

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

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

Project: Building Permit for  
4336 Market Street

088937

RECEIVED FOR RECORD  
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MAR 12 1990  
Recorded in Official Records  
of Riverside County, California  
William J. Parnley  
Recorder  
Fees \$

COVENANT AND AGREEMENT AND  
DECLARATION OF RESTRICTIONS

This Covenant and Agreement and Declaration of Restrictions is made and entered into this day of , 1990, by PUBLIC EMPLOYEES ASSOCIATION OF RIVERSIDE COUNTY, INC., a California corporation, the owner of record of the following described real property situated in the City of Riverside, County of Riverside, State of California, which property is referred to herein as Parcel 1 or Parcel 2 or collectively as the Property:

Parcel 1

The northerly rectangular 62.00 feet of Lot 7 in Block 13, Range 7 of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per map recorded in Book 7, Page 17 of Maps, in the Office of the County Recorder of San Bernardino County;

EXCEPT the easterly 10.00 feet thereof reserved for alley purposes;

ALSO EXCEPTING THEREFROM the northwesterly 0.50 of a foot of the northeasterly rectangular 62.00 feet of said Lot 7;

ALSO EXCEPTING THEREFROM the southeasterly 8.00 feet of the northeasterly rectangular 62.00 feet of said Lot 7.

Parcel 2

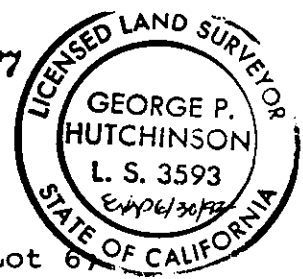
Lot 6 in Block 13 of Range 7 of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map recorded in Book 7, Page 17 of Maps, in the Office of the County Recorder of San Bernardino County;

EXCEPT the easterly 6.00 feet thereof as deeded to the City of Riverside, by deed recorded December 20, 1927 in Book 747, Page 277 of Deeds;

ALSO EXCEPTING THEREFROM those portions of said Lot 6, more particularly described as follows:

1/11

C/A 145

Parcel A

BEGINNING at the most northerly corner of said Lot 6;  
 THENCE southeasterly along the northeasterly line of said Lot 6, a distance of 28.50 feet to an intersection with a line which is parallel with and distant 28.50 feet southeasterly, as measured at right angles, from the northwesterly line of said Lot 6;

THENCE westerly a distance of 34.82 feet, more or less, to a point in the northwesterly line of said Lot 6 distant therein 20.00 feet southwesterly from said most northerly corner;

THENCE northeasterly along said northwesterly line, a distance of 20.00 feet to the POINT OF BEGINNING.

Parcel B

The northwesterly 0.50 of a foot of said Lot 6.

Parcel C

The northwesterly 2.00 feet of the southeasterly 8.00 feet of said Lot 6.

WHEREAS the undersigned desires to remodel and enlarge the existing office building on Parcel 1; and

WHEREAS the Riverside Municipal Code requires that off-street parking be provided for an office building on the same lot or within three hundred feet; and

WHEREAS the undersigned desires to provide a portion of the required off-street parking spaces on Parcel 2; and

WHEREAS the undersigned desires to restrict the Property with certain parking easements and the obligations and restrictions contained herein;

NOW, THEREFORE, the undersigned hereby covenants and agrees with the City of Riverside as follows:

1. All of Parcel 2 is hereby restricted with an easement for parking, ingress and egress for the use and benefit of Parcel 1, its owners and tenants and the invitees and guests of its owners and tenants.

2. In the event Parcel 1 or Parcel 2 is sold or leased or the ownership is otherwise changed, as the parcels are conveyed, the grantor shall grant or reserve, as appropriate, the above-described easement for parking, ingress and egress. This obligation to grant or reserve the above-described easement shall not be considered merged with the fee interest now or in the future by virtue of common ownership of both parcels unless and until

DESCRIPTION APPROVAL 2/16/90  
 GEORGE P. HUTCHINSON  
 SURVEYOR, CITY OF RIVERSIDE

Parcel 1 and Parcel 2 are combined into one parcel by action of the City of Riverside.

3. Parcel 2 shall be developed and maintained as a parking lot in accordance with the standards of the City of Riverside for private parking lots and in a good, usable and safe condition at all times. The total number of parking spaces on the Property shall be at least the number required by the Riverside Municipal Code for all the uses on the Property.

4. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City of Riverside, its successors or assigns, or by any owner or tenant of any of the Property. Should the City or any owner or tenant bring an action to enforce any of the terms of this Covenant and Agreement and Declaration of Restrictions, the prevailing party shall be entitled to reasonable attorneys' fees, expert witnesses' fees and reasonable costs of suit.

5. This Covenant and Agreement and Declaration of Restrictions shall run with the land and shall be binding upon the undersigned, its successors and assigns and shall continue in effect until such time as it is released by the City Council of the City of Riverside.

IN WITNESS WHEREOF the undersigned has caused this Covenant and Agreement and Declaration of Restrictions to be executed the day and year first written above.

PUBLIC EMPLOYEES ASSOCIATION OF RIVERSIDE COUNTY, INC., a California corporation

*Fran Victor*

Signature

FRAN Victor

Name

President

Title

*Louis A Zimmer*

Signature

Louis A Zimmer

Name

G.M.

Title

APPROVED AS TO FORM:

*Clarence Sumner*  
Assistant City Attorney