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RECORDING REQUESTED BY:

Continental Lawyers Title Co.

WHEN RECORDED MAIL TO:

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

Project: Parcel Map 25919

317550

RECEIVED FOR RECORD
AT 2:00 O'CLOCK P.M.

SEP 12 1991

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$ 20

COVENANT AND AGREEMENT
ESTABLISHING EASEMENTS FOR INGRESS, EGRESS AND PARKING

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THIS COVENANT AND AGREEMENT is made and entered into this 12th day of June, 1991, by CHEVRON U.S.A. INC., a Pennsylvania corporation, hereinafter referred to as "Declarant" with reference to the following facts:

A. Declarant is the fee owner of the two parcels of real property, hereinafter referred to as Parcel 1 and Parcel 2, respectively, located in the City of Riverside, County of Riverside, State of California, described as follows:

Parcel 1

Parcel 1 of Parcel Map 25919 as shown by map on file in Book 172 of Parcel Maps, at pages 52 through 53 thereof, records of Riverside County, California.

Parcel 2

Parcel 2 of Parcel Map 25919 as shown by map on file in Book 172 of Parcel Maps, at pages 52 through 53 thereof, records of Riverside County, California.

Parcels 1 and 2 are hereinafter collectively referred to as the "Property".

B. The Property consists of approximately 9.7 vacant acres located on the southerly corner of Indiana Avenue and La Sierra Avenue. An application has been filed with the City of Riverside as Zoning Case R-45-834 to remove the Property from the Residential-1 ("R-1-65") Zone and place it in the Restricted Commercial and Building Setback Combining ("C-2-X") Zone.

DESCRIPTION APPROVAL 8/11/91
for Walter R. Ayco SURVEYOR, CITY OF RIVERSIDE

C. As a condition to the approval by the City of Riverside of the division of the Property into two parcels by Parcel Map 25919, the Declarant is required to submit documentation prior to map recordation for approval by the Planning and Legal Departments of the City of Riverside to assure mutual access or ingress, egress, packing and/or utilities across all parcels.

D. Declarant intends by this document to comply with the condition imposed by of the City of Riverside and to impose upon the Property mutually beneficial restrictions, conditions, covenants and agreements for the benefit of the Property and the improvements to be constructed thereon, and the future owners of both parcels of the Property, and for the same purpose to reserve and grant easements over portions of the Property.

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, in accordance with the plan for the improvement of the Property, and to comply with certain conditions imposed by the City of Riverside for the approval of Parcel Map 25919. 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 either 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. Definitions. In addition to the definitions hereinbefore set forth, the following words or phrases when used in this Covenant and Agreement (except when the context otherwise requires) shall have the following definitions:

(a) "Building Areas" shall mean those areas on each Parcel of the Property upon which buildings are to be constructed or other structures placed pursuant to plans approved by the City and building permits issued therefor and shall include any landscaped areas.

(b) "City" shall mean the City of Riverside, a municipal corporation of the State of California.

(c) "Common Area" shall mean all the area of Parcel 1 and Parcel 2 of the Property other than Building Areas.

(d) "Owner" shall mean any person, whether an individual, corporation, association or otherwise, in which title to a Parcel is vested, as shown by the Official Records of Riverside County, California. Declarant shall be deemed the Owner of all unsold or retained Parcels until Declarant, its successors or assigns shall have executed or caused to be recorded in the Office of the County Recorder of Riverside County, California, an instrument of conveyance conveying the respective Parcel. If more than one person is owner of a Parcel, then all such persons shall be jointly and severally liable for all obligations herein of the Owner of a Parcel.

(e) "Parcel" or "Parcels" shall mean the Parcel or Parcels of the Property hereinabove described.

2. Easements Granted.

(a) Declarant hereby establishes and grants nonexclusive easements for pedestrian and vehicular ingress and egress and for parking on, over and across the Common Areas of Parcels 1 and 2 of the Property, and as each such Parcel may hereinafter be configured, for the use and benefit of and as easements appurtenant to the remaining Parcel. The driveways, walkways and parking areas shall be installed on each Parcel in accordance with plans approved by the City in connection with the issuance of any building permit or other permit for development for such Parcel.

(b) 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.

(c) 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.

3. Barriers. No walls, fences, or barriers of any kind shall be constructed or maintained on the Common Area, or any portion thereof, by any Owner, tenant or person which shall prevent or impair the use or exercise of any of the easements granted herein, or the free access and movement, including without limitation, of pedestrians and vehicular traffic between the Parcels; provided, however, reasonable traffic controls as may be necessary to guide and control the orderly flow of traffic may be installed so long as

access driveways to the parking areas on the Property are not closed or blocked. The only exceptions to this provision shall be for incidental encroachments upon the Common Area which may occur as a result of the use of ladders, scaffoldings, barricades and similar facilities resulting in temporary obstruction of the Common Area, all of which are permitted hereunder so long as their use is kept within reasonable requirements of construction or maintenance work being expeditiously pursued.

4. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Common Area 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 purposes herein expressed. The right of the public or any person to make use whatsoever of the Common Area of the Property, or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is solely by permission, and subject to the control of the Owner(s). Notwithstanding any other provision herein to the contrary, the Owner(s) may periodically restrict ingress and egress from the Common Area 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 a prescriptive easement and shall occur at such time as to have a minimum effect on the parties hereto.

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

6. Effect of Covenant and Agreement. Any person who now or hereafter owns or acquires any right, title or interest in or to either 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. Mutuality, Reciprocity, Run with Land. All of the provisions contained herein are made for the direct, mutual and reciprocal benefit of both Parcels of the Property and create mutual, equitable servitudes upon each Parcel as the servient tenement in favor of the other Parcel as the dominant tenement and create reciprocal rights and obligations among the respective Owners of both 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

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and assigns in interest, and shall apply to and bind each successive Owner of each Parcel, their successors and assigns in interest.

8. 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 either Parcel 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.

9. Termination and Modification. Subject to the prior written approval of the City Council of the City of Riverside, this Covenant and Declaration, and any provision contained herein, may be terminated, modified or amended as to all of the Property or any portion thereof, upon the written consent of all the Owners of the Property. 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 Declarant has caused this Covenant and Agreement to be duly executed the day and year first above written.

CHEVRON U.S.A., Inc.,
a Pennsylvania corporation

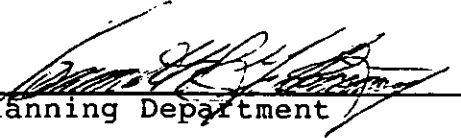
By 

Title ATTORNEY-IN-FACT

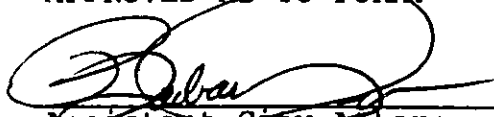
By _____

Title _____

APPROVED AS TO CONTENT:

By 
Planning Department

APPROVED AS TO FORM:


Assistant City Attorney