

RECORDING REQUEST BY:

2

170964

WHEN RECORDED MAIL TO:

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

Project: Building Permit for
2095 Chicago Avenue
Riverside, California

RECEIVED FOR RECORD
Min. Past 12 o'clock P.M.

MAY 22 1991

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$ 13-

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT ("Agreement") is made and entered into this 16th day of May, 1991, by and between RAY MAGNON, an unmarried man ("FIRST PARTY") and DIVISION LIMITED PARTNERSHIP, a California limited partnership ("SECOND PARTY") with reference to the following facts:

A. FIRST PARTY is the fee owner of the following described real property ("Parcel A") located in the City of Riverside, County of Riverside, State of California:

Parcel 3 of Parcel Map 13968 as shown by map on file in Book 66 of Parcel Maps, at page 77 thereof, records of Riverside County, California.

Parcel A has a street address of 2095 Chicago Avenue, Riverside, California. Parcel A is undeveloped.

B. SECOND PARTY is the fee owner of the following described real property ("Parcel B") located in the City of Riverside, County of Riverside, State of California:

Parcel 2 of Parcel Map 13968 as shown by map on file in Book 66 of Parcel Maps, at page 77 thereof, records of Riverside County, California.

Parcel B has a street address of 2155 Chicago Avenue, Riverside, California. Parcel B is currently developed within an office building.

C. FIRST PARTY has applied to the City of Riverside ("City") for a building permit to construct an office building on Parcel A. The plans submitted to City by FIRST PARTY proposes the joint use of a common driveway system with Parcel B as well as the common use of the parking areas on each parcel. The building plans for Parcel A approved by the Design Review Board of City in Case DR-63-867 propose that the building on Parcel A be a mirror image of the building constructed on Parcel B with all of the same exterior materials.

DESCRIPTION APPROVAL 5/2/91
Walter R. Ayres by
SURVEYOR, CITY OF RIVERSIDE

D. As a condition to the plan check performed by City for the building plans for Parcel A, City is requiring a mutual parking and access agreement to reflect the unified development of the two parcels or a parcel map waiver to consolidate the two parcels into one.

E. SECOND PARTY is willing to grant FIRST PARTY a nonexclusive easement for ingress and egress and parking on and across Parcel B for the use and benefit of and as an easement appurtenant to Parcel A if FIRST PARTY grants to SECOND PARTY a nonexclusive easement for ingress and egress and parking on and across Parcel A for the use and benefit of and as an easement appurtenant to Parcel B.

NOW, THEREFORE, incorporating the above recitals, the parties hereto mutually agree that Parcel A and Parcel B shall each be developed, improved, held, sold, conveyed, leased, used and occupied subject to the following restrictions, covenants, conditions and easements:

1. DEFINITIONS. In addition to the definitions hereinbefore set forth, the following words or phrases when used in this Agreement (except when the context otherwise requires) shall have the following definitions:

(a) "Building Areas" shall mean those areas of each parcel upon which buildings have been or are to be constructed pursuant to plans approved by the City and building permits issued therefor.

(b) "Common Area" shall mean all the areas of Parcels A and B other than Building Areas, Landscaped Areas, and Exclusive Parking Areas.

(c) "Exclusive Parking Area" shall mean those parking areas on Parcel A or Parcel B assigned exclusively to the occupants of that parcel and so signed.

(d) "Landscaped Areas" shall mean those areas of Parcels A and B which are planted with trees, shrubs or other plants including lawn.

(e) "Owner" shall mean any person, whether an individual, corporation, association or otherwise, in which title to either parcel is vested, as shown by the Official Records of Riverside County, California.

2. UNIFIED DEVELOPMENT. Parcels A and B shall be developed, used and maintained as a single, unified development with common architectural and landscaping themes.

3. GRANT OF EASEMENT BY FIRST PARTY. FIRST PARTY hereby grants to SECOND PARTY a nonexclusive easement for ingress and egress and parking over, along and across the Common Areas of Parcel A for the use and benefit of and as an easement appurtenant to Parcel B.

