

WHEN RECORDED MAIL TO:

City Clerk
City of Riverside
City Hall, 3900 Main Street
Riverside, CA 92522

Project: 56 Sycamore Canyon
P14-0517
APNS; 263-050-074

2016-0272548

07/01/2016 11:10 AM Fee: \$ 58.00

Page 1 of 7

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



9	ISS				R	A	Exam:	218	
Page	DA	PCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC
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SIZE	NCOR	SMF	NCHG	T:					

COVENANT AND AGREEMENT AND
GRANT OF EASEMENT

79

This Covenant and Agreement and Grant of Easement ("Covenant") is made and entered into this 21st day of JUNE 2016, by 56 Sycamore Canyon Partnership L.P., a California limited partnership, a 1% undivided interest and Jack M. Langson as Trustee of the Jack M. Langson Living Trust u/a dated 1/1/09, a 99% undivided interest (collectively "Declarant"), with reference to the following facts:

A. Declarant is the fee owner of that certain real property (the "Property") located in the City of Riverside, County of Riverside, State of California, described in the attached Exhibit "D" which incorporated herein and made a part hereof.

B. An application has been filed by the Declarant with the City of Riverside ("City") under Case No. P14-0517 for the development of the Property.

C. As a condition to the approval by the City in Case No. P14-0517 Declarant is required to prepare and record a covenant and agreement which places a portion of the Property in a natural open space easement and prohibits any buildings, fencing, structures or non-native vegetation in the easement.

NOW, THEREFORE, for the purpose of complying with the conditions imposed by the City for the approval of the Case No. P14-0517, Declarant hereby covenants and agrees that the Property is, and shall hereafter be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, improved, used and occupied subject to the following declarations, limitations, covenants, conditions and restrictions:

1. Declarant hereby establishes, grants, conveys and reserves an open space easement, including public access to existing trails, over all that portion of the Property described and depicted in Exhibits "A" and "B" attached hereto and incorporated herein by reference. No buildings, fencing, structures or non-native vegetation shall be permitted within said easement area. Furthermore, Declarant agrees to keep that portion of the southeastern parking lot entry from Sycamore Canyon Boulevard, as shown in Exhibit "C" attached hereto and incorporated herein by reference, clear of an access gate or other barrier within the first seventy five (75) feet of the right of way line of Sycamore Canyon Boulevard.

2. This Covenant 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.

3. Subject to the prior written approval of the City, by its Parks Director, any provision contained herein, may be terminated, modified or amended as to all of the Property or any portion thereof. 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.

4. Any person, whether an individual, corporation, association, partnership, or otherwise, who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property shall be deemed to have consented and agreed to the restrictions on the use of the Property as set forth herein above.


5. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City, and its successors and assigns. Should the City bring an action to enforce any of the terms of this Covenant and Agreement and Declaration of Restrictions, the prevailing party shall be entitled to court costs, including reasonable attorneys' fees.

6. This Covenant and Agreement and Declaration of Restrictions shall run with the land and each and all of its terms shall be binding upon Declarant, its heirs, successors, and assigns, and shall continue in effect until such time as released by the Parks Director of the City, or its designee, by a writing duly recorded.


IN WITNESS WHEREOF, Declarant has caused this Covenant and Agreement and Declaration of Restrictions to be executed as of the day and year first written above.

56 Sycamore Canyon Partnership L.P.,
a California limited partnership

By: Investment Building Group
a California corporation
general partner


By: Jack M. Langson
Its: President

APPROVED AS TO FORM


Kristi J. Smith
Chief Assistant City Attorney

Jack M. Langson Living Trust
u/a dated 1/1/06


By: Jack M. Langson
Its: Trustee

APPROVED AS TO CONTENT


Adolfo Cruz
Parks, Rec., & Community Svcs. Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

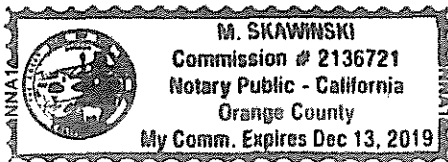
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of ORANGE)
On 6-21-16 before me, M. SKAWINSKI, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared JACK M. LANGSON
Name(s) of Signer(s)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature M. Skawinski
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document COVENANT AND AGREEMENT AND GRANT
Title or Type of Document: OF EASEMENT Document Date: 6-21-16
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: JACK M. LANGSON
 Corporate Officer — Title(s): PRESIDENT
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: 56 SYCAMORE CANYON PARTNERSHIP L.P.

