

268373

When Recorded Mail To:

City Clerk City of Riverside
City Hall
3900 Main Street
Riverside, California 91522

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

JUL 21 1992

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$14

Project: VAC-10-867

COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS

This Covenant and Agreement and Declaration of Restrictions is made and entered into this 12 day of July, 1992, by Park Atlanta West, a California limited partnership, the owner of record of the real property situated in the City of Riverside, County of Riverside, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

WHEREAS, upon application of the undersigned, the City of Riverside has agreed to vacate the easement established by document recorded April 3, 1970, as Instrument No. 31431, Official Records of Riverside County, and that portion of Lot C of Tract 3238 as shown by map on file in Book 53 of Maps at Pages 80 and 81 thereof, Records of Riverside County, California, not vacated by the City of Riverside by Resolution No. 11498, recorded May 7, 1970, as Instrument No. 42935 of Official Records of the County of Riverside; and

WHEREAS, the City of Riverside has required that provision be made for ingress, egress and access for public and private emergency and service vehicles for the Property; and

NOW, THEREFORE, the undersigned hereby covenants and agrees with the City of Riverside as follows:

1. Nonexclusive easements for ingress, egress and access for public and private emergency and service vehicles are hereby established over and across the Property, excluding therefrom those portions of the Property

currently developed or developed in the future with buildings constructed pursuant to building permits issued by the City of Riverside, or its successors.

2. Each easement provided for herein shall pass with the title to the Property, or any subdivision thereof, and every conveyance of an interest in the Property shall be deemed to have been made with reference to this Covenant and Agreement and Declaration of Restrictions. If any portion of the Property is conveyed, it shall be deemed to include the conveyance of the easements appurtenant to the portion of the Property being conveyed and the reservation of the easements situated within the portion being conveyed, including the reservation of any easements appurtenant to any portion of the Property retained by the owner making the conveyance.

3. As an obligation running with the land for the duration of the easements established herein, the undersigned, and its successors and assigns, shall continuously maintain the easements in a state of good repair and in a good, useable and safe condition, and repair the same as may be reasonably required by the City of Riverside.

4. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City of Riverside, its successors or assigns, or by any owner or tenant of any portion of the Property. In the event of any controversy, claim or action relating to this instrument or the breach thereof, the prevailing party shall be entitled to reasonable attorneys' fees, expert witnesses' fees and reasonable costs of suit.

5. This Covenant and Agreement and Declaration of Restrictions shall run with the land and shall be binding upon the undersigned, its successors and assigns, and shall continue in effect until such time as it is released by the City Council of the City of Riverside.

4. This Grant of Parking Easement and Reciprocal Access Easements is made and entered into for the purpose of complying with the condition of approval for development of Parcel 1 and Parcel 2 and shall not be extinguished or altered in any way by the parties hereto or their successors or assigns without the prior written consent of the City Council of the City of Riverside, duly recorded.

5. This Grant of Parking Easement and Reciprocal Access Easements shall run with the land and shall be binding upon the undersigned, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Parking Easement and Reciprocal Access Easements to be executed the day and year first written above.

PAW: PARK ATLANTA WEST, a California limited partnership,

By: Ray Magnon
Ray Magnon
A General Partner

By: James A. Harris
James A. Harris
A General Partner

PA-II: PARK ATLANTA II, a California limited partnership,

By: Park Atlanta Associates, a limited partnership, its general partner

By: Ray Magnon
Ray Magnon, its general partner

PAA: PARK ATLANTA ASSOCIATES, a limited partnership

By: Ray Magnon
Ray Magnon, its general partner

EXHIBIT A

The real property located in the County of Riverside, State of California, described as follows:

LOTS 3 AND 4 OF TRACT 3238, IN THE CITY OF RIVERSIDE, AS PER MAP RECORDED IN BOOK 53, PAGES 80 AND 81 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF LOT C (ALLEY) OF SAID TRACT NO. 3238, LYING EASTERLY OF THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID LOT 3, A PORTION OF SAID LOT C (ALLEY) BEING VACATED BY THE CITY COUNCIL OF THE CITY OF RIVERSIDE, RESOLUTION NO. 11498, RECORDED MAY 7, 1970 AS INSTRUMENT NO. 42935 OF OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE.