

WHEN RECORDED, RETURN TO:
CITY OF RIVERSIDE, 3900 MAIN STREET
RIVERSIDE, CA 92522
ATTN: CITY ENGINEER

88504

RECEIVED FOR RECORD
At Request of
CITY OF RIVERSIDE

Book 1984, Page 88504

APR 27 1984

Recorded in Official Records
of Riverside County, California

William J. Somby
Recorder
Fees \$ 1

AGREEMENT
MAINTENANCE OF ROADWAY

The within document sets forth agreements, covenants, standards and restrictions relating to the maintenance of a roadway which provides access from Hawarden Drive, Riverside, California to five parcels of real property. The parties herein own all of the property which touches upon and surrounds such roadway. These parties are ROGER M. ANDERSON and CONNIE C. ANDERSON (hereinafter collectively referred to as "ANDERSON") and LARRY K. REYNOLDS (hereinafter referred to as "REYNOLDS").

DESCRIPTION APPROVAL
of *William J. Somby*
Recorder
City

RECITALS

1. ANDERSONS are the record owners of four (4) parcels of contiguous real property located in the City and County of Riverside, State of California, more particularly described as follows:

Parcels 1 through 4 of Parcel Map 17887, as shown by map on file in Book 121 of Parcel Maps, at pages 51 and 52 thereof, Records of Riverside County, California.

Said parcels will herein be respectively referred to as "Parcel 1", "Parcel 2", "Parcel 3", or "Parcel 4".

2. REYNOLDS is the record owner of one (1) parcel of real property located in the City and County of Riverside, State of California, more particularly described as follows:

Parcel 1, as shown by Parcel Map on file in Book 17 of Parcel Maps at Page 87 thereof, official Records of Riverside County, California.

Said property is herein referred to as "Parcel 5".

3. A roadway exists commencing at Hawarden Drive, Riverside, California which provides exclusive access to Parcels 1 through 4, inclusive, and which will provide non-exclusive access to Parcel 5. Such roadway (herein "Roadway") is identified on Parcel Map 17887 without reference to Parcel 5. However, after the recordation of Parcel Map 17887 in the official records of Riverside County, California, a lot line adjustment will be accomplished that will provide for Parcel 5 to have a portion of its' boundry being coexistent with a part of the centerline of the Roadway. The Roadway is more particularly described as follows:

All those portions of Parcels 1, 2, 3, and 4 of Parcel Map 17887 as shown by Map on file in Book 121 of Parcel Maps, at pages 51 and 52, records of Riverside County, California, being a strip of land 24.00 feet in width, lying 12.00 feet on each side of the following described centerline:

Beginning at the most easterly corner of said Parcel 3;

Thence northwesterly along the line common to said Parcel 2 and said Parcel 3, N 67°42'00" W, 58.00 feet to the beginning of a tangent curve to the left of 133.00 feet radius;

Thence westerly along the arc of said curve through a central angle of 51°12'00" for a distance of 118.85 feet to the beginning of a reverse curve to the right of 89.00 feet radius, from which point the radius point bears N 28°54'00" W;

Thence northwesterly along the arc of said curve through a central angle of 113°18'00" for a distance of 175.99 feet to the beginning of a reverse curve to the left of 189.00 feet radius, from which point the radius bears S 84°24'00" W;

Thence northwesterly along the arc of said curve through a central angle of 54°59'09" for a distance of 181.38 feet to the most northerly corner of said Parcel 3;

Thence leaving the line common to said Parcel 2 and Parcel 3, continuing westerly along the arc of the last described curve through a central angle of 46°12'51" for a distance of 152.45 feet to the beginning of a reverse curve to the right of 87.00

DESCRIPTION APPROVAL
W. Walker
 Surveyor

88504

feet radius, from which point the radius point bears N 16°48'00" W;

Thence northwesterly along the arc of said curve through a central angle of 84°18'00" for a distance of 128.00 feet to the beginning of a reverse curve to the left of 450.00 feet radius, from which point the radius point bears S 67°30'00" W;

Thence northwesterly along the arc of said curve through a central angle of 17°42'00" for a distance of 139.02 feet to the beginning of a reverse curve to the right of 152.83 feet radius, from which point the radius point bears N 49°48'00" E;

Thence northeasterly along the arc of said curve through a central angle of 48°14'18" for a distance of 128.67 feet to the southeasterly line of Lot "A", Hawarden Drive, as shown on said Parcel Map 17887, recorded as aforesaid.

