

WHEN RECORDED MAIL TO:

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

Project: Regional Properties Inc.
9th Street and Lime Street
Riverside, CA
APN: 213-312-007

**This document was electronically submitted
to the County of Riverside for recording**
Received by: AGONZALEZ

FOR RECORDER'S OFFICE USE ONLY

COVENANT AND AGREEMENT AND GRANT OF EASEMENT
FOR VEHICULAR ACCESS

THIS COVENANT AND AGREEMENT AND GRANT OF EASEMENT FOR
VEHICULAR ACCESS ("Covenant") is made and entered into this 26th day of
April, 2012, by REGIONAL PROPERTIES, INC., a California corporation
("Declarant"), with reference to the following facts:

A. Declarant is the fee owner of the real property known located at the corner of
University Avenue and Lime Street situated in the City of Riverside, County of Riverside, State
of California, Assessor's Parcel No. 213-312-007 and legally described in Exhibit "A" attached
hereto and incorporated herein by reference ("Property").

B. In connection with the vacation of 9th Street to accommodate the relocation of the
west bound on-ramp to the State Route Highway 91, a condition was imposed on Declarant to
provide access to that particular parking lot described and depicted in Exhibit "B" attached
hereto and incorporated herein by reference ("Parking Lot"),

C. Declarant intends by this document to comply with the condition imposed by the
City and to impose upon the Property restrictions, conditions, covenants and agreements.

NOW, THEREFORE, for the purposes of complying with the conditions imposed by the
City for the approval of Planning Cases P10-0001, 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 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, 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 P10-
0001, 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
Declarant of the Property shall be and hereby is deemed to incorporated by reference all the
provisions of this Covenant including, but not limited to, all the covenants, conditions,

C/A 1165

restrictions, limitations, grants of easement, rights, rights-of-way, and equitable servitude contained herein.

1. Establishment of Access Easement. Declarant hereby covenants, establishes, grants, and conveys access to the Parking Lot over and across the Property as may be so designated by Declarant. The Easement granted shall not interfere with Declarants use of the Property and shall be in a location chosen by Declarant.

2. 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 purpose herein expressed. The right of the public or any person to make use whatsoever of the Property, or any portion thereof, is solely by permission and subject to the control of the Declarant 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 the Parking Lot.

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

4. Effect of Covenant. Any person who now or hereafter owns or acquires any right, title or interest in or to the Property shall be deemed (a) to have consented and agreed to every covenant, condition, restriction and easement contained herein; and (b) to have granted and be subject to the easement described in Paragraph 1 hereof, whether or not any reference to this Covenant is contained in the instrument by which such person acquired an interest in the Property.

5. Enforcement. The terms of this Covenant may be enforced by the City, its successors or assigns, and by any owner, lessee or tenant of the Parking Lot. Should the City or any owner, lessee or tenant bring an action to enforce any of the terms of this Covenant, the prevailing party shall be entitled to costs of suit including reasonable attorneys' fees.

6. Termination and Modification. Subject to the prior written approval of the City, by its Public Works 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, Declarant has caused this Covenant to be executed as of the day and year first written above.

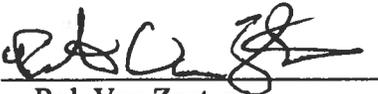
REGIONAL PROPERTIES INC.

By: 
Mark Rubin
President

APPROVED AS TO FORM

By: 
Kristi J. Smith
Supervising Deputy City Attorney

APPROVED AS TO CONTENT:

By: 
Rob Van Zanten
Public Works

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ACKNOWLEDGMENT

State of California
County of Riverside

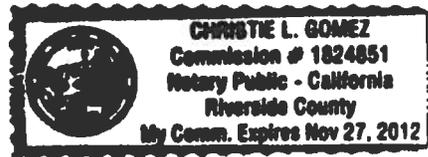
On 4/26/12, before me, Christie L. Gomez, a

notary public, personally appeared Mark Rubin, 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.

Christie L. Gomez (SEAL)
Signature



PENALTY OF PERJURY FOR NOTARY SEAL

(GOVERNMENT CODE 27361.7)

5

I certify under penalty of perjury that the Notary Seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY: CHRISTIE L. Gomez

COMMISSION NUMBER (if applicable): # 1824851

COUNTY WHERE BOND IS FILED (if applicable):

STATE WHERE BOND IS FILED:

DATE COMMISSION EXPIRES: Nov. 27, 2012

PLACE OF EXECUTION: Riverside, California

VENDER: WNAI

DATE: 4/26/2012

SIGNATURE: Christie L. Gomez

PRINT NAME

Exhibit "A"

Legal Description

C/A 1165

EXHIBIT "A"

A.P.N. 213-312-007
Covenant & Agreement for VC P10-0001

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

PARCEL 1

That portion of Block 8, Range 3 and Block 9, Range 3 and 9th Street (vacated) all of the Town of Riverside, as shown by map on file in Book 7, Page 17 of Maps, records of San Bernardino, County, California, described as follows:

COMMENCING at the most westerly corner of said Block 8, Range 3;

THENCE along the southwesterly line of said Block 8, Range 3, South 60°13'35" East, a distance of 18.00 feet to a line that is parallel with and distant 18.00 feet southeasterly, as measured at right angles, from the northwesterly line of said Block 8, Range 3 and being the POINT OF BEGINNING of the parcel of land being described;

THENCE along said parallel line, North 29°43'43" East, a distance of 305.33 feet;

THENCE North 73°01'08" East, a distance of 35.03 feet to a point in the northeasterly line of said Block 8, Range 3, distant 42.02 southeasterly feet from the most northerly corner of said Block 8, Range 3;

THENCE along said northeasterly line, also being in the southwesterly line of University Avenue, South 60°13'20" East, a distance of 87.98 feet to the most easterly corner of that certain parcel of land described in Judgment and Final Order of Condemnation by document recorded June 26, 2008, as Document No. 2008-0348871 of Official Records of Riverside County, California;

THENCE along the southeasterly line of said parcel of land described in document recorded June 26, 2008, South 29°43'43" West, a distance of 198.44 feet to the beginning of a non-tangent curve concaving southeasterly, having a radius of 2101.50 feet and to which the radius bears South 52°46'33" East; the beginning of said curve also being distant 7.40 feet northeasterly in said southeasterly line from the most southerly corner of said parcel of land described in document recorded June 26, 2008;

C/A 1165

THENCE southwesterly to the left along said last mentioned curve, through a central angle of 5°38'53" an arc length of 207.16 feet to a line that is parallel with and distant 41.00 feet southwesterly, as measured at right angles, from the centerline of 9th Street as shown on said map; said parallel line also being in the southwesterly line of that portion of 9th Street and that portion of Block 9, Range 3 of said map, relinquished by the State of California by Resolution of the California Highway Commission per document recorded July 28, 1958, in Book 2308, Page 454 of Official Records of said Riverside County;

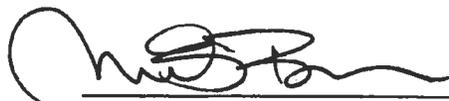
THENCE North 60°13'35" West, along said last mentioned parallel line, a distance of 86.14 feet to a line that is parallel with and distant 60.00 feet southeasterly, as measured at right angles, from the centerline of Lime Street, as shown on map of Parcel Map 11829, filed in Book 48, Page 8 of Parcel Maps, records of said Riverside County;

THENCE North 29°43'43" East, along said last mentioned parallel line, a distance of 74.00 feet to said southwesterly line of said Block 8, Range 3;

THENCE North 60°13'35" West, along said southwesterly line, a distance of 9.00 feet to the POINT OF BEGINNING.

Area – 42,277 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.

