

WHEN RECORDED MAIL TO:

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

Project: PMW-43-890
MP-8-789

6340

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

JAN 09 1995

Recorded in Official Records
of Riverside County, California

Recorder

Fees \$ 39

**COVENANT AND AGREEMENT AND
DECLARATION OF RESTRICTIONS; AND
TERMINATION OF PRIOR
COVENANTS AND AGREEMENTS**

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS;
AND TERMINATION OF PRIOR COVENANTS AND AGREEMENTS is made and entered
into this 4th day of January, 1995, by GUSTAV G. KUHN and ERNA M. KUHN, husband
and wife as joint tenants (collectively, the "Owners") with reference to the following facts:

A. Owners are the fee owners of two parcels of real property
(collectively, the "Property") located in the City of Riverside, County of
Riverside, State of California and situated on the southeast side of Indiana
Avenue, southwesterly of Harrison Street in the General Manufacturing
("M-2") Zone.

B. By Parcel Map Waiver Case PMW-43-890 filed with the City of
Riverside, Owners desire to adjust the property lines between the two
parcels, one to contain approximately 1.2 acres and the other to contain
approximately 5.8 acres. The two reconfigured parcels, hereinafter referred
to as "Parcel A1" and "Parcel B1", respectively, are described on Exhibit A,
attached hereto and incorporated herein by this reference.

C. Parcel A1 is presently developed with four buildings known as
9960, 9980, 9990 and 10000 Indiana Avenue; and Parcel B1 is developed
with one building known as 10020 Indiana Avenue.

D. As a condition to the original approval by the City of Riverside of the plans
for the development of the Property as part of an industrial park in Case MP-8-789,
Owners were required to establish nonexclusive easements for ingress and egress
and private utility services on one parcel as originally configured for the use and
benefit of the other parcel as originally configured. By that certain Covenant and
Agreement and Declaration of Restrictions dated January 29, 1987, and recorded
January 30, 1987 as Instrument No. 27708, Official Records of Riverside County,
California, Owners complied with such condition. By that certain Amendment to
Covenant and Agreement and Declaration of Restrictions executed by Owners on
November 26, 1990, and consented to by action taken by the City Council of the City

of Riverside on November 27, 1990, Owners corrected the description of the easement area. The Amendment to Covenant and Agreement and Declaration of Restrictions was recorded on December 4, 1990, as Instrument No. 439895, Official Records of Riverside County, California.

E. As a further condition of the original approval by the City of Riverside in Case MP-8-789, Owners executed a Covenant and Agreement and Declaration of Restrictions dated January 29, 1987, whereby Owners acknowledged that both parcels as originally configured would be served with one domestic water service and one fire protection water service. In said Covenant and Agreement and Declaration of Restrictions Owners set forth the parcel whose owner would make payment for such water service to the City of Riverside and the timely repair and maintenance of such water services. Said Covenant and Agreement and Declaration of Restrictions was recorded January 30, 1987, as Instrument No. 27709, Official Records of Riverside County, California.

F. By that certain Covenant and Agreement and Declaration of Restrictions dated March 23, 1989, Owners established an additional nonexclusive easement for ingress and egress, private utility services, and parking over portions of the Property as the Property as then reconfigured. Said Covenant and Agreement and Declaration of Restrictions was recorded on March 24, 1989, as Instrument No. 92421, Official Records of Riverside County, California.

G. Owners now desire to terminate the prior covenants with the required consent and approval of the City Council of the City of Riverside and to execute and record a new document establishing new easements to reflect the new reconfiguration of the two parcels and to provide for the responsibility for the domestic water service and fire protection water service and to meet a condition of approval imposed by the City of Riverside in Parcel Map Waiver Case PMW-43-890 requiring documentation to be submitted prior to finalization of the parcel map waiver for Planning Department and Legal Department approval to assure mutual access for ingress, egress and parking and/or utilities across both parcels.

NOW, THEREFORE, incorporating the above recitals and for the purpose of complying with one of the conditions imposed by the City of Riverside for approval in Parcel Map Waiver Case No. PMW-43-890 as well as prior conditions for approval in Zoning Case MP-8-789, and in consideration of such approval, Owners hereby covenant and agree with the City of Riverside as follows:

1. Owners hereby establish and grant a nonexclusive easement for ingress and egress and the parking of motor vehicles for the use and benefit of and as an easement appurtenant to Parcel B1 over, along and across a portion of Parcel A1, which easement area is described in Exhibit B, attached hereto and incorporated herein by this reference.

