

DOC # 2000-055745

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Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

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



Project: LL-033-989

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FOR RECORDER' USE ONLY

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COVENANT AND AGREEMENT  
ESTABLISHING EASEMENTS FOR MUTUAL ACCESS  
PARKING AND UTILITIES

This COVENANT and AGREEMENT is made and entered into this 23<sup>RD</sup> day of December, 1999, by Allan Steward, Inc., a California corporation, and Corsair, LLC, a Nevada Limited Liability Company hereinafter referred to as "Declarants" with reference to the following facts:

- A. The Declarants are the fee owners of three (3) parcels of real property located in the City of Riverside, County of Riverside, State of California, hereinafter referred to as the "Property" and described as set forth in Exhibit "A" which is attached hereto and by this reference is incorporated as if fully set forth herein.
- B. This document is being recorded as a condition of approval imposed by the City of Riverside for Lot Line Adjustment LL-033-989 wherein three reconfigured parcels are being created. Said conditions of approval require that a mutual access, parking and utilities easement shall be recorded over the property subject to Planning and Legal Departments approval.
- C. Declarants intend by this document to comply with said condition imposed by the City of Riverside and to impose upon the Property mutually beneficial restrictions, conditions, covenants and agreements for the benefit of the future owners of all parcels of the Property, and for the same purpose to reserve and grant easements over the Property as set forth herein.

NOW, THEREFORE, Declarants hereby declare that the Property is and hereafter shall be held, conveyed, transferred, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the following declarations, limitations, covenants, conditions, restrictions, and easements, all of which are imposed as enhancing and protecting the value and attractiveness of the Property, and each Parcel thereof in accordance with the plan for the improvement of the Property, and to comply with certain conditions imposed by the City of Riverside for the approval of Lot Line Adjustment LL-033-989. All of the covenants, conditions, limitations, restrictions and easements shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the Property or portion thereof, and shall be binding and inure to the benefit of each successor and assignee in the interest of each such party. Any conveyance, transfer, sale, assignment, lease, or sublease made by Declarants of a Parcel of the Property shall be and hereby is deemed to incorporate by reference all of the provisions of this Covenant and Agreement including, but not limited to, all the covenants, conditions, restrictions, limitations, grants of easement, rights, rights of way and equitable servitudes contained herein.

1. Definitions. In addition to the definitions hereinbefore set forth, the following words or phrases when used in this Covenant and Agreement (except when the context otherwise requires) shall have the following definitions:
  - (a) "City" shall mean the City of Riverside, a municipal corporation of the State of California.
  - (b) "Owner" shall mean any person, whether an individual, corporation, association or otherwise, in which title to a Parcel is vested, as shown by the Official Records of Riverside County, California. Declarants shall be deemed the Owner of all unsold or retained Parcels until Declarants, their successors or assigns shall have executed or caused to be recorded in the Office of the County Recorder of Riverside County, California, an instrument of conveyance conveying the respective Parcel or Parcels. If more than one person is owner of a Parcel, then all such persons shall be jointly and severally liable for all obligations herein of the Owner of a Parcel.
  - (c) "Parcel" or "Parcels" shall mean the Parcel or Parcels of the Property hereinabove described.
  - (d) "Common Area" shall mean all the area of the Property other than building areas.



2. Easements Granted.

(a) Declarants hereby establish and grant nonexclusive permanent easements for pedestrian and vehicular access, ingress, egress and public and private utilities from any public street, including but not limited to Madison Street and Indiana Avenue over, under, along and across the Property for the use and benefit of an easement appurtenant to the Property. The exact locations of the easements shall be determined at the time of development of the Property and shall be located within the Common Area.

3. Barriers. No walls, fences, or barriers of any kinds shall be constructed or maintained on any portion of the Property, by any Owner, tenant or person which shall prevent or impair the use or exercise of any of the easements granted herein, or the free access and movement, including without limitation, of vehicular traffic on the property.

4. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Common Area to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarants that this document shall be strictly limited to and for the purposes herein expressed.

5. Non-Merger. This Covenant and Agreement shall not be subject to the doctrine of merger, even though the underlying fee ownership of the Property described herein or any parts thereof, is vested in one party or entity.

6. Effect of Covenant and Agreement. Any person who now or hereafter owns or acquires any right, title or interest in or to any of the Parcels 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 applicable easements described in Paragraph 2 hereof, whether or not any reference to this Covenant and Agreement is contained in the instrument by which such person acquired an interest in the Property.

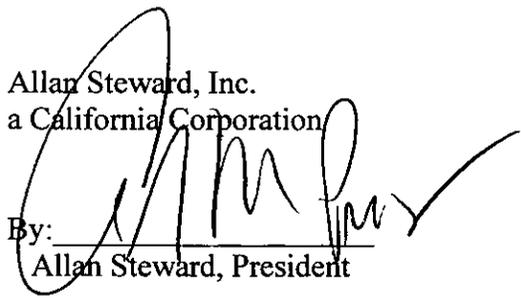


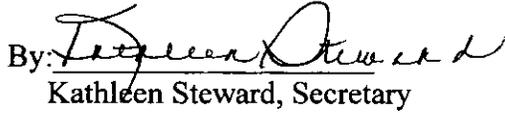
7. Mutuality, Reciprocity, Run with Land. All of the provisions contained herein are made for the direct, mutual and reciprocal benefit of all Parcels of the Property and create mutual, equitable servitudes upon each Parcel as the servient tenement in favor of the other Parcel as the dominant tenement and create reciprocal rights and obligations among the respective Owners of all 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 the Property and each Parcel thereof 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.
  
8. Enforcement. The terms of this Covenant and Agreement may be enforced by the City, its successors or assigns, and by any Owner, lessee, or tenant of any Parcel of the Property. Should the City or any Owner, lessee or tenant bring an action to enforce any of the terms of this Covenant and Agreement, the prevailing party shall be entitled to costs of suit including reasonable attorneys' fees.
  
9. Termination and Modification. Subject to the prior written approval of the Planning Director of the City of Riverside, this Covenant and Agreement, and any provision contained herein, may be terminated, modified or amended as to all of the Property or any portion thereof, upon the written consent of all the Owners of the Property. No such termination, modification or amendment shall be effective until there shall have been executed, acknowledged and recorded in the office of the Recorder of Riverside County, California, an appropriate instrument evidencing the same including the consent thereto by the City.



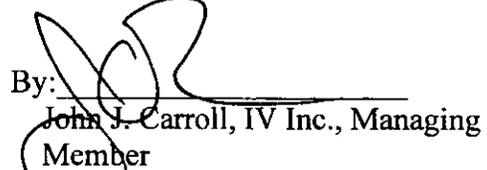
IN WITNESS WHEREOF Declarants have caused this Covenant and Agreement to be executed the day and year first above written.

Allan Steward, Inc.  
a California Corporation

By:   
Allan Steward, President

By:   
Kathleen Steward, Secretary

Corsair, LLC, a California  
Limited Liability Company

By:   
John J. Carroll, IV Inc., Managing  
Member

By: John J. Carroll its President

DATED: 12/23/99

APPROVED AS TO FORM:

  
Assistant City Attorney

APPROVED AS TO CONTENT

  
Planning Department



GENERAL ACKNOWLEDGEMENT

State of California  
County of Los Angeles ss

On December 23, 1999 before me Silvane R. Mann  
(date) (name)

a Notary Public in and for said State, personally appeared

John J. Carroll  
Name(s) of Signer(s)

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.

Silvane R. Mann  
Signature

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

- ( ) Attorney-in-fact
- ( ) Corporate Officer(s)

Title \_\_\_\_\_  
Title \_\_\_\_\_

- ( ) Guardian/Conservator
- ( ) Individual(s)
- ( ) Trustee(s)
- Other

Managing Member  
President

- ( ) Partner(s)
- ( ) General
- ( ) Limited

The party(ies) executing this document is/are representing:

\_\_\_\_\_  
\_\_\_\_\_

CERTIFICATE OF ACCEPTANCE  
(Government Code Section 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, California, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 18233 of said City Council adopted May 11, 1993, and the grantee consents to recordation thereof by its duly authorized officer.

Dated \_\_\_\_\_

\_\_\_\_\_  
Real Property Services Manager of the  
City of Riverside

3788mcoray.drb



GENERAL ACKNOWLEDGEMENT

OPTIONAL SECTION

State of California

County of San Bernardino<sup>ss</sup>

On Dec 17, 1999 before me Sammie Jaworski

a Notary Public in and for said State, personally appeared

Allan Steward and Kathleen Steward

CAPACITY CLAIMED BY SIGNER

- ( ) Attorney-in-fact
( ) Corporate Officer(s)

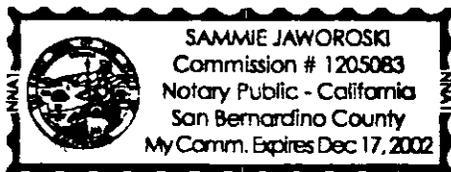
Title
Title

- ( ) Guardian/Conservator
( ) Individual(s)
( ) Trustee(s)
( ) Other

- ( ) Partner(s)
( ) General
( ) Limited

The party(ies) executing this document is/are representing:

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

Sammie Jaworski
Signature

CERTIFICATE OF ACCEPTANCE (Government Code Section 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, California, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 18233 of said City Council adopted May 11, 1993, and the grantee consents to recordation thereof by its duly authorized officer.

