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CHICAGO TITLE COMPANY

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Page 1 of 5  
Recorded in Official Records  
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: P16-0042  
6838 and 6848 Magnolia Avenue  
Riverside, CA 92506  
APN'S: 225-284-004 & 225-284-040  
and 225-284-003

\*\*This document was electronically submitted  
to the County of Riverside for recording\*\*  
Received by MARIA #309

FOR RECORDER'S OFFICE USE ONLY

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 3 day of August, 2016, by Hartell Properties  
LLC ("Declarant"), with reference to the following facts:

A. Declarant is the fee owner of the real property known as 6838 and 6848 Magnolia  
Avenue which is situated in the City of Riverside, County of Riverside, State of California,  
(Parcel 1 and Parcel 2, collectively, "Property") and legally described as follows:

SEE EXHIBIT "A"

B. Declarant is proposing to construct a new parking lot to serve as additional parking  
for the existing medical office building ("Project").

C. A condition imposed by the City of Riverside ("City") in Planning Case P16-0042  
requires that prior to issuance of a permit for the parking lot, Declarant is to ensure that the  
Property will continue to be used as one unified project and ensure the parking lot will be used  
for the Project.

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.

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 to comply with a condition imposed by the City for the  
approval of Planning Case P16-0042. 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

C/A-1350

having or acquiring any right, title or interest in the Property, 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 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 shall only be occupied, sold, leased and used as a single, unified project under Planning Case P16-0042. No Parcel of the Property shall be used separately from the others. Any parking area or building constructed, used and maintained on the Property 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. In the event Declarant sells, conveys, leases or otherwise changes the ownership of the Property, Declarant shall grant and reserve, as is appropriate, the easements established in Paragraph 2 above.

4. Declarant 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 Property 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.

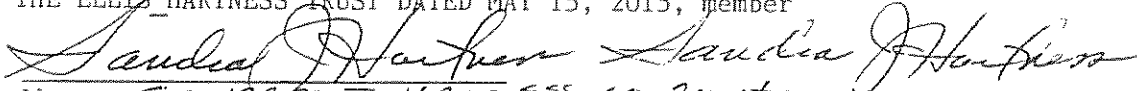
8. All of the provisions contained herein are made for the direct, mutual and reciprocal benefit of each and every Parcel of the Property and create mutual, equitable servitudes upon each Parcel as the servient tenement in favor of the other Parcels as the dominant tenement and create reciprocal rights 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 P16-0042, and it 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 Department Director of City.

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

HARTELL PROPERTIES LLC


THE ELLIS HARTNESS TRUST DATED MAY 15, 2015, member

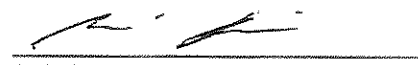
  
Name: SANDRA J. HARTNESS, CO-TRUSTEE  
Title: President

  
Name: Karen A. Ellis, co-trustee  
Title:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

  
Kristi J. Smith  
Chief Assistant City Attorney

  
Suhaim Bawany  
Planning Division

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Project: P16-0042  
Address: 6838 and 6848 Magnolia Avenue  
A.P.N.'s: 225-284-004, 225-284-040 and 225-284-003

**PARCEL 1** - (A.P.N.'s: 225-284-004 and 225-284-040)

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

The East 45.00 feet of Lot 14 and all of Lots 16, 17, 18, 20, 21, 25 and 26 of Nelson Square as shown by map on file in Book 14, Page 40 of Maps, Records of Riverside County, California.

**EXCEPTING THEREFROM** the westerly 5.00 feet of Lots 16, 17 and 18, the easterly 5.00 feet of Lots 20 and 21 and the easterly 10.00 feet of Lot 17.



Said legal description is pursuant to Certificate of Compliance PMW-33-878 recorded June 8, 1988 as Instrument No. 155955 of Official Records of Riverside County, California.

**PARCEL 2** - (A.P.N.: 225-284-003)

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

Lot 24 of Nelson Square as shown by map on file in Book 14, Page 40 of Maps, Records of Riverside County, California.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

 6/28/16 Prep.   
Curtis C. Stephens, L.S. 7519                      Date



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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

State of California

County of ORANGE

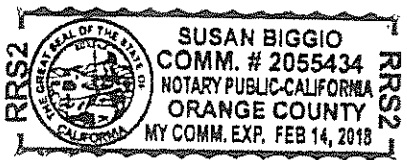
On 10-12-16 before me, SUSAN BIGGIO, Notary Public

Date Here Insert Name and Title of the Officer personally appeared Sandra J. Hartness & Karen A Ellis Name(s) of Signer(s)

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 [Handwritten Signature] Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Title or Type of Document: Covenant + Agreement Document Date: 8-8-16 Number of Pages: 4 Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s) Signer's Name: Sandra J Hartness Signer's Name: Karen A Ellis [Signer Selections: Individual, Partner, etc.]

CIA-1350