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209577

WHEN RECORDED MAIL TO:
City Clerk
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

Project: 8100 Auto Drive and
8120 Auto Drive
Riverside, CA

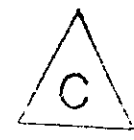
RECEIVED FOR RECORD
AT 8:00 O'CLOCK

JUN 13 1997

Recorded in Official Records
of Riverside County, California
Recorder
Fees \$ 21

For Recorder's Office Use Only

COVENANT AND AGREEMENT
ESTABLISHING EASEMENTS FOR ACCESS AND PARKING



21
15
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THIS COVENANT AND AGREEMENT is made and entered into this 2nd day of May, 1997, by **MITSUBISHI MOTOR SALES OF AMERICA, INC.**, 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 adjacent parcels (respectively, "Parcel 1" and "Parcel 2") located in the City of Riverside, County of Riverside, State of California, and described as follows:

Parcel 1

Parcel 1 together with that portion of Parcel 3, as shown by map on file in Book 109 of Parcels Maps, at pages 24 and 25 thereof, records of Riverside County, California, more particularly described as follows:

Beginning at the most southerly corner of said parcel;

Thence North 34° 00' 00" West along the southwest line of said Parcel 3, a distance of 204.70 feet to the most westerly corner of said parcel;

Thence North 55° 35' 45" East along the northwesterly line of said Parcel 3, a distance of 99.35 feet to an angle point therein;

Thence South 34° 21' 35" East along the boundary line of said Parcel 3, a distance of 20.03 feet to an angle point in the northwesterly line of said Parcel 3 which bears South 55° 35' 20" West, 41.63 feet from the most southerly corner of Parcel 2;

Thence South 34° 00' 00" East, a distance of 173.85 feet to

a point in the southeasterly line of said Parcel 3;

Thence South 49° 23' 55" West along said southeasterly line, a distance of 100.14 feet to the POINT OF BEGINNING.

Parcel 2

All that portion of Lot 8 of Tract No. 2876, as shown by map on file in Book 51 of Maps at page 75 thereof, records of Riverside County, California, described as follows:

Commencing at the northerly intersection of Motor Circle and Auto Drive, as shown on said map;

Thence South 34° 00' 00" East, along the center line of Motor Circle, a distance of 44.00 feet;

Thence South 56° 00' 00" West, a distance of 67.00 feet to the POINT OF BEGINNING;

Thence easterly along the northerly line of said lot on a curve concave southerly, having a radius of 23.00 feet through an angle of 90° 00' 00", an arc length of 36.13 feet;

Thence South 34° 00' 00" East, along the Northeasterly line of said lot, a distance of 152.00 feet;

Thence South 56° 00' 00" West, parallel with the northwesterly line of said lot, a distance of 140.00 feet;

Thence North 34° 00' 00" West, parallel with the northeasterly line of said lot, a distance of 175.00 feet to a point on the northwesterly line of said lot;

Thence North 56° 00' 00" East, along the northwesterly line of said lot, a distance of 117.00 feet to the POINT OF BEGINNING.

Parcel 1 is known as 8100 Auto Center Drive, and Parcel 2 is known as 8120 Auto Center Drive, Riverside, California.

B. The Property is situated in the Riverside Auto Center within the City of Riverside, California. Declarant is seeking to construct a new service building and an addition to the existing office building on Parcel 1. The number of parking spaces required under the provisions of Title 19 of the Riverside Municipal Code for the new construction cannot be provided on Parcel 1. Parcel 2 has excess parking spaces which may be utilized for Parcel 1 within the distance required under the provisions of Title 19 of the Riverside Municipal Code.

C. As a condition of approval of the plan check for the building permit for the new construction on Parcel 1 imposed by the City of Riverside (the "City"), Declarant must submit documentation for the approval of the Planning and Legal Departments of City to assure mutual access for ingress, egress,

and parking across both parcels.

D. Declarant intends by this document to comply with the condition above noted.

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 a condition imposed by the City for the approval of the plans for the construction of a new service building and an addition to the existing office building on Parcel 1 of the Property. 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 have been or 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 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 spaces 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 vehicular and pedestrian ingress and egress, and for the parking of motor vehicles.

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, occupants, employees 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. 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.

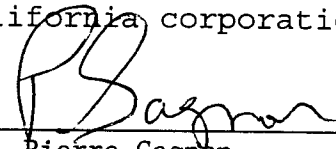
8. The terms of this Covenant and Agreement may be enforced by the City or by any Owner, lessee or tenant of either Parcel of the Property. Should the City or any Owner, lessee or tenant bring an action to enforce the terms of this Covenant and Agreement, the prevailing party shall be entitled to costs of suit, including reasonable attorneys' fees.

9. 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.

10. 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 the building plans for new construction on the Property, and it shall not be extinguished, terminated, modified, amended or altered in any way except with the prior written and recorded consent of the Planning Director of City.

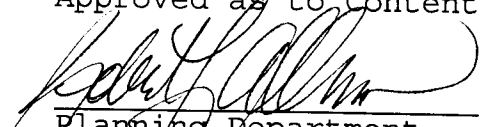
IN WITNESS WHEREOF Declarant has caused this Covenant and Agreement to be executed the day and year first above written.

MITSUBISHI MOTOR SALES OF AMERICA, INC.,
a California corporation

By 
Pierre Gagnon

Title Senior VP, General Operations

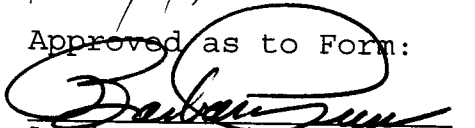
Approved as to Content:


Planning Department

By 
Ellen J. Gleberman

Title VP & General Counsel

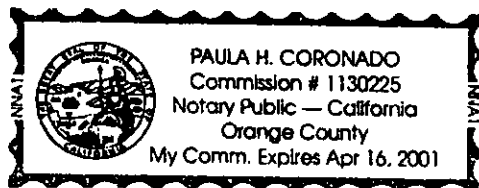
Approved as to Form:


Assistant City Attorney

State of California)
 County of Orange) se

On May 2ND 1997, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared Pierre Gagnon & Ellen J. Gleberman

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.

Paula H. Coronado
 Signature

CAPACITY CLAIMED BY SIGNER

- () Attorney-in-fact
 (X) Corporate Officer(s)
 Title Sr. VP, General Oper. Title VP & General Counsel
 () Guardian /Conservator
 () Individual(s)
 () Partner(s)
 () General () Limited
 () Trustee(s)
 () Other _____

The party(ies) executing this document is/are representing:

Mitsubishi Motor Sales of America, Inc.