

RECORDING REQUEST :

82152

WHEN RECORDED MAIL TO:

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

Project: Building Permit for 5570 Tyler Street
Riverside, California
Zoning Case C-5-767 (Revised)

RECEIVED FOR RECORD
Min. Past 3 o'clock P.M.

MAR 12 1991

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$ 19

COVENANT AND AGREEMENT
FOR MUTUAL ACCESS AND PARKING

THIS COVENANT AND AGREEMENT is made and entered into this 12th day of March, 1991, by ST. IGNATIUS OF ANTIOCH ANGLICAN CATHOLIC CHURCH, a nonprofit religious corporation, hereinafter referred to as "Declarant", with reference to the following facts:

A. Declarant is the fee owner of the following described two parcels of real property, hereinafter collectively referred to as the "Property", located in the City of Riverside, County of Riverside, State of California, described as follows:

Parcel 1

That portion of Lot 8 in Block 6 of La Granada, as shown by map on file in Book 12, Pages 42 to 51, inclusive, of Maps, records of Riverside County, California, described as follows:

Beginning at a point on the southeasterly line, distant northeasterly thereon 141.39 feet from the southwesterly corner thereof;

Thence northeasterly along said last mentioned southeasterly line to the most easterly corner;

Thence northwesterly along the northeasterly line, a distance of 100.00 feet;

Thence southwesterly and parallel with the southeasterly line, to a line that is parallel with the southwesterly line and passes through the point of beginning;

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Thence southeasterly along said last mentioned parallel line to the point of beginning;

EXCEPTING THEREFROM that certain parcel of land conveyed to the City of Riverside by Grant Deed recorded March 11, 1991, as Instrument No. 80515 of Official Records of said Riverside County.

Parcel 2

That portion of Lot 8 in Block 6 of La Granada, as shown by map on file in Book 12, Pages 42 to 51, inclusive, of Maps, records of Riverside County, California, described as follows:

Beginning at a point on the northeasterly line, a distant northwesterly thereon, 100.00 feet from the most easterly corner thereof;

Thence southwesterly and parallel with the southeasterly line, to a line that is parallel with the southwesterly line distant northeasterly (as measured along the southeasterly line) 141.39 feet from the southwest corner thereof;

Thence northwesterly along said last mentioned parallel line to the northerly line;

Thence easterly, along the northerly line, to the northeast corner thereof;

Thence southeasterly along the northeasterly line to the point of beginning;

EXCEPTING THEREFROM that certain parcel of land conveyed to the City of Riverside by Grant Deed recorded March 11, 1991, as Instrument No. 80515 of Official Records of said Riverside County.

Said parcels are hereinafter referred to as "Parcel 1" and "Parcel 2", respectively.

B. Parcel 1 and Parcel 2 are adjoining parcels located on Tyler Street. Parcel 1 is developed with a church pursuant to a Conditional Use Permit issued by the City of Riverside in Zoning Case C-5-767. Declarant desires to install, use and maintain a modular building on Parcel 2 to be used as a classroom pursuant to a revised Conditional Use Permit in Zoning Case C-5-767.

C. As part of the development process of the Property to include the modular classroom building, certain improvement plans were submitted to the City of

DESCRIPTION APPROVAL 3 12/21/91
Walter J. Fox
 SURVEYOR, CITY OF RIVERSIDE
by [Signature]

Riverside. As a condition of approval of the plans by the City of Riverside, Declarant is required to provide a mutual access and parking agreement or consolidate both parcels under a parcel map waiver. As a condition of approval of the mutual access and parking agreement, such agreement must provide no less than 20 parking spaces will be available on Parcel 2 for the use and benefit of Parcel 1.

D. Declarant intends by this document to comply with the conditions imposed by the City of Riverside for the issuance of a building permit for the modular building and to impose upon the Property mutually beneficial restrictions under a general plan of the improvement for the benefit of both parcels and the owners thereof.

NOW, THEREFORE, Declarant hereby declares that the above-described Property will be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and imposed 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 every part thereof, in accordance with the plan for the improvement of the Property, and to comply with conditions imposed by the City of Riverside for the development of the Property. All of the limitations, covenants, conditions, restrictions and easements shall constitute covenants which shall run with the land and shall be binding upon Declarant and its successors and assigns and all parties having or acquiring any right, title or interest in or to any part of the Property. Any conveyance, transfer, sale, assignment, lease or sublease made by Declarant of a parcel of the Property shall be and hereby is deemed to incorporate by reference all of the provisions of this Covenant and Agreement, including, but not limited to, all the covenants, conditions, restrictions, limitations, equitable servitudes and easements contained herein.

