

ORIGINAL

WHEN RECORDED MAIL TO:

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

DOC # 2001-476637

10/01/2001 08:00A Fee:36.00

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Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



Project: Staples Development
6280 Magnolia
Magnolia & Merrill Avenues

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COVENANT AND AGREEMENT AND DECLARATION
OF RESTRICTIONS TO HOLD PROPERTY AS ONE PARCEL



THIS COVENANT AND AGREEMENT is made and entered into this Day of August, 2001, by and between TOMMY V. THOMAS, ("THOMAS") and MAGNOLIA/MERRILL, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ("MAGNOLIA"), collectively referred to as "Declarants" with reference to the following facts:

A. THOMAS is the fee owner of the following described real property ("Parcel A") located in the City of Riverside, County of Riverside, State of California:

See Exhibit A, attached hereto and incorporated herein by this reference.

B. MAGNOLIA is the fee owner of the following described real property ("Parcel B") located in the City of Riverside, County of Riverside, State of California:

See Exhibit B, attached hereto and incorporated herein by this reference.

C. Parcel A and Parcel B ("Property") are located at the northeast corner of Magnolia Avenue and Merrill Avenue and have a street address of 6280 Magnolia Avenue. Parcel B originally consisted of three parcels and are the subject of a lot consolidation by the City of Riverside (Case LL-028-001) as a condition of approval for the Staples Project.

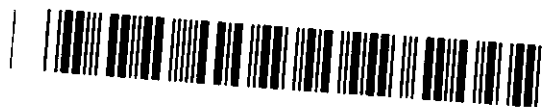
D. Declarants desire to hold the Property as One Parcel for the purpose of compliance with the Uniform Building Code ("UBC") and therefore agree to enter into the following covenants and agreements and declaration of restrictions as required by the City of Riverside ("City").

NOW, THEREFORE, incorporating the above recitals, 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 declaration, limitations,

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covenants, conditions, and restrictions, which are imposed as equitable servitudes pursuant to a general plan for the development of the Property for the purpose of complying with the requirements of the Uniform Building Code as adopted by the City of Riverside, and the parties hereto mutually agree as follows:

1. Uniform Building Code Requirements. For the purpose of complying with the requirements of Section 104.2.7 "Modifications." and Section 104.2.8 "Alternate materials, alternate design and methods of construction." of the 1997 Uniform Building Code ("UBC"), as adopted by the City, the Declarants hereby agree to enter into this Covenant and Agreement and Declaration of Restrictions to Hold Property as One Parcel. This modification is necessary as the application of the strict letter of Section 503.2 of the UBC regarding exterior wall fire resistance and opening protection and Section 709.6 and 713.11 regarding exterior wall penetrations and fire dampers of the UBC is impractical due to the separate ownership of Parcel A and Parcel B by Declarants, as set forth above, to permit the issuance of building permits for this Staples Project and is therefore being approved as a "modification" or "alternate design".
2. Property to be Held as One Parcel. Declarants hereby agree that the Property shall be held as one parcel and that no portion of the Property shall be sold or otherwise transferred separately from any other portion of the Property.
3. Involuntary Sale or Transfer. In the event of any involuntary sale, lease or transfer of either Parcel A or Parcel B, one separately from the other, Declarants covenant and agree to provide immediate notice to the City of such sale or transfer and that any items, not then in compliance with the then applicable provisions of the UBC shall be remedied and brought into compliance immediately and any interior alterations necessitated thereby will be made at that time, subject to the approval of the City's Building Official of the City of Riverside Planning Department.
4. Noncompliance. In the event of noncompliance, the City may take any and all enforcement actions provided for by the UBC, or of any other provision of the Riverside Municipal Code, or exercise any other remedy under the law to which the City may be entitled.
5. Notice to the Planning Director. The Planning Director of the City of Riverside shall be notified not less than thirty (30) days prior to the transfer of any interest in or to either parcel of the Property as described herein.
6. Successors. This Covenant and Agreement and Declaration of Restriction to Hold Property as One Parcel shall run with the land and shall be binding upon and inure to the benefit of Declarants, their heirs, successors, future owners, encumbrancers, and assigns with respect to the subject Property, without any rights herein being deemed personal to any of them.
7. Deemed Consent. 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 and restriction contained herein whether or not any reference to this Covenant and Agreement is contained in the instrument by which such person acquired an



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interest in any parcel of the Property.


8. Consent of City Planning Director. This Covenant and Agreement and Declaration of Restrictions to Hold Property as One Parcel shall not be modified, amended or terminated without the prior written consent of the Planning Director of the City of Riverside duly recorded.

9. Enforcement. The terms of this Covenant and Agreement may be enforced by the City or by any owner, lessee or tenant of any 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.

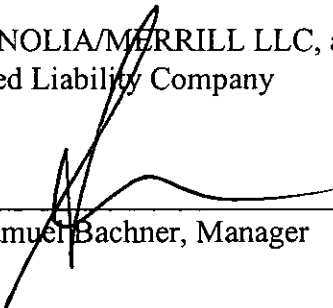
IN WITNESS WHEREOF, the parties hereto have executed this Covenant and Agreement and Declaration of Restrictions to Hold Property as One Parcel on the date first written above.

DECLARANTS:

TOMMY V. THOMAS


Tommy V. Thomas

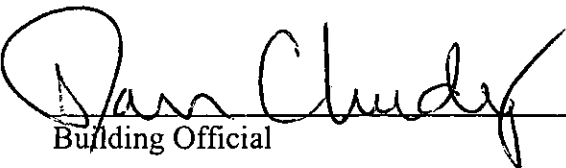
MAGNOLIA/MERRILL LLC, a California
Limited Liability Company


Samuel Bachner, Manager

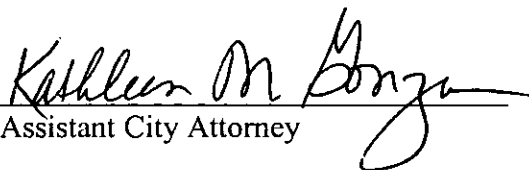
Approved as to Content:


Planning Department

Approved as to Content:


Building Official

Approved as to Form:


Assistant City Attorney

[COV01179201.KG]



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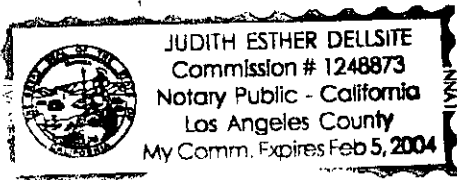
C/A 732

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
 County of Los Angeles } ss.

On August 2, 2001 before me, Judith Esther Dellsite
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared Samuel Bachner
Name(s) of Signer(s)

- personally known to me
- 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.

Judith Esther Dellsite
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

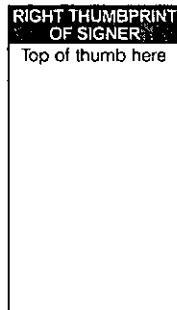
Title or Type of Document: Covenant And Agreement And Declaration of Restrictions To Hold Property As One Parcel
 Document Date: August 2001 Number of Pages: 10

Signer(s) Other Than Named Above: Four

Capacity(ies) Claimed by Signer

- Signer's Name: Samuel Bachner
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: Manager

Signer Is Representing: Magnolia/Merrill LLC



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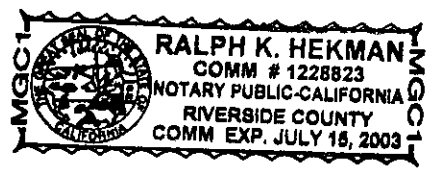
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No 5193

State of CALIFORNIA
County of RIVERSIDE

On 8/27/2001 before me, RALPH K. HEKMAN, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"
personally appeared TOMMY V. THOMAS
NAME(S) OF SIGNER(S)

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.

[Handwritten Signature]
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)
- TITLE(S) _____
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT

TITLE OR TYPE OF DOCUMENT COVENANT & AGREEMENT AND DECLARATION OF RESTRICTIONS TO HOLD PROPERTY AS ONE PARCEL
NUMBER OF PAGES 10 DATE OF DOCUMENT _____
SIGNER(S) OTHER THAN NAMED ABOVE four

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form



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EXHIBIT "A"

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE RIGHT OF WAY OF THE UNION PACIFIC RAILWAY COMPANY, AS NOW ESTABLISHED, WITH THE EASTERLY LINE OF MAGNOLIA AVENUE, AS NOW ESTABLISHED;

THENCE NORTH 89°26'30" EAST (recorded as North 89°14' East), 166 FEET, ON SAID SOUTH LINE TO THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, WITH THE SAID SOUTH LINE OF SAID RAILWAY RIGHT OF WAY;

THENCE SOUTH 0°01'15" EAST (recorded as South 0°07' East), 171.5 FEET, ON SAID WEST LINE OF SAID EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION, TO A POINT WHERE THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF NEW YORK STREET, AS SHOWN ON A MAP FILE IN BOOK 9, PAGE 2 OF RECORD OF SURVEYS, RECORDS OF RIVERSIDE COUNTY CALIFORNIA, INTERSECTS SAID WEST LINE OF SAID EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION;

THENCE SOUTH 89°24' WEST (recorded as South 89°11' West), 53.35 FEET, ON SAID EASTERLY PROLONGATION OF SAID NORTHERLY LINE OF NEW YORK STREET, TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 0°01'15" WEST (recorded as North 0°07' West), 56.3 FEET;

THENCE SOUTH 89°24' WEST (recorded as South 89°11' West), 173.59 FEET, TO A POINT IN THE EASTERLY LINE OF MAGNOLIA AVENUE;

THENCE SOUTH 27°46'30 WEST (recorded as South 27°36' West), 64 FEET ON THE SAID EASTERLY LINE OF MAGNOLIA AVENUE, TO THE POINT OF INTERSECTION OF SAID EASTERLY LINE OF MAGNOLIA AVENUE WITH THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF NEW YORK STREET;

THENCE NORTH 89°24' EAST (recorded as North 89°11' East), 203.35 FEET ON SAID EASTERLY PROLONGATION OF SAID NORTHERLY LINE OF NEW YORK STREET, TO THE POINT OF BEGINNING;

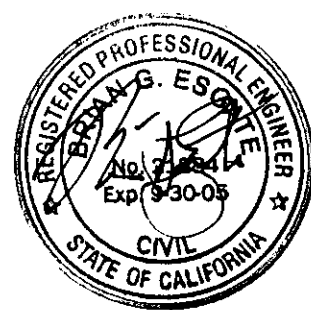
EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF RIVERSIDE IN GRANT OF EASEMENT DOCUMENT RECORDED MAY 1, 2001, PER DOCUMENT NO. 2001-186720 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY.

DESCRIPTION APPROVAL B 120101

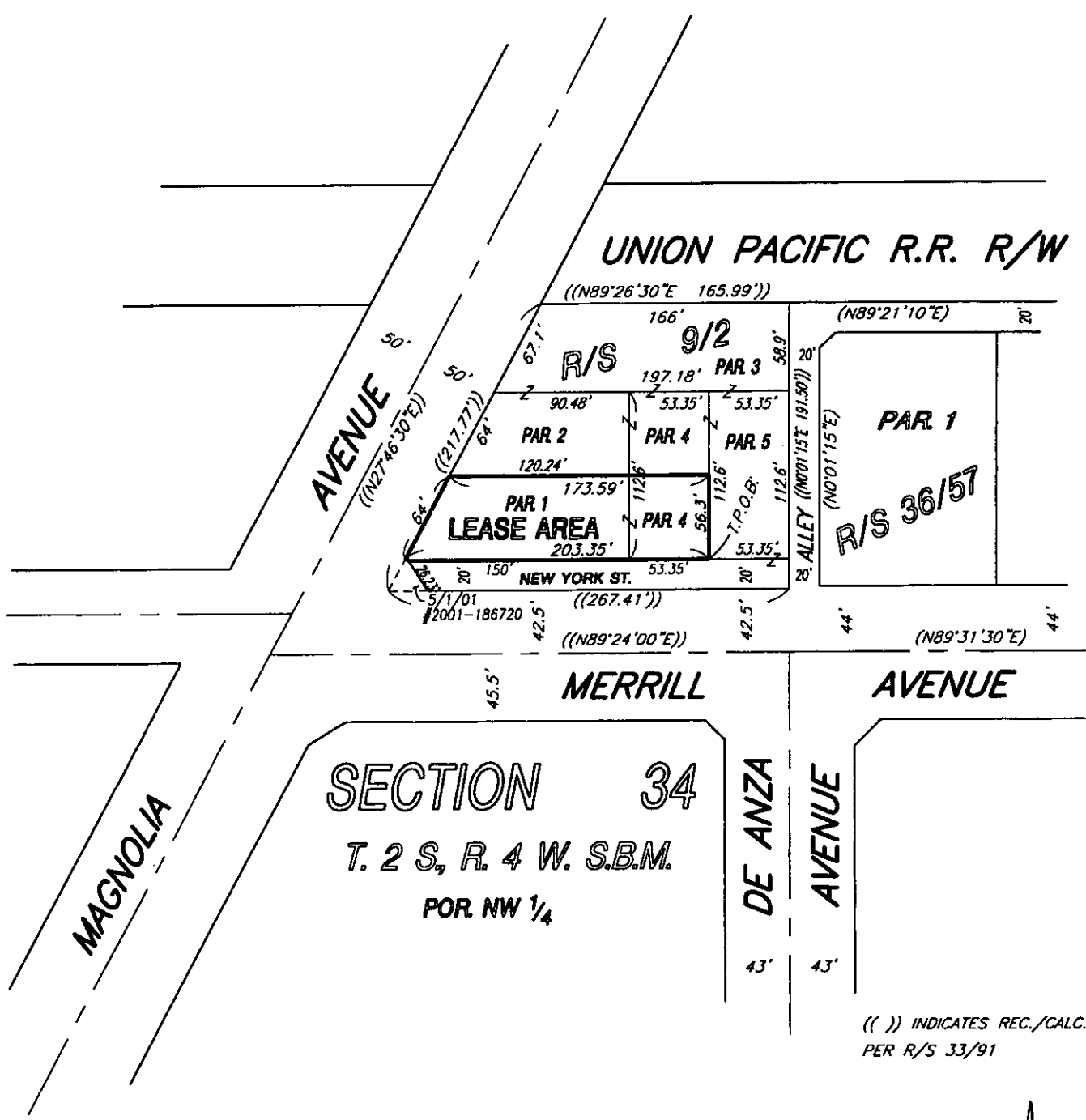
K. Stewart
by _____
SURVEYOR, CITY OF RIVERSIDE



