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Recording requested by
LANNERS TITLE

and when recorded mail to:

58 Magnolia Partnership L.P.
c/o Investment Building Group
5100 Campus Drive, Suite 300
Newport Beach, CA 92260

DOC # 2018-0105193
03/21/2018 08:51 AM Fees: \$132.00
Page 1 of 12
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

**This document was electronically submitted
to the County of Riverside for recording**
Receipted by: CAROL #914

Space above this line for Recorder's use.

COVENANTS, CONDITIONS AND RESTRICTIONS

These Covenants, Conditions and Restrictions are hereby made as of October 15, 2017 by 58 Magnolia Partnership L.P., a California limited partnership ("58 Magnolia Partnership").

RECITALS

- A. 58 Magnolia is the owner of certain real property in the City of Riverside, County of Riverside, State of California described in Exhibit A ("Property").
- B. 58 Magnolia plans to record a parcel map ("Parcel Map") to subdivide the Property substantially consistent with Parcel Map 34605 shown in Exhibit B.
- C. 58 Magnolia Partnership desires to establish hereby, private ingress/egress easements over and across those portions of Parcels 1 through 7 of Parcel Map 34605 as depicted on Exhibit "C" attached hereto and incorporated herein by reference.
- D. 58 Magnolia Partnership desires to establish hereby, private easements for storm drain purposes and for detention basin purposes over and across those portions of Parcels 1 through 6 of Parcel Map 34605 as described on Parcel Map 34605 and incorporated herein by reference.
- E. 58 Magnolia Partnership desires to establish hereby, private easements for water purposes across those portions of Parcels 2, 3, 4 and 6 of Parcel Map 34605 as described on Parcel Map 34605 and incorporated herein by reference.

F. 58 Magnolia Partnership desires to establish hereby, a private easement for building maintenance purposes across those portions of Parcel 5 of Parcel Map 34605 as described on Parcel Map 34605 and incorporated herein by reference.

G. 58 Magnolia Partnership desires to establish hereby, private easements for 60' No Build Side Yard across portions of Parcel 2 and Parcel 6 of Parcel Map 34605 as described in Exhibit "D" attached hereto and incorporated herein by reference for the purpose of complying with the City of Riverside, California's requirement of maintaining a sixty foot space without buildings as a condition of approving the development of 12000 Magnolia Avenue (Building 75) on Parcel 5.

H. 58 Magnolia Partnership prohibit outdoor storage on the Property where visible from the public right-of-way unless screened pursuant to the standards of the zoning code.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, 58 Magnolia Partnership declares as follows:

1. 58 Magnolia Partnership hereby grants private ingress/egress easements; private easements for storm drain purposes and for detention basin purposes; private water easements; and a private easement for building maintenance purposes over and across those portions of Parcels 1 through 7 of Parcel Map 34605 as depicted on Exhibit "A" attached hereto as well as in Parcel Map 34605 for 58 Magnolia Partnership, its successors and assigns, as owners and/or occupants of all or any portion of the Property as follows:

a. Private Ingress/Egress Easements:

Private Ingress/Egress Easement Parcel "A" as shown on Exhibit C over portions of Parcels 1, 2, 3, 4, and 5 for the benefit of Parcels 1, 2, 3, 4, and 5 of Parcel Map 34605;
Private Ingress/Egress Easement Parcel "B" as shown on Exhibit C over portions of Parcels 5, 6 and 7 for the benefit of Parcels 5, 6 and 7 of Parcel Map 34605;

Said Private Ingress/Egress Easements shall be for vehicle ingress/egress and at Grantee's election, Maintenance of Improvements.

b. Private Easements for Storm Drain Purposes and for Detention Basin Purposes:

Private Easement for detention basin purposes per Easement Note 2 on Parcel Map 34605 over Parcel 1 for the benefit of Parcel 3 of Parcel Map 34605;

Private Easement for detention basin purposes per Easement Note 3 on Parcel Map 34605 over Parcel 2 for the benefit of Parcels 5 and 6 of Parcel Map 34605;

Private Easement detention basin and storm drain purposes per Easement Note 4 on Parcel Map 34605 over Parcel 1 for the benefit of Parcel 2 of Parcel Map 34605;

Private Easement for storm drain purposes per Easement Note 6 on Parcel Map 34605 over Parcel 5 for the benefit of Parcels 6 and 7 of Parcel Map 34605;

