

42182

When Recorded Please Return to  
City Clerk's Office  
City Hall  
3900 Main Street  
Riverside, California 92522

RECEIVED FOR RECORD  
15 Min. Past 2 o'clock P.M.  
At Request of  
City of Riverside  
Book 1984, Page 42182

FEB 29 1984

Recorded in Official Records  
of Riverside County, California

*William J. Conroy*  
Recorder

Fees \$

COVENANT AND AGREEMENT  
(Parcel Map No. 17412)

This COVENANT AND AGREEMENT is made and entered into  
this 16<sup>th</sup> day of SEPTEMBER, 1981, by MAY CENTERS, INC., a  
Missouri corporation, the owner of record of the following  
described real property situated in the City of Riverside, County  
of Riverside, State of California:

Parcels 1 and 2 of Parcel Map No. 17412, as shown by map  
on file in Book 120 of Parcel Maps, at pages 85  
and 86 thereof, Records of Riverside County,  
California.

For the purpose of complying with the conditions imposed by  
the City of Riverside for the approval of Parcel Map No. 17412,  
the Tentative Map of which was approved by the City Planning  
Commission on January 22, 1981, the undersigned hereby covenants  
and agrees with the City of Riverside that nonexclusive easements  
and rights and privilege to use (1) the driveway area, designated  
by hatching on Exhibit A attached hereto and incorporated herein  
by this reference, on Parcel 2 of Parcel Map No. 17412, for motor  
vehicle ingress and egress between Parcel 1 of said Parcel Map  
No. 17412 and the existing public street known as Tyler Street  
and (2) the parking area, designated by cross-hatching on said  
Exhibit A, on Parcel 2 of Parcel Map No. 17412, for the parking  
within designated parking spaces, of eleven (11) passenger  
automobiles, are hereby established and will be granted, subject  
to all matters of record, or reserved as appropriate for the  
benefit of the business to be located on Parcel 1 of Parcel Map

DESCRIPTION APPROVAL  
By *George Hutchinson* 9/23/81  
City Clerk

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No. 17412, and the customers thereof.

In the event the undersigned shall sell or convey either of said Parcels 1 and 2 of Parcel Map No. 17412, it is further covenanted and agreed that, as the Parcels are conveyed, the undersigned shall grant, subject to all matters of record, or reserve, as the case may be, all or any part of said nonexclusive easements necessary to insure that the owner of Parcel 1 shall have the nonexclusive easements, rights and privilege necessary to use said driveway area for ingress and egress to and from the existing public street known as Tyler Street and to use said parking area for parking as aforesaid.

The undersigned, reserves the right to relocate, from time to time, said driveway area and/or parking area, provided such relocation does not impair said ingress and egress and said parking availability for Parcel 1.

This covenant and agreement shall run with the land and shall be binding upon the undersigned, its successors, heirs or assigns, and shall continue in effect until the earlier of (1) their release by the City of Riverside, California, (2) the failure to file Parcel Map No. 17412 within the time limitations set forth in the City of Riverside Municipal Code and the California Subdivision Map Act, whichever are applicable, and (3) the date upon which (i) as to the driveway area, Parcel 1 shall have otherwise acquired direct motor vehicle access to an open and existing public street, and (ii) as to the parking area, Parcel 1 shall otherwise meet the parking requirements of the City of Riverside for Parcel 1 and the uses thereon.

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IN WITNESS WHEREOF the undersigned has caused this covenant and agreement to be executed the day and year first above written.

MAY CENTERS, INC.  
a Missouri corporation

Attest:  
By: Michael Elong  
ASSISTANT SECRETARY

By: R. Dean Wolfe  
VICE PRESIDENT

APPROVED AS TO FORM  
[Signature]  
ATTORNEY

STATE OF MISSOURI )  
                          ) ss.  
CITY OF ST. LOUIS )

On this 16<sup>th</sup> day of SEPTEMBER 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared R. DEAN WOLFE, known to me to be the VICE-PRESIDENT of May Centers, Inc., the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of May Centers, Inc., and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal the day and year in this certificate first above written.

Karen Kesel  
Notary Public

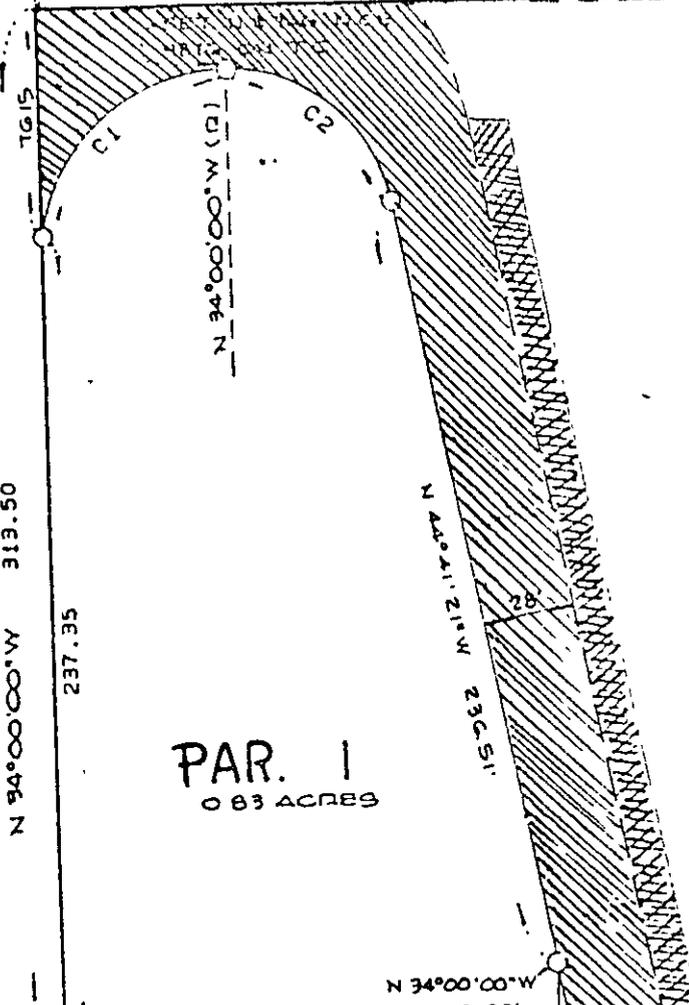
(SEAL)

My commission expires: **KAREN KESEL**  
NOTARY PUBLIC, STATE OF MISSOURI  
MY COMMISSION EXPIRES JAN 11, 1983  
CITY OF ST. LOUIS

MAGNOLIA AVE.

1-3 3/4" IP & PLASTIC -  
PLUG, RIV ENG, 3" DN  
PER D S 39/05 RIV  
CO REC.

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PAR. 1  
0.83 ACRES

PAR. 2

N 34° 00' 00" W

N 34° 00' 00" W 313.50

237.35

N 34° 00' 00" W  
21.22'

N 56° 00' 00" E 150.00

STREET

TYLER

281.50

N 34° 00' 00" W 293.05

-PD 1" IP TAGGED L S 3036,  
FLUSH, ACCEPTED AS ANGLE  
POINTS IN THE BOUNDARY  
OF A PARCEL CONVEYED  
TO THE MAY DEPT  
STORES CO JAN 23,  
1970 AS INST # 7177,  
RIV CO REC

EXHIBIT - A

743.09'

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C/A-97