

RECORDING REQUESTED BY:

Recording Requested By
CHICAGO TITLE COMPANY

WHEN RECORDED MAIL TO:

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

Project: Parcel Map No. 26775

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

JUL 30 1991

Recorded in Official Records
of Riverside County, California

Recorder

Fees \$ 15

COVENANT AND AGREEMENT
ESTABLISHING RECIPROCAL EASEMENTS

THIS COVENANT AND AGREEMENT is made and entered into this 11th day of July, 1991 by MR PROPERTIES, LTD., a California limited partnership (hereinafter referred to as "Declarant") with reference to the following facts:

A. Declarant is the fee owner of the real property consisting of two adjoining lots (hereinafter referred to collectively as the "Property") located in the City of Riverside, County of Riverside, State of California, and described as follows:

Parcels 1 and 2 of Parcel Map No. 26775 as shown by map on file in Book 171 of Parcel Maps, at pages 100 through 102, inclusive, records of Riverside County, California.

B. The Property consists of approximately 1.03 acres situated at the southeast corner of Rickenbacker Avenue and Orangewood Drive, northerly of Jurupa Avenue in the Light Manufacturing ("M-1") Zone. Declarant is constructing two industrial buildings on the Property and by Parcel Map No. 26775 proposes to divide the Property into two parcels consisting of approximately 0.559 acres and 0.471 acres respectively.

C. Although Parcel Map No. 26775 will facilitate the independent development of each parcel, Declarant proposes that the parcels of the Property share access and perhaps parking based on a common driveway to Rickenbacker Avenue. As the buildings currently under construction are speculative industrial buildings, a precise parking analysis will not be required by the City of Riverside until the plan check process for tenant occupancy.

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710x041-01

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D. As a condition of approval of Parcel Map No. 26775, the City of Riverside is requiring that documentation be submitted prior to map recordation for Planning and Legal Department approval to assure mutual access for ingress, egress, parking (if necessary) and/or utilities across both parcels.

E. Declarant presently intends, upon completion of construction of the buildings, to convey one or both parcels of the Property to others. It is the intention of Declarant that the Property be subject to reciprocal easements and rights with regard to the use of the Property so that each parcel shall be benefited by reciprocal easements for underground utilities, vehicular ingress and egress, and surface water flow necessary for the proper and reasonable development of the Property.

NOW, THEREFORE, incorporating the above recitals, Declarant hereby declares that the Property and each parcel thereof, shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the following covenants, conditions and easements which are for the purpose of complying with a condition imposed by the City of Riverside for the approval of Parcel Map No. 26775 and for protecting the value and desirability of both parcels, and each and all of which are for and shall inure to the benefit of and pass with each parcel of the Property and shall apply to and bind the heirs, assignees, and successors in interest of each owner thereof:

1. There is hereby granted, reserved and established over, along and across the following portions of Parcels 1 and 2 of Parcel Map No. 26775 nonexclusive easements for vehicular ingress and egress, underground utilities and surface water drainage for the use and benefit of and as an easement appurtenant to the other parcel:

That portion of land located in the City of Riverside, County of Riverside, State of California, being a portion of Parcels 1 and 2 of Parcel Map No. 26775, as shown on a map filed in Book 171 of Parcel Maps, pages 100 and 102, in the County Recorder's Office of said County described as follows:

A strip of land 25.00 feet in width, the centerline of said strip being described as follows:

Beginning at the Southwest corner of said Parcel 2; thence Northerly along the Westerly line of said Parcel 2, North 00° 15' 51" East, 102.00 feet to the TRUE POINT OF BEGINNING; thence South 89° 38' 14" East, 175.00 feet to the END of this centerline description.

The nonexclusive easements herein granted shall be and are for ingress, egress, surface water flow, and the installation, construction, maintenance, repair, or replacement of a common driveway and underground utilities and all rights deemed reasonable and

necessary therefor for the use and benefit of and as an easement appurtenant to Parcel 1 of Parcel Map No. 26775 for that portion located on Parcel 2 of Parcel Map No. 26775 and for the use and benefit of and as an easement appurtenant to Parcel 2 of Parcel Map No. 26775 for that portion located on Parcel 1 of Parcel Map No. 26775. The purpose of the easements provided hereby is to permit the orderly development of the Property and to provide for necessary utility facilities and rights of ingress and egress so that the development and use of the Property may be conducted in an integrated and harmonious manner.

2. Neither Parcel 1 nor Parcel 2 shall have vehicular access to Rickenbacker Avenue except by way of the common 25-foot driveway hereinabove established. No fences, walls, barricades or barriers of any kind shall be constructed on the common property line which will prohibit or interfere with or restrict the use of the common driveway as above described.

3. The cost of the construction, reconstruction, repair and maintenance of the common driveway shall be borne equally by the owners of Parcels 1 and 2 of the Property respectively, provided, however, any repair necessitated by the installation of utilities serving only one parcel shall be paid by the owner of the parcel so benefited .

4. Nothing contained in this Covenant and Agreement 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 purpose whatsoever, it being the intention of the Declarant that this Covenant and Agreement will be strictly limited to and for the purposes expressed herein.

5. In the event Declarant shall sell, convey, lease or otherwise change the ownership of either parcel of the Property, as such parcel is conveyed, Declarant shall grant that portion of the easement above described located on the parcel retained in ownership and shall reserve that portion of the easement above described located on the parcel to be conveyed.

6. In the event there is not sufficient parking on site for the development of either Parcel in accordance with the parking ratios established by the City of Riverside for the occupancy of such parcel, the owner of the other parcel shall grant without additional compensation a nonexclusive easement for parking on such other parcel for the use and benefit of and as an easement appurtenant to the parcel without sufficient on-site parking, provided that there is excess parking spaces available on such other parcel for that purpose.

7. This Covenant and Agreement is made and entered into for the purpose of complying with a condition imposed by the City of Riverside for the approval of Parcel Map No. 26775, and it shall not be extinguished, terminated, modified, amended, or altered in any way

except with the prior written and recorded consent of the City Council of the City of Riverside.

8. This Covenant and Agreement shall not be subject to the doctrine of merger, even though the underlying fee ownership of both parcels of the Property is vested in one party or entity.

9. The terms of this Covenant and Agreement may be enforced by any owner, lessee or tenant of either parcel of the Property and the City of Riverside. Should any owner, lessee, tenant or the City of Riverside bring any legal or equitable proceeding for the enforcement of or to restrain the violation of this Covenant and Agreement or any provision hereof, the prevailing party shall be entitled to costs of suit including reasonable attorneys' fees.

10. Any person who now or hereafter owns or acquires any right, title or interest 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 the easements described in Paragraph 1 above whether any reference to this Covenant and Agreement is contained in the instrument by which such person acquired an interest in such parcel.

11. All of the provisions contained herein are made for the direct, mutual and reciprocal benefit of Parcels 1 and 2 of Parcel Map No. 26775 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 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 each parcel 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.

12. The provisions of this Covenant and Agreement are severable, and in the event one or more of such provisions are subsequently declared invalid by any court having jurisdiction thereof, the remaining provisions hereof shall nonetheless be fully enforced in accordance with their terms.

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IN WITNESS WHEREOF, Declarant has executed this Covenant and Agreement on the date first above written.

MR PROPERTIES, LTD., a California limited partnership

By: MICLYN CORP., a California corporation, as General Partner

By *Kim A. Richardson*
Kimm A. Richardson, President

APPROVED AS TO CONTENT:

[Signature]
Planning Department

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney

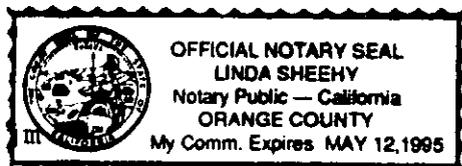
DESCRIPTION APPROVAL 7/19/91
[Signature] by *[Signature]*
SURVEYOR, CITY OF RIVERSIDE

NOTARY'S STATEMENT:

State of California)
County of Orange) SS.

On JULY 11, 1991, before me, LINDA SHEEHY, a Notary Public in and for said State, personally appeared Kimm A. Richardson (personally known to me / proved to me on the basis of satisfactory evidence) to be the President of MICLYN CORP., the corporation that executed the within instrument and known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument on behalf of said corporation, said corporation being known to me (or proved to me on the basis of satisfactory evidence) to be one of the partners of MR PROPERTIES, LTD., the partnership that executed the within instrument and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

Witness my hand and official seal.



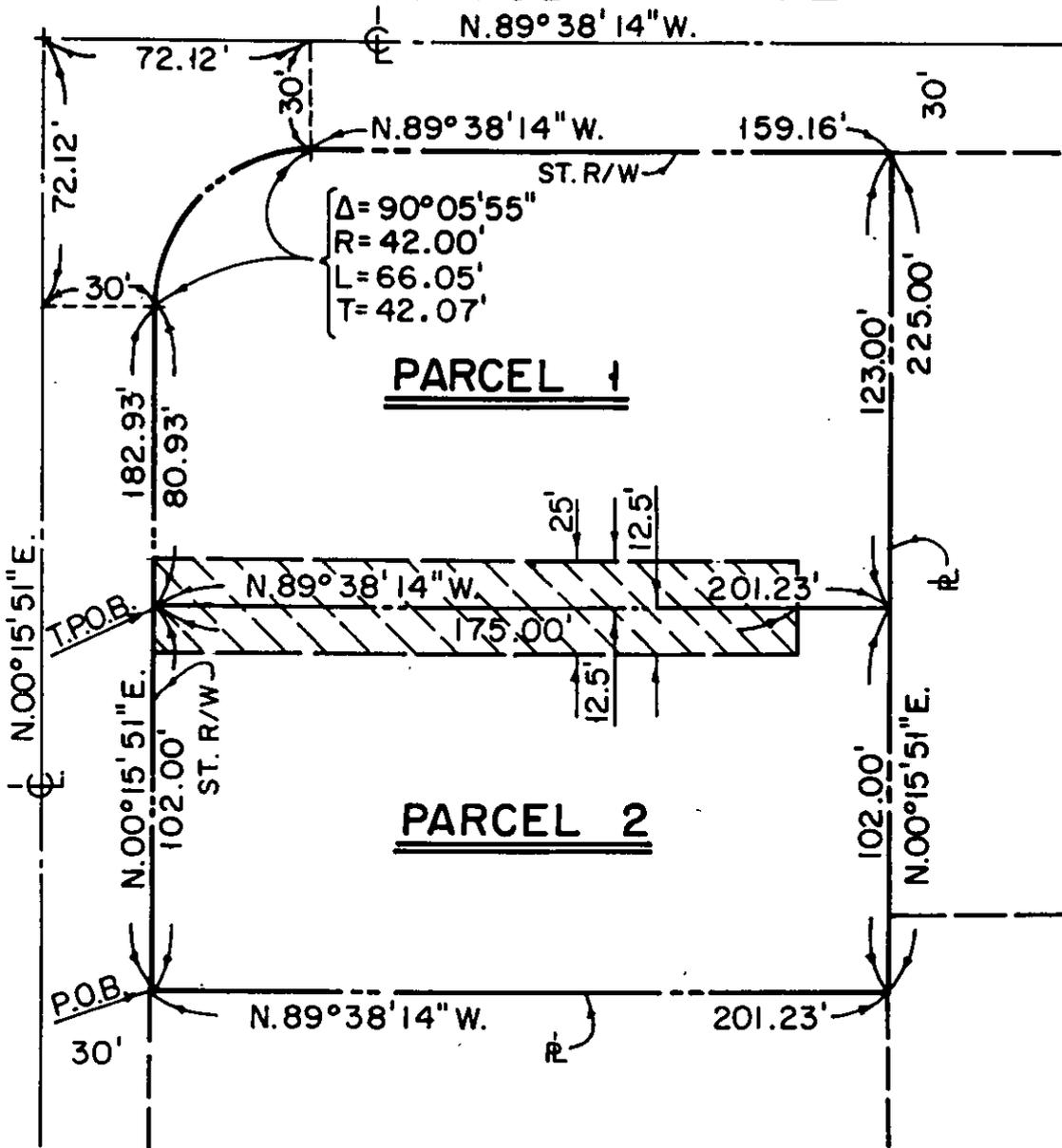
Linda Sheehy
Notary's Signature

BP/3197A/
7/8/91

ORANGEWOOD DRIVE

SCALE - 1" = 50'

RICKENBACKER AVENUE



PREPARED IN THE OFFICE OF:

JAMES J. BRENNAN INC.
 CONSULTING CIVIL ENGINEERS
 191 SOUTH ORANGE STREET
 ORANGE, CALIFORNIA 92666
 PHONE : (714) 997 - 2540

James J. Brennan
 JAMES J. BRENNAN
 R.C.E. - 20801 EXP. 9/30/93

6/3/91
 DATE