

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

Project: 9590 Magnolia Avenue
9604 Magnolia Avenue
Riverside, CA

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

AUG 27 1997

Recorded in Official Records
of Riverside County, California
Recorder

Fees \$ 0

For Recorder's Office Use Only

COVENANT AND AGREEMENT
ESTABLISHING AN EASEMENT FOR PARKING

THIS COVENANT AND AGREEMENT is made and entered into this 26th day of August, 1997, by NORMAN L. KELLEY and VELDA C. KELLEY, as Trustees of the KELLEY TRUST, dated FEBRUARY 25, 1991 (collectively "Declarants"), with reference to the following facts:

A. Declarants are the fee owners 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, described as follows:

Parcel 1

Parcel 2 of Parcel Map 14164 as shown by map on file in Book 71 of Parcels Maps, at pages 70 and 71 thereof, records of Riverside County, California.

Parcel 2

Commencing on the Southern line of Magnolia Avenue at the Northeasterly corner of Lot 3 in Block 26 of Arlington as shown by map recorded in Book 1, page 62 of Maps, San Bernardino County records;

Thence Southerly on the Easterly line of said Lot 3, 150 feet;

Thence at right angles Westerly and parallel with the Southern line of Magnolia Avenue 50 feet;

Thence at right angles Northerly and parallel with the Easterly line of said Lot 3, 150 feet to the Southerly line of Magnolia Avenue;

Thence Easterly on the Southerly line of Magnolia Avenue 50 feet to the Point of Beginning.

DESCRIPTION APPROVAL
8/26/97
[Signature]
SURVEYOR, CITY OF RIVERSIDE

Parcel 1 is known as 9590 Magnolia Avenue, Riverside, California, and Parcel 2 is known as 9604 Magnolia Avenue, Riverside, California.

B. The Property is situated on Magnolia Avenue within the Arlington area of the City of Riverside, California, and said Parcel 1 and Parcel 2 are located on either side of an approximately 20-foot wide alley extending in a southerly direction from Magnolia Avenue between and parallel to Roosevelt Street and Taft Street.

C. Declarants are seeking to construct a one-story addition to the existing two-story office and retail building on Parcel 1 and to construct a new retail building on Parcel 2. The number of parking spaces now required under the provisions of Title 19 of the Riverside Municipal Code ("Zoning Code") for the existing building with the new addition on Parcel 1 cannot be provided on said parcel as sixteen (16) parking spaces are required and only ten (10) can be provided. The retail building to be constructed on Parcel 2 requires five (5) parking spaces under the provisions of the Zoning Code, and approximately seventeen (17) will be provided. The excess parking spaces on Parcel 2 may be utilized for Parcel 1 within the distance required under the provisions of the Zoning Code.

D. As a condition of approval of the plan check for the building permit for the new addition on Parcel 1 imposed by the City of Riverside (the "City"), Declarants must submit documentation for the approval of the Planning and Legal Departments of City to assure that adequate parking is provided for Parcel 1 as well as Parcel 2.

E. Declarants intend by this document to comply with the condition above noted.

NOW, THEREFORE, Declarants hereby declare 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 an addition to the existing two-story office and retail 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 Declarants 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) "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. Declarants shall be deemed the Owner of any unsold or retained Parcels until Declarants 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.

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

(c) "Parking Area" shall mean that area of Parcel 2 designated on plans approved by City for the parking of motor vehicles as well as the driveways for use of said parking spaces.

2. Declarants hereby establish, grant and reserve a nonexclusive easement for vehicular and pedestrian ingress and egress and the parking of not less than six (6) motor vehicles on, over and across the Parking Area of Parcel 2 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 said Parcel 2 of the Property as may be approved by the City, for the use and benefit of and as an easement appurtenant to Parcel 1 (as said Parcel now exists or as hereinafter reconfigured).

The nonexclusive easement herein established shall be and is for vehicular and pedestrian ingress and egress, and for the parking of motor vehicles.

3. No use Parcel 2, including the building to be constructed on said Parcel 2, shall be permitted by the Owner(s) of said parcel which would increase the required number of parking spaces for said parcel beyond the number of parking spaces on Parcel 2 required under the Zoning Code plus the number of parking spaces for Parcel 1 as may then be necessary under said Zoning Code.

4. In the event Declarants 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 easement established in Paragraph 2 above.

5. Declarants 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

and the common alley which would preclude or interfere with the use of the driveways and parking spaces on Parcel 2 by the Owners, occupants, employees and invitees of Parcel 1; provided, however, nothing herein shall prevent the installation, construction or maintenance of necessary traffic control devices.

6. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Parking Area on Parcel 2 to the general public or for the general public or for any public purpose whatsoever, it being the intention of Declarants 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 Parking Area of Parcel 2, 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, Owner(s) may periodically restrict ingress and egress on the Parking 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 suchtime as to have a minimum effect on the Owners, occupants and invitees of the Parcels of the Property.

7. 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.

8. 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, as applicable, of the easement described in Paragraph 2 hereof and the restriction established in Paragraph 3, 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.

9. 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.

10. 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.

11. 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 Declarants have caused this Covenant and Agreement to be executed the day and year first above written.

By Norman L. Kelley
 NORMAN L. KELLEY as a Trustee
 of the KELLEY TRUST dated
 February 25, 1991

By Velda C. Kelley
 VELDA C. KELLEY as a Trustee
 of the KELLEY TRUST dated
 February 25, 1991

Approved as to Content:

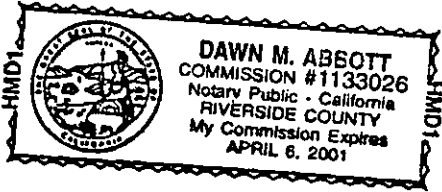
Robert L. Allen
 Planning Department

Approved as to Form:

[Signature]
 Assistant City Attorney

State of California)
County of Riverside)^{se}

On August 26, 1997, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared Norman C Kelley and Velada C Kelley 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.

Dawn M. Abbott
Signature

CAPACITY CLAIMED BY SIGNER

- Attorney-in-fact
- Corporate Officer(s)
Title _____ Title _____
- Guardian /Conservator
- Individual(s)
- Partner(s)
 General Limited
- Trustee(s)
- Other _____

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