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Riverside, California 92522

Project: Zoning Case R-61-889

21378

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Mr. Past *check* M.

JAN 18 1991

Recorded in Official Records  
of Riverside County, California  
*W. J. [Signature]* Recorder  
Fees \$ *21*

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RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT is made and entered into this 17 day of January, 1991, by COLCO-EMERALD RIVERSIDE, L. P., a California limited partnership, hereinafter referred to as "FIRST PARTY", and COLCO-INDIANA AVENUE PARTNERSHIP, a California general partnership, hereinafter referred to as "SECOND PARTY", with reference to the following facts:

A. FIRST PARTY is the fee owner of the two parcels of real property located in the City of Riverside, County of Riverside, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference, and designated as "Parcel 1" and "Parcel 3" therein.

B. SECOND PARTY is the fee owner of the real property located in the City of Riverside, County of Riverside, State of California, described in Exhibit "A", and designated as "Parcel 2" therein.

C. Parcels 1, 2 and 3 are hereinafter collectively known as the "Property".

D. Parcels 1 and 3 are the subject of an application filed with the City of Riverside (the "City") to rezone said parcels in Zoning Case R-61-889. As a condition of said rezoning from the Single-Family Residential ("R-1-65") Zone to the Restricted Commercial ("C-2") Zone with the Height of Buildings ("S-2") Combining Zone and the Building Setback ("X") Combining Zone or to the Restricted Office ("RO") Zone with the Height of Buildings ("S-2") Combining Zone and the Building Setback ("X") Combining Zone in Zoning Case R-61-889, the City is requiring the execution of a joint parking and access agreement to ensure a single unified development if the property subject to Zoning Case R-61-889 will consist of more than one parcel.

E. FIRST PARTY and SECOND PARTY seek to comply with the above-noted condition imposed by the City for the rezoning of the Parcels 1 and 3 in Zoning Case R-61-889 and by this Agreement to grant to themselves and to each other certain easement rights for nonexclusive reciprocal easements for ingress, egress, parking and access to each of the parcels of the Property.

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NOW, THEREFORE, incorporating the above recitals, the parties hereto mutually agree that Parcels 1, 2 and 3 shall each be developed, improved, held, sold, conveyed, leased, used and occupied subject to the following restrictions, covenants, conditions and easements:

1. UNIFIED DEVELOPMENT. Parcels 1, 2 and 3 shall be developed, used and maintained as a single, unified development with common architectural and landscaping themes.
2. PARCEL 1 COMMON DRIVEWAY AREA. FIRST PARTY hereby grants to SECOND PARTY, its successors and assigns a nonexclusive easement for common driveway purposes and ingress and egress over, along and across the southwesterly 20 feet of the southeasterly 40 feet of Parcel 1 for the use and benefit of and as an easement appurtenant to Parcel 2. FIRST PARTY hereby establishes and grants a nonexclusive easement for common driveway purposes and ingress and egress over, along and across the southwesterly 20 feet of the southeasterly 40 feet of Parcel 1 for the use and benefit of and as an easement appurtenant to Parcel 3. Said area described herein may hereinafter be called the "Parcel 1 Common Driveway Area".
3. PARCEL 2 COMMON DRIVEWAY AREAS. SECOND PARTY hereby grants to FIRST PARTY, its successors and assigns, a nonexclusive easement for common driveway purposes and ingress and egress over, along and across the southwesterly 20 feet of the southeasterly 40 feet of Parcel 2 and over, along and across the southeasterly 20 feet of the northeasterly 40 feet of Parcel 2 for the use and benefit of and as easements appurtenant to Parcels 1 and 3. Said areas described herein may hereinafter be called the "Parcel 2 Common Driveway Areas".
4. PARCEL 3 COMMON DRIVEWAY AREA. FIRST PARTY hereby grants to SECOND PARTY, its successors and assigns, a nonexclusive easement for common driveway purposes and ingress and egress over, along and across the southeasterly 20 feet of the northeasterly 40 feet of Parcel 3 for the use and benefit of and as an easement appurtenant to Parcel 2. FIRST PARTY hereby establishes and grants a nonexclusive easement for common driveway purposes and ingress and egress over, along and across the southeasterly 20 feet of the northeasterly 40 feet of Parcel 3 for the use and benefit of and as an easement appurtenant to Parcel 1. Said area described herein may hereinafter be called "Parcel 3 Common Driveway Area".
5. USE OF COMMON DRIVEWAY AREAS. The easement areas described hereinabove in paragraphs 2, 3 and 4 (collectively the "Common Driveway Areas") are shown as Exhibit "B" attached hereto and incorporated herein by this reference. The Common Driveway Areas are planned to be developed as common driveways and shall be kept in a free and open condition at all times to permit unimpeded access between Parcels 1, 2 and 3 and Indiana Avenue. No structure shall be placed or constructed on the Common Driveway Areas. No parking of vehicles shall be permitted in the Common Driveway Areas.