4. GRANT OF EASEMENT BY SECOND PARTY. SECOND PARTY hereby grants to FIRST PARTY a nonexclusive easement for ingress and egress and parking over, along and across the Common Areas of Parcel B for the use and benefit of and as an easement appurtenant to Parcel B.

5. BARRIERS PROHIBITED. The easement areas described hereinabove are planned to be used and maintained as part of a common driveway and parking system and no fences, walls, hedges or other barriers shall be constructed, installed, maintained or permitted to remain on or between said easements which would preclude or interfere with the use of said common driveway and parking system.

6. MAINTENANCE OF DRIVEWAY AND PARKING AREAS. The Owner of Parcel A shall be responsible for the construction, repair and maintenance of the driveway and parking areas on Parcel A; and the Owner of Parcel B shall be responsible for the construction, repair and maintenance of the common driveway and parking areas on Parcel B. In the event any Owner fails to properly maintain and keep in good repair that portion of the common driveway and/or parking areas on that parcel, the Owner of the remaining parcel may, upon five (5) business days' written notice to the defaulting Owner, enter upon the parcel of the defaulting Owner for the purpose of performing all reasonably necessary maintenance or repair, at the cost of the defaulting Owner, to be paid in cash to the Owner who caused the repair within ten (10) calendar days of receipt of notice of completion of such maintenance or repair and the cost thereof.

7. NUMBER OF PARKING SPACES. FIRST PARTY shall provide and maintain on Parcel A the number of parking spaces as may be required by the zoning regulations of City for the proposed use of said parcel; and SECOND PARTY shall provide and maintain on Parcel B the number of parking spaces as may be required by the zoning regulations of City for the proposed use of said parcel.

8. NOT A PUBLIC DEDICATION. Nothing contained in this Reciprocal Easement Agreement shall be deemed to be a gift or dedication of any portion of either parcel to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement will be strictly limited to and for the purposes expressed herein and for the benefit of the Owners, their successors and assigns.

9. ENFORCEMENT. FIRST PARTY and SECOND PARTY and their successors, assigns, partners, joint venturers, or co-owners of

any kind, ground lessees, or any person or entity to whom FIRST PARTY or SECOND PARTY may grant a right of ownership, occupancy, or possessory interest of any kind in Parcel A or Parcel B, respectively, including without limitation, tenants of the buildings on the parcels, and the City shall have the right to enforce the rights and interests granted herein by any appropriate proceeding at law or in equity.

10. EFFECT OF RECIPROCAL EASEMENT AGREEMENT. Any person who now or hereafter owns or acquires any right, title or interest in or to either Parcel A or Parcel B 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 easements herein granted whether or not any reference to this document is contained in the instrument by which such person acquires an interest in said parcel. In the event Parcels A and B come under the ownership, the easements above granted shall not be extinguished by merger, but shall continue as established herein.

11. TERM OF EASEMENT. The easements hereinabove granted shall continue in perpetuity and shall run with the land and shall be binding upon the parties hereto, their successors, assigns, partners, joint venturers, or co-owners of any kind, and any person or entity to whom either party shall grant a right of ownership, occupancy or possessory interest of any kind in their respective parcels or the improvements constructed or to be constructed hereon.

12. CONSENT OF CITY. The easements herein granted have been created for the purpose of complying with a condition imposed by the City for the issuance of a building permit for 2095 Chicago Avenue, Riverside, California. The easements herein granted shall not be extinguished or altered by the parties hereto or their respective successors or assigns, without the prior written consent of the City duly recorded.

IN WITNESS WHEREOF the parties hereto have caused this Reciprocal Easement Agreement to be executed the day and year first above written.

FIRST PARTY:



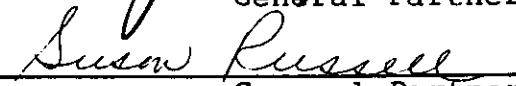
 RAY MAGNON

SECOND PARTY:

DIVISION LIMITED PARTNERSHIP, a
 California limited partnership


By 

 General Partner

By 

 General Partner

BP/2979A/jm
 4/2/91

APPROVED AS TO FORM

 ASST. CITY ATTORNEY