

345596

WHEN RECORDED MAIL TO:

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

Project: Building Permit for
4916 La Sierra Avenue
Riverside, California

RECEIVED FOR RECORD
AT 11:00 O'CLOCK A.M.

SEP 15 1992

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$ 14.-

COVENANT AND AGREEMENT
FOR ACCESS AND PARKING

23rd THIS COVENANT AND AGREEMENT is made and entered into this day of August, 1992, by R. E. PHILBRICK and DORIS R. PHILBRICK, as Trustees under Deed of Trust dated April 16, 1992, establishing the ROBERT E. PHILBRICK and DORIS R. PHILBRICK LIVING TRUST, hereinafter collectively referred to as "Declarants" with reference to the following facts:

A. Declarants are the fee owners 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

Lot 1 of Marolo Tract, in the County of Riverside, State of California as shown by map on file in Book 21, page 15 of Maps in the office of the County Recorder of said county.

Parcel 2

All that portion of Lot 1 in Block 60 of Tract No. 2 of La Sierra Heights, in the County of Riverside, State of California, as shown by map on file in Book 7, page 66 of Maps, in the office of the County Recorder of said county, particularly described as follows:

Beginning at a point on the Northeasterly line of said lot, 150 feet Northwesterly from the most Easterly corner thereof;

Thence South 62° 02' West, 124 feet;

Thence North 27° 04' West, 54.41 feet;

Thence North 62° 01' East, 124 feet to a point on the Northeasterly line of said lot;

Thence Southeasterly along said Northeasterly line, 54.41 feet to the POINT OF BEGINNING.

DESCRIPTION APPROVAL: 8, 28, 92

George P. Hutchinson
SURVEYOR, CITY OF RIVERSIDE

CA 329

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

B. Parcel 1 is located on La Sierra Avenue and is commonly known as 4900-4916 La Sierra Avenue. Parcel 2 is adjacent to Parcel 1 and is located at the northwesterly property line of Parcel 1. Parcel 1 is currently developed with a restaurant and a market, and Parcel 2 is currently paved but undeveloped.

C. Declarants have applied to the City of Riverside, hereinafter referred to as "City", for a building permit to construct tenant improvements consisting of an expansion of a business to include a meat market at the existing building on Parcel 1. As a condition to the issuance of a building permit for such addition, Declarants must execute and record a covenant ensuring that the necessary off-street parking as may be required by City's zoning regulations for the use and benefit of Parcel 1 is provided on Parcel 2.

D. Declarants intend by this document to comply with the condition imposed by the City for the issuance of a building permit for the tenant improvements on Parcel 1 and to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of both parcels and the owners thereof.

NOW, THEREFORE, Declarants hereby declare that the Property will be held, conveyed, 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 a condition imposed by the City for the issuance of a building permit for the further improvement of Parcel 1. All of the limitations, covenants, conditions, restrictions and easements shall constitute covenants which shall run with the land and shall be binding upon Declarants and their heirs, 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 Declarants 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. Parcel 2 shall be improved, developed, and used only for off-street vehicular parking and uses incidental thereto, and for no other purpose. Such parking lot shall be improved by the construction of parking spaces which meet the off-street parking standards of the City.

2. A nonexclusive easement for vehicular and pedestrian ingress and egress and vehicular parking is hereby established over, along and across Parcel 2 for the use and benefit of and as an easement appurtenant to Parcel 1. Declarants further agree that in no event will less than twelve (12) parking spaces be maintained on Parcel 2 for the use and benefit of Parcel 1.

3. In the event either Parcel 1 or Parcel 2 is sold or leased or the ownership is otherwise changed, Declarants shall grant or reserve, as appropriate, the easement established in paragraph 2 above.

4. This Covenant and Agreement is made and entered into for the purpose of complying with the off-street parking requirements of the Riverside Municipal Code, and shall not be extinguished or altered in any way except with the prior written and recorded consent of the City Council of City duly recorded in the Office of the Riverside County Recorder.

5. The terms of this Covenant and Agreement may be enforced by the City or by any owner or tenant of Parcel 1. Should the City or any owner or tenant 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.

6. This Covenant and Agreement shall run with the land and shall be binding upon the Declarants, their heirs, successors and assigns and shall continue in effect until such time as it is released by the City Council of the City.

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

R. E. Philbrick Trustee
R. E. PHILBRICK, as Trustee
under Deed of Trust establishing the
ROBERT E. PHILBRICK and DORIS R.
PHILBRICK LIVING TRUST
dated April 16, 1992

Subscribed and sworn to before me,
this 31st day of August 1992.
Notary Public in and for the State
of Washington, residing at Oak Harbor.

Melissa S. The Council
EXP 4-29-95

Doris R. Philbrick Trustee
DORIS R. PHILBRICK, as Trustee
under Deed of Trust establishing the
ROBERT E. PHILBRICK and DORIS R.
PHILBRICK LIVING TRUST
dated April 16, 1992.

APPROVED AS TO CONTENT:

Michael L. McCoy
ASSISTANT PLANNER
Planning Department

APPROVED AS TO FORM:

Kathleen M. Gomez
Assistant City Attorney