

WHEN RECORDED MAIL TO:

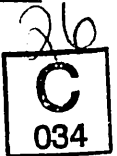
CITY CLERK  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522



Project:

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**COVENANT AND AGREEMENT  
ESTABLISHING EASEMENT FOR ACCESS AND PARKING**



THIS COVENANT AND AGREEMENT ESTABLISHING EASEMENT FOR ACCESS AND PARKING (the "Covenant and Agreement") is made and entered into this 27<sup>th</sup> day of August, 2007 by **Camden Holdings, LLC**, a California limited liability company ("Declarant") with reference to the following facts:

- A. Declarant is the fee owners of Parcel 1 and Parcel 2 (collectively the "Property", and individually as a "Parcel") situated in the City of Riverside, County of Riverside, State of California, and legally described in Exhibit "A", which is attached hereto and incorporated within by reference.
- B. Declarant has applied to the City of Riverside (the "City") for building permits to allow for a parking lot and commercial building on each of the Parcels that comprise the Property, and has further applied for a parcel map to create Parcel 1 and Parcel 2 as two (2) legally separate parcels as shown on the Plat Map attached hereto and made a part hereof as Exhibit B, which depicts each Parcel, the buildings thereon, and the Common Areas (as defined later herein) of the Property.
- C. As a condition of approval and prior to the granting of the building permits and/or recording the final parcel map, the City is requiring Declarant to execute and record an agreement stating that the two (2) Parcels shall be used as a unified project, sharing common access points, driveways and parking areas for vehicular ingress, egress, and parking.
- D. Declarant intends by this document to comply with the conditions imposed by the City and to impose upon the Property mutually beneficial restrictions, conditions, covenants and agreements for the benefit of the current and future owners of Parcel 1 and Parcel 2, and for the same purpose to reserve and grant easements over portions of the Property.

NOW, THEREFORE, for the purposes of complying with the conditions imposed by the City of Riverside for the approval of Planning Case P04-1289, P04-1290, P04-1292 and P05-1189 (Parcel Map No. 34194), Declarant hereby declares that the Property, and each Parcel thereon,

is and hereafter shall be held, conveyed, transferred, 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 certain conditions imposed by the City for the approval of P04-1289, P04-1290, P04-1292 and P05-1189 (Parcel Map No. 34194), and shall be binding and inure to the benefit of each successor and assignee in interest of each such party. Any conveyance, transfer, sale, assignment, lease or sublease made by Declarants of a Parcel of the Property shall be and hereby is deemed to incorporate by reference all the provisions of this Covenant and Agreement including, but not limited to, all the covenants, conditions, restrictions, limitations, grants of easement, rights, rights-of-way, and equitable servitude contained herein.

1. Establishment of Access and Parking Easement.

(a) Declarant hereby establishes, grants and reserves nonexclusive easements for parking, and vehicular and pedestrian ingress and egress, over, along, under and across the Common Areas of each Parcel of the Property (as said Parcel now exists as shown on Exhibit B hereto, or may hereinafter be reconfigured), for the use and benefit of and as an easement appurtenant to the remaining Parcels (as said Parcels now exist or as hereinafter reconfigured). For purposes of this Covenant and Agreement, the term "Common Areas" shall be defined as all access points, driveway, parking lot, sidewalk and landscape walkway areas of the Property which may be used by or serve the vehicular and pedestrian patrons of the Property (as such areas may exist from time to time), but shall specifically exclude all building areas, drive-thru/pick-up lanes, enclosed outdoor patio/dining areas, kiosks, trash enclosures and loading docks which may now or hereinafter exist on each Parcel.

(b) The nonexclusive easements herein established shall be and are for ingress, egress, and parking of motor vehicles and the installation, construction, maintenance, removal and replacement and use of driveways, walkways and parking lots.

(c) The easements hereinabove granted or established shall include all rights necessary and proper for the installation, construction, maintenance, repair, replacement and use of driveways, walkways and parking areas. The cost of repair and maintenance of the driveways, walkways and parking areas shall be borne by the Owner of the Parcel upon which such driveways, walkways or parking areas are located.

(d) The Property shall continually operate as a single unified development.

(e) Those areas on each Parcel of the Property designated as parking areas shall be in conformance with plans for the development of such Parcel which have been or may be approved by the City and shall include the number of parking spaces required by the Riverside Municipal Code for all of the uses on such Parcel.

(f) The Owner of each Parcel shall be responsible, at its sole cost and expense, for the

ongoing and periodic maintenance of all Landscape Areas which may, from time to time, exist on such Owner's Parcel as needed such that said Landscape Areas appear neat and sightly, and meet all City of Riverside landscape maintenance code requirements.

2. Barriers: No walls, fences, or barriers of any kind shall be constructed or maintained on Parcel 1 nor Parcel 2, or any portion thereof, by any person which shall prevent or impair the use or exercise of any of the easements granted herein.

3. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarant that this document shall be strictly limited to and for the purposed hearing expressed. The right of the public or any person to make use whatsoever of the Property, or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dictation) is solely by permission, and subject to the control of the Declarant, who may periodically restrict ingress and egress from the Property in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress or egress shall be limited to the minimum period necessary to prevent the creation of prescriptive easement and shall occur at such time as to have minimum effect on the Parcels.