Signer's Name: JACK M. LANGSON
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: JACK M. LANGSON LIVING TRUST

EXHIBIT "A"

That portion of Parcel 4 of Parcel Map, as shown by map on file in Book 18 of Parcel Maps at page 70, Records of Riverside County, California, lying within the northeast quarter of Section 9, Township 3 South, Range 4 West, San Bernardino Base and Meridian, described as follows:

BEGINNING at the southwest corner of said Parcel 4;

Thence North 00°21'47" West along the westerly line of said Parcel 4, a distance of 544.14 feet to a point thereon;

Thence South 83°34'39" East, a distance of 302.18 feet;

Thence South 27°21'43" East, a distance of 119.94 feet;

Thence North 88°14'39" East, a distance of 86.29 feet;

Thence South 74°46'51" East, a distance of 71.09 feet;

Thence South 54°47'08" East, a distance of 110.87 feet;

Thence South 72°24'28" East, a distance of 74.75 feet;

Thence South 35°05'29" East, a distance of 301.87 feet;


Thence South 70°02'53" East, a distance of 122.38 feet to a point on the southerly line of said Parcel 4;

Thence South 89°15'05" West along said southerly line, a distance of 957.30 feet to the **POINT OF BEGINNING**.

Containing 7.53 acres, more or less.

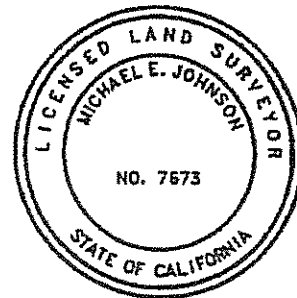
SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION


Michael E. Johnson, L.S. 7673

4/26/16
Date

Prepared By: ML
Checked By: ML

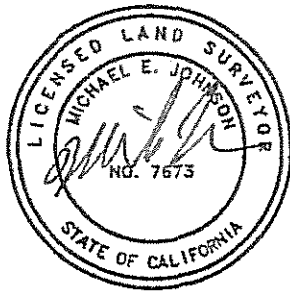
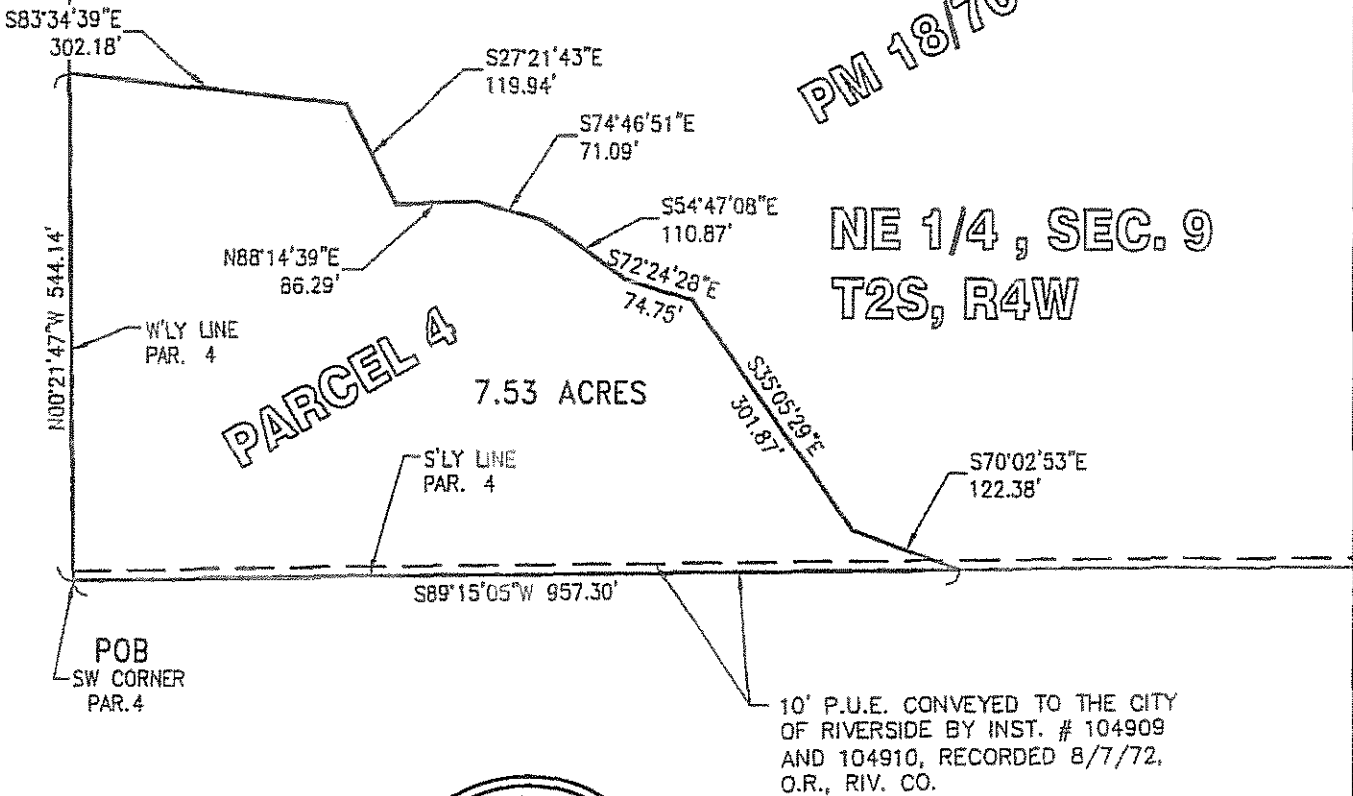
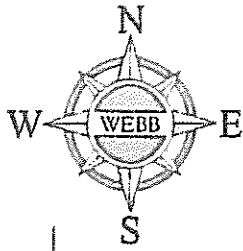


DESCRIPTION APPROVAL:

