



WHEN RECORDED MAIL TO:

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

Project: VR-034-012
LL-008-012 (Revised)
LL-029-012 (Revised)

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FOR RECORDER'S OFFICE USE ONLY



COVENANT AND AGREEMENT ESTABLISHING EASEMENTS
FOR INGRESS, EGRESS AND PARKING

THIS COVENANT AND AGREEMENT is made and entered into this 22 day of August 2002, by Dalip Singh Sethi and Latika Sethi, Trustees of the Dalip and Latika Sethi Family Trust dated September 11, 1995, hereinafter referred to as "Declarants" with reference to the following facts:

A. Declarants are the fee owners of the two parcels of real property, hereinafter referred to as Parcel 1 and Parcel 2, located in the City of Riverside, State of California, which legal descriptions are attached hereto as Exhibit "A" and Exhibit "B", respectively, and incorporated herein by reference.

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

B. The Property consists of approximately 2 acres located on Indiana Avenue between Susan Street and Motor Circle Drive, Riverside, California, adjacent to California State Highway 91. An application has been filed with the City of Riverside in connection with Administrative Lot Consolidation Case No. LL-008-012 (Revised) and LL-029-012 (Revised) to consolidate existing parcels into two (2) lots (Exhibits "A" and "B"). In connection with the lot consolidation, and in anticipation of the development of a vehicle sales facility, a variance was requested under Case No. VR-034-012 to delete the five-foot landscape setback along the freeway frontage.

C. As a condition to the approval by the City of Riverside of Case No. VR-034-012, Declarants are required to submit documentation, prior to final approval, to the Planning and Legal Departments of the City of Riverside to assure mutual access for ingress, egress and parking across all parcels.

D. Declarants intend by this document to comply with the condition imposed by the City of Riverside and to impose upon the Property mutually beneficial restrictions, conditions, covenants

the future owners of all parcels of the Property, and for the same purpose to reserve and grant easements over portions of the Property.

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, 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 VR-034-012, 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 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 equitable servitudes contained herein.

1. Definitions. In addition to the definitions hereinbefore set forth, the following words or phrases when used in the 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 of 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. Declarants, their successors or assigns shall have executed or caused to record 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. Establishment of Access and Parking Easements.

(a) Declarants hereby establish, grant and reserve nonexclusive easements for parking, and 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), for the use and benefit of and as an easement appurtenant to the remaining Parcels (as said Parcels now exist or as hereinafter reconfigured).

(b) The nonexclusive easements herein established shall be and are for ingress, egress, and parking of motor vehicles and the installation, construction, maintenance, removal and replacement and use of driveways, walkways and parking lots.

(c) 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.

(d) 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 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 limitations, of pedestrians and vehicular traffic between the parcels, provided, however, reasonable traffic controls as may be necessary to guide and control the 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, scaffolding, barricades and similar facilities resulting in temporary obstruction of 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 Declarants that this document shall be strictly limited to and for the purposed hearing 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 dictation) is solely by permission, and subject to the control of 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 prescriptive easement and shall occur at such time as to have minimum effect on the parties hereto.

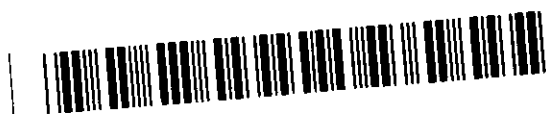
5. Non-Merger. This Covenant and Agreement shall not be subject to the doctrine of merger, even though the underlying fee ownership of the parcel described herein, or any parts thereof, is vested in one party or entity.

6. Effect of Covenant and Agreement. Any person who now or hereafter owns or acquires any right, title or interest in or to 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 Property.


7. Mutuality, Reciprocity, Run with Land. All of the provisions contained herein are made for the direct, mutual and reciprocal benefit of all parcels of the Property and create mutual, equitable servitude upon each parcel as the servient tenement in favor of each other parcel as the dominant tenement and create reciprocal rights obligations among the respective Owners of all 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.


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 the parcels 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, by its Planning Director, and Declarants, 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, Declarants have caused this Covenant and Agreement to be duly executed the day and year first above written.