Private Easement for storm drain purposes per Easement Note 7 on Parcel Map 34605 over Parcel 6 for the benefit of Parcel 7 of Parcel Map 34605;

Private Easement for storm drain purposes per Easement Note 7 on Parcel Map 34605 over Parcel 6 for the benefit of Parcel 7 of Parcel Map 34605;
Private Easement for storm drain purposes per Easement Note 8 on Parcel Map 34605 over Parcel 5 for the benefit of Parcels 6 and 7 of Parcel Map 34605;
Private Easement for storm drain purposes per Easement Note 9 on Parcel Map 34605 over Parcel 4 for the benefit of Parcels 5, 6, and 7 of Parcel Map 34605;
Private Easement for storm drain purposes per Easement Note 10 on Parcel Map 34605 over Parcel 3 for the benefit of Parcels 4, 5, 6, and 7 of Parcel Map 34605;
Private Easement for storm drain purposes per Easement Note 11 on Parcel Map 34605 over Parcel 4 for the benefit of Parcel 2 of Parcel Map 34605;
Private Easement for storm drain purposes per Easement Note 12 on Parcel Map 34605 over Parcel 3 for the benefit of Parcel 2 of Parcel Map 34605;
Private Easement for detention basin purposes per Easement Note 13 on Parcel Map 34605 over Parcel 5 for the benefit of Parcel 7 of Parcel Map 34605;
Private Easement for detention basin purposes per Easement Note 14 on Parcel Map 34605 over Parcel 5 for the benefit of Parcels 6 and 7 of Parcel Map 34605;
Private Easement for detention basin purposes per Easement Note 15 on Parcel Map 34605 over Parcel 5 for the benefit of Parcel 4 of Parcel Map 34605;
Private Easement for detention basin purposes per Easement Note 16 on Parcel Map 34605 over Parcel 5 for the benefit of Parcel 6 of Parcel Map 34605.

Said Private Easements shall be for Storm Drain Purposes and Detention Basin Purposes and, at Grantee's election, Maintenance of Improvements.

c. Private Water Easements:

Private Easement for water purposes per Easement Note 5 on Parcel Map 34605 over Parcel 2 for the benefit of Parcels 1, 3, and 4 of Parcel Map 34605.
Private Easement for water purposes per Easement Note 17 on Parcel Map 34605 over Parcel 4 for the benefit of Parcels 1 and 3 of Parcel Map 34605.
Private Easement for water purposes per Easement Note 18 on Parcel Map 34605 over Parcel 3 for the benefit of Parcel 1 of Parcel Map 34605.
Private Easement for water purposes per Easement Note 19 on Parcel Map 34605 over Parcel 6 for the benefit of Parcel 7 of Parcel Map 34605.

Said Private Water Easements shall be for Waterlines and Appurtenances and at Grantee's election, Maintenance of Improvements.

d. Private Building Maintenance Easement:

Private Easement for building maintenance purposes per Easement Note 20 on Parcel Map 34605 over Parcel 5 for the benefit of Parcel 2 of Parcel Map 34605.

Said Private Building Maintenance Easement shall be, at Grantee's election, Maintenance of Improvements.

Maintenance of Improvements: 58 Magnolia Partnership and its heirs, personal representatives, successors and assigns shall be responsible for maintenance of said improvements within the easement areas. Any successor owner of Parcel 1, 2, 3, 4, 5, 6, or 7 of Parcel Map 34605 ("Parcel Owner") shall be responsible at its own expense for the maintenance, repair, reconstruction or replacement of the improvements within the Ingress/Egress Easements, the Easements for Storm Drain Purposes and for Detention Basin Purposes, and the Water Easement falling within the respective parcel which is owned by such Parcel Owner.

Right of Self-Help for Remaining Parcel Owners: If any Parcel Owner fails to maintain the improvements within its parcel; then, with ten (10) days prior written notice to such defaulting Parcel Owner, any of the remaining Parcel Owners shall have the right to maintain, repair, reconstruct or replace the improvements in such parcel owned by the defaulting Parcel Owner at their own expense. Should a Parcel Owner exercise this right of self-help, it agrees to restore at its own expense any disturbed paving, landscaping, etc. to substantially the same condition that existed prior to commencement of the work.

2. 58 Magnolia Partnership hereby grants private No Build Side Yard Easements over and across those portions of Parcels 2 through 6 of Parcel Map 34605 as described in Exhibit "D" to 58 Magnolia Partnership, its successors and assigns, as owners and/or occupants of all or any portion of Parcel 5 of Parcel Map 34605 as follows:

Private Easement for No Build Side Yard over and across those portions of Parcels 2 through 6 of Parcel Map 34605 as described in Exhibit "D" for the benefit of Parcel 5 of Parcel Map 34605. 58 Magnolia Partnership, for itself and its successors and assigns, hereby covenants and agrees to maintain the easement property free of all building structures (but not including landscaping, trees, streets, roads, walkways, fire protection facilities and hydrants, exitways, curbs, fencing, walls, driveways, parking areas, paved areas, and underground utility vaults).

3. Outdoor storage is hereby prohibited where visible from the public right-of-way and adjoining properties unless screened in conformance with the standards of the City of Riverside zoning code. Outdoor storage areas shall not displace required parking or circulation areas.
4. This declaration hereby shall inure to the benefit of and be binding upon 58 Magnolia Partnership and its heirs, personal representatives, successors and assigns and upon any person acquiring the Property or any interest therein whether by operation of law or otherwise, and shall run in perpetuity. Notwithstanding the foregoing, no breach of this declaration shall defeat or render invalid the lien of any deed of trust made in good faith and for value, but this declaration shall be binding upon and effective against any owner whose title is derived through foreclosure or trustee's sale, or otherwise.
5. This declaration, and the easements created hereby shall run with the land and shall benefit the Property.

Executed as of the date first above written.

58 Magnolia Partnership L.P.,
a California limited partnership
By: Investment Building Group,
a California corporation,
general partner

By: 

Jack M. Langson, President

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)

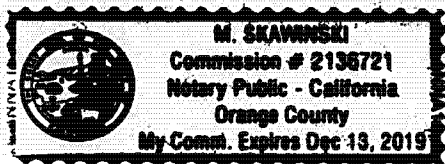
On 10-25-17 before me, M. SKAWINSKI, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

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 Covenants, Conditions and Restrictions
Title or Type of Document: _____ Document Date: 10-25-17
Number of Pages: 5 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
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: _____

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

PENALTY OF PERJURY FOR NOTARY SEAL

(GOVERNMENT CODE 27361.7)

I certify under penalty of perjury that the Notary Seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY: ***M. SKAWINSKI***

DATE COMMISSION EXPIRES: ***DECEMBER 13, 2019***

COUNTY WHERE BOND IS FILED (if applicable): ***ORANGE***

STATE WHERE BOND IS FILED: ***CALIFORNIA***

COMMISSION NUMBER (if applicable): ***2136721***

VENDOR #NNA1

PLACE OF EXECUTION: ***RIVERSIDE, CALIFORNIA***

(CITY & STATE)

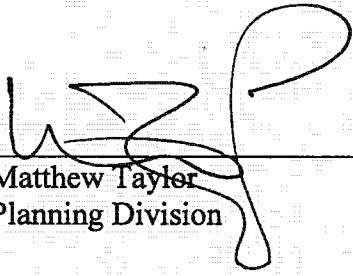
DATE: ***March 13, 2018***

SIGNATURE: _____

PRINT NAME: ***SCOTT A. HOOGERWERF***


CA1407-7

APPROVED AS TO CONTENT:



Matthew Taylor
Planning Division

APPROVED AS TO FORM:



Kristi J. Smith
Chief Assistant City Attorney

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California,
described as follows:


PARCELS 1 THROUGH 7, INCLUSIVE OF PARCEL MAP NO. 34605, AS PER MAP
FILED IN BOOK 244, PAGES 61 THROUGH 65, INCLUSIVE, OF PARCEL
MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Assessor's Parcel Number(s)

135-220-021-4; 135-220-023-6; 135-220-025-8; 135-220-027-0; 135-220-030-2

DESCRIPTION APPROVAL:

BY:

 12/18/17

DATE

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

SCALE: 1" = 150'

EXHIBIT "B"

