

WHEN RECORDED MAIL TO:

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

APN No.: Portions of 234-101-055
and 234-101-049

ADDRESS: 9696 Magnolia Avenue

DOC # 2008-0224357

05/01/2008 08:00A Fee:NC

Page 1 of 10

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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COVENANT, AGREEMENT AND GRANT OF EASEMENT
FOR INGRESS, EGRESS, AND PARKING



THIS COVENANT, AGREEMENT AND GRANT OF EASEMENT is made and entered into this 18 day of March, 2008, by Jagged Edge Corporation, a California corporation, hereinafter referred to as "Declarant", with reference to the following facts:

A. Declarant is the fee owner of a parcel of real property, hereinafter referred to as Parcel 1, located in the City of Riverside, State of California, described as Assessor's Parcel Number 234-101-055.

B. The Redevelopment Agency of the City of Riverside, a California public entity, hereinafter referred to as "Agency" is the fee owner of adjacent parcels of real property, hereinafter referred to as Parcel 2, located in the City of Riverside, State of California, described as Assessor's Parcel Numbers 234-101-049, 234-101-028 and 234-101-050. Parcels 1 and 2 are hereinafter collectively referred to as the "Parcels".

C. Declarant and Agency have agreed that Agency will convey a portion of Parcel 2 to Declarant, while reserving therefrom a non-exclusive easement for ingress, egress and parking for the mutual use and benefit of, and as an easement appurtenant to, the Parcels; and that Declarant will establish a non-exclusive easement over a portion of Parcel 1 for ingress, egress and parking for the mutual use and benefit of, and as an easement appurtenant to, the Parcels ("Agreement"). The property subject to the easement reserved by Agency and the easement established herein by Declarant shall collectively be referred to as the "Property," and is specifically described in Exhibit A, attached hereto and incorporated herein by reference.

C/A 1042

D. Declarant intends by this document to comply with its Agreement with the Agency and to impose upon the Property mutually beneficial restrictions, conditions, covenants and agreements for the benefit of the Parcels, and for the same purpose to reserve and grant easements over the Property.

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 for the purpose of enhancing and protecting the use, value and attractiveness of the Parcels in accordance with the Agreement and shall be binding and inure to the benefit of each successor and assignee in interest of Declarant. Any conveyance, transfer, sale, assignment, lease or sublease made by Declarant of any portion of the Property shall be and hereby is deemed to incorporate by reference all the provisions of this Covenant, Agreement and Grant including, but not limited to, all the covenants, conditions, restrictions, limitations, grants of easement, rights, rights-of-way equitable servitudes contained herein.

1. Establishment of Ingress, Egress, and Parking Easement.

(a) Declarant hereby establishes, grants and reserves non-exclusive easements for parking, and vehicular and pedestrian ingress and egress, over, along, under and across the Property, for the use and benefit of and as an easement appurtenant to the Parcels, as said Parcels now exist and as shown and depicted on Exhibit A, or as may hereafter be reconfigured.

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

2. Barriers.

No walls, fences, or barriers of any kind shall be constructed or maintained on the Property, or any portion thereof, by any 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 Property which may occur as a result of the use of ladders, scaffolding, barricades and similar facilities resulting in temporary obstruction of the Property, all of which are permitted hereunder so long as their use is kept within reasonable requirements of construction or maintenance work being expeditiously pursued.



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 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 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 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 the parties hereto.

4. Non-Merger.

This Covenant and Agreement shall not be subject to the doctrine of merger, even though the underlying fee ownership of the Parcels 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 portion 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 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 the Parcels 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 Parcels 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.



7. Enforcement.

The terms of this Covenant and Agreement may be enforced by the Agency, its successors or assigns, and by any owner, lessee or tenant of the Parcels or the Property. Should the Agency 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 Agency, by its Executive Director, and Declarant, 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 Agency.

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

APPROVED AS TO CONTENT:

JAGGED EDGE CORPORATION

REDEVELOPMENT AGENCY OF THE
CITY OF RIVERSIDE

By: [Signature]
Executive Director
Michael J. Beck

By: Mohammad Mehdi Tehranchi

Name: Mohammad M. Tehranchi
Its: President

Attest: [Signature]
Agency Secretary
Colleen J. Nicol

By: [Signature]

Name: SHAHIN TEHRANCHI
Its: VICE PRES/Secy

APPROVED AS TO FORM:

By: [Signature]
General Counsel



ACKNOWLEDGMENT

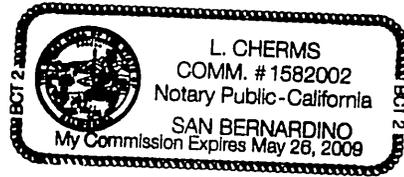
State of California
County of San Bernardino

On March 18 2008, before me, L. Chermis, a notary public, personally appeared Muhammad M. Tehrani, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

L. Chermis (SEAL)
Signature



ACKNOWLEDGMENT

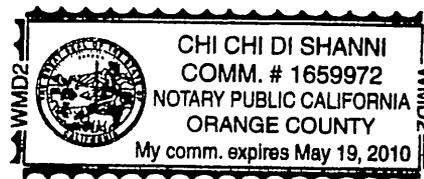
State of California
County of Orange

On March 31, 2008, before me, Chi Chi DiShanni, Notary Public, a notary public, personally appeared Shahin Tehranchi, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Chi Chi DiShanni (SEAL)
Signature



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside }

On 4/17/2008 before me, Hannah Dustin, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michael J. Beck and Colleen J. Nicol
Name(s) of Signer(s)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Hannah Dustin
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, Agreement and Grant of Easement for Ingress, Egress &

Document Date: March 18, 2008 Number of Pages: 10 including this page *including*

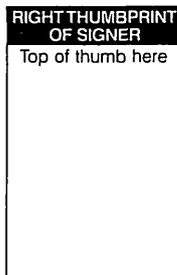
Signer(s) Other Than Named Above: Mohammad M. Tehrani, Shahz Tehrani

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

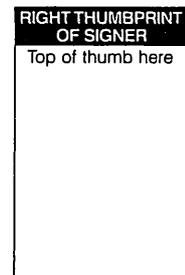


EXHIBIT A

APN: 234-101-055 & Portion -049

That portion of Lot 4 in Block 26 of the Village of Arlington as shown by map on file in Book 1 of Maps at Page 62 thereof, Records of San Bernardino County, California, lying within a strip of land 27.00 feet in width, the centerline being described as follows:

Commencing at the Northwesterly corner of said Lot 4;

Thence Northeasterly along the Southeasterly line of Magnolia Avenue as shown on said Village of Arlington, a distance of 75.00 feet to a line parallel with the Northeasterly line of Myers Street, also as shown on said Village of Arlington, said line being the Point of Beginning of said centerline description;

Thence Southeasterly along said parallel line, a distance of 150.00 feet to the Northwesterly line of that certain strip of land 20.00 feet in width conveyed to the City of Riverside by Deed recorded November 10, 1945 in Book 714, Page 100 et Seq. of Official Records of Riverside County, California, being the Termination of said centerline description.

The sidelines of said strip of land 27.00 feet in width shall be prolonged or shortened to terminate in the Southeasterly line of said Magnolia Avenue and the Northwesterly line of said strip of land conveyed to the City of Riverside.

The above described parcel of land contains 4,050.00 square feet, more or less.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

 2/8/08 Prep. _____
Date

Mark S. Brown, L.S. 5655
License Expires 9/30/09





LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

The Redevelopment Agency of the City of Riverside, Calif.
Established 1967

Date:

5-1-08

Signature:

Micki J Lewis

Print Name:

MICKI J. LEWIS

