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Recorder: 39
Fees \$ 39

Project: Case PW-003-967

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39
11
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REAL PROPERTY COVENANT AND RECIPROCAL EASEMENT AGREEMENT

CIA 533

**REAL PROPERTY COVENANT AND RECIPROCAL
EASEMENT AGREEMENT**

This Real Property Covenant and Reciprocal Easement Agreement ("Agreement") is made and entered into this 28th day of October, 1996, by Springs Gateway Building Partnership, a California limited partnership ("Springs").

Recitals

A. Springs is the owner of three vacant parcels of real property located at 2724 Gateway Drive, City of Riverside, County of Riverside, California, more particularly described in Exhibit "A" attached hereto (the "Property").

B. Springs desires to adjust the lot lines between the three parcels and to divide the Property into two parcels, ("Parcel A" and "Parcel B", collectively the "Parcel" or "Parcels"), instead of three parcels, as depicted in Exhibit "B" attached hereto.

C. Parcel A consists of 5.446 acres, bounded on the south by Gateway Drive and on the west by Parcel B and is more particularly described in Exhibit "C" attached hereto.

D. Parcel B consists of 1.031 acres, bounded on the south by Gateway Drive, on the west by Valley Springs Parkway and on the east by Parcel A, and is more particularly described in Exhibit "D" attached hereto.

E. Springs has requested that the City of Riverside (the "City") waive their requirement that a parcel map be filed for this lot line adjustment.

F. As a condition to waiving the parcel map filing requirement and to approving the division of the Property into Parcel A and Parcel B, the City requires that Springs enter into this Agreement to assure each parcel of reciprocal rights to parking and access to public streets for ingress and egress.

Now, THEREFORE, in consideration of the City's agreement to waive its parcel map filing requirement, Springs hereby declares that the Property is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following covenants and easements.

ARTICLE I. DEFINITIONS

"Agreement"

1.01. The term "Agreement" means this Real Property Covenant and Reciprocal Easement Agreement, as it may be amended from time to time.

"Occupant"

1.02. The term "Occupant" means the Owner and any Person entitled at any time to the use and occupancy of any portion of a Parcel or Parcels under this Agreement or under any lease, license, concession agreement, or other instrument or arrangement.

"Owner"

1.03. The term "Owner" or "Owners" means Springs, or Springs' successor in interest to a Parcel or Parcels, as shown by the Official Records of the County of Riverside, State of California.

"Parcel" or "Parcels"

1.04. The term "Parcel" or "Parcels" shall mean Parcel A and/or Parcel B, as the context may require.

"Parking Areas"

1.05. The term "Parking Areas" shall mean the Parcel A Parking Area and the Parcel B Parking Area, as generally designated on Exhibit "E" attached hereto, as may be modified from time to time as allowed by law.

"Person"

1.06. The term "Person" means an individual or a partnership, firm, association, corporation, trust or any other form of legal or business entity.

"User"

1.07. The term "User" means all Persons who have been granted permission to use any portion of the Property, including the Owners, occupants, employees, service and other personnel, invitees, customers, agents, and contractors.

ARTICLE II. EASEMENTS**Parking and Access**

2.01. Each Owner shall have the following non-exclusive easements over, across and through the burdened Parcel:

(a.) For parking motor vehicles in those portions of the burdened Parcel designated as Parking Areas.

(b.) For ingress, egress, access and right of access by vehicular and pedestrian traffic over, across, in, and through those portions of the burdened Parcel from time to time designated as driveways and pedestrian walkways.

Nature of Easements

2.02. For purposes of the easements granted in paragraph 2.01 of this Agreement, the Parcel benefitted by each easement constitutes the dominant estate, and the Parcel burdened by each easement constitutes the servient estate. Each easement created in paragraph 2.01 of this Agreement is appurtenant to and for the benefit of the Parcel with the dominant estate. No easement may be transferred, assigned, or encumbered except as an appurtenance to the benefitted Parcel.

Owner's Rights Reserved

2.03. Each Owner hereby reserves the right to eject or cause the ejection from the Parking Area of Parcel A or Parcel B, as the case may be, of any Person or Persons, and to tow and remove, or cause to be towed and removed, the vehicle of any such Person or Persons, not authorized, empowered or privileged to use such Parking Area pursuant to this Agreement. Each Owner reserves the right to close off its Parking Area for such reasonable period or periods of time as may be necessary to repair and maintain the Parking Areas and as may be legally necessary to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to closing off any portion of the Parking Area, as herein provided, such Owner shall give written notice to the other Owners of its intention to do so, and shall coordinate such closing with the other Owner to minimize the interference with the use of the Parking Areas.

ARTICLE III. COVENANTS

Free Access

3.01. The Owner of each Parcel covenants that the Owner of the benefitted Parcel shall be unimpeded in their free access to the easement on the burdened Parcel, and that there shall be no fence, division, partition, rail or obstruction of any type or kind placed, kept, permitted or maintained by the Owner of either Parcel between the Parcel A Parking Area and the Parcel B Parking Area or upon or along the common property line thereof, and except as may be required minimally and temporarily at any time from time to time in connection with the maintenance and repair of the Parking Areas. The Owner of each Parcel is obligated to repair and maintain its own respective Parcel, including its own Parking Area, driveways, access to public streets and pedestrian walkways.

Restoration

3.02. In the event of any damage or destruction to a Parcel's Parking Area, whether insured or uninsured, the Owner of that Parking Area shall restore and repair that Parking Area with all due diligence as nearly as possible to at least as good a condition as it was and immediately prior to such damage or destruction.

ARTICLE IV. TERMINATION**Easement**

4.01. The easements created in Article II of this Agreement shall be terminated only upon the written consent of all then Owners of the Property and the Director of Planning of the City, or the Person succeeding to the duties of the Director of Planning.

Covenants

4.02. The covenants contained in this Agreement may be terminated or amended from time to time only upon written consent of the then Owners of the Property.

ARTICLE V. GENERAL PROVISIONS**Attorneys' Fees**

5.01. In the event of any action between the Owners for breach of or to enforce any provision or right under this Agreement, the unsuccessful Owner in such action shall pay to the successful Owner all costs and expenses expressly including, but not limited to, reasonable attorneys' fees incurred by the successful Owner in connection with such action.

Modification

5.02. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless same is in writing, signed by the Owners and recorded in the Official Records of Riverside County, California.

Exhibits

5.03. All Exhibits referenced in this Agreement and attached hereto are incorporated by reference in to this Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the date set forth below.

"SPRINGS"

Springs Gateway Building Partnership, a California limited partnership

By: Raymond Magnon
Raymond Magnon
Its General Partner

Executed this 28th day of OCTOBER, 1996

THIS AGREEMENT IS ACKNOWLEDGED AND AGREED TO on the date set forth below by the City of Riverside.

CITY OF RIVERSIDE

By: [Signature]

Its: Planning Director

Executed this 7th day of November, 1996

APPROVED AS TO FORM
[Signature]
ASST. CITY ATTORNEY

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF Riverside

On 11-15-96 before me, Rashell Calhoun, notary Public

personally appeared Raymond Magnon

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person (s) whose name ~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity~~(ies)~~, and that by his/~~her~~/~~their~~ signature~~(s)~~ 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.



Signature Rashell Calhoun

(Seal)

EXHIBIT "A"

Parcels 26, 27 and 29 of Parcel Map No. 19617, in the City of Riverside, County of Riverside, State of California, on file in book 128, pages 91 through 103 inclusive of Parcel Maps, records of Riverside County, California:

Excepting therefrom those portions of Parcel 26 as conveyed to the City of Riverside by document recorded November 26, 1986 as Instrument No. 302611 of Official Records of Riverside County, California.

DESCRIPTION APPROVAL 11/14/96
M. S. Brown by WF
SURVEYOR, CITY OF RIVERSIDE

458495

PAR. 30

PAR. 31

19617
P.M. 128191-103

PAR. 28

PAR. 29
MAP

50'

DELETED LINE

50'

DRIVE

PARCEL A
5.446 Ac.