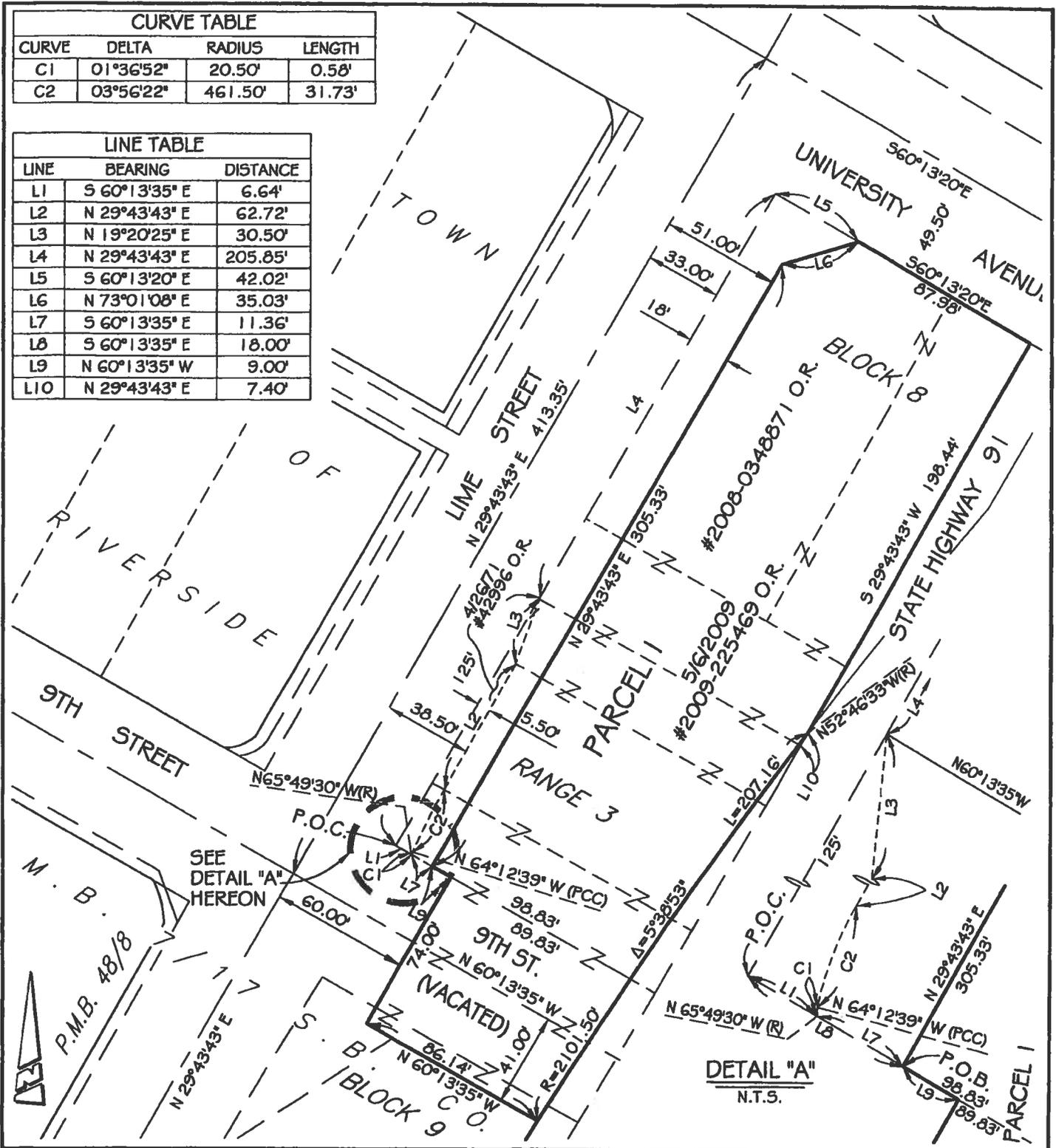

Mark S. Brown, L.S. 5655 12/23/2011 Prep. Kgs
Date



C/A 1165

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	01°36'52"	20.50'	0.58'
C2	03°56'22"	461.50'	31.73'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 60°13'35" E	6.64'
L2	N 29°43'43" E	62.72'
L3	N 19°20'25" E	30.50'
L4	N 29°43'43" E	205.85'
L5	S 60°13'20" E	42.02'
L6	N 73°01'08" E	35.03'
L7	S 60°13'35" E	11.36'
L8	S 60°13'35" E	18.00'
L9	N 60°13'35" W	9.00'
L10	N 29°43'43" E	7.40'



● CITY OF RIVERSIDE, CALIFORNIA ●

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

SCALE: 1"=60' DRAWN BY: KEN DATE: 12/20/11 SUBJECT: PARCEL MERGER P11-0263

C/A 1165

Exhibit "B"

Parking Lot

C/A 1165

EXHIBIT "B"

*POR. A.P.N. 215-120-006
C&A for Access Rights*

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

Any portion of Block 9, Range 3 of the Town of Riverside, as shown by map on file in Book 7, Page 17 of Maps, records of San Bernardino, County, California, lying southwesterly of the southwesterly line of that portion of 9th Street and that portion of Block 9, Range 3 of said map, relinquished by the State of California by Resolution of the California Highway Commission per document recorded July 28, 1958, in Book 2308, Page 454 of Official Records of said Riverside County;