Dated

Real Property Services Manager of the City of Riverside

3788mooray.drb



ATTACHED FOR CLARITY

GENERAL ACKNOWLEDGEMENT

State of California }
County of \_\_\_\_\_ } ss

On \_\_\_\_\_, before me \_\_\_\_\_
(date) (name)

a Notary Public in and for said State, personally appeared

\_\_\_\_\_  
Name(s) of Signer(s)

[ ] 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

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

- ( ) Attorney-in-fact
( ) Corporate Officer(s)
Title \_\_\_\_\_
Title \_\_\_\_\_
( ) Guardian/Conservator
( ) Individual(s)
( ) Trustee(s)
( ) Other
( ) Partner(s)
( ) General
( ) Limited

The party(ies) executing this document is/are representing:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, a Municipal Corporation of the State of California, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 18233 of said City Council adopted May 11, 1993, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

CITY OF RIVERSIDE

\_\_\_\_\_  
Real Property Services Manager  
of the City of Riverside





**Canty Engineering Group, Inc.**

CIVIL ENGINEERING PLANNING SURVEYING

www.cantyeng.com

January 27, 2000

W.O. 1105-001

**EXHIBIT "A"**  
**ADMINISTRATIVE**  
**LOT LINE ADJUSTMENT No. LL-033-989**

Property of: CORSAIR, LLC, a Nevada Limited Liability Company

**PARCEL "A"**

Lots 63 and 64 of Madison Park as shown by map on file in Book 14 of Maps at Pages 82 and 83 thereof, Records of Riverside County, California.

**EXCEPTING THEREFROM** the Northeasterly 181.00 feet thereof.

**ALSO EXCEPTING THEREFROM** those portions as conveyed to the City of Riverside by Deeds recorded October 6, 1961 as instrument no. 86000; recorded September 15, 1989 as instrument no. 318806; recorded June 28, 1996 as inst. no. 241208, described as Parcel 3; recorded January 27, 2000 as inst. no. 29803; recorded January 27, 2000 as inst. no. 29804; and recorded January 27, 2000 as inst. no. 29805, all being Official Records of Riverside County, California.

**ALSO EXCEPTING THEREFROM** that portion of said Lot 63, lying Northwesterly of the Riverside Water Company Canal.

Property of: ALLEN STEWARD, INC., a California corporation

**PARCEL "B"**

The Southwesterly 90.00 feet of the Northeasterly 181.00 feet of Lots 63 and 64 of Madison Park as shown by map on file in Book 14 of Maps at Pages 82 and 83 thereof, Records of Riverside County, California.

**EXCEPTING THEREFROM** those portions as conveyed to the City of Riverside by Deeds recorded September 15, 1989 as instrument no. 318806; recorded June 28, 1996 as inst. no. 241208, described as Parcel 4 and Parcel 10; and recorded January 27, 2000 as inst. no. 29805, all being Official Records of Riverside County, California.



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Page 2  
Exhibit "A"

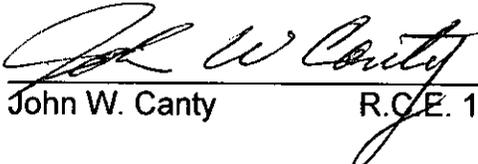
**PARCEL "C"**

The Northeasterly 91.00 feet of Lots 63 and 64 of Madison Park as shown by map on file in Book 14 of Maps at Pages 82 and 83 thereof, Records of Riverside County, California.

**EXCEPTING THEREFROM** those portions as conveyed to the City of Riverside by Deeds recorded September 15, 1989 as instrument no. 318805; and recorded June 28, 1996 as inst. no. 241208, described as Parcel 4 and Parcel 10, both being Official Records of Riverside County, California.



**CANTY ENGINEERING GROUP, INC.**  
Prepared under the supervision of:

  
\_\_\_\_\_  
John W. Canty R.C.E. 17550

2/1/00  
\_\_\_\_\_  
Date



2000-055745  
02/15/2000 08:00A  
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C/A 662

# ADMINISTRATIVE LOT LINE ADJUSTMENT No. LL-33-989

BEING A PORTION OF LOTS 63 AND 64 OF MADISON PARK PER  
M.B. 14/82-83, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

JANUARY 2000

SCALE: 1" = 60'

OWNER: (Parcel "A")  
CORSAIR, LLC  
9171 Wilshire Blvd.  
Beverly Hills, CA 90210

OWNER: (Parcels "B" & "C")  
ALLEN STEWARD, INC.  
104 East State Street, Suite Q  
Redlands, CA 92373

A.P.N.'s  
230-291-008, 009 & 040



PREPARED BY:  
CANTY ENGINEERING GROUP, INC.  
2020 IOWA AVENUE, SUITE 102  
RIVERSIDE, CA 92507