1. A nonexclusive easement for vehicular and pedestrian ingress and egress and vehicular parking is hereby established over, along and across Parcel 1, excluding those portions developed or which will be developed in the future with buildings or other structures constructed, erected and installed pursuant to building permits issued by the City of Riverside, for the use and benefit of and as an easement appurtenant to Parcel 2. The building areas excluded from the easement areas shall also include any landscaped areas or other open space or recreational areas as may be delineated in the improvement plans approved by the City of Riverside.

2. A nonexclusive easement for vehicular and pedestrian ingress and egress and vehicular parking is hereby established

over, along and across Parcel 2, excluding those portions developed or which will be developed in the future with buildings or other structures constructed, erected or installed pursuant to building permits issued by the City of Riverside, for the use and benefit of and as an easement appurtenant to Parcel 1. The building areas excluded from the easement areas shall also include any landscaped areas or other open space or recreational areas as may be delineated on the improvement plans approved by the City of Riverside.

3. Parcel 1 does not have on site a sufficient number of parking spaces to meet the requirements of the existing zoning regulations of the City of Riverside; and Declarant needs to provide an additional twenty (20) parking spaces within three hundred (300) feet of Parcel 1 to meet the City of Riverside's parking requirements for the use of Parcel 1. Parcel 2 now has sufficient on-site parking spaces in excess to the number required to meet the minimum requirements of the zoning regulations of the City of Riverside for its use; and Declarant desires to provide the additional 20 parking spaces on said Parcel 2. Therefore, Parcel 2 shall not change its uses or the buildings thereon so as to reduce the number of excess parking spaces to 20 or fewer. Parcel 2 shall continue to maintain at least 20 parking spaces for the use and benefit of Parcel 1.

4. Nothing herein contained in paragraphs 1 through 3 above shall limit the ability of the Declarant to establish driveways, walkways, gutters and parking spaces on the easement areas. Each easement areas described above shall be maintained by the owner of the burdened parcel in accordance with the standards of the City of Riverside for parking lots and driveways and in a good, usable and safe condition at all times.

5. In the event either Parcel 1 or Parcel 2 is conveyed, sold or leased or the ownership is otherwise changed, Declarant shall grant and reserve, as appropriate, the easements above established to maintain appropriate traffic circulation to the public street for both parcels and to allow Parcel 1 the use and benefit of not less than 20 parking spaces located on Parcel 2.

6. No walls, fences or barriers of any kind shall be constructed or maintained on the easement areas, or any portion of the easement areas by Declarant or by any owner or tenant of either parcel which shall prevent or impair the use or exercise of any of the easements granted herein, or the free access and movement, including without limitation, of pedestrians and vehicular traffic between the parcels of the Property; provided, however, reasonable traffic controls as may be necessary to guide and control the orderly flow of traffic may be installed so long as access driveways to the parking areas on the Property are not closed or blocked. The only exception to this provision shall be for incidental encroachments upon the easement areas

which may occur as a result of the use of ladders, scaffoldings, barricades and similar facilities resulting in temporary obstruction of the easement areas, all of which are permitted hereunder so long as their use is kept within reasonable requirements of construction or maintenance work being expeditiously pursued.

7. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the easement areas 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 easement areas (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is solely by permission and subject to the control of Declarant or any owner of a parcel of the Property if other than Declarant. Notwithstanding any other provisions herein to the contrary, Declarant or its successors and assigns may periodically restrict ingress or egress from the easement areas 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 a prescriptive easement and shall occur at such time as to have a minimum effect on the use of the easement areas for the purposes herein stated.

8. This Covenant and Agreement shall not be subject to the doctrine of merger, even though the underlying fee ownership of the parcels of the Property described herein, or any parts thereof, is vested in party or entity.

9. 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 or be subject to each of the applicable easements described in Paragraph 1 and 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 the Property.

10. All of the provisions contained herein are made for the direct, mutual and reciprocal benefit of each parcel of the Property and create mutual, equitable servitudes upon each parcel as the servient tenement in favor of the other parcel as the dominant tenement and create reciprocal rights and obligations among the respective owners of both of the parcels, and privity of contract and estate among all grantees of the parcels of the Property, 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 the owners thereof, their successors and assigns in interest, and shall apply to and bind each successive owner of a parcel, their successors and assigns in interest. X

11. The terms of this Covenant and Agreement may be enforced by the City of Riverside. Should the City of Riverside bring an action to enforce any of the terms of this Covenant and Agreement, the prevailing party shall be entitled to court costs, including reasonable attorneys' fees.

12. Subject to the prior written approval of the City of Riverside, this Covenant and Agreement, and 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 of 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 of Riverside. The consent of the City of Riverside shall not be withheld in the event the uses of the Property are changed and the easements established herein are no longer required for each parcel of the Property.

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

ST. IGNATIUS OF ANTIOCH ANGLICAN
CATHOLIC CHURCH, a nonprofit
religious corporation

*St Ignatius of Antioch Anglican
Catholic Church*

BY Rev Walter R. Bueger M.D.

Title President

By Arlaine E. Whiting

Title: Secretary