2. Owners hereby establish and grant a nonexclusive easement for ingress and egress for the use and benefit of and as an easement appurtenant to Parcel A1 over, along and across a portion of Parcel B1, which easement area is described in Exhibit C, attached

hereto and incorporated herein by this reference.

3. Owners hereby establish and grant a nonexclusive easement for utility purposes for the use and benefit of and as an easement appurtenant to Parcel B1 over, along and across a portion of Parcel A1, which easement area is described in Exhibit D, attached hereto and incorporated herein by this reference.

4. The easements hereinabove granted and established shall include all rights necessary and proper for the construction, installation, maintenance, repair, replacement and use of driveways, walkways, parking areas and utilities as appropriate. The cost of repair and maintenance of the driveways, walkways and parking areas shall be borne by the owner of the Parcel upon which such driveways, walkways or parking areas are located; provided, however, the cost of any repair necessitated by the installation of utilities shall be paid by the owner of the parcel so benefited.

5. The Property may be served with one domestic water service and one fire protection water service. Prompt payment of the billing from the City of Riverside for such water services shall be the responsibility of the owner of Parcel A1. The owner of Parcel A1 may bill the owner of Parcel B1 for said parcel's share of the water billing at the same rate charged by the City of Riverside for such water services. Owners acknowledge and agree that the water provided through the services described herein may only be used on Parcel A1 and Parcel B1 and may not be otherwise resold except as provided herein. The owner of Parcel A1 shall also be responsible for the maintenance and timely repair of the domestic and fire protection water lines on the Property. The owner of Parcel A1 may bill the owner of Parcel B1 for said parcel's proportionate share of the cost of such maintenance and/or repair based upon the square footage of buildings situated on each parcel of the Property.

6. In the event Parcel A1 or Parcel B1 is sold or the ownership is otherwise changed so that the two parcels are not owned by the same person or entity, the owner of Parcel B1 may elect to have separate domestic and/or fire protection services. In the event the owner of Parcel B1 so elects, the separate service or services including new meters shall be installed at the expense of the owner of Parcel B1 and in compliance with the rules and regulations of the City of Riverside. Separate fire protection service includes the relocation of and/or the provision of additional fire hydrants.

7. Owners acknowledge and agree that the provision of water to the Property is and shall be governed by the rules and regulations promulgated from time to time by the Public Utilities Board of the City of Riverside and approved by the City Council of the City of Riverside, and Owners agree to be bound by and to comply with such rules and regulations as they may be promulgated and amended from time to time.

8. No walls, fences or barriers of any kind shall be constructed on or maintained in the driveway easement areas herein established by any owner, tenant or person in possession of any Parcel of the Property which would prevent or impair the use or exercise of any of the easements granted herein, or the free access and movement of pedestrian or vehicular traffic. The parking or standing of motor vehicles on the driveways areas of the easements shall not be permitted or allowed.

9. In the event Owners shall sell or convey either Parcel A1 or Parcel B1, Owners shall grant and reserve as is appropriate the private easements for ingress, egress, parking and utilities 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. Any person who now or hereafter owns or acquires any right, title or interest in or to either Parcel of the Property 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 applicable easements hereinabove described, whether or not any reference to this Covenant and Agreement is contained in the instrument by which such person acquired an interest in the Property.

10. This Covenant and Agreement shall not be subject to the doctrine of merger, even though the underlying fee ownership of the Property and the two parcels herein described, or any part thereof, is vested in the same party or entity.

11. The terms and conditions of this Covenant and Agreement may be enforced by the City of Riverside or by an owner, lessee or occupant of Parcel A1 or Parcel B1. Should the City of Riverside or any owner, lessee or occupant of either Parcel A1 or Parcel B1 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.

12. All of the provisions contained herein are made for the direct, mutual and reciprocal benefit of both Parcels of the Property and create mutual, equitable servitudes upon each Parcel as the servient tenement in favor of the other Parcel as the dominant tenement and create reciprocal rights and obligations among the respective owners of both Parcels, and privity of contract and estate among all grantees of the Parcels, their heirs, successors and assigns in interest. In addition, each of the provisions of this Covenant and Agreement shall operate as covenants running with the land for the benefit of the Property and each Parcel thereof and shall inure to the benefit of all owners thereof, their heirs, successors and assigns and shall be binding upon each owner and the heirs, successors and assigns of such owner.