PARCEL MAP NO. 34605

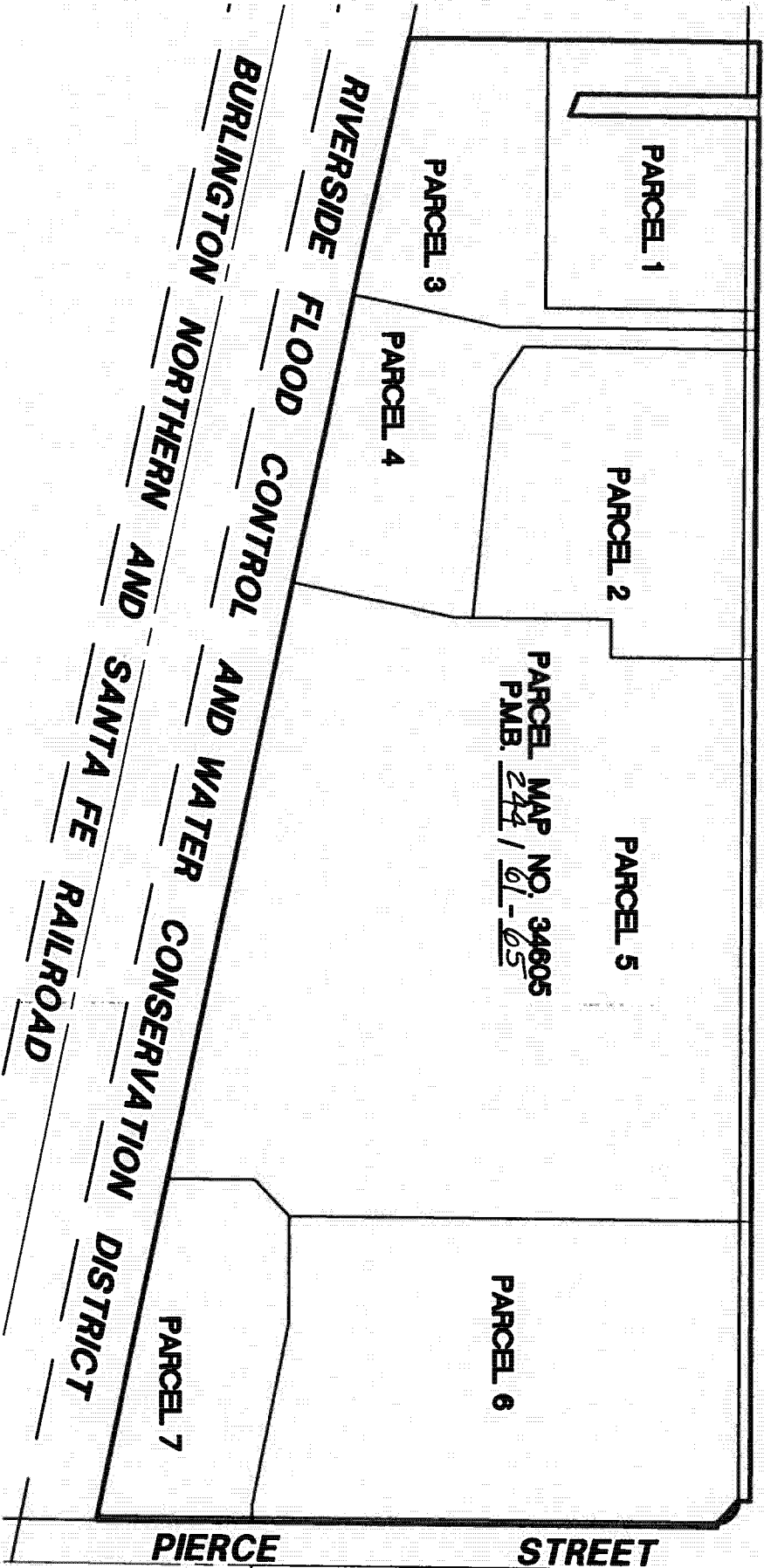
SHEET 1 OF 1



MAGNOLIA

AVENUE

CA1407-10



PARCEL 1

PARCEL 2

PARCEL 5

PARCEL MAP NO. 34605
P.M.B. 244 / 01-65

PARCEL 6

PARCEL 3

PARCEL 4

PARCEL 7

RIVERSIDE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BURLINGTON NORTHERN AND SANTA FE RAILROAD

PIERCE STREET

SCALE: 1" = 150'

