

WHEN RECORDED MAIL TO

CITY CLERK
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522



Project: P03-1397
4290 Tyler Street
Riverside, CA

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**COVENANT AND AGREEMENT
ESTABLISHING EASEMENT FOR ACCESS AND PARKING**

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THIS COVENANT AND AGREEMENT ESTABLISHING EASEMENT FOR ACCESS AND PARKING is made and entered into this 18th day of JUNE, 2004, by Samuel B. Martinez and Adolfa Tirado, husband and wife as joint tenants ("Declarants") with reference to the following facts:

A. Declarants are the fee owners of Parcel 1 and Parcel 2 ("Property") situated in the City of Riverside, County of Riverside, State of California, and legally described in Exhibit "A", which is attached hereto and incorporated within by reference.

B. Declarants have applied to the City of Riverside ("City") for building permits to allow for a parking lot (Parcel 1) and commercial building (Parcel 2).

C. As a condition of approval and prior to the granting of the building permits, the City is requiring Declarants to execute and record an agreement stating that the two (2) Parcels shall be used as a unified project.

D. Declarants intend by this document to comply with the conditions imposed by the City and to impose upon the Property mutually beneficial restrictions, conditions, covenants and agreements for the benefit of Parcel 2, and the future owners of Parcel 2, and for the same purpose to reserve and grant easements over portions of the Property.

NOW, THEREFORE, for the purposes of complying with the conditions imposed by the City of Riverside for the approval of Planning Case P03-1397, 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 for the approval of P03-1397, 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 be incorporated 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, and equitable servitude contained herein.

1. Establishment of Access and Parking Easement.

(a) Declarants hereby establishes, grants and reserves 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) The Property shall continually operate as a single unified development.

(e) 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

2. Barriers: No walls, fences, or barriers of any kind shall be constructed or maintained on Parcels 1 and 2, or any portion thereof, by any person which shall prevent or impair the use or exercise of any of the easements granted herein.

3. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property 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 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 Declarants, who may periodically restrict ingress and egress from the Property 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 Parcel 1.

4. 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.

5. 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 the easements described in Section 1 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.

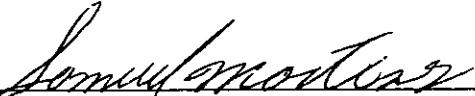
6. Mutuality, Reciprocity, Run with Land. All of the provisions contained herein are made for the direct, mutual and reciprocal benefit of all Parcels of the Property and create mutual, equitable servitudes upon each Parcel as the servient tenement in favor of each other Parcel as the dominant tenement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

7. 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.

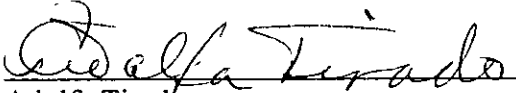
8. Termination and Modification. Subject to the prior written approval of the City, by its Planning Director, any provision contained herein, may be terminated, modified or amended as to all of the Property or any portion thereof. No such termination, modification or amendment shall be effective until 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 executed as of the day and year first written above.

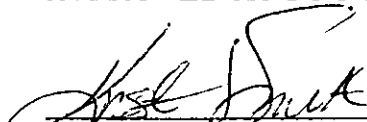


Samuel B. Martinez



Adolfa Tirado

APPROVED AS TO FORM:



Deputy City Attorney

APPROVED AS TO CONTENT:



Planning Department

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CA 04-1005/05/26/04/clg



LEGAL DESCRIPTION

Real property in the City of Riverside, County of Riverside, State of California, described as follows:

Parcel 2:

That portion of Block 7 in Tract No. 3 of La Sierra Heights, as shown by maps on file in book 8, page 27 of Maps, Records of Riverside County, California, described as follows:

Commencing at the intersection of the center line of Hole Avenue and Tyler Avenue (Lots "H" and "I") as shown on said map;

Thence North 34 deg. 21' west, along the center line of Tyler Avenue, 1433.25 feet (recorded as North 34 deg. 20' 30" west, 1432.8 feet);

Thence South 57 deg. 55' 30" west (recorded as South 57 deg. 55' west) 40.03 feet to the most easterly corner of that certain parcel of land conveyed to A. E. Hartach by deed recorded in book 633, page 17 of Deeds, Records of Riverside County, California, said point being on the southeasterly line of Tyler Avenue; thence North 34 deg. 21' west, along said southwesterly line of Tyler Avenue, 197.83 feet for the true point of beginning;

Thence South 57 deg. 55' 30" west (recorded as South 57 deg. 55' west) parallel with the southeasterly line of the parcel of land so conveyed to A. E. Harback, 125 feet;

Thence North 34 deg. 21' west, parallel with the southwesterly line of Tyler Avenue, 240 feet;

Thence North 57 deg. 55' 30" east, parallel with said southeasterly line of the parcel of land so conveyed to A. E. Harbach 125 feet, to a point on said southwesterly line of Tyler Avenue;

Thence South 34 deg. 21' east, on said southwesterly line, 240 feet to the true point of beginning;

Excepting therefrom the northeasterly 15.00 feet as convey to the City of Riverside, a Municipal Corporation in deed recorded May 16, 1988 as instrument no. 130084 of Official Records of Riverside County, California.

Parcel 1:

That portion of Block 7 in Tract No. 3 of La Sierra Heights, as shown by map on file in book 8, page 27 of Maps, Records of Riverside County, California, described as follows:

Beginning at the intersection of the southeasterly line of lot "G" and the northeasterly line of said block 7;

Thence South 34 deg. 20' 30" east, along the northeasterly line of said block 7, a distance of 83.68 feet;

Thence South 57 deg. 55' west, a distance of 125 feet;

Thence North 34 deg. 20' 30" west, a distance of 93.70 feet to the northwesterly line of said block 7;

Thence northeasterly along the northwesterly line of said block 7, on a curve concave to the southeast, having a radius of 5377.32 feet, through an angle of 00 deg. 40' 04" a distance of 62.27 feet. (The initial radial line bears North 28 deg. 01' 04" west);

Thence north 62 deg. 39' east, a distance of 63.12 feet, to the point of beginning;

Excepting therefrom that portion deeded to the City of Riverside by grant deed recorded April 12, 1974 as instrument no. 43045 of Official Records of Riverside County, California.

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DESCRIPTION APPROVED

[Signature]
CLERK CITY OF RIVERSIDE

5.28.04

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STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On June 18, 2004, 2004, before me, Micah J. Espinosa, the undersigned, a notary public in and for said State, personally appeared SAMUEL B. MARTINEZ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity, and that by his/~~her/their~~ signature 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.



Micah J. Espinosa
Notary Public



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GENERAL ACKNOWLEDGMENT

State of California

County of Riverside

On June 18, 2004 before me, Micah J Espinosa, personally appeared Adolfa Trado

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.

Signature Micah J Espinosa (SEAL)



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