BY: 
DATE: 6/20/16

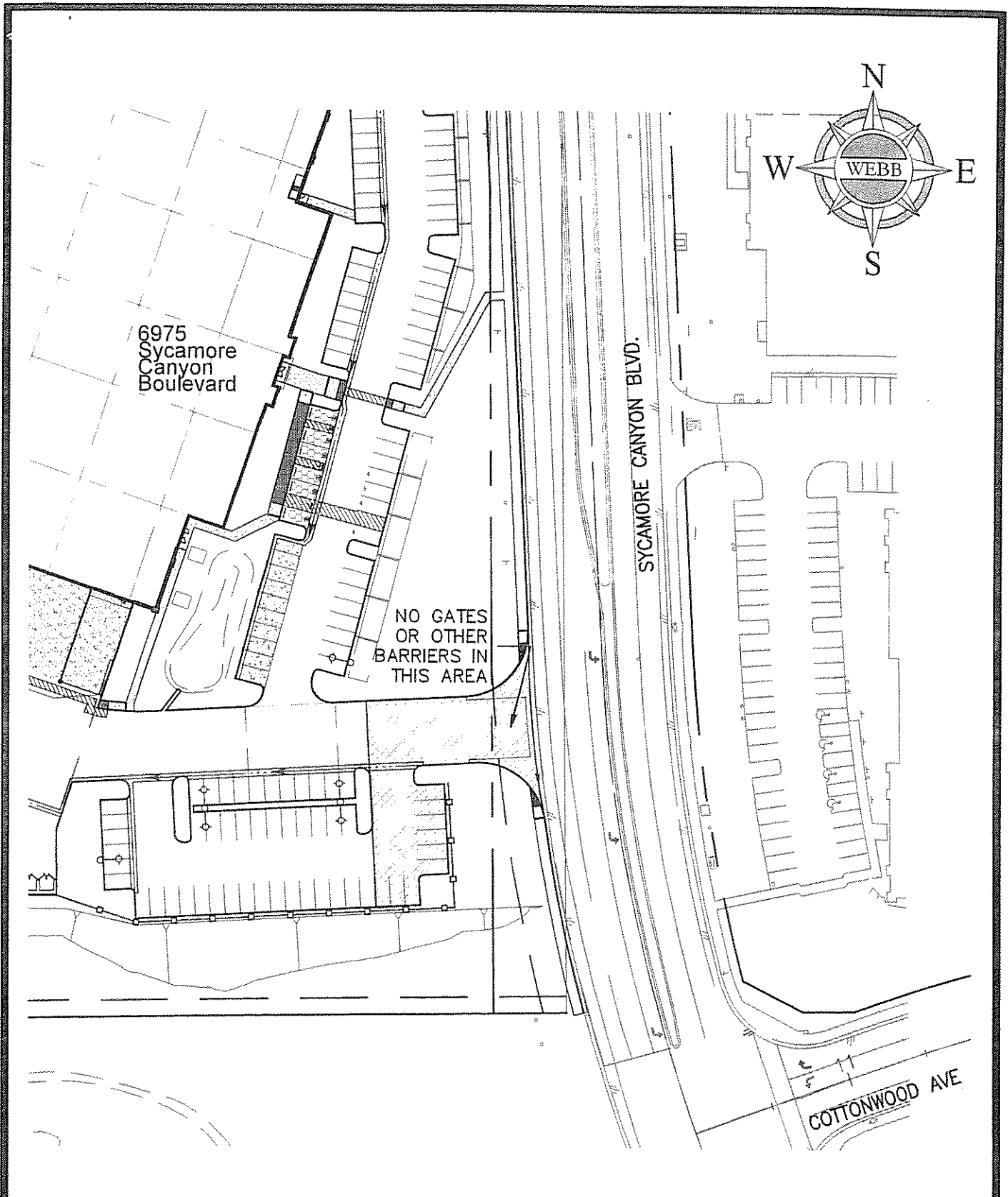
FOR: CURTIS C. STEPHENS, L.S. 7519
CITY SURVEYOR

EXHIBIT "B"



SEC. 9, T3S, R4W, SBM

<p>ALBERT A. WEBB ASSOCIATES</p>	<p>CITY OF RIVERSIDE</p>		
<p>G:\2014\14-0095\Drawings\Mapping\Open Space Easement\14-0095MP.dwg 4/27/2016 1:45 PM</p>			
<p>THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.</p>	<p>SHEET 1 OF 1</p>	<p>W.O. 14-0095</p>	
<p>SCALE: 1"=200'</p>	<p>DRWN BY CHKD BY <u>AW</u></p>	<p>DATE DATE <u>4/27/16</u></p>	<p>SUBJECT: OPEN SPACE EASEMENT C/A-1249</p>



CITY OF RIVERSIDE	EXHIBIT C	DESIGNED: LH
SYCAMORE CANYON	ALBERT A. WEBB ASSOCIATES	CHECKED: DATE: 4/21/16 SCALE: 1"=80'
ENGINEERING CONSULTANTS 3788 McCRAY STREET RIVERSIDE CA. 92506 PH. (951) 686-1070 FAX (951) 788-1256		

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C/A-1249

EXHIBIT "D"

LEGAL DESCRIPTION - PROPERTY

**PARCEL 4 OF PARCEL MAP NO. 0162 ON FILE IN BOOK 18 PAGE 70 OF PARCEL
MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.**

APN: 263-050-074-3

DESCRIPTION APPROVAL:

BY:  6/30/16
DATE

**FOR: CURTIS C. STEPHENS, L.S. 7519
CITY SURVEYOR**