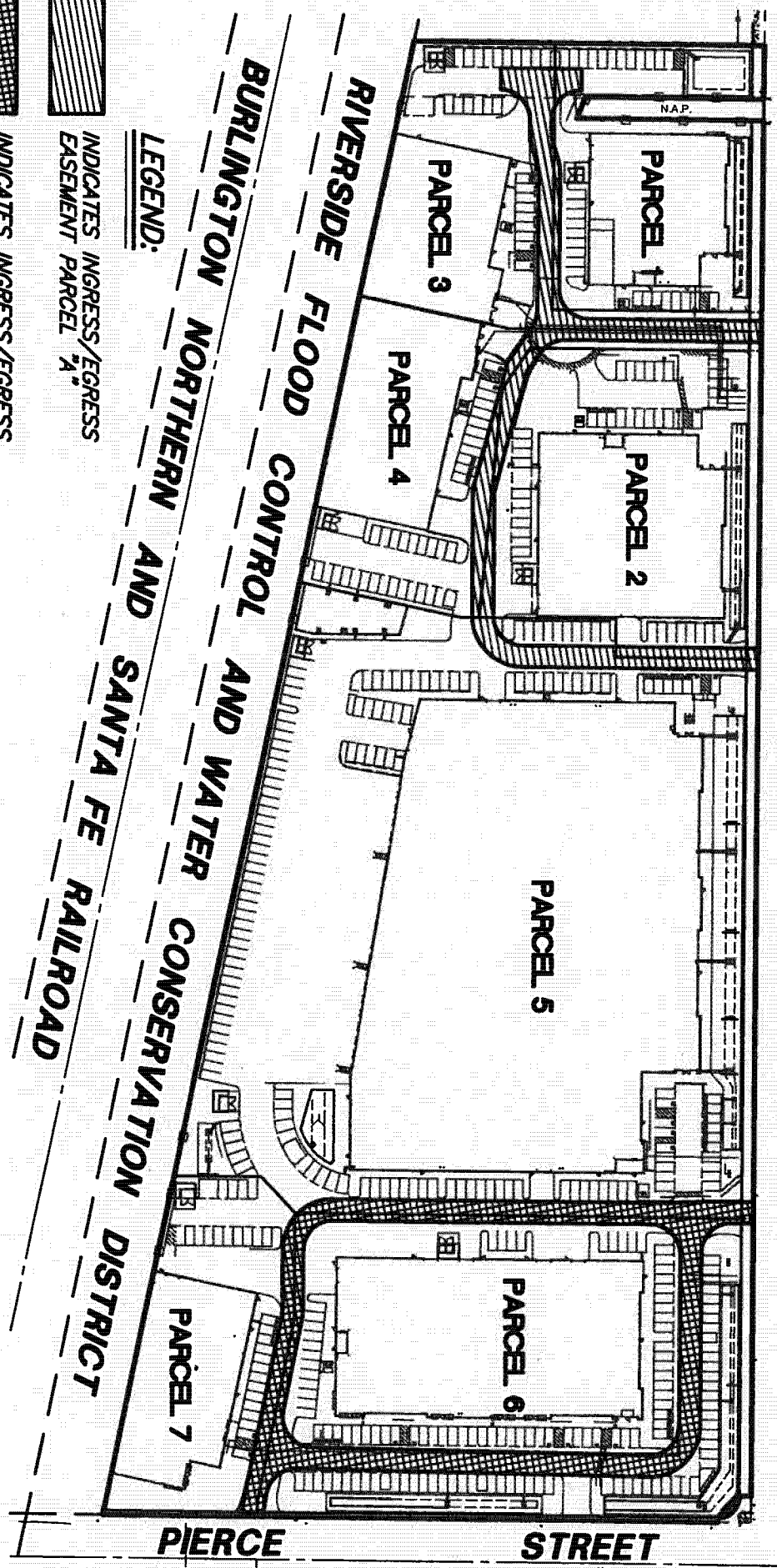
EXHIBIT "C"



INGRESS/EGRESS EASEMENTS

SHEET 1 OF 1



MAGNOLIA AVENUE



- LEGEND:**
-  INDICATES INGRESS/EGRESS EASEMENT PARCEL "A"
 -  INDICATES INGRESS/EGRESS EASEMENT PARCEL "B"



Thienes Engineering, Inc.
 CIVIL ENGINEERING • LAND SURVEYING
 14349 FIRESTONE BOULEVARD
 LA MIRADA, CALIFORNIA 90638
 PH: (714) 521-4811 FAX: (714) 521-4173

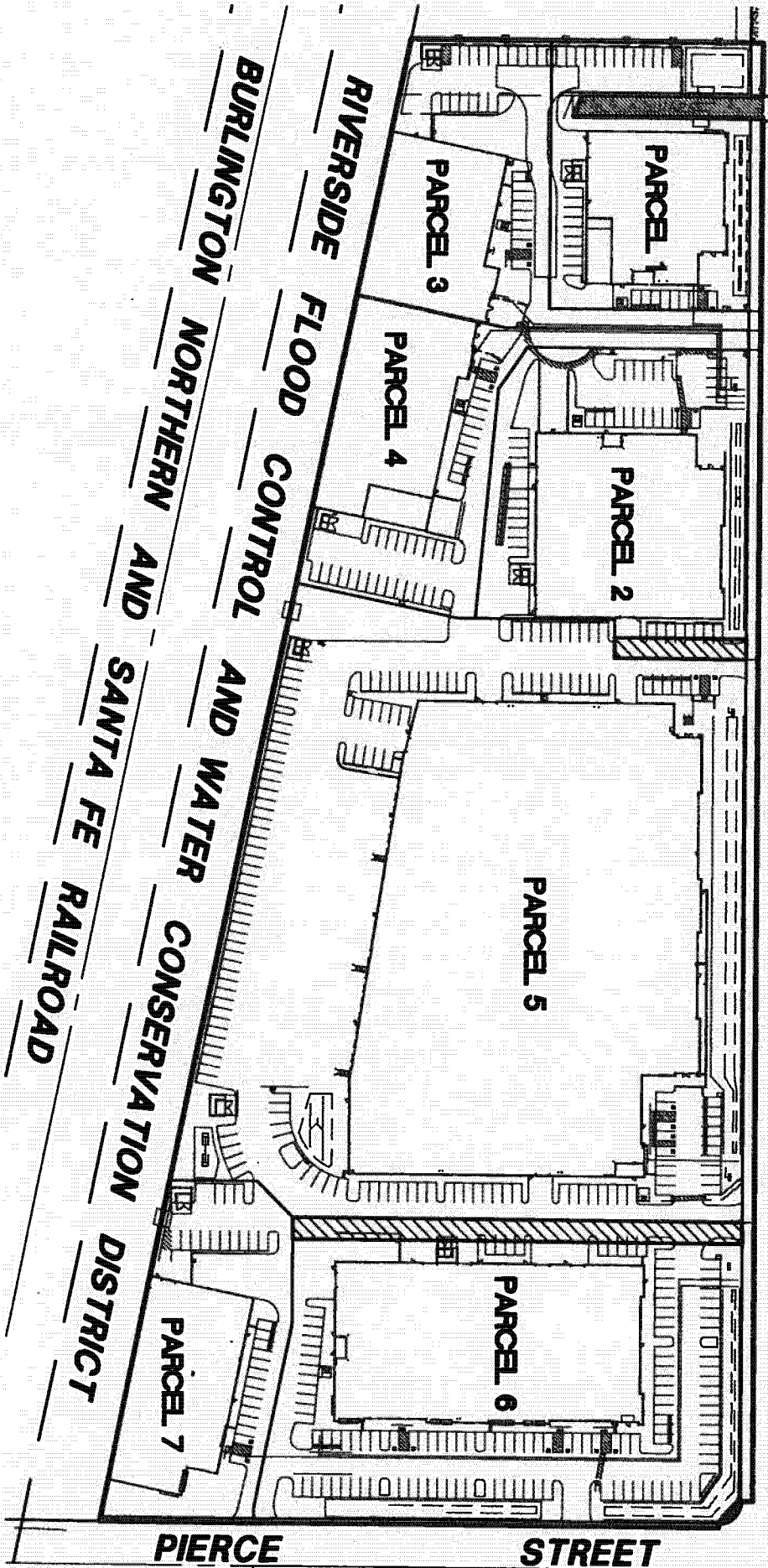
CA1407-11

EXHIBIT "D"
NO BUILD - SIDERYARD EASEMENTS



MAGNOLIA

A VENUE



LEGEND:



INDICATES NO BUILD SIDERYARD
EASEMENT AREA.