

WHEN RECORDED MAIL TO:

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

DOC # 2009-0553707

10/27/2009 08:00A Fee:27.00

Page 1 of 7

Recorded in Official Records

County of Riverside

Larry W Ward

Assessor, County Clerk & Recorder



Project: 4515 Central Avenue  
APN 226-291-051 &  
6531 Palm Avenue  
APN 226-291-023  
Riverside, CA

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY	
1			7						1	
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM	
							T	CTY	UNI	513



COVENANT AND AGREEMENT  
PROVIDING FOR A UNIFIED PROJECT FOR ACCESS AND PARKING

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 28th day of September, 2009, by M. Hebbard MacArthur, Trustee of the MacArthur Separate Property Trust ("MacArthur") and Kerren Dee Brown ("Brown"), collectively ("Declarants"), with reference to the following facts:

A. MacArthur is the fee owner of the real property known as 6531 Palm Avenue (APN: 226-291-023) "Parcel 1" and MacArthur and Brown are the fee owners of the real property known as 4515 Central Avenue (APN 226-291-051), "Parcel 2", both of which are situated at the northwest corner of Central and Palm Avenues in the City of Riverside, County of Riverside, State of California, (collectively "Property") and legally described as follows:

SEE EXHIBIT "A"

B. Declarants in Planning Case P06-0582 are seeking to construct a parking lot expansion on the north of the existing parking lot to serve as additional parking for the existing two story office building ("Project").

C. A condition imposed by the City of Riverside ("City") in Planning Case P06-0582 requires that prior to issuance of building permits, Declarants are to consolidate the property to ensure that it will continue to be used as one unified project and ensure parking will be used for the Project.

D. Declarants intend by this document to comply with the conditions imposed by the City and to impose upon the Property, restrictions, conditions, covenants, and agreements.

NOW, THEREFORE, Declarants hereby declare that the Property 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

CIA 1095

attractiveness of the Property, and each Parcel thereof, and to comply with a condition imposed by the City for the approval of Planning Case P06-0582. All of the covenants, conditions, limitations, restrictions and easements shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the Property or any Parcel or portion thereof, 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 of 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 servitudes contained herein.

1. The Property and each Parcel of the Property shall only be occupied, sold, leased and used as a single, unified project under Planning Case P06-0582. No Parcel of the Property shall be used separately from the others under any other separate conditional use permit or other approval of City. Any parking area or building constructed, used and maintained on any Parcel shall only be ancillary to the use of the other Parcels.

2. Declarants hereby establish, grant and reserve nonexclusive easements for parking, vehicular and pedestrian ingress and egress over, along, under and across the areas of each Parcel of the Property (as said Parcel now exists or may hereinafter be reconfigured), designated as driveway and parking spaces of each Parcel of the Property for the use and benefit of and as an easement appurtenant to the remaining Parcels (as said Parcels now exist or as hereinafter reconfigured).

3. In the event Declarants shall sell, convey, lease or otherwise change the ownership of any Parcel of the Property, as such Parcel is conveyed, Declarants shall grant and reserve, as is appropriate, the easements established in Paragraph 2 above.

4. Declarants shall not construct, erect, install, maintain or permit the construction, erection, installation or maintenance of any barrier, barricade, wall, or fence between the Parcels of the Property which would preclude or interfere with the use of the driveways and parking spaces; provided, however, nothing herein shall prevent the installation, construction or maintenance of necessary traffic control devices.

5. This Covenant and Agreement shall not be subject to the doctrine of merger, even though the underlying fee ownership of the Parcels described herein maybe vested in one party or entity.

6. 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 each of the applicable easements described in Paragraph 2 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.

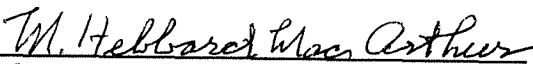


7. The terms of this Covenant and Agreement may be enforced by the City or by any owner, lessee or tenant of any Parcel of the Property. Should the City or any owner, lessee or tenant bring an action to enforce the terms of this Covenant and Agreement, the prevailing party shall be entitled to costs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

8. All of the provisions contained herein are made for the direct, mutual and reciprocal benefit of each and every Parcel of the Property and create mutual, equitable servitudes upon each Parcel as the servient tenement in favor of the other Parcels as the dominant tenement and create reciprocal rights and obligations among the respective owners of the 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 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.