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(()) INDICATES REC./CALC.
PER R/S 33/91



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THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	SHEET 1 OF 1	
STAPLES - MAGNOLIA & MERRILL - LEASE AREA	DRAWN BY: SJS	NOT TO SCALE

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EXHIBIT "B"

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, BEING BOUNDED AS FOLLOWS:

BOUNDED ON THE EAST BY THE WESTERLY LINE OF THAT CERTAIN ALLEY 20 FEET IN WIDTH, AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 36, PAGE 57 OF RECORD OF SURVEYS, RECORDS OF SAID RIVERSIDE COUNTY;

BOUNDED ON THE NORTH BY THE SOUTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY AS SHOWN BY SAID RECORD OF SURVEY;

BOUNDED ON THE WEST BY THE SOUTHEASTERLY LINE OF MAGNOLIA AVENUE AS SHOWN BY SAID RECORD OF SURVEY;

BOUNDED ON THE SOUTH BY THE NORTHERLY LINE OF MERRILL AVENUE AS SHOWN BY SAID RECORD OF SURVEY;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF RIVERSIDE IN GRANT OF EASEMENT DOCUMENT RECORDED MAY 1, 2001, PER DOCUMENT NO. 2001-186720 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY;

ALSO EXCEPTING THEREFROM THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, AS DESCRIBED IN DOCUMENT RECORDED AUGUST 31, 2000, PER DOCUMENT NO. 2000-341355 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY, AND BEING DESCRIBED IN SAID DOCUMENT AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE RIGHT OF WAY OF THE UNION PACIFIC RAILWAY COMPANY, AS NOW ESTABLISHED, WITH THE EASTERLY LINE OF MAGNOLIA AVENUE, AS NOW ESTABLISHED;

THENCE NORTH 89°26'30" EAST (recorded North 89°14' East), 166 FEET, ON SAID SOUTH LINE TO THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, WITH THE SAID SOUTH LINE OF SAID RAILWAY RIGHT OF WAY;

THENCE SOUTH 0°01'15" EAST (recorded as South 0°07' East), 171.5 FEET, ON SAID WEST LINE OF SAID EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION, TO A POINT WHERE THE

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EASTERLY PROLONGATION OF THE NORTHERLY LINE OF NEW YORK STREET, AS SHOWN ON A MAP FILE IN BOOK 9, PAGE 2 OF RECORD OF SURVEYS, RECORDS OF RIVERSIDE COUNTY CALIFORNIA, INTERSECTS SAID WEST LINE OF SAID EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION;