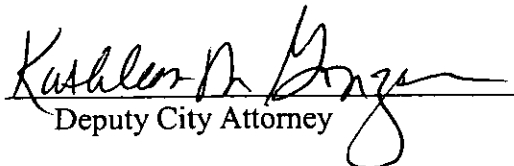
By 
Dalip Singh Sethi, trustee
of the Dalip and Latika Sethi Family
Trust dated September 11, 1995

By 
Latika Sethi, trustee
of the Dalip and Latika Sethi Family
Trust dated September 11, 1995

APPROVED AS TO CONTENT:

By 
Planning Department

APPROVED AS TO FORM:


Deputy City Attorney

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CA 02-1905




STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On Aug 22, 2002, before me, Stephanie Rudd, the undersigned, a notary public in and for said State, personally appeared Dalip Singh Sethi and Lalika Sethi personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.





Notary Public



2002-485714
08/30/2002 08:09A
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CIA 802

STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On Aug 22, 2002, before me, Stephanie Rudd, the undersigned, a notary public in and for said State, personally appeared Latika Setlin personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public





Canty Engineering Group, Inc.
 CIVIL ENGINEERING PLANNING SURVEYING

www.cantyeng.com

July 31, 2002

W.O. 1192-001

EXHIBIT "A"
ADMINISTRATIVE PARCEL MERGER NO. LL-008-012

PARCEL "A"

Parcels 3 and 4 of Record of Survey on file in Book 26 at Page 78 thereof, and Parcels 1 and 2, and the Northeasterly 0.60 feet of Parcel 3 of Record of Survey on file in Book 27 at Page 36 thereof, both being Records of Riverside County California.

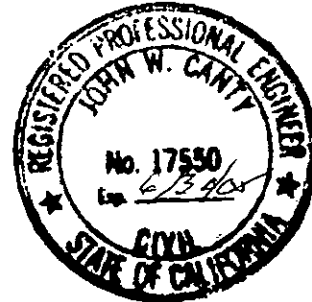
EXCEPTING THEREFROM that portion as conveyed to the City of Riverside by Deed recorded November 6, 1987 as inst. no. 320710, Official Records of Riverside County, California.

The above described parcel of land contains 0.903 acres, more or less.

CANTY ENGINEERING GROUP, INC.
 Prepared under the supervision of:

John W. Canty
 John W. Canty R.C.E. 17550

8/8/02
 Date



DESCRIPTION APPROVAL *8/13/02*
 for *Walter R. Foye* by _____
 SURVEYOR, CITY OF RIVERSIDE

2002-485714
 08/30/2002 08:00A
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IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, CA.

ADMINISTRATIVE PARCEL MERGER No. LL-008-012

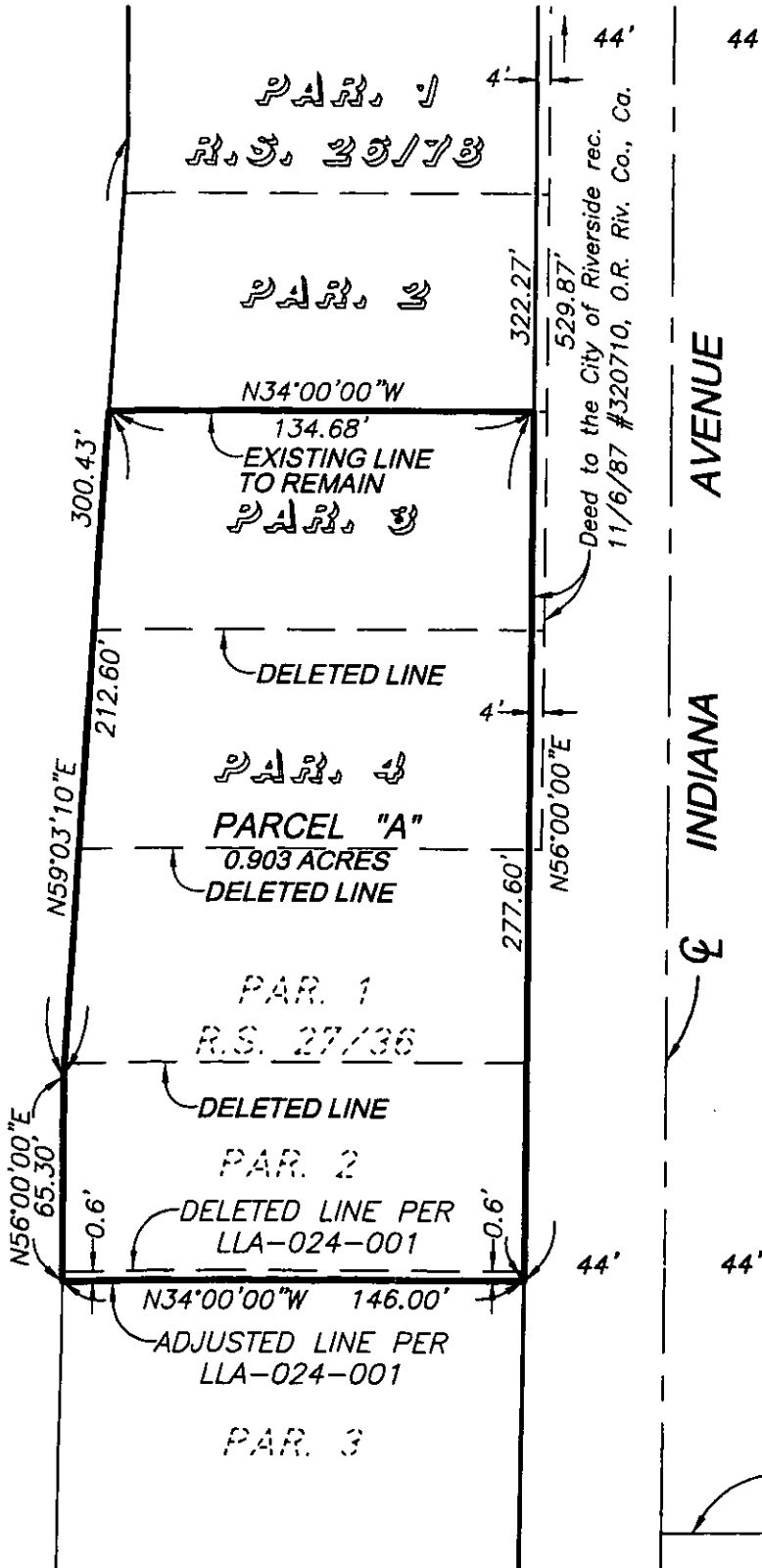
PARCELS 1 AND 2, AND A PORTION OF PARCEL 3 OF R.S. 27/36; AND A PORTION OF
PARCELS 3 AND 4 OF R.S. 26/78, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

