}40'20''$  East;

THENCE northeasterly to the right along said last mentioned curve and along said centerline of Magnolia Avenue, through a central angle of  $26^{\circ}24'44''$  an arc length of 165.95 feet;

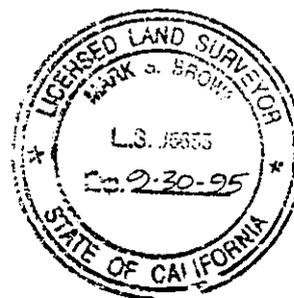
THENCE South  $89^{\circ}15'36''$  East, continuing along said centerline of Magnolia Avenue, a distance of 72.62 feet to the northeasterly prolongation of the northwesterly line of Lot 2 in Block 3 of Victoria Place, as shown by map on file in Book 5, Page 55 of Maps, records of said San Bernardino County;

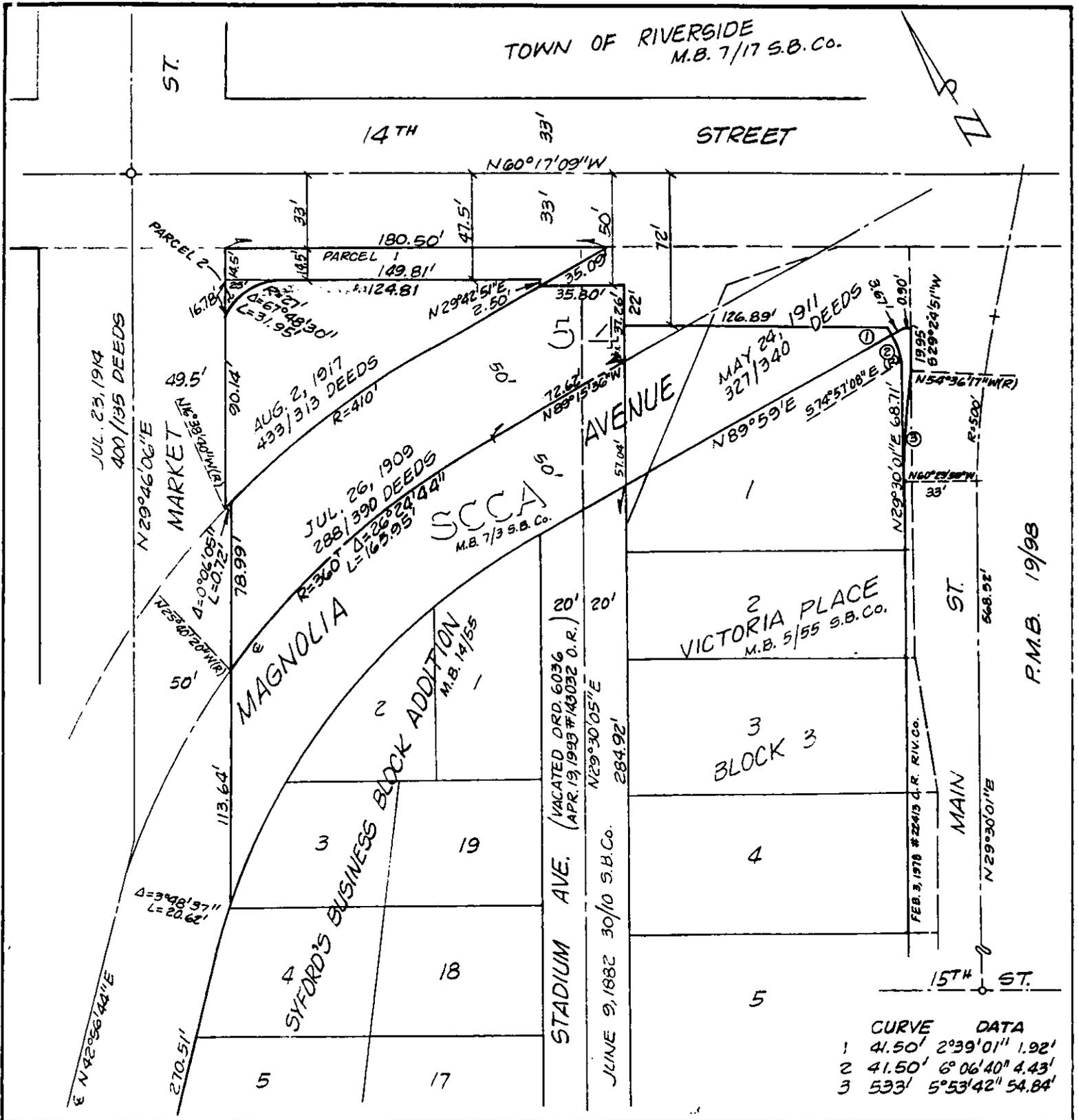
THENCE North  $29^{\circ}30'05''$  East, along said northeasterly prolongation of said northwesterly line, a distance of 37.26 feet to said line parallel with and distant 17.00 feet southwesterly of the southwesterly line of Fourteenth Street;

THENCE North  $60^{\circ}17'09''$  West, along said last mentioned parallel line, a distance of 35.80 feet to the **POINT OF BEGINNING**.

