

401782

WHEN RECORDED MAIL TO:

CITY CLERK
City of Riverside
3900 Main Street
Riverside, CA 92522

Project: PW-004-934
3365 14th Street
Riverside, CA 92501

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

OCT 19 1994

Recorded to Official Records
of Riverside County, California
Recorder
Form 9
[Signature]

**COVENANT AND AGREEMENT
FOR JOINT ACCESS; AND
TERMINATION OF PRIOR COVENANT AND AGREEMENT**

[Handwritten initials]

THIS COVENANT AND AGREEMENT is made and entered into this 7 day of October, 1994, by CHRISTI ANN KINKLE FREDRICKS, GEORGE RANDOLPH KINKLE, CARY MURRAY KINKLE, EVERETT L. SPRIGGS, WILLIAM B. RODIGER, GEORGE P. KINKLE, III and CAROLINE M. KINKLE (collectively, the "Owners") with reference to the following facts:

A. Owners are the fee owners of the two parcels of real property (collectively, the "Property") located in the City of Riverside, County of Riverside, State of California, described as follows and hereinafter referred to as "Parcel 1" and "Parcel 2", respectively:

Parcel 1

That portion of Block 13, Range 3 of the Town of Riverside, as shown by Map on File in Book 7, Page 17 of Maps, Records of San Bernardino County, California, described as follows:

BEGINNING at the Southwesterly corner of said Block 13;

Thence Southeasterly along the Southwesterly line of said Block 13, a distance of 55 feet to the Southwesterly corner of the land conveyed to Bouch H. Clanton, by Deed Recorded January 14, 1928, in Book 747, Page 481 of Deeds, Records of Riverside County, California;

Thence Northeasterly along the Northwesterly line of said land conveyed to Bouch H. Clanton, 165 feet to the Northwesterly corner thereof;

Thence Northwesterly along the Northwesterly prolongation of the northeasterly line of said land conveyed to Bouch H. Clanton, a distance of 55 feet to the Southeasterly line of Lime Street;

Thence Southwesterly along the Southeasterly line of said Lime Street, 165 feet

to the POINT OF BEGINNING;

EXCEPTING THEREFROM that portion conveyed to the City of Riverside by Deed recorded July 9, 1958, in Book 2298, Page 174 of Official Records of Riverside County, California;

ALSO EXCEPTING THEREFROM that portion conveyed to the City of Riverside, by Deed recorded September 20, 1968, as Instrument No. 91150 of Official Records of Riverside County, California.

Parcel 2

That portion of Block 13, Range 3 of the Town of Riverside, as shown by map on file in Book 7, Page 17 of Maps, Records of San Bernardino County, California, described as follows:

BEGINNING at a point on the Northerly line of Fourteenth Street, a distance of 55.00 feet Easterly from the Southwest corner of said Block 13;

Thence Easterly on said Northerly line, a distance of 110.00 feet;

Thence Northerly and parallel with the Easterly line of Lime Street, as shown on said map of the Town of Riverside, a distance of 165.00 feet;

Thence Westerly and parallel with said Northerly line of Fourteenth Street, a distance of 110.00 feet;

Thence Southerly and parallel with said Easterly line of Lime Street, a distance of 165.00 feet to the POINT OF BEGINNING;

EXCEPTING THEREFROM the Southwesterly 17.00 feet thereof, as conveyed to the City of Riverside by Deeds recorded December 8, 1972, as Instrument No. 162881, and February 5, 1973, as Instrument No. 15526, both of Official Records of Riverside County, California.

The two parcels hereinabove described share a common property line. Parcel 1 is known as 3393 Fourteenth Street and Parcel 2 is known as 3365-3377 Fourteenth Street.

B. Parcel 1 is presently developed with an existing office building located on the westerly side of said parcel. Owners desire to develop Parcel 2 by constructing an office building on the westerly side thereof. In order to develop Parcel 2, Owner has submitted an application for a parcel map waiver to the City of Riverside ("City") to consolidate the existing two parcels comprising Parcel 2 into one parcel in Parcel Map Waiver Case PW-004-934.

C. Owners propose to construct a one-way driveway from 14th Street onto

Parcel 2 with traffic circulating in a northerly direction and then westerly across the easterly portion of Parcel 2 onto Parcel 1 and then exiting onto Lime Street. Two-way access to and from Lime Street will be allowed for the driveway on Parcel 1.

D. As a condition to the approval of the parcel map waiver for Parcel 2 in Case No. PW-004-934, City is requiring Owners to provide a joint access agreement satisfactory to the Planning and Legal Departments for ingress and egress. By this Covenant and Agreement, Owners desire to comply with that condition and provide a joint access agreement to ensure the construction and use of the driveway areas, as proposed on the grading plan for 3365-3377 14th Street.

E. Certain of the Owners by that Covenant and Agreement for Joint Access dated May 10, 1994, and recorded May 11, 1994, as Instrument No. 194432, Official Records of Riverside County, California, attempted to comply with the condition; however, not all of the fee owners of the Property were shown on or signed the Covenant and Agreement for Joint Access dated May 10, 1994. Owners desire to correct the vesting as shown on the earlier recorded Covenant and Agreement for Joint Access dated May 10, 1994, and to have all of the owners of the Property agree to the provisions therein contained.