JULY 2002

SCALE: 1" = 60'

STATE HIGHWAY 91 (RIVERSIDE FREEWAY)

CAL-TRANS RIGHT OF WAY MAP NO. 426533



2876
M.B. 51/74

TRACT



PREPARED BY:
CANTY ENGINEERING GROUP, INC.
2020 IOWA AVENUE, SUITE 102
RIVERSIDE, CA 92507

OWNER:
Dalip S. & Latika Sethi
1461 Woodvale Lane
Riverside, CA. 92506

A.P.N. 231-154-005 (Portion)
A.P.N. 231-154-006 (Portion)

MOTOR CIRCLE



2002-485714
68/38/2002 68: 68A

W.O. 1192-001

C/A 802



July 31, 2002

W.O. 1192-001

EXHIBIT "B"

ADMINISTRATIVE PARCEL MERGER NO. LL-029-012

PARCEL "A"

Parcels 1 and 2 of Record of Survey on file in Book 26 at Page 78 thereof, Records of Riverside County California.

TOGETHER WITH Lots 17 and 18 of Jones Tract as shown by map on file in Book 24 of Maps at Page 35 thereof, Records of Riverside County California.

ALSO TOGETHER WITH that portion of Lot 19 of Jones Tract No. 2 as shown by map on file in Book 25 of Maps at Page 6 thereof, Records of Riverside County, California, described as follows:

Beginning at the most Southerly corner of said Lot 19;

Thence N.34°00'30"W. along the Southwesterly line of said Lot 19, a distance of 5.45 feet to the Southeasterly line of State Highway 91 as shown on Cal-Trans Right of Way Map No. 426533;

Thence N.55°29'39"E. along said Southeasterly line, a distance of 112.28 feet to the Northeasterly line of said Lot 19;

Thence S.34°00'30"E. along said Northeasterly line, a distance of 6.44 feet to the most Easterly corner thereof;

Thence S.56°00'00"W. along the Southeasterly line of said Lot 19, a distance 112.27 feet to the point of beginning.

EXCEPTING THEREFROM that portion as conveyed to the City of Riverside by Deed recorded November 6, 1987 as inst. no. 320710, and Deed recorded _____ as inst. no. _____, both being Official Records of Riverside County, California.

The above described parcel of land contains 0.760 acres, more or less.

CANTY ENGINEERING GROUP, INC.
Prepared under the supervision of:

John W. Canty R.C.E. 17550

8/8/02
Date



DESCRIPTION APPROVAL 8/13/02
by
SURVEYOR, CITY OF RIVERSIDE

2002-485714
88736/2002 08:09A
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