6. MAINTENANCE OF COMMON DRIVEWAY AREAS. Each owner of a parcel of the Property shall maintain in good condition and repair that portion of the Common Driveway Areas located on such owner's respective parcel as a driveway for purposes of ingress and egress. In the event that any owner fails to properly maintain that portion of the Common Driveway Area located on said owner's parcel, any owner of the remaining parcels of the Property may, upon three (3) business days' written notice to the defaulting owner, enter upon the parcel of the defaulting owner hereunder for the purposes of performing all reasonably necessary maintenance, at the cost of the defaulting owner, to be paid in cash to the owner who caused the repair within ten (10) calendar days of receipt of notice of completion of such maintenance or portion thereof.

7. RECIPROCAL ACCESS AND PARKING AGREEMENT. The FIRST PARTY and SECOND PARTY hereby agree, grant, declare and covenant, for the benefit of each parcel, for themselves and for each other, and for each and every person or entity who now, or in the future, owns any one or more, of the parcels of the Property, or any portion thereof as follows:

7.1 Reciprocal nonexclusive easements for purposes of parking and pedestrian and vehicular ingress and egress in all parking facilities and on all parking areas and pedestrian walkways (hereinafter called the "Parking Areas") located on the Property. The Parking Areas shall consist of every portion of each parcel of the Property where there are no existing or proposed buildings, structures, improvements, landscaping or restricted parking areas.

7.2 The easements granted hereunder may be used only by the officers, partners, employees, agents, customers, business invitees, lessees, sublessees or licensees of the owner of each parcel of the Property or of a lessee, sublessee, or licensee, and to no other (hereinafter the "Permitted Users").

7.3 Each owner of a parcel of the Property shall have the right, from time to time, to adopt and enforce rules and regulations for the use of such owner's parcel of the Property, including the easements granted herein, and to institute and install any plans, system or device for the control of parking and flow of traffic in and upon the Parking Areas on such owner's parcel. Provided, however, no such plan, system or device or rule or regulation shall materially limit the use of the easements granted to the Permitted Users, nor, in any manner, impede or obstruct use of the curb cuts and the driveways. Each owner reserves the right to assign specific parking spaces for the exclusive use of owners, lessees, sublessee, and tenants and their employees. Each owner and its Permitted Users agree that they shall comply with all such rules and regulations, plan, system or device.

7.4 No owner of a parcel of the Property shall construct or install a wall, fence, hedge, curb or other barrier on or within its parcel of the Property which has the effect of separating one parcel from another. Each owner agrees that free access between its parcel and every other parcel of the Property shall be maintained at all times.

7.5. Each owner of a parcel of the Property shall have the right to reconstruct the improvements on such owner's parcel of the Property and to realign the parking and access ways, and traffic isles within such owner's parcel; provided, however, such reconstruction and realignment shall not impede or obstruct access over and across such owner's parcel to Indiana Avenue, except for such temporary closures necessary to permit such reconstruction and realignment. Each owner will have the right and ability to install, replace, remove, maintain, and provide utilities to such owner's parcel. Each owner hereby covenants for itself, its successors and assigns to execute and deliver any further documents or instruments reasonably necessary or desirable to implement the purpose and intent of this paragraph.

7.6 Each owner shall, within such owner's parcel of the Property, provide for such number of parking spaces as may be required by the City for such Party's Property use on that parcel.

8. INDEMNIFICATION. Each owner of a parcel of the Property shall indemnify and hold harmless each other owner and any officers, partners, employees, agents, invitees, tenants, subtenants or licensees thereof, from any and all claims, damages or liabilities arising from the use of the Parking Areas and Common Driveways Area located within its respective parcel or portion thereof, unless the claim, damage or liability is caused by the negligence of the party being indemnified.

9. NOT A PUBLIC DECLARATION. Nothing contained in this Reciprocal Easement Agreement shall be deemed to be a gift or dedication of any portion of any parcel of the Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement will be strictly limited to and for the purposes expressed herein and for the benefit of the owners, their successors and assigns.

10. ENFORCEMENT. FIRST PARTY and SECOND PARTY and their successors, assigns, partners, joint venturers, or co-owners of any kind, ground lessees, or any person or entity to whom FIRST PARTY or SECOND PARTY may grant a right of ownership, occupancy, or possessory interest of any kind in Parcel 1, 2 or 3, including without limitation, tenants of the buildings on the parcels, and the City shall have the right to enforce the rights and interest granted herein by any appropriate proceedings at law or in equity.

