

268376

When Recorded Return To:
City Clerk, City of Riverside
City Hall
3900 Main Street
Riverside, California 92522

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

JUL 21 1992

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$
W. J. [Signature]

Project: Parcel Map 21185

GRANT OF EASEMENTS, COVENANT AND AGREEMENT
AND DECLARATION OF RESTRICTIONS

This Grant of Easements, Covenant and Agreement and Declaration of Restrictions is made and entered into this 17 day of July, 1992, by Park Atlanta Associates, a California limited partnership ("PAA") and Park Atlanta II, a California limited partnership ("PA-II").

WHEREAS PAA is the owner of record of the real property situated in the City of Riverside, County of Riverside, State of California, more particularly described as Parcel 1 of Parcel Map 21185, as shown by Map on file in Book 138 of Parcel Maps at Pages 16 through 18 thereof, Records of Riverside County, California (hereinafter referred to as Parcel 1); and

WHEREAS PAA-II is the owner of record of the real property situated in the City of Riverside, County of Riverside, State of California, more particularly described as Parcel 2 of Parcel Map 21185 as shown by Map on file in Book 138 of Parcel Maps at Pages 16 through 18 thereof, Records of Riverside County, California (hereinafter referred to as Parcel 2); and

WHEREAS Parcels 1 and 2 were created by the recordation of Parcel Map 21185; and

WHEREAS the City of Riverside required as a condition of approving Parcel Map 21185 that provision be made for ingress, egress, and parking to service Parcels 1 and 2; and

WHEREAS the undersigned have developed Parcels 1 and 2 as a unified development with shared ingress, egress, and parking; and

WHEREAS the undersigned desire to restrict Parcels 1 and 2 with the nonexclusive easements and the obligations described herein.

NOW, THEREFORE, for a valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby grant to each other, and covenant and agree between themselves and with the City of Riverside, as follows:

1. Nonexclusive ingress and egress easements appurtenant to and for the use and benefit of Parcel 1 and Parcel 2 are hereby established over and across Parcel 1 and Parcel 2 excluding therefrom those portions of Parcel 1 and Parcel 2 currently developed or developed in the future with buildings constructed pursuant to building permits issued by the City of Riverside.

2. Nonexclusive parking easements appurtenant to and for the use and benefit of Parcel 1 and Parcel 2 are hereby established over and across Parcel 1 and Parcel 2 excluding therefrom those portions of Parcel 1 and Parcel 2 currently developed or developed in the future with buildings constructed pursuant to building permits issued by the City of Riverside. At all times, parking spaces shall be provided on Parcels 1 and 2 in the amount required by the Riverside Municipal Code for all of the uses on the two parcels. Each Parcel shall have unimpeded access by way of the ingress and egress easements described in paragraph 1 above to the parking spaces required by the Riverside Municipal Code for all of the uses on such Parcel.

3. Nothing contained in paragraphs 1 and 2 above shall limit the ability of the undersigned to establish driveways, walkways, curbs, gutters, parking spaces, and landscape areas on the two Parcels subject to any applicable approval process established by the City of Riverside. The easement areas as described in paragraphs 1 and 2 above shall be maintained in accordance with the standards of the City of Riverside for parking lots and in a good, usable and safe condition at all times and in accordance with the parking requirements of the Riverside Municipal Code.

4. This Grant of Easements, Covenant and Agreement and Declaration of Restrictions is made and entered into for the purpose of complying with the condition of approval for the development of Parcel 1 and Parcel 2 and shall not be extinguished or altered in any way by the parties hereto or their successors or assigns without the prior written consent of the City Council of the City of Riverside, duly recorded.

5. The terms of this Grant of Easements, Covenant and Agreement and Declaration of Restrictions may

be enforced by the City of Riverside, its successors or assigns, or by any owner or tenant of any portion of Parcel 1 or Parcel 2. Should the City or any owner or tenant bring an action to enforce any of the terms of this Grant of Easements, Covenant and Agreement and Declaration of Restrictions, the prevailing party shall be entitled to reasonable attorneys' fees, expert witnesses' fees and reasonable costs of suit.

6. This Grant of Easements, Covenant and Agreement and Declaration of Restrictions shall run with the land and be binding upon the undersigned, its successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Grant of Easements, Covenant and Agreement and Declaration of Restrictions to be executed the day and year first written above.

Park Atlanta Associates,
a California limited partnership

By: Ray Magnon
Ray Magnon, its general partner

Park Atlanta II,
A California limited partnership

By: Park Atlanta Associates,
a California limited partnership,
its general partner

By: Ray Magnon
Ray Magnon,
its general partner