

464210

WHEN RECORDED MAIL TO:

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

Project: Building Permit for
3532 Monroe Street
Riverside, California

RECEIVED FOR RECORD
Min. Past 1 o'clock P.M.

DEC 26 1990

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$ 13

ORIGINAL

COVENANT AND AGREEMENT AND
DECLARATION OF RESERVATION OF EASEMENTS

THIS COVENANT AND AGREEMENT and Declaration of
Reservation of Easements is made and entered into this 24TH day
of DECEMBER, 1990, by RIVERSIDE CHRISTIAN HIGH SCHOOL, a
corporation, hereinafter referred to as "Declarant", with
reference to the following facts:

A. Declarant is the fee owner of the following
described two parcels of real property, hereinafter collectively
referred to as the "Property", located in the City of Riverside,
County of Riverside, State of California, described as follows:

PARCEL 1

Lot 9 in Block 24 of the Lands of the Riverside Land and
Irrigating Company as shown by Map on file in Book 1
page 70 of Maps, San Bernardino County Records;

EXCEPTING therefrom that portion described as follows:
Beginning at the most Northerly corner of said Lot 9;
Thence Southeasterly, along the Northeasterly line of
said Lot, 7 feet;
Thence Southwesterly, parallel, with the Northwesterly
line of said Lot, 282 feet;
Thence Southeasterly, at right angles to the
Northwesterly line of said Lot, 409 feet;
Thence Southwesterly, at a right angle, 208 feet;
Thence Northwesterly, at a right angle, 409 feet;
Thence Southwesterly, parallel with the Northwesterly
line of said Lot to a point 99 feet Northeasterly of the
Southwesterly line of said Lot;
Thence Northwesterly, parallel with the Southwesterly
line of said lot, 7 feet to the Northwesterly line of
said Lot;
Thence Northeasterly, along the Northwesterly line of
said Lot, to the point of beginning;

ALSO EXCEPTING THEREFROM that portion of said Lot 9 as conveyed to the City of Riverside by Grant Deed recorded July 13, 1979, as Instrument No. 147167 of Official Records of Riverside County, California.

PARCEL 2

Lot 10 in Block 24 of the Lands of the Riverside Land and Irrigating Company, as shown by Map on file in Book 1, Page 70 of Maps, San Bernardino County Records;

EXCEPTING therefrom the Southwesterly rectangular 8 acres thereof as conveyed to the United States of America by Deed recorded August 25, 1922 in Book 574 Page 74 of Deeds, Riverside County Records;

ALSO EXCEPTING therefrom that portion conveyed to the United States of America by Deed recorded September 24, 1924, in Book 616 Page 339 of Deeds, Riverside County Records, particularly described as follows:

Beginning at a point on the Northwesterly line of said Lot 10, 527 feet Northeasterly from the Northwesterly corner of said Lot;

Thence Northeasterly on said Northwesterly line, 131.75 feet;

Thence Southeasterly and parallel with the Northeasterly line of said Lot, 661.25 feet to the Southeasterly line of said Lot;

Thence Southwesterly on said Southeasterly line, 131.75 feet;

Thence Northwesterly and parallel with the Northeasterly line of said Lot, 661.25 feet to the point of beginning. Said property is also shown on Record of Survey on file in Book 6 page 37 of Records of Survey, Riverside County records.

Said parcels are hereinafter referred to as Parcel 1 and Parcel 2, respectively.

B. Parcel 1 is located on Monroe Street and is commonly known as 3532 Monroe Street. Parcel 2 is located adjacent to Parcel 1 to the southeast. Parcel 1 and Parcel 2 are currently developed with various school buildings and a parking lot.

C. Declarant has applied to the City of Riverside, hereinafter referred to as "City", for a building permit to construct a multi-purpose building on Parcel 1. As a condition to the issuance of a building permit for such addition,

DESCRIPTION APPROVAL:

12, 18, 90
George P. Hutchinson
 SURVEYOR, CITY OF RIVERSIDE

Declarant must execute and record a covenant ensuring that the necessary off-street parking as may be required by City's zoning regulations for the use and benefit of Parcel 1 is provided on Parcel 2 or Declarant must consolidate the parcels.

D. Declarants intend by this document to comply with the condition imposed by the City for the issuance of a building permit for the addition on Parcel 1 and to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of both parcels and the owners thereof.

NOW, THEREFORE, Declarant hereby declares that the Property will be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the following declarations, limitations, covenants, conditions, restrictions and easements, all of which are imposed as equitable servitudes pursuant to a general plan for the development of the Property for the purpose of enhancing and protecting the value and attractiveness of the Property, and each parcel thereof, in accordance with the plan for the improvement of the Property, and to comply with a condition imposed by the City for the issuance of a building permit for the further improvement of parcel 1. All of the limitations, covenants, conditions, restrictions and easements shall constitute covenants which shall run with the land and shall be binding upon Declarants and their heirs, successors and assigns, and all parties having or acquiring any right, title or interest in or to any part of the Property. Any conveyance, transfer, sale, assignment, lease or sublease made by Declarant of a parcel of the Property shall be and hereby is deemed to incorporate by reference all of the provisions of this Covenant and Agreement, including but not limited to, all the covenants, conditions, restrictions, limitations, equitable servitudes and easements contained herein.

1. The designated portion of Parcel 2 shall be improved and used for off-street vehicular parking and uses incidental thereto. Such parking lot shall be improved by the construction of parking spaces which meet the off-street parking standards of the City.

2. A nonexclusive easement for vehicular and pedestrian ingress and egress and vehicular parking is hereby established over, along and across Parcel 2 for the use and benefit of and as an easement appurtenant to Parcel 1. Declarant further agrees that in no event will less than 14 parking spaces be maintained on Parcel 2 for the use and benefit of Parcel 1.

3. In the event either Parcel 1 or Parcel 2 is sold or leased or the ownership is otherwise changed, Declarant shall grant or reserve, as appropriate, the easement established in paragraph 2 above.

4. This Covenant and Agreement is made and entered into for the purpose of complying with the off-street parking requirements of the Riverside Municipal Code, and shall not be extinguished or altered in any way except with the prior written and recorded consent of the City Council of City.

5. The terms of this Covenant and Agreement may be enforced by the City or by any owner or tenant of Parcel 1. Should the City or any owner or tenant bring an action to enforce any of the terms of this Covenant and Agreement, the prevailing party shall be entitled to court costs including reasonable attorneys' fees.

6. This Covenant and Agreement shall run with the land and shall be binding upon the Declarants, their heirs, successors and assigns and shall continue in effect until such time as it is released by the City Council of the City.

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

RIVERSIDE CHRISTIAN HIGH SCHOOL

By Charles L. Phiney

Title CHAIRMAN OF THE BOARD

APPROVED AS TO FORM:

[Signature]
Assistant-City Attorney

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 29th DAY OF December, 1990.

Ellen H. Quinn

NOTARY PUBLIC

KG/2853A/1m
11/27/90