PARCEL 1

Lots 1 and 2 of Walnutwood Park, as shown by map on file in Book 31, Page 61 of Maps, Records of Riverside County, California.

Together with that portion of the northeasterly half of Harrison Street adjoining said lots on the southwest, as vacated and closed to public use by Resolution No. 17135, recorded August 15, 1989 as Instrument No. 27538 of Official Records of Riverside County, California.

PARCEL 2

A certain parcel of land situated in the State of California, County of Riverside, City of Riverside, described as follows:

The southerly rectangular 4 acres of Lot 16 in Block 27 of Lands of Riverside Land and Irrigating Company, as shown by map on file in Book 1, Page 70 of Maps, Records of San Bernardino County, California, together with that portion of Harrison Street (vacated) described as follows:

Beginning at the most easterly corner of the southerly rectangular 4 acres of said Lot 16; said corner also being on the southwesterly line of Harrison Street (80.00 feet wide) thence along the southwesterly line of Harrison Street (80.00 feet wide) north  $33^{\circ} 59' 45''$  west a distance of 130.06 to the southeasterly line of that certain parcel of land conveyed to the State of California by deed recorded in Book 1844, Page 542, of Official Records; thence leaving said southwesterly line of Harrison Street north  $41^{\circ} 57' 50''$  east 41.23 feet to a point on the centerline of Harrison Street (80.00 feet wide); said point being distant north  $33^{\circ} 59' 45''$  west 180.06 feet from the centerline of Indiana Avenue (80.00 feet wide); thence south  $33^{\circ} 59' 45''$  east 140.06 feet to a point in a line parallel with and distant 40.00 feet northwesterly, as measured at right angles, from the centerline of Indiana Avenue; thence southwesterly along said parallel line south  $56^{\circ} 00' 00''$  west 40.00 feet to the point of beginning.

Excepting therefrom the southwesterly rectangular 75 feet thereof;

Also excepting therefrom the southeasterly 4.00 feet;

EXHIBIT "A"

Also excepting therefrom that portion thereof conveyed to the State of California by document recorded January 10, 1956 in Book 1844, page 542 of Official Records of Riverside County, California.

PARCEL 3

Lots 9 and 10 of the Tavaglione Tract, in the City of Riverside, County of Riverside, State of California, as shown on a map filed in Book 30, Page 5 of Maps, in the Office of the County Recorder of said Riverside County, together with the southwest 75.00 feet of the southerly rectangular 4 acres of Lot 16, Block 27 of the Lands of the Riverside Land and Irrigating Company, as shown on a map filed in Book 1, Page 70 of Maps, in the Office of the County Recorder of San Bernardino County, California.

Excepting therefrom that portion conveyed to the State of California, by deed recorded December 5, 1957 as Instrument No. 86145 of Official Records of Riverside County, California.

Also excepting therefrom the southeasterly 4.00 feet.

11. EFFECT OF RECIPROCAL EASEMENT 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 each of the easements herein established or granted, whether or not any reference to this document is contained in the instrument by which such person acquired an interest in the Property.

12. TERM OF EASEMENT. The easements hereinabove granted shall continue in perpetuity and shall run with the land and shall be binding upon the parties hereto, their successors, assigns, partners, joint venturers, or co-owners of any kind, and any person or entity to whom either party shall grant a right of ownership, occupancy or possessory interest of any kind in their respective property or the improvements constructed or to be constructed thereon.

13. CONSENT OF CITY. The easements herein granted have been created for the purpose of complying with conditions imposed by the City for the approval of Zoning Case R-61-889. The easements created hereby shall not be extinguished or altered by the parties hereto or their respective successors or assigns, without prior written consent of the City duly recorded.

IN WITNESS WHEREOF the parties hereto have executed this Reciprocal Easement Agreement to be executed the day and year first above written.

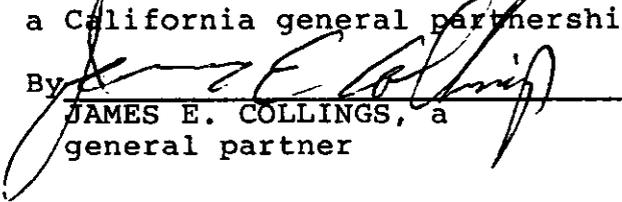
FIRST PARTY:

COLCO-EMERALD RIVERSIDE, L. P.,  
a California limited partnership

By   
JAMES E. COLLINGS  
general partner

SECOND PARTY:

COLCO-INDIANA AVENUE PARTNERSHIP,  
a California general partnership

By   
JAMES E. COLLINGS, a  
general partner