The sidelines of said private driveway shall be prolonged or shortened as required so as to terminate the southerly end at the northerly line of Parcel 4 and the northerly end at the southeasterly line of Lot "A", Hawarden drive, as said Parcel and Lot are shown on said Parcel Map 17887.

Together with those portions of said Parcels 3 and 4 more particularly described as follows:

Beginning at the most easterly corner of said Parcel 3;

Thence N 60°24'10" E, along the southeasterly line of said Parcel 2 of Parcel Map 17887, recorded as aforesaid, 15.25 feet;

Thence S 67°42'00" E, 20.00 feet;

Thence S 22°18'00" W, 24.00 feet;

Thence N 67°42'00" W, 25.00 feet;

Thence S 22°18'00" W, 50.00 feet

Thence N 67°42'00" W, 30.00 feet

Thence N 22°18'00" E, 50.00 feet;

Thence S 67°42'00" E, 16.17 feet to the easterly line of said Parcel 3;

Thence N 60°24'10" E, 15.25 feet to the Point of Beginning.

DESCRIPTION APPROVAL

W. Walker
Surveyor

88504

5. As a condition precedent to approving Parcel Map 17887, the City of Riverside, California (herein "City") has requested that certain conditions, standards and restrictions be included herein, and which will operate directly or indirectly for its' benefit.

6. The parties desire by the within agreement to provide standards for the continued maintenance and upkeep of the Roadway from and after the effective date hereof, and which will also bind and innure to the benefit of their assigns and successors in interest.

NOW, THEREFORE, intending to legally bind their heirs, assigns and successors in interest of whatever nature and character, the parties hereto do enter into the following agreement:

ROAD MAINTENANCE AGREEMENT

A. PURPOSE OF AGREEMENT: The purpose of the within agreement is to set forth the rights and responsibilities between the parties hereto, and all their successors in interest in Parcels 1 through 5, inclusive, relative to the maintenance, repair and upkeep of the Roadway. In addition, the obligations of the parties and their successors in interest which inure unilaterally in favor of the City shall be specified. The within document shall be recorded in the Official Records of Riverside County and shall bind the owners, heirs, assigns, and successors in interest of whatever nature and character of said Parcels 1 through 5.

B. MUTUAL RESTRICTIONS - EASEMENTS: Parcels 1 through 5, inclusive, are each hereby burdened by reciprocal easements in favor of, and for the common benefit of, all of said Parcels. The mutual easements are in the form of the established Roadway constructed for the purposes of providing a means of ingress and egress to each

C/A-111

88504

benefited Parcel and in addition to provide a right-of-way location for private water lines and other utilities which may now, or at any time in the future, service any paarcel.

C. STANDARD OF MAINTENANCE: The Roadway has been improved with asphaltic concrete pavement, 24 feet in width, at a maximum gradient of 15% at any place thereon. The Roadway, with its' pavement and any appurtenant drainage structure shall be maintained in the same basic condition as when new, ordinary wear and tear excepted, and in conformity with the various applicable building codes of the City which governed the original construction of said Roadway. In any event, the Roadway shall be maintained and repaired and replaced (to any extent necessary) so as to be passable at all times as a means of ingress and egress to and from all described Parcels.

1. Increased Standard: Contributions to pay for any repair, maintenance or replacement of the Roadway shall only be required to the extent necessary to maintain the standards set forth in this Paragraph C. Any increase in the standard of maintenance shall not be accomplished by any owner without first obtaining the express written consent of all owners of the remaining Parcels.