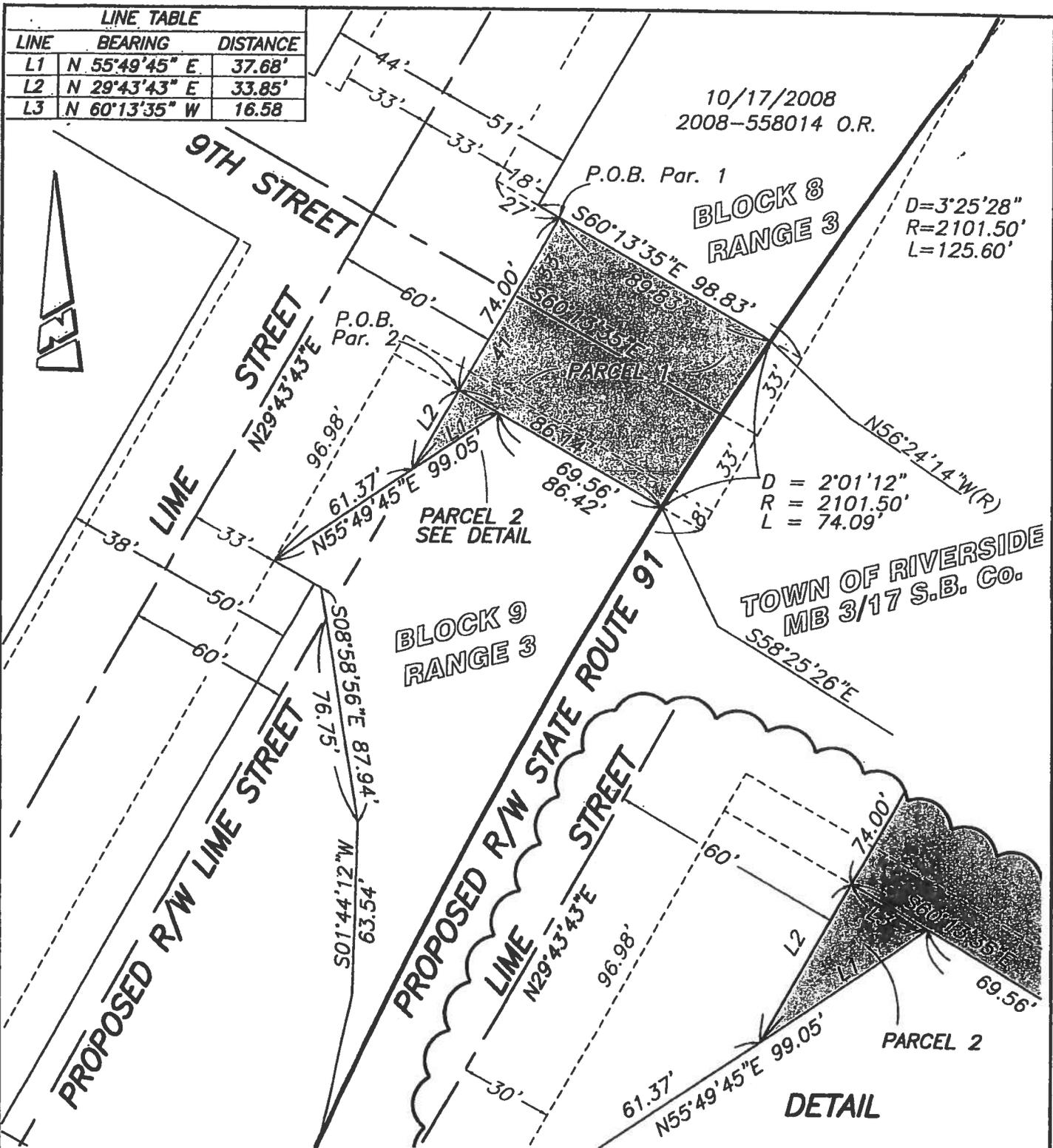
EXCEPTING THEREFROM any portion contained in State Highway Route 91.

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


Mark S. Brown, L.S. 5655 12/23/2011 Prep. *Kgs*
Date



C/A 1165



● CITY OF RIVERSIDE, CALIFORNIA ●

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SHEET 1 OF 1

SCALE: 1"=60'

DRAWN BY: MARK DATE:12/30/09

SUBJECT: NINTH STREET VACATION

C/A 1165