NOW, THEREFORE, incorporating the above recitals and for the purpose of complying with one of the conditions imposed by the City of Riverside in Case No. PW-004-934, and in consideration of such approval, and to include all of the fee owners of the Property, Owners hereby covenant and agree with the City of Riverside as follows:

1. There is hereby established over, along and across the following-described portion of Parcel 1, a nonexclusive easement for ingress and egress of motor vehicles for the use and benefit of and as an easement appurtenant to Parcel 2:

The northerly 60 feet of Parcel 1.

2. There is hereby established over, along and across the following-described portion of Parcel 2, a nonexclusive easement for ingress and egress of motor vehicles for the use and benefit of and as an easement appurtenant to Parcel 1:

The easterly 24 feet and the northerly 58 feet of Parcel 2.

3. The easements hereinabove established shall include all rights necessary and proper for the construction, installation, maintenance, repair and use of a driveway area.

4. In the event Owners shall sell or convey either Parcel 1 or Parcel 2, Owners shall grant and reserve as is appropriate the private easements for ingress, egress described hereinabove; provided, however, in the event such conveyance does not specifically grant and reserve such easements, this Covenant and Agreement shall be deemed to have created and granted and reserved the necessary easements.

5. The terms and conditions of this Covenant and Agreement may be enforced

by City or by an owner, lessee or occupant of Parcel 1 or Parcel 2. Should City or any owner, lessee or occupant of either Parcel 1 or Parcel 2 bring an action to enforce the terms of this Covenant and Agreement, the prevailing party shall be entitled to court costs, including reasonable attorneys' fees.

6. This Covenant and Agreement shall run with the land and shall be binding upon Owners and the heirs, successors and assigns of Owners and shall continue in effect until such time as it is released by the Planning Director of the City of Riverside by a writing duly recorded.

7. That certain Covenant and Agreement for Joint Access dated May 10, 1994, and recorded on May 11, 1994, as Instrument No. 194432, Official Records of Riverside County, California, is hereby terminated and superseded by this Covenant and Agreement upon its recordation.

IN WITNESS WHEREOF, Owners have executed this Covenant and Agreement on the day and year first above written.

Christi Ann Kinkle Fredricks
Christi Ann Kinkle Fredricks

George Randolph Kinkle
George Randolph Kinkle

Cary Murray Kinkle
Cary Murray Kinkle

Everett L. Spriggs
Everett L. Spriggs

William B. Rodiger
William B. Rodiger

George P. Kinkle, III
George P. Kinkle, III

Caroline M. Kinkle
Caroline M. Kinkle

CONSENT OF PLANNING DIRECTOR

In accordance with the provisions of Paragraph 6 of that certain Covenant and Agreement for Joint Access dated May 10, 1994, the Planning Director of the City of Riverside hereby consents to the termination of that certain Covenant and Agreement for Joint Access dated May 10, 1994, and recorded on May 11, 1994, as Instrument No. 194432, Official Records of Riverside County, California, upon the recordation of the above Covenant and Agreement for Joint Access signed by all of the owners of the Property.

Planning Director
Planning Director

APPROVED AS TO FORM

Caroline 10-17-94
ASST. CITY ATTORNEY

CA-161-4

State of California)
County of Riverside) ss

On October 12, 1994, before me, a notary public in
and for said State, personally appeared Stephen J. Whyld

MLA

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.



Margaret I. Archambault
Signature

CAPACITY CLAIMED BY SIGNER

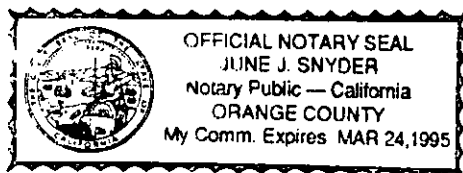
- () Attorney-in-fact
- () Corporate Officer(s)
Title _____ Title _____
- () Guardian /Conservator
- (X) Individual (~~s~~)
- () Partner(s)
() General () Limited
- () Trustee(s)
- () Other _____

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

State of California)
) ss
County of Orange)

On October 5, 1994, before me, a notary public in
and for said State, personally appeared _____
William B. Rodiger

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.

June J. Snyder
Signature

CAPACITY CLAIMED BY SIGNER

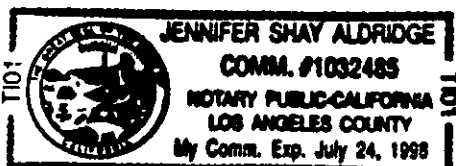
- () Attorney-in-fact
- () Corporate Officer(s)
Title _____ Title _____
- () Guardian /Conservator
- (x) Individual(s)
- () Partner(s)
() General () Limited
- () Trustee(s)
- () Other _____

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

State of California)
County of LOS Angeles)^{SS}

on October 7, 1994, before me, a notary public in
and for said State, personally appeared George Phillip Kinkle, II,
and Caroline Moore Kinkle

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.

Jennifer Shay Aldridge
Signature

CAPACITY CLAIMED BY SIGNER

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

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

State of California)
) ss
 County of Riverside)

On October 10, 1994, before me, a notary public in
 and for said State, personally appeared Everett L. Spriggs

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.



Carla Lordan
 Signature

CAPACITY CLAIMED BY SIGNER

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

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