9. This Covenant and Agreement is made and entered into for the purpose of complying with a condition of approval imposed by the City for the approval of Planning Case P06-0582, and it shall not be extinguished, terminated, modified, amended or altered in any way except with the prior written and recorded consent of the Planning Director of City.

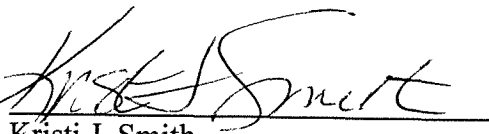
IN WITNESS WHEREOF, Declarants have caused this Covenant and Agreement to be executed as of the day and year first written above.

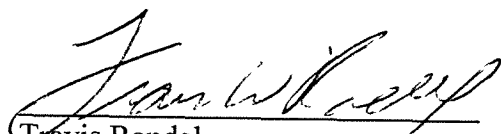
  
M. HEBBARD MACARTHUR, Trustee  
of the MacArthur Separate Property Trust

  
Kerren Dee Brown

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

  
Kristi J. Smith  
Supv. Deputy City Attorney

  
Travis Randel  
Planning Division

O:\Cycom\WPDocs\D004\P008\00011524 doc  
CA 09-1236  
Rev 09/01/09  
KJS



**ACKNOWLEDGMENT**

State of California  
County of Riverside )

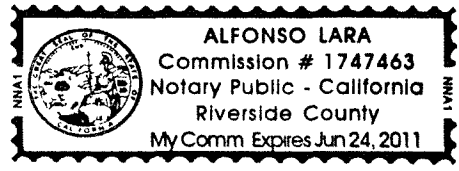
On September 9, 2009, before me, Alfonso Lara, a

notary public, personally appeared M. Hebbard MacArthur, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Alfonso Lara (SEAL)  
Signature



ACKNOWLEDGMENT

State of California

County of SAN LUIS OBISPO

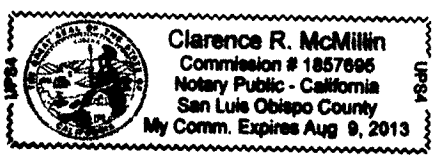
On 28 SEPT. 09, before me, CLARENCE R. McMillin

notary public, personally appeared KERREN DEE BROWN, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Clarence R. McMillin (SEAL)  
Signature



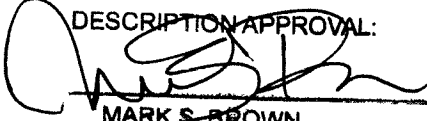
**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Parcel 1

APN: 226-291-023

LOT 97 OF SUNNYSIDE PLACE, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 20,  
OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

DESCRIPTION APPROVAL:  
  
MARK S. BROWN CITY SURVEYOR  
9/29/09  
DATE



2009-0553707  
10/27/2009 08 00A  
6 of 7

C/A 1095

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Parcel 2


APN: 226-291-051

LOT 94 TOGETHER WITH LOTS 95 AND 96 OF SUNNYSIDE PLACE, AS SHOWN BY MAP ON FILE IN BOOK 11, (PAGE(S) 20 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THE SOUTHERLY 5.00 FEET OF LOT 94 AS CONVEYED TO THE CITY OF RIVERSIDE BY DEED RECORDED APRIL 27, 1929 IN BOOK 722, PAGE(S) 359 OF DEEDS, OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LOT 94 CONVEYED TO THE CITY OF RIVERSIDE BY DEED RECORDED JUNE 13, 1969 AS INSTRUMENT NO. 59409, OFFICIAL RECORDS OF RIVERSIDE COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LOTS 94, 95 AND 96, CONVEYED TO THE CITY OF RIVERSIDE BY DEED RECORDED OCTOBER 30, 1981 AS INSTRUMENT NO. 204582, OFFICIAL RECORDS OF RIVERSIDE COUNTY.

DESCRIPTION APPROVAL  
  
MARK S. BROWN  
CITY SURVEYOR  
DATE: 9/24/09



2009-0553787  
10/27/2009 03 00A  
7 of 7

CIA 1095