

064174 *CMV*

Continental Lawyers Title Company

WHEN RECORDED MAIL TO:

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

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

FEB 23 1996

Project: Parcel Map 28267

Recorded in Official Records
of Riverside County, California
Recorder
Fees \$ 24

COVENANT AND AGREEMENT
ESTABLISHING EASEMENTS FOR ACCESS, PARKING AND UTILITIES
AND GIVING NOTICE OF DEFERMENT OF CERTAIN OFF-SITE IMPROVEMENTS

24
6
GR

THIS COVENANT AND AGREEMENT is made and entered into this 7TH day of FEBRUARY, 1996, by MISSION VILLAGE, a California corporation ("Declarant"), with reference to the following facts:

A. Declarant is the fee owner of the real property (the "Property") consisting of two parcels (respectively, "Parcel 1" and "Parcel 2") located in the City of Riverside, County of Riverside, State of California, and described as follows:

Parcels 1 and 2 of Parcel Map 28267 as shown by map on file in Book 187 of Parcels Maps, at pages 38 and 39 thereof, records of Riverside County, California.

B. The Property is situated at the southeast corner of Alessandro Boulevard and Mission Grove Parkway South within the City of Riverside, California. The gross area of the Property is approximately 27.8 acres. The Property is in the Restricted Commercial and Specific Plan Combining ("C-2-SP") Zones and is currently undeveloped. Declarant by Parcel Map 28267 seeks to divide the Property into two parcels to facilitate commercial development and to provide two additional streets, Mission Village Drive (Lot "B") and an unnamed street designated as Lot "C". Parcel 1 consists of approximately 1.1 acres and is proposed to be developed with a service station. Parcel 2 consists of approximately 25.6 acres, and there are no immediate plans for development.

C. As a condition of approval for Parcel Map 28267 imposed by the City of Riverside (the "City"), Declarant must submit documentation prior to map recordation for the approval of the Planning and Legal Departments of City to assure mutual access for ingress, egress, parking and/or utilities across both parcels.

D. As a further condition of approval for Parcel Map 28267 imposed by the City, Declarant must record a covenant and

DESCRIPTION APPROVAL 2/1/96 by Walter R. Ayres
SURVEYOR, CITY OF RIVERSIDE

agreement to the approval of the Legal and Public Works Departments of City notifying any future owners of Parcel 2 that half street improvements will be required on Lots "B" (Mission Village Drive) and "C" of Parcel Map 28267 and installation of improvements on Alessandro Boulevard adjacent to Parcel 2 as required by the Alessandro Heights Specific Plan and the City of Riverside Circulation Plan in effect at the time of proposed development, to Public Works Department Specifications.

E. The development of Parcel 2 is also further conditioned on the installation of new street trees at the time of development of said parcel. And, in lieu of the construction of a future median (landscaping and irrigation) to Public Works specifications in Alessandro Boulevard in front of Parcel 2, a cash payment for one-half of the estimated cost shall be made at the time of development of such parcel.

F. Declarant intends by this document to comply with the conditions above noted as well as to provide for the deferment of the installation of the street trees for Parcel 2 and an in lieu cash payment equal to one-half of the estimated cost of construction of a median in Alessandro Boulevard fronting said Parcel 2, and to impose upon the Property mutually beneficial restrictions, conditions, covenants and agreements for the benefit of the Property and the improvements constructed thereon or to be constructed thereon, and the future owners of each of the Parcels of the Property, and for the same purpose to grant and reserve easements over portions of the Property, and to give notice to any future owners of Parcel 2 or the street improvement requirements for the development of said Parcel 2.

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 certain conditions imposed by the City for the approval of Parcel Map 28267. 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. 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 pursuant to plans approved by the City and building permits issued therefor.

(b) "Common Area" shall mean all the area of Parcels 1 and 2 other than Building Areas.

(c) "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 any unsold or retained Parcels until Declarant 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.

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

2. Declarant hereby establishes, grants and reserves nonexclusive easements for parking, vehicular and pedestrian ingress and egress and underground private utilities over, along, under and across the Common Areas of each Parcel of the Property (as said Parcel now exists or may hereinafter be reconfigured), designated as driveway and parking areas on the plans for the development of each Parcel of the Property as may be approved by the City, for the use and benefit of and as an easement appurtenant to the remaining Parcel (as said Parcel now exists or as hereinafter reconfigured).

The nonexclusive easements herein established shall be and are for ingress, egress, and parking of motor vehicles, and the installation, construction, maintenance, repair, replacement, and use of driveways, parking lot and private utilities, including, but not limited to, sewer, electricity, water, gas, telephone, cable television, storm drains and other utilities required for commercial uses, and all rights deemed reasonable and necessary therefor.

