



WHEN RECORDED MAIL TO:

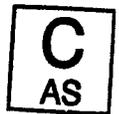
CITY CLERK
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

Project: P04-1358/P04-1081
2308 University Avenue
Riverside, CA
APN: 221-021-032 & 033

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**COVENANT AND AGREEMENT
FOR ACCESS AND PARKING**

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THIS COVENANT AND AGREEMENT FOR ACCESS AND PARKING is made and entered into this 9th day of August, 2005, by GILLES SAYAH, a single man, ("Declarant") with reference to the following facts:

A. Declarant is the fee owner of the real property known as Parcel 1 and Parcel 2 situated in the City of Riverside, County of Riverside, State of California, and legally described in Exhibit "A" attached hereto and incorporated herein by reference. Parcels 1 and 2 are hereinafter collectively referred to as the "Property".

B. Declarant has applied to the City of Riverside ("City") for a variance related to the construction of an approximately 6,684 square foot commercial building located at 2308 University Avenue to be located on Parcel 1 and parking on Parcel 2 under Planning Cases P04-1358 and P04-1081.

C. As a condition of approval the City is requiring Declarant to execute and record an agreement that Parcel 2 shall be, in perpetuity, used as parking for Parcel 1.

D. 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 P04-1358 and P04-1081, 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 for the approval of P04-1358 and P04-1081, 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 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 servitude contained herein.

1. Establishment of Access and Parking Easements: Declarant hereby covenants, establishes, grants, reserves and agrees that at all times herein, and in perpetuity, Parcel 2 shall be utilized as vehicular parking as well as for pedestrian and vehicular ingress and egress, for Parcel 1.

2. Barriers: No walls, fences, or barriers of any kind shall be constructed or maintained on the Property, or any portion thereof, by any person which shall prevent or impair the use or exercise of any of the rights granted herein.

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 purposed hearing 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 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 Parcel 1.

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 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 the 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 all Parcels of the Property and create mutual, equitable servitudes 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 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 of the Parcels 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 City, its successors or assigns, and by any owner, lessee or tenant of the Parcels 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.

8. Termination and Modification. Subject to the prior written approval of the City, by its Planning 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.

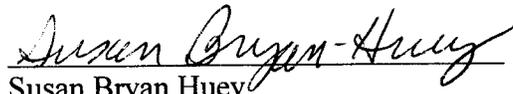
IN WITNESS WHEREOF, Declarant has caused this Covenant and Agreement to be executed as of the day and year first written above.

By: 
Gilles Sayah, Declarant

APPROVED AS TO FORM:


Kristi J. Smith
Deputy City Attorney

APPROVED AS TO CONTENT:


Susan Bryan Huey
Planning Division of the
Community Development Department

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CA: 05-1780
08/02/05



STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On August 9th, 2005, before me, MARIA C. PALACIOS, the undersigned, a notary public in and for said State, personally appeared GILLES SAYAH personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public

A handwritten signature in black ink, appearing to be "M. Palacios", written over a horizontal line.



2005-0653615
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C/A 953

EXHIBIT A

Project: University Ave @ Eucalyptus Ave

THAT CERTAIN REAL PROPERTY IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

PARCEL 1

Lot 14 together with Lots 15 and 16 all of Garfield Place, as shown by map on file in Book 6, Page 27 of Maps, records of San Bernardino County, California.;

EXCEPTING THEREFROM the southerly 2.50 feet of said Lots 14, 15 and 16;

ALSO EXCEPTING THEREFROM the easterly 0.50 of a foot of said Lot 14;

ALSO EXCEPTING THEREFROM that portion of said Lot 14 described as follows:

COMMENCING at the northeast corner of said Lot 14;

THENCE westerly on the northerly line of said Lot 14, a distance of 0.50 of a foot to the west line of the east 0.50 of a foot of said Lot 14, and the **POINT OF BEGINNING** of the parcel of land being described;

THENCE southerly along said west line, a distance of 17.50 feet;

THENCE northwesterly to a point on said northerly line distant 20.00 feet westerly from the Point of Beginning;

THENCE easterly along said northerly line, a distance of 20.00 feet to the **POINT OF BEGINNING**.

PARCEL 2

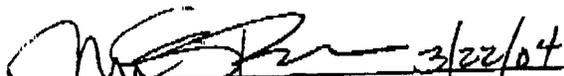
The east one-half of Lot 31 together with Lot 32 and 33 all of Garfield Place, as shown by map on file in Book 6, Page 27 of Maps, records of San Bernardino County, California.;

EXCEPTING THEREFROM the northerly 2.50 feet of said east one-half of Lot 31 and the northerly 2.50 feet of said Lots 32 and 33;

ALSO EXCEPTING THEREFROM the easterly 0.50 of a foot of said Lot 33;

ALSO EXCEPTING THEREFROM the southerly 93.50 feet of said east one-half of Lot 31 and the southerly 93.50 feet of said Lots 32 and 33;

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

 3/22/04 Prep. _____
Mark S. Brown, L.S. 5855 Date
License Expires 9/30/05



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