D. INUREMENT OF BENEFITS TO CITY: As a condition precedent to approving Parcel Map 17887, the City has required that an agreement be made that will ensure that certain standards of maintenance will at all times be met and which agreement will be binding upon all present and future owners of the Parcels. Accordingly, ANDERSON and REYNOLDS, for themselves as well as any of their heirs, assigns and successors in ownership interest of the Parcels, do hereby agree that at all times the Roadway shall be maintained according to the standards set forth heretofore, and that the City may bring direct legal action against the then owners of the

C/A-11-5

88504

Parcels to enforce those owners' obligations under the terms hereof, and in such event, the prevailing party in such litigation shall be entitled to reasonable attorney fees and court costs. The obligations of the owners of the Parcels in favor of the City shall continue unabated unless and until the City may release its' interest.

E. OBLIGATION OF CONTRIBUTION: The owners of the Parcels which benefit from the Roadway shall be the parties liable for contribution for its' maintenance.

1. Extraordinary Burden: The Roadway provides ingress and egress to all of the Parcels, several of which are undeveloped at the present time. As development progresses, the burden on the use of the road, especially during construction, will increase, and such is to be allowed. However, the owner of any Parcel who causes, directly or indirectly, any excess or extraordinary use of the Roadway shall be fully liable to return the Roadway to a usable condition which meets the standards set forth in Paragraph C hereof and the owners of the other Parcels shall not be obligated to pay any portion of such costs. The type of excessive burden contemplated herein is the type that will most probably (but not necessarily) cause visible damage to the Roadway; e.g. bulldozer tracks; trenching etc.

F. CONTRIBUTION: Each owner of Parcels 1 through 5, inclusive, shall fully cooperate with all other owners of the Parcels to ensure that any necessary repair is done to the Roadway and that said owner pays the applicable portion of the necessary costs. For purposes of the within Agreement, the applicable contribution to be made by any owner of any Parcel shall depend on the location on the Roadway where the maintenance is required. The portion of the Roadway from Hawarden Drive to where it crosses the common property line between Parcel 1 and Parcels 2 and 3, shall be referred to as "Road 1" and the remainder of the Roadway shall be referred to as "Road 2". Any costs incurred for the maintenance, repair,

88504

replacement or upkeep of the Roadway shall be contributed by the owners of the Parcels in the fractional portion set forth and determined as follows:

	<u>Road 1 Maintenance Contribution</u>	<u>Road 2 Maintenance Contribution</u>
Parcel 1	3/10	-0-
Parcel 2	1/6	1/3
Parcel 3	1/6	1/3
Parcel 4	1/6	1/3
Parcel 5	1/5	-0-

For example: Assume that a maintenance item costing \$600.00 needs to be done on Road 1 exclusively and does not involve Road 2. The owners of Parcels 1 through 5 would contribute \$180.00, \$100.00, \$100.00, \$100.00, and \$120.00 respectively. If the same maintenance occurs exclusively on Road 2, the contributions would be \$0.00, \$200.00, \$200.00, \$200.00 and \$0.00 respectively. Lastly, if such maintenance item were to occur on both Road 1 and 2, a determination would have to be made apportioning the maintenance costs between Road 1 and Road 2 in an equitable manner at which time the fractional portions to be paid by each owner would be computed for each Road.

G. DESIGNATION OF RESPONSIBLE PARTY - DUTIES: All of the owners of Parcels who would be deemed liable to contribute to the upkeep and maintenance of the Roadway as of the first day of January of each year shall elect one of their number to be responsible for ensuring that any required maintenance during the ensuing calendar year is accomplished, and that individual shall be the one to whom all of the other contributors shall pay their portion of maintenance

88504

monies as called for under the terms hereof. The person set forth herein shall be chosen no later than January 31 of each year in any manner mutually convenient to the parties who are obligated to contribute to the maintenance of the Roadway and shall serve until the election of his or her successor, but in no event greater than a one-year period. In any case where a Roadway maintenance repair is required, but the cost of such repair (in conformity with paragraphs C and F hereof) would not cost in excess of Three Hundred Dollars (\$300.00), then the person responsible for insuring that the road is maintained may proceed to take whatever steps he or she deems appropriate to see that the maintenance and/or repair is accomplished. In the event that maintenance or repair of the Roadway in question is required, and the cost of doing such (in conformity with paragraphs C and F hereof) exceeds the sum of Three Hundred Dollars (\$300.00), then the person responsible for arranging for that repair or maintenance shall get three (3) competitive bids for the accomplishment of such maintenance and repair; all bids to be from competent and competitive businesses. The lowest of the three (3) bids shall be that chosen by the responsible party to perform the maintenance or repair involved.