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

Mark S. Brown 3/31/95 Prep. kg  
 Mark S. Brown, L.S. 5655 Date  
 License Expires 9/30/95





• 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.

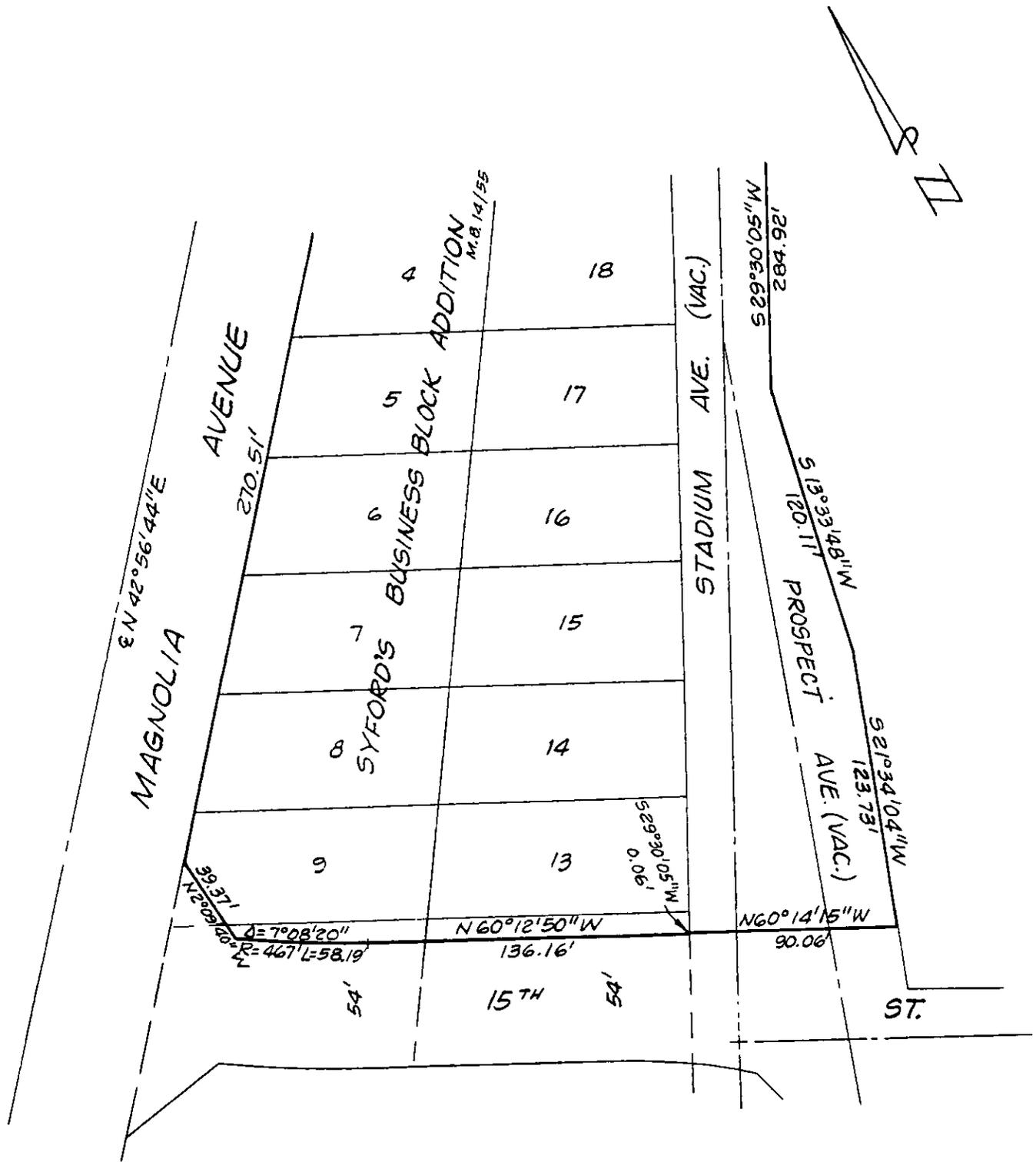
SHEET 1 OF 2

2/13

SCALE: 1" = 25'

