

2016-0098521

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County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



WHEN RECORDED MAIL TO:

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

Project: 3834-38 Hidalgo Place
APN 215-031-008 &
3945 Market Street
APN 215-031-007
Riverside, CA

9					R	A	Exam: 110		
Page	DA	PCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC
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FOR RECORDER'S OFFICE USE ONLY

31st

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

THIS COVENANT AND AGREEMENT PROVIDING FOR A UNIFIED PROJECT FOR ACCESS AND PARKING is made and entered into this 22nd day of July, 2015, by CITY NATIONAL BANK, as Successor Trustee of (a) The Richard Luros GST Trust Created Under the Milton & Beatrice Luros Second Amended Intervivos Agreement DTD 8/17/94; (b) The Michael Luros GST Trust Created Under the Milton & Beatrice Luros Second Amended Intervivos Agreement DTD 8/17/94; (c) The Richard Luros Non-Exempt Trust Created Under the Milton & Beatrice Luros Second Amended Intervivos Agreement DTD 8/17/94; and (d) The Michael Luros Non-Exempt Trust Created Under Milton & Beatrice Luros Second Amended Intervivos Agreement DTD 8/17/94 ("Declarant"), with reference to the following facts:

A. Declarant is the fee owner of the real property known as 3834-38 Hidalgo Place APN: 215-031-008 "Parcel 1" and 3945 Market Street (APN 215-031-007), "Parcel 2", both of which are situated at the northeast corner of Hidalgo Place and Market Street in the City of Riverside, County of Riverside, State of California, (collectively "Property") and legally described as follows:

SEE EXHIBIT "A"

B. The Property is in the Downtown Specific Plan – Raincross District ("DTSP-RCD") and Declarant, in Planning Case P15-0179, is seeking to construct a parking lot on Parcel 1 to serve Parcel 2 ("Project"). A stand-alone parking lot is not permitted in the DTSP-RCD.

C. A condition imposed by the City of Riverside ("City") in Planning Case P15-0179 requires that prior to issuance of building permits, Declarant is 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 and not as a separate parking lot.

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

C/A-1244

NOW, THEREFORE, Declarant hereby declares 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 attractiveness of the Property, and each Parcel thereof, and to comply with a condition imposed by the City for the approval of Planning Case P15-0179. 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 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, grants of easement, rights, rights of way and equitable servitudes contained herein.

1. For so long as Parcel 1 is a parking lot, the Property and each Parcel of the Property shall only be occupied, sold, transferred, conveyed, leased and used as a single, unified project under Planning Case P15-0179. No Parcel of the Property shall be used separately from the other 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. Declarant hereby establishes, grants and reserves 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. Declarant acknowledges and agrees that a stand-alone parking lot is not permitted in the DTSP-RCD and should Parcel 2 no longer contain any lawful uses (or is no longer being marketed for lease for such uses), then at the City's election, Parcel 1 shall revert to a vacant parcel and no longer used as a parking lot. Upon such election by the City and reversion of Parcel 1 to a vacant lot, the City agrees to execute the required termination of this Covenant and Agreement and any other related covenant documents.

4. 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.

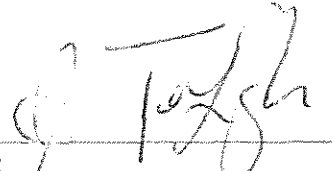
5. The terms of this Covenant and Agreement may be enforced by the City or Declarant.

6. This Covenant and Agreement shall run with the land and each of its terms shall be binding on Declarant, its heirs, successors and assigns and shall not be extinguished, terminated, modified, amended or altered in any way except with the prior written and recorded consent of the Community & Economic Development Director of City. Upon termination of the use on Parcel 1 as a parking lot, the City agrees to execute the required termination of this Covenant and Agreement and any other related covenant documents.

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


DECLARANT:

CITY NATIONAL BANK, as Successor Trustee of (a) The Richard Luros GST Trust Created Under the Milton & Beatrice Luros Second Amended Intervivos Agreement DTD 8/17/94; (b) The Michael Luros GST Trust Created Under the Milton & Beatrice Luros Second Amended Intervivos Agreement DTD 8/17/94; (c) The Richard Luros Non-Exempt Trust Created Under the Milton & Beatrice Luros Second Amended Intervivos Agreement DTD 8/17/94; and (d) The Michael Luros Non-Exempt Trust Created Under Milton & Beatrice Luros Second Amended Intervivos Agreement DTD 8/17/94

By: 
Name: _____
Its: Vice President
on behalf of City National Bank

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:


Kristi J. Smith
Supervising Deputy City Attorney


Carolice Assadzadeh
Planning Division

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California
County of Los Angeles

On JULY 22, 2015, before me, Nicole Sequeira, a

notary public, personally appeared FARZANAH TUBGHI, 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.

[Signature] (SEAL)
Signature

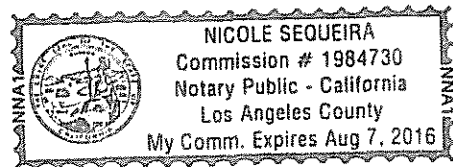


EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1
APN: 215-031-008

Legal Description of Property

That certain real property in the City of Riverside, County of Riverside, State of California described as follows:

Lots 4 and 5 in Block 4 of Dr. C. Whittier's Subdivision of Blocks 8 and 9, Range 8, and Blocks 8 and 9, Range 9, of the Town of Riverside, as shown by map on file in Book 3 of Maps at Page 8 thereof, Records of San Bernardino County, California.

ALSO, that portion of Lot 6 in said Block 4, as shown by said map, included in the following description:

Beginning at the Northeasterly corner of Lot 4 in said Block 4;

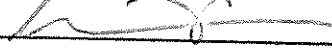
Thence Westerly on the Southerly line of Hidalgo Place, 75.00 feet;

Thence at a right angle Southerly, parallel with the Easterly line of said Lot 4, 90.00 feet, to the Southerly line of said Lot 6;

Thence Easterly on the Southerly line of said Lots 6, 5 and 4, 75.00 feet to the Southeasterly corner of said Lot 4;

Thence Northerly on the Easterly line of said Lot 4, to the point of beginning.

DESCRIPTION APPROVAL:

BY:  8/4/15
DATE

FOR: CURTIS C. STEPHENS, L.S. 7519
CITY SURVEYOR

C/A-1244

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 2
APN: 215-031-007

Legal Description of Property

That certain real property in the City of Riverside, County of Riverside, State of California described as follows:

Lots 1, 2 and 3 in Block 4 of Dr. C. Whittier's Subdivision of Blocks 8 and 9, Range 8, and Blocks 8 and 9, Range 9, of the Town of Riverside, as shown by map on file in Book 3 of Maps at Page 8 thereof, Records of San Bernardino County, California.

DESCRIPTION APPROVAL:

BY:  8/4/15
DATE

FOR: CURTIS C. STEPHENS, L.S. 7519
CITY SURVEYOR

C/A-1244