1. Failure or Absence of Responsible Member: In the event that there is a failure to chose a responsible member or there is an absence of that member or refusal of that member to so act in order to keep the Roadway described herein adequately maintained, then any other contributing party shall have the right to arrange for the necessary maintenance after giving ten (10) day written notice to all of the other parties who are to contribute together with an estimate of the cost of such repair. The owners of the Parcels who are required to contribute under the terms hereof shall make their contribution forthwith upon being notified of the amount thereof. The manner and method for making such repair shall be in conformity with paragraph G hereof.

C/A-111

88504

H. FAILURE TO MAKE CONTRIBUTION: In the event that there is a failure to make any contribution as called for under the terms hereof by any party responsible therefor, and such failure to make payment continues for a period of ten (10) days after demand is made by the particular responsible party, then the remaining parties who are obligated to contribute under the terms hereof shall pay the non-contributing party's share and shall be entitled to a lien against the non-contributing party's Parcel which abuts the Roadway and which is to be maintained under the terms hereof, and the parties who have contributed the non-contributing party's share shall have a Mechanic's Lien relative thereto, which may be foreclosed upon under the laws of the State of California. Said Mechanics Lien shall be deemed to arise at the time the maintenance or repair is completed. Any contributions not paid within ten (10) days after demand is made shall bear interest at the rate of fifteen percent (15%) per annum from the due date for such, unless such rate is at that time usurious, in which event the applicable rate shall be the maximum which would be permitted by law at the time of failure to make the contribution.

I. MAINTENANCE RESPONSIBILITIES TAKEN OVER BY MUNICIPALITY: Should the Roadway be dedicated to, and accepted by, the City at any time in the future, it is expressly understood and agreed that the terms of the within Agreement shall become immediately null and void, and none of the successors in interest of the parties hereto shall have any responsibilities under the terms hereof thereafter.

J. ATTORNEY FEES: In the event legal action is commenced to enforce any of the terms of the within document by one contributing party or a group of contributing parties against another, the

88504

prevailing party in such litigation shall be entitled to reasonable attorney fees and Court costs.

K. COVENANT RUNNING WITH THE LAND: The covenants and promises contained herein shall be considered covenants "running with the land", and accordingly, shall bind and inure to the benefit of the heirs, successors in interest, purchasers and any other third person, firm or entity acquiring any of the property described in the "Recitals" portion of the within Agreement.

Dated: September 14, 1983

Larry K. Reynolds
LARRY K. REYNOLDS

Roger M. Anderson
ROGER M. ANDERSON

Connie C. Anderson
CONNIE C. ANDERSON

State of California)
) ss.
County of Riverside)

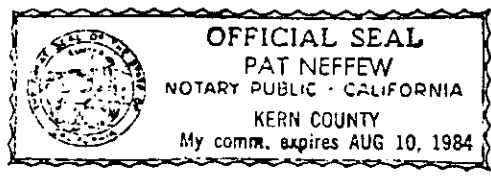
On September 19, 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared LARRY K. REYNOLDS, known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within document and he acknowledged to me that he executed the same.



Cynthia K. Hemmelgarn
Notary Public

State of California)
) ss.
County of Kern)

On September 14, 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ROGER M. ANDERSON and CONNIE C. ANDERSON, known to me, or proved to me on the basis of satisfactory evidence, to be the persons who executed the within document and each acknowledged to me that they executed the same.



Pat Neffew
Notary Public

APPROVED AS TO FORM
Barbara L. ...
Notary Public