3. In the event Declarant shall sell, convey, lease or otherwise change the ownership of either Parcel of the Property, as such Parcel is conveyed, 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 by the Owners, residents, occupants and invitees of the other Parcel; provided, however, nothing herein shall prevent the installation, construction or maintenance of necessary traffic control devices.

5. 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 purpose whatsoever, it being the intention of the 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, Declarant may periodically restrict ingress and egress on the driveway and parking areas of 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 Owners, occupants and invitees of the Parcels of the Property.

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

7. Declarant shall give written notice to any prospective buyer of Parcel 2 that at the time of the development of Parcel 2 the following off-site improvements will be required by the City: the installation of half street improvements on Lots "B" (Mission Village Drive) and "C" of Parcel Map 28267 and the installation of improvements on Alessandro Boulevard adjacent to Parcel 2 in accordance with the Alessandro Heights Specific Plan and the City of Riverside Transportation Element of the General Plan in effect at the time of proposed development of Parcel 2, all to the specifications of the Public Works Department of City. The current improvement requirements for these streets include, but are not necessarily limited to, the following:

On Alessandro Boulevard, installation of curb and gutter at 53 feet from construction centerline, sidewalk and matching paving.

On Lots "B" and "C", installation of curb and gutter at 22 feet from centerline, sidewalk and matching paving.

Declarant acknowledges and agrees on behalf of itself and its successors and assigns as to Parcel 2 that prior to the issuance by the City of a building permit for the development of said Parcel 2, or any portion thereof, the then owner of said Parcel 2 shall at said owner's

sole cost and expense have prepared by a registered civil engineer the necessary street improvement plans for the approval of the Public Works Department of the City of Riverside to construct and install the off-site improvements required by Paragraph 7 above, and that following the approval of such plans by said Public Works Department, said owner shall cause such improvements to be installed or constructed in accordance with such approved plans at said owner's sole cost and expense.

8. The installation of new street trees for Parcel 2 is hereby deferred until such time as such parcel is developed. Declarant acknowledges and agrees on behalf of itself and its successors and assigns as to Parcel 2 that prior to the issuance by the City of a building permit for the development of said parcel, the then owner of said parcel shall at said owner's sole cost and expense install new street trees in accordance with the specifications of the Park and Recreation Department in the street rights-of-way fronting such parcel or, alternatively, execute an agreement and post such security as may be required by City.

9. In lieu of the construction of a future median (landscaping and irrigation) to Public Works specifications in Alessandro Boulevard in front of Parcel 2, a cash payment for one-half of the estimated cost shall be made to City by the owner of said Parcel 2 at the time of development of such parcel and as a condition to the issuance of any necessary permits therefor.

10. 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.

11. The terms of this Covenant and Agreement may be enforced by the City or 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 the terms of this Covenant and Agreement, the prevailing party shall be entitled to costs of suit, including reasonable attorneys' fees.


12. 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 Parcel 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

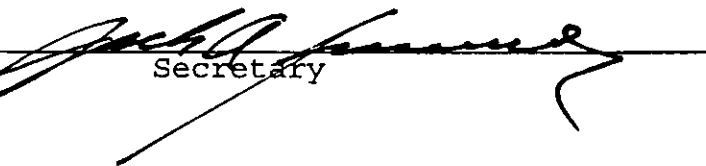
each Parcel thereof and shall inure to the benefit of all Owners thereof, their successors and assigns in interest, and shall apply to and bind each successive Owner of each Parcel, their successors and assigns in interest.

13. 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 Parcel Map 28267, and it shall not be extinguished, terminated, modified, amended or altered in any way except with the prior written and recorded consent of the City Council of City.

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

MISSION VILLAGE, a California corporation

By 
VICE President

By 
Secretary

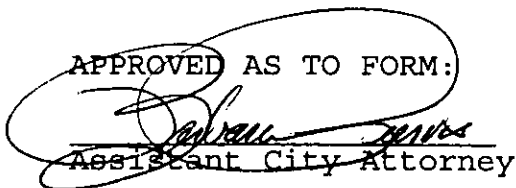
APPROVED AS TO CONTENT:


Planning Department

APPROVED AS TO CONTENT:


Public Work Department

APPROVED AS TO FORM:

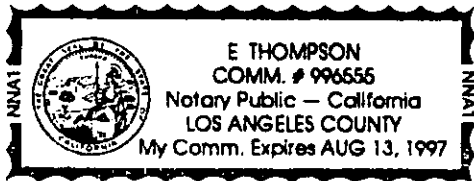

Assistant City Attorney

State of California)
County of Los Angeles)^{ss}

On February 7, 1996, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Alexander S. Lowy & Jack A. Sweeney

_____ personally known to me (or 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.

WITNESS my hand and official seal.



E Thompson
Signature