DRAWN BY Kgs DATE 3/17/95

SUBJECT VAC-1-801 - 14TH ST. WIDENING



• 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 2 OF 2

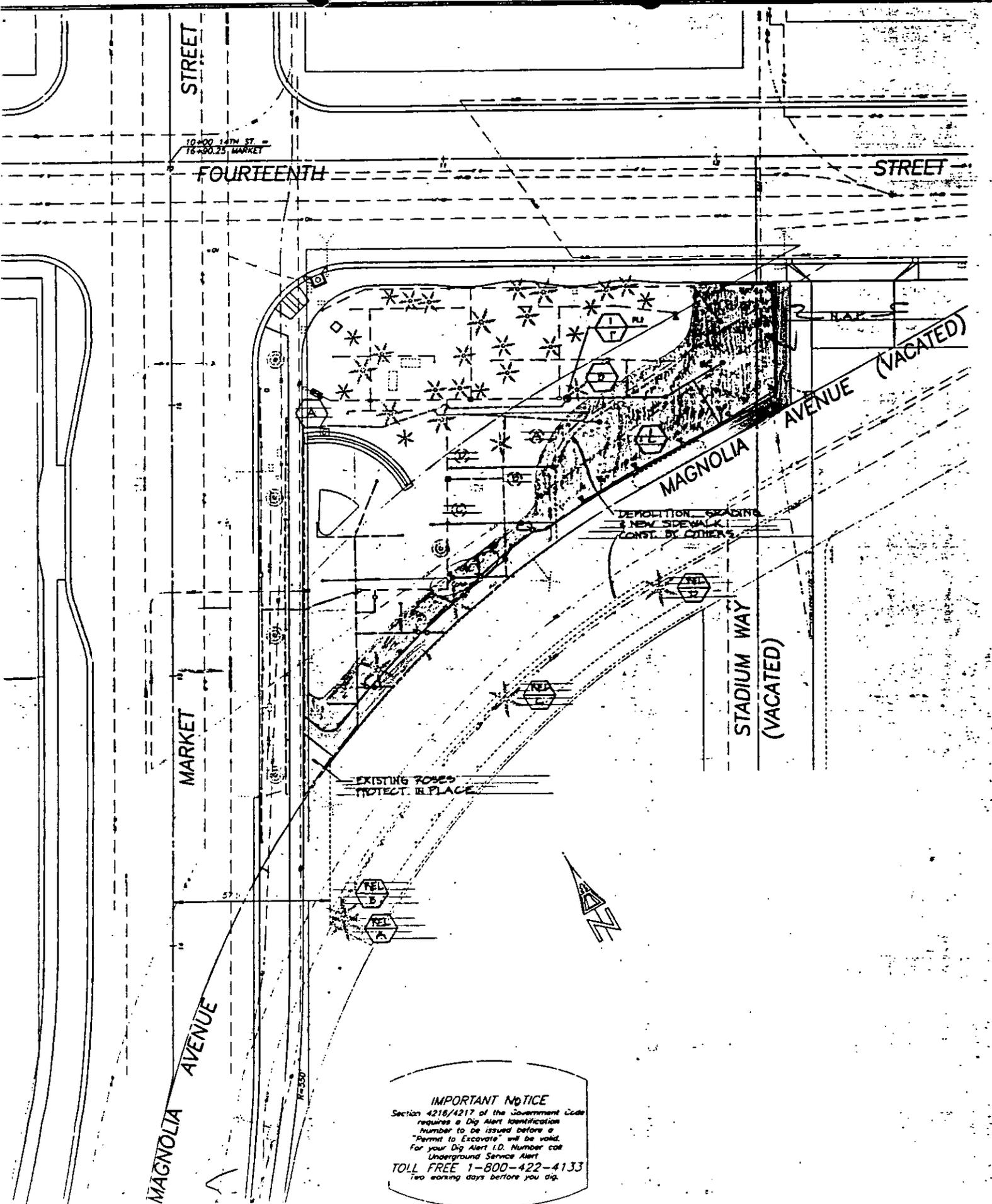
2/13

SCALE: 1" = NTS

DRAWN BY Kgs DATE 3/21/95

SUBJECT VAC-1-801 - 14TH ST. WIDENING

C/A - 498



**IMPORTANT NOTICE**  
 Section 4218/4217 of the Government Code  
 requires a Dig Alert Identification  
 Number to be issued before a  
 "Permit to Excavate" will be valid.  
 For your Dig Alert I.D. Number call  
 Underground Service Alert  
**TOLL FREE 1-800-422-4133**  
 Two working days before you dig.