

WORLD TITLE COMPANY

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

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

Project: Parcel Map 26236

RECEIVED FOR RECORD
AT 2:00 O'CLOCK

MAY 26 1993

Recorded in Official Records
of Riverside County, California

Will [Signature] Recorder
Fees \$ 26

COVENANT AND AGREEMENT
ESTABLISHING EASEMENTS FOR INGRESS AND EGRESS

THIS COVENANT AND AGREEMENT is made and entered into this 12th day of February, 1993, by THE SALVATION ARMY, a corporation, hereinafter referred to as "Declarant" with reference to the following facts:

A. Declarant is the fee owner of the two parcels of real property, hereinafter referred to as Parcel 1 and Parcel 2, respectively, located in the City of Riverside, County of Riverside, State of California, described as follows:

Parcel 1

Parcel 1 of Parcel Map 26236 as shown by map on file in Book 180 of Parcel Maps, at pages 9 through 11 thereof, records of Riverside County, California.

Parcel 2

Parcel 2 of Parcel Map 26236 as shown by map on file in Book 180 of Parcel Maps, at pages 9 through 11 thereof, records of Riverside County, California.

Parcels 1 and 2 are hereinafter collectively referred to as the "Property".

B. The Property consists of approximately 5.6 acres located on the northeast side of First Street between Orange and Main Streets in the City of Riverside, California. Parcel 1 is currently developed with a church and community center bearing the street address of 3695 First Street. Declarant intends to construct on Parcel 2 a senior citizens apartment complex bearing the street address of 3003 Orange Street, Riverside, California.

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C. As a condition to the approval by the City of Riverside of the division of the Property into two parcels by Parcel Map 26236, Declarant is required to submit documentation prior to map recordation for approval by the Planning and Legal Departments of the City of Riverside to assure mutual access or ingress, egress, parking and/or utilities across all parcels.

D. Following a review of the plans for the development of Parcel 2 of Parcel Map, the Planning Department has determined that each parcel has sufficient parking on site for the intended use of such parcel and that utilities may be provided directly to each parcel from the public right of way. The Planning Department has also determined that the plans for development propose a shared trash enclosure to be located on Parcel 2 and that appropriate arrangements must be made for access to such trash enclosure.

E. Declarant intends by this document to comply with the conditions imposed by of the City of Riverside and to impose upon the Property mutually beneficial restrictions, conditions, covenants and agreements for the benefit of the Property and the improvements to be constructed thereon, and the future owners of both parcels of the Property, and for the same purpose to reserve and grant easements over portions of 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 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 of Riverside for the approval of Parcel Map 26235. All of the covenants, conditions, limitations, restrictions and easements shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the Property or either Parcel or portion thereof, 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 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, grants of easement, rights, rights of way and equitable servitudes contained herein.

1. Definitions. In addition to the definitions hereinbefore set forth, the following words or phrases when used in this Covenant and Agreement (except when the context otherwise requires) shall have the following definitions:

(a) "Building Areas" shall mean those areas on each Parcel of the Property upon which buildings have been constructed or are to be constructed or other structures placed pursuant to plans approved by the City and building permits issued therefor and shall include any landscaped areas.

(b) "City" shall mean the City of Riverside, a municipal corporation of the State of California.

(c) "Common Area" shall mean all the area of Parcel 1 and Parcel 2 of the Property other than Building Areas.

(d) "Owner" shall mean any person, whether an individual, corporation, association or otherwise, in which title to a Parcel is vested, as shown by the Official Records of Riverside County, California. Declarant shall be deemed the Owner of the Parcels until Declarant, its successors or assigns shall have executed or caused to be recorded in the Office of the County Recorder of Riverside County, California, an instrument of conveyance conveying the respective Parcel. If more than one person is Owner of a Parcel, then all such persons shall be jointly and severally liable for all obligations herein of the Owner of a Parcel.

(e) "Parcel" or "Parcels" shall mean the Parcel or Parcels of the Property hereinabove described.

2. Easements Granted.

(a) Declarant declares and establishes nonexclusive reciprocal easements (i) for pedestrian ingress and egress over and across the walkways of Parcels 1 and 2 shown on the map annexed as Exhibit "A" and over and across the Common Areas of Parcel 1; and (ii) for pedestrian and vehicular ingress and egress over and across the Common Area driveways of Parcel 1 to provide access to and use of the trash enclosure area on Parcel 2 shown on Exhibit "A" for solid waste collection purposes. Such easement shall be for the use and benefit of and as easements appurtenant to the other Parcel. The above referred to driveways shall be located within the Common Area of Parcel 1, and the walkways and trash enclosure area shall be located as shown on Exhibit "A" or any modification thereof made by the Owners of the Parcels in accordance with plans approved by the City in connection with the issuance of any building permit or other permit for development of such Parcel. Said Exhibit "A" is attached hereto and incorporated herein by this reference.

(b) The easements hereinabove declared and established shall include all rights necessary and proper for the installation, construction, maintenance, repair, replacement and use of driveways and walkways. The cost of repair and maintenance of the driveways and walkways shall be borne by

the Owner of the Parcel upon which such driveways or walkways are located.

(c) The trash enclosure area for the joint usage of both parcels may be constructed and installed on Parcel 2 as shown on Exhibit "A". The trash enclosure area constructed on or to be constructed on Parcel 2 by Declarant in accordance with building plans therefor approved by City shall be kept in a good repair and clean condition at all times, and the respective Owner(s) of Parcels 1 and 2 shall each bear one-half of the total cost of maintenance and repair of such trash enclosure area.

3. Barriers. No walls, fences, or barriers of any kind shall be constructed or maintained on the Common Area, 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; provided, however, reasonable traffic controls as may be necessary to guide and control the orderly flow of traffic may be installed on Parcel 1 so long as access driveways to the trash enclosure area on Parcel 2 are not closed or blocked, and provided further that unlocked gates may be installed and maintained on the perimeter fences of Parcel 2 which provides access to the walkways between Parcels 1 and 2. The only exceptions to this provision shall be for incidental encroachments upon the Common Area which may occur as a result of the use of ladders, scaffoldings, barricades and similar facilities resulting in temporary obstruction of the Common Area, all of which are permitted hereunder so long as their use is kept within reasonable requirements of construction or maintenance work being expeditiously pursued. Notwithstanding the foregoing, if directed by the United States Department of Housing and Urban Development ("HUD") during the period of time Parcel 2 is encumbered by a HUD Deed of Trust, access to the walkways of Parcel 2 may be restricted solely to the Owner of Parcel 2, its officers, directors, employees, tenants, guests and other invitees for the security of tenants of Parcel 2.

4. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Common Area 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 Common Area of the Property, or any portion thereof (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 the Owner(s). Notwithstanding any other provision herein to the contrary, the Owner(s) may periodically restrict ingress and egress from the Common Area 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 parties hereto.

5. 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.

6. Effect of Covenant and Agreement. Any person who now or hereafter owns or acquires any right, title or interest in or to either 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 each of the applicable easements described in Paragraph 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.

7. Mutuality, Reciprocity, Run with Land. All of the provisions contained herein are made for the direct, mutual and reciprocal benefit of both Parcels 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 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 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.

8. 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 either Parcel 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.

9. Termination and Modification. Subject to the prior written approval of the City Council of the City of Riverside, this Covenant and Declaration, 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 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.

10. Subordination. Notwithstanding anything in this Covenant and Agreement to the contrary, in the event that any provision of this Covenant and Agreement contradicts, modifies or in any way changes the terms of a Regulatory Agreement to be entered into by the Owner(s) of Parcel 2 and HUD, then the terms of the Regulatory Agreement shall prevail and govern and this Covenant and Agreement

EXHIBIT A

SHEET 3 OF 7

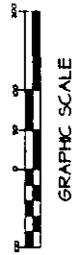
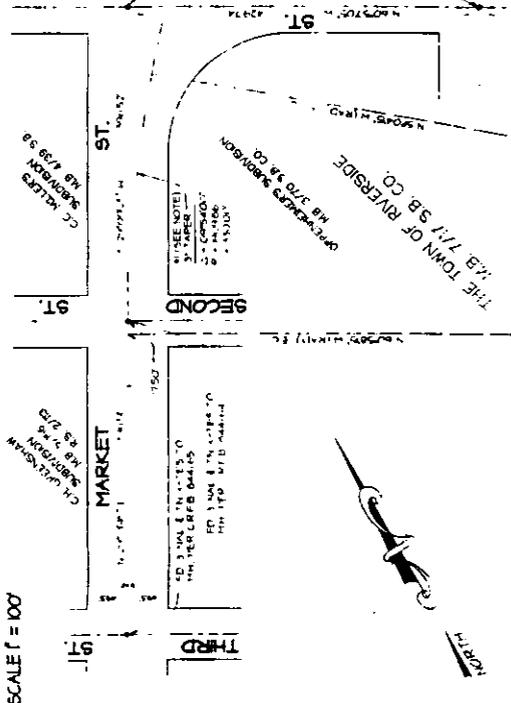
IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PARCEL MAP NO. 26236

BING A PORTION OF LOTS 23 AND 30 OF THE LANDS OF THE SOUTHERN CALIFORNIA COLONY ASSOCIATION, AS SHOWN BY MAP ON FILE IN BOOK 7 PAGE 3 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA

FORREST L. SMITZER, RCE 25089
ALTA DENA, CALIFORNIA

APRIL, 1992



ENGINEER'S NOTE

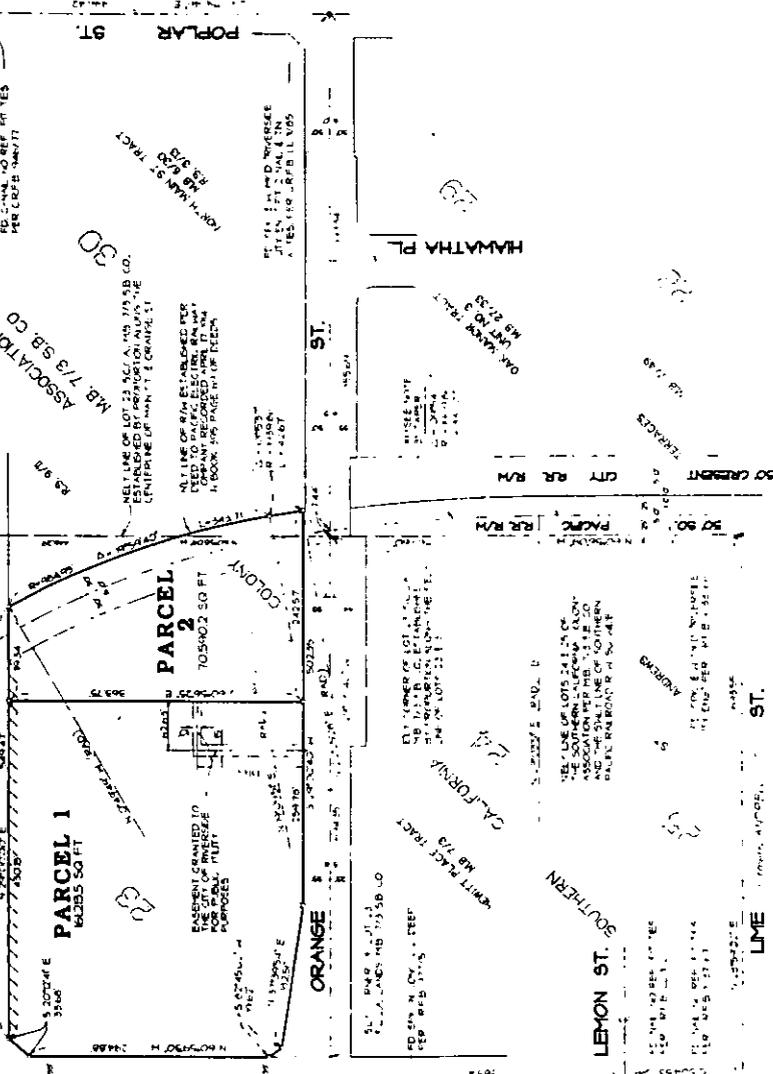
- 1. SET 3/4" P.N. TAG, RCE 25089 PLUS
- 2. INDICATES FOUND MONUMENT AS NOTED
- 3. INDICATES VEHICULAR ACCESS ROW'S SHOWN

BASIS OF BEARINGS

THE CENTER LINE OF MARKET STREET, LEMON STREET, AND MARKET AVENUE BEING RECORDED IN THE OFFICE OF THE COUNTY RECORDER

NOTES

- 1. CURVE DATA: RADIUS = 100.00 FT, CHORD BEARING = 135° 00' 00", CHORD DISTANCE = 141.42 FT
- 2. CURVE DATA: RADIUS = 100.00 FT, CHORD BEARING = 135° 00' 00", CHORD DISTANCE = 141.42 FT
- 3. CURVE DATA: RADIUS = 100.00 FT, CHORD BEARING = 135° 00' 00", CHORD DISTANCE = 141.42 FT



SCALE 1" = 100'

shall be subordinate to the provisions of Section 202 of the Housing Act of 1959, as amended; or if any provision of this Covenant and Agreement tends to limit the Secretary of HUD in the administration of the Housing Act of 1959, as amended, or the regulations promulgated pursuant thereto, this Covenant and Agreement shall be deemed amended so as to comply with the foregoing Act and the aforementioned Regulatory Agreement.

Notwithstanding any statement in this Covenant and Agreement to the contrary, no amendment to this Covenant and Agreement which amends this paragraph 10 or affects the interests of the Secretary of HUD shall be effected without the prior written approval of the Secretary of HUD, or the successor or assigns of the Secretary.

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

THE SALVATION ARMY,
a corporation

By J. D. Davis
Title Vice President

By [Signature]
Title Asst Secretary

APPROVED AS TO CONTENT:

Michael L. McCoy
Planning Department

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney