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WHEN RECORDED MAIL TO:

City Clerk  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522

JUL - 9 1997

Recorded in Official Records  
of Riverside County, California  
Recorder

Fees \$ 21-

21/5

Project: Parcel Map 28047

COVENANT AND AGREEMENT  
GUARANTEEING PLAN PREPARATION AND STREET IMPROVEMENTS  
AND INSTALLATION OF STREET TREES  
FOR CUL-DE-SAC OF OLD BRIDGE ROAD

(T)

SR

THIS COVENANT AND AGREEMENT is made and entered into this 7<sup>th</sup> day of April, 1997, by **PETER V. MISUNAS**, as **Successor Trustee of the JOHN H. FREESON TRUST dated July 25, 1984, as amended March 1, 1985 and LOUIS A. CARHART** (collectively, "Declarants") with reference to the following facts:

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

Parcel 1:

Parcel 1 of Parcel Map 28047 as shown by map on file in Book 189 of Parcel Maps, at pages 83 through 85 thereof, records of Riverside County, California.

Parcel 2:

Parcel 2 of Parcel Map 28047 as shown by map on file in Book 189 of Parcel Maps, at pages 83 through 85 thereof, records of Riverside County, California.

The two parcels of the Property are hereinafter referred to as "Parcel 1" and "Parcel 2", respectively.

B. The Property is part of approximately 55 vacant acres situated northerly of Overlook Parkway and easterly of Windham Hill Road within the City of Riverside. Application has been made to the City of Riverside ("City") to divide the 55 acres into four parcels by Parcel Map 28047 for financial and phasing purposes for future single family residential development.

C. The City had previously approved in 1992 a tentative tract map for the 55 acres, which map is known as Tentative Tract Map 23663. By Tentative Tract Map 23663, Declarants are proposing to divide the 55 acres into approximately 22 lots for residential purposes. Internal circulation is proposed to be provided by a 36-foot-wide private street system extending from two local streets situated within said Tentative Map 23663 located to the south as well as by the extension of Old Bridge Road. The proposed centerline of the extension of Old Bridge Road is located on the common property line of Parcels 1 and 2 and the extension terminates in a cul-de-sac at the Property.

D. Condition 1. b. of the conditions imposed by City for the approval of Parcel Map 28047 requires Declarants to execute and record a covenant and agreement prior to the recordation of the map guaranteeing that, upon development of Parcels 1 or 2, the Declarants will be responsible for full utilities, street improvements and plan preparation for the entire cul-de-sac to Public Works Department specifications.

E. Condition 1. g. of the conditions imposed by City for the approval of Parcel Map 28047 requires the installation of new street trees in accordance with the specifications of the Park and Recreation Department of the City of Riverside.

NOW, THEREFORE, for the purpose of complying with a condition imposed by the City of Riverside for the approval of Parcel Map 28047, Declarants hereby covenant and agree with the City of Riverside and declares as follows:

1. There shall be no issuance of building permits for the development of either Parcel 1 or Parcel 2 of the Property until such time as the full utilities and street improvements for the entire Old Bridge Road cul-de-sac required as a condition of approval for Parcel Map 28047 ("Cul-de-sac") are constructed and installed to Public Works Department specifications; or, alternatively, acceptable agreements and security has been posted with the City of Riverside guaranteeing the construction and installation of such Cul-de-sac including the preparation of any necessary plans.

2. There shall be no building permit issued for the development of either Parcel of the Property until such time as all street trees required as a condition of approval for Parcel Map 28047 for the such Property are installed to Park and Recreation Department specifications including the removal, relocation, replacement or protection of existing street trees to the specifications of the Planning, Public Works and Park and Recreation Departments; or, alternatively, acceptable agreements and security have been posted with the City of Riverside guaranteeing the installation of such street trees including the provision for the necessary street tree establishment and

maintenance period or the removal, relocation, replacement or protection of existing street trees.

3. The fee owner or owners of the Parcel of the Property to be first developed shall be responsible for the preparation of plans for the Cul-de-sac, the completion of the construction of the Cul-de-sac including the installation of full utilities and street improvements and street trees, and the payment of any required fees; provided, however, nothing herein shall preclude any agreement between the owners of Parcel 1 and the owners of Parcel 2 regarding the division of costs and the reimbursement by the owner of the second parcel to the owner of the first parcel for such costs.

4. The terms of this Covenant and Agreement may be enforced by the City of Riverside, 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.

5. 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 Cul-de-sac is constructed and installed to the satisfaction of the Public Works Department of the City of Riverside and the street trees have been established to the satisfaction of the Park and Recreation Department of the City of Riverside and a statement to that effect signed by the Public Works Director of the City of Riverside and by the Park and Recreation Director of the City of Riverside is duly recorded.

IN WITNESS WHEREOF Declarants have caused this Covenant and Agreement to be executed the day and year first above written.

  
 Louis A. Carhart

  
 Peter V. Misunas, as Successor  
 Trustee of the John H. Freeson  
 Trust dated July 25, 1984, as  
 amended March 1, 1985

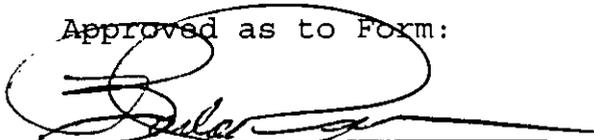
Approved as to Content:

  
Public Works Department

Approved as to Content:

  
Park and Recreation Department

Approved as to Form:

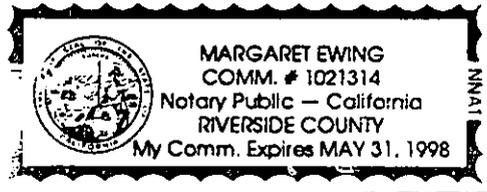
  
Assistant City Attorney

State of CALIFORNIA )  
County of RIVERSIDE ) SS

On APRIL 29, 1997, before me, a

notary public in and for said State, personally appeared  
LOUIS A. CARHART

~~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.

*Margaret Ewing*  
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:  
\_\_\_\_\_

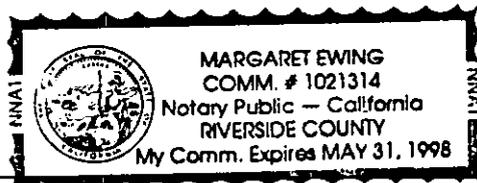
State of CALIFORNIA )  
County of RIVERSIDE ) ss

On APRIL 30, 1997, before me, a notary public in and for said State, personally appeared

PETER V. MISUNAS

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.



Margaret Ewing  
Signature

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

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