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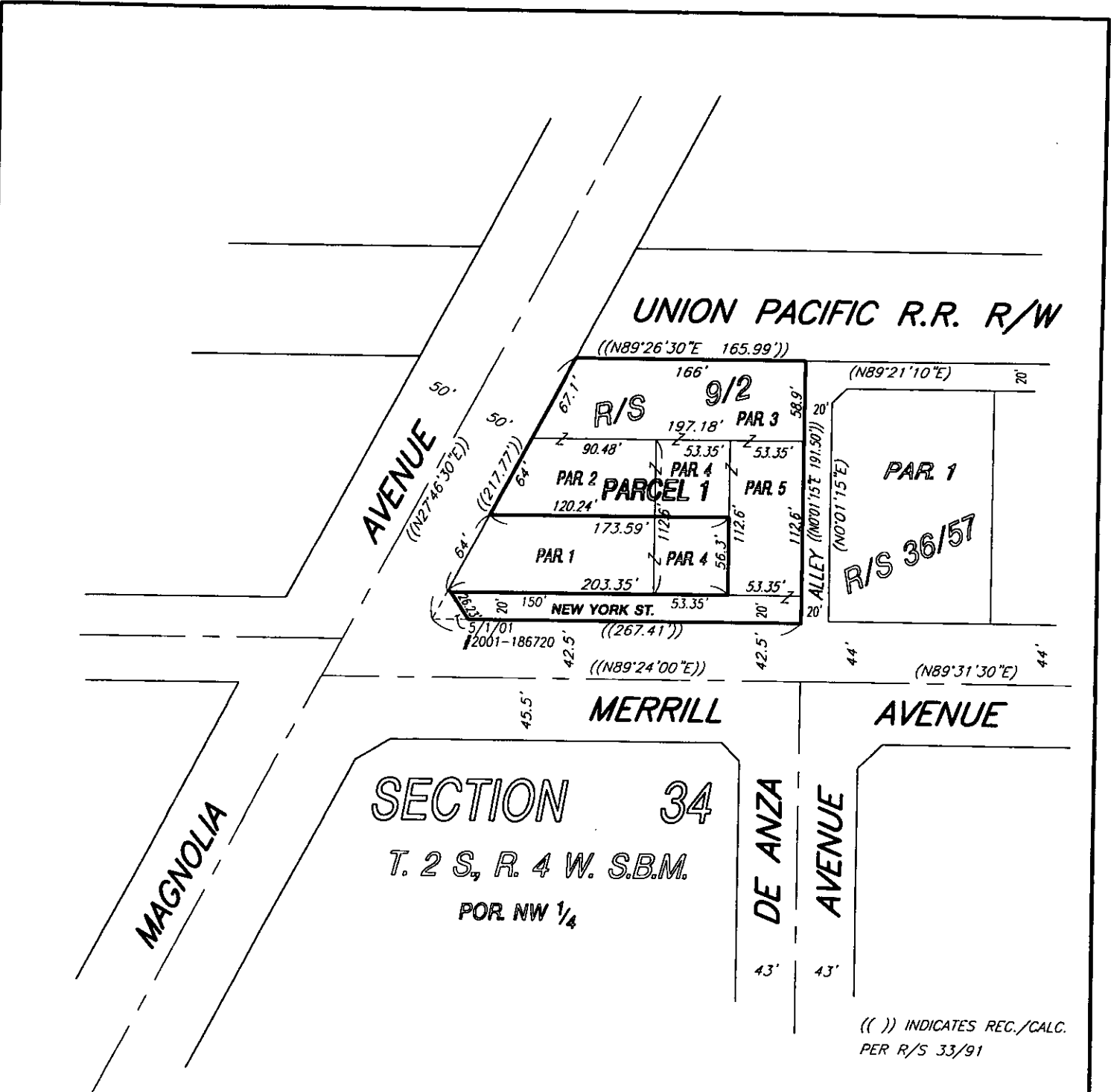
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DESCRIPTION APPROVAL 8/20/01

K. Street
for SURVEYOR, CITY OF RIVERSIDE by —



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(()) INDICATES REC./CALC.
PER R/S 33/91



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THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	SHEET 1 OF 1	53.2
STAPLES - MAGNOLIA & MERRILL - LOT LINE ADJUSTMENT	DRAWN BY: <i>SJS</i>	NOT TO SCALE

CIA 732