PARCEL

PAR. 26

PAR. 27

PAR. 25

DELETED LINE

50'

50'

50'

50'

50'

50'

50'

5.19°02'33"E.
ADJUSTED LINE 290.73'

PARCEL B
1.031 Ac.

PREPARED BY:
J.F. DAVIDSON ASSOCIATES INC.
1777 ATLANTA AVE. *G-5
RIVERSIDE, CA. 92507

N.68°33'50"E. (R)
135.17'

S.14°15'48"E.
51.58'
S.59°56'15"W.
112.30'

S.75°44'12"W.
51.58'

R=3055.00' Δ=05°48'50" L=310.00'
Grant of Easement to the City
of Riverside Rec. 11/26/86 *302611.

55'

VALLEY SPRINGS PARKWAY

N.72°22'40"E. (R)

IN THE CITY OF RIVERSIDE, CALIFORNIA

PARCEL MAP WAIVER

AUGUST 1996

SCALE: 1"=100'

A.P.N.'s

291-440-001, 291-450-027 & 036

OWNER

SPRINGS GATEWAY BUILDING PARTNERSHIP
1650 SPRUCE ST. SUITE 400
RIVERSIDE, CA. 92507

W.O. 96 13356

EXHIBIT "B"

CIA 533

PARCEL "A"

Parcels 26, 27 and 29 of Parcel Map 19617, as shown by map on file in Book 128 of Parcel Maps at Pages 91 through 103 thereof, Records of Riverside County, California.

EXCEPTING THEREFROM that portion of said Parcels 26 and 27, described as follows:

Beginning at the most Westerly corner of said Parcel 26;

Thence N.68°33'50"E. along the Northwesterly line of said Parcel 26, a distance of 135.17 feet;

Thence S.19°02'33"E., a distance of 290.73 feet;

Thence S.14°15'48"E., a distance of 58.61 feet to the Southeasterly line of said Parcel 27;

The following three (3) courses being along the Southeasterly and Southwesterly lines of said Parcel 27 and the Southwesterly line of said Parcel 26;

Thence S.75°44'12"W., a distance of 112.30 feet;

Thence N.59°56'34"W., a distance of 32.13 feet;

Thence Northwesterly on a non-tangent curve concave Southwesterly, having a radius of 3055.00 feet, through an angle of 05°48'50", an arc length of 310.00 feet (the initial radial line bears N.74°22'40"E), to the Point of Beginning.

The above described parcel of land contains 5.446 acres more or less.

DESCRIPTION APPROVAL 11/19/96
Paul S. Brown
 SURVEYOR, CITY OF RIVERSIDE by WF

EXHIBIT "C"

PARCEL "B"

That portion of Parcels 26 and 27 of Parcel Map 19617, as shown by map on file in Book 128 of Parcel Maps, at Pages 91 through 103 thereof, Records of Riverside County, California, described as follows:

Beginning at the most Westerly corner of said Parcel 26;

Thence N.68°33'50"E. along the Northwesterly line of said Parcel 26, a distance of 135.17 feet;

Thence S.19°02'33"E., a distance of 290.73 feet;

Thence S.14°15'48"E., a distance of 58.61 feet to the Southeasterly line of said Parcel 27; the following three (3) courses being along the Southeasterly and Southwesterly lines of said Parcel 27 and the Southwesterly line of said Parcel 26;

Thence S.75°44'12"W., a distance of 112.30 feet;

Thence N.59°56'34"W., a distance of 32.13 feet;

Thence Northwesterly on a non-tangent curve concave Southwesterly, having a radius of 3055.00 feet, through an angle of 05°48'50", an arc length of 310.00 feet (the initial radial line bears N.74°22'40"E), to the Point of Beginning.

EXCEPTING THEREFROM that portion lying within that certain Grant of Easement to the City of Riverside for the construction and maintenance of road and public utilities, recorded November 26, 1986 as Instrument No. 302611, Official Records of Riverside County, California.

The above described parcel of land contains 1.031 acres, more or less.

DESCRIPTION APPROVAL 11/1/86
Amos B.
 SURVEYOR, CITY OF RIVERSIDE by WF

EXHIBIT "D"