4. Non-Merger. This Covenant and Agreement shall not be subject to the doctrine of merger, even though the underlying fee ownership of the parcel described herein, or any parts thereof, is vested in one party or entity.

5. Effect of Covenant and Agreement. Any person who now or hereafter owns or acquires any right, title or interest in or to any Parcel of the Property shall be deemed (a) to have consented and agreed to every covenant, condition, restriction and easement contained herein; and (b) to have been granted and be subject to the easements described in Section 1 hereof, whether or not any reference to this Covenant and Agreement is contained in the instrument by which such person acquired an interest in the Property.

6. Mutuality, Reciprocity, Run with Land. All of the provisions contained herein are made for the direct, mutual and reciprocal benefit of all Parcels of the Property and create mutual, equitable servitudes upon each Parcel as the servient tenement in favor of each other Parcel as the dominant tenement and create reciprocal rights obligations among the respective Parcels, and privity of contract and estate among all grantees of the Parcels, their successors and assigns in interest. In addition, each of the provisions hereof shall operate as covenants running with the land for the benefit of the Property and each Parcel thereof and shall inure to the benefit of all owners of the Parcels thereof, their successors and assigns in interest, and shall apply to and bind each successive owner of each Parcel, their successors and assigns in interest.

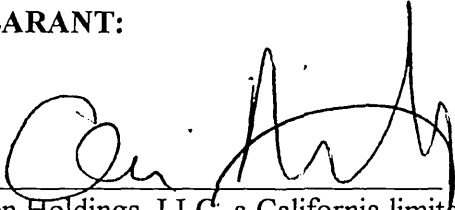
7. Enforcement. The terms of this Covenant and Agreement may be enforced by the City, its successors or assigns, and by any owner, lessee or tenant of the Parcels of the Property. Should the City or any owner, lessee or tenant bring an action to enforce any of the terms of this Covenant and

Agreement, the prevailing party shall be entitled to costs of suit including reasonable attorneys' fees.

8. Termination and Modification. Subject to the prior written approval of the City, by its Planning Director, any provision contained herein, may be terminated, modified or amended as to all of the Property or any portion thereof. No such termination, modification or amendment shall be effective until there shall have been executed, acknowledged and recorded in the Office of the Recorder of Riverside County, California, an appropriate instrument evidencing the same including the consent thereto by the City.

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

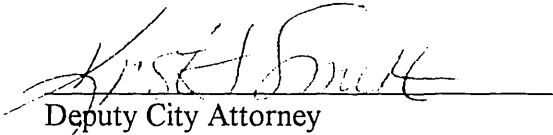
**DECLARANT:**



Camden Holdings, LLC, a California limited liability company

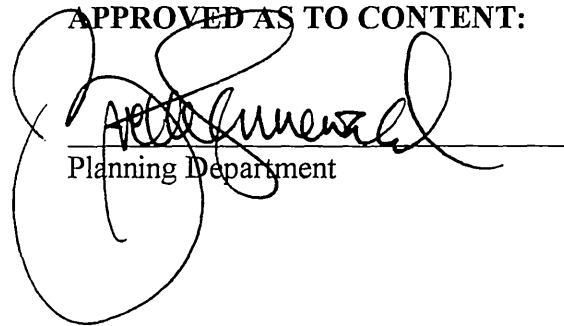
By: Ari Miller  
Its: managing member

**APPROVED AS TO FORM:**



Deputy City Attorney

**APPROVED AS TO CONTENT:**



Planning Department

STATE OF CALIFORNIA )  
 )  
COUNTY OF ~~RIVERSIDE~~ )  
LOS ANGELES

On AUGUST 27, 2007, before me, BENNY LAKATOS, the undersigned, a notary public in and for said State, personally appeared ARI MILLER personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity, and that by his/~~her/their~~ signature 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.

Benny Lakatos  
Notary Public



# EXHIBIT A

## PARCEL 1

### LEGAL DESCRIPTION

PARCEL 1, AS SHOWN BY PARCEL MAP NO. 34194 ON FILE IN BOOK 223  
PAGES 33 - 34, OF PARCEL MAPS, RECORDS OF RIVERSIDE  
COUNTY, CALIFORNIA.

## PARCEL 2

### LEGAL DESCRIPTION

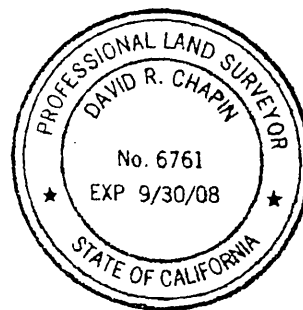
PARCEL 2, AS SHOWN BY PARCEL MAP NO. 34194 ON FILE IN BOOK 223  
PAGES 33 - 34, OF PARCEL MAPS, RECORDS OF RIVERSIDE  
COUNTY, CALIFORNIA.

PREPARED BY;

DCi ENGINEERING, INC.  
5100 E. LA PALMA AVENUE  
SUITE 117  
ANAHEIM, CA 92807  
714.779.3828



DAVID R. CHAPIN  
PLS 6761  
REG EXP 9/30/08



DESCRIPTION APPROVAL:

BY: MS Brown 9/14/2007  
DATE

FOR: MARK S. BROWN  
CITY SURVEYOR

CIA 1028

EXHIBIT B: PLAT MAP OF THE PROPERTY