13. The provisions of this Covenant and Agreement, and any provision contained herein may be terminated, modified or amended as to all of the Property or either Parcel thereof upon the written consent of all of the owners of the Property and subject to the prior written approval of the Planning Director of the City of Riverside. 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 Planning Director of the City of Riverside.

14. The following covenants and agreements are hereby terminated and superseded by this Covenant and Agreement and Declaration of Restrictions upon the recordation in the Office of the County Recorder of Riverside County, California, of a release thereof executed on behalf of the City of Riverside: (1) Covenant and Agreement and Declaration of Restrictions executed by Owners on January 29, 1987, and recorded on January 30, 1987, as Instrument No. 27708, Official Records of Riverside County,

California, as amended by the Amendment to Covenant and Agreement and Declaration of Restrictions dated November 26, 1990, and recorded on December 4, 1990, as Instrument No. 439895, Official Records of Riverside County, California; (2) Covenant and Agreement and Declaration of Restrictions executed by Owners on January 29, 1987, and recorded on January 30, 1987, as Instrument No. 27709, Official Records of Riverside County, California; and (3) Covenant and Agreement and Declaration of Restrictions executed by Owners on March 23, 1989, and recorded March 24, 1989, as Instrument No. 92421, Official Records of Riverside County, California.

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

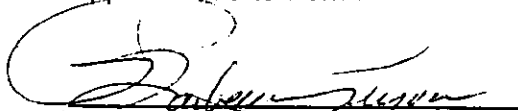

GUSTAV G. KUHN


ERNA M. KUHN

Approved as to Content:


Planning Department

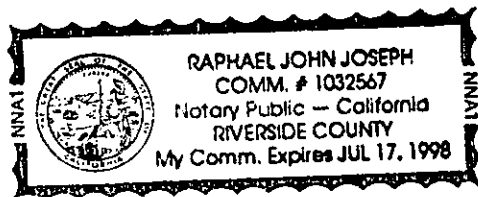
Approved as to Form:


Assistant City Attorney

State of California)
County of Riverside) ss

On JANUARY 04, 1995, before me, a notary public in and for said State, personally appeared **GUSTAV G. KUHN** and **ERNA M. KUHN**, 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.



Raphael J. Joseph
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:

All those portions of Lots 1 and 2 in Block 28 of Lands of the Riverside Land and Irrigating Company, as shown by map on file in Book 1 of Maps, at page 70 thereof, records of San Bernardino County, California, more particularly described as follows:

Commencing at the most westerly corner of said Lot 1;

Thence South 34° 00' 30" East, a distance of 4.00 feet to the TRUE POINT OF BEGINNING;

Thence South 34° 00' 30" East, a distance of 64.00 feet;

Thence North 56° 00' 00" East, a distance of 8.00 feet;

Thence South 34° 00' 30" East, a distance of 115.00 feet;

Thence South 56° 00' 00" West, a distance of 8.00 feet;

Thence South 34° 00' 30" East, a distance of 52.75 feet;

Thence South 56° 00' 00" West, a distance of 226.60 feet;

Thence South 34° 00' 30" East, a distance of 325.62 feet to a point on the northerly right-of-way of the Atchison, Topeka and Santa Fe Railway, said point being on a curve concave to the northwest, having a radius of 2814.94 feet, the radial bearing at said point bears South 23° 19' 50" East;

Thence Northeasterly along said curve, to the left, through a central angle of 10° 40' 10", an arc distance of 524.19 feet to a point on a tangent line;

Thence North 56° 00' 00" East, a distance of 201.35 feet;

Thence north 34° 00' 30" West, a distance of 213.00 feet;

Thence South 56° 00' 00" West, a distance of 312.76 feet;

Thence North 34° 00' 30" West, a distance of 393.00 feet;

Thence South 56° 00' 00" West, a distance of 183.00 feet to the TRUE POINT OF BEGINNING.

PARCEL "B1"

All those portions of Lots 1 and 2 in Block 28 of Lands of the Riverside Land and Irrigating Company, as shown by map on file in Book 1 of Maps, at page 70 thereof, Records of San Bernardino County, California, more particularly described as follows:

Commencing at the most westerly corner of said Lot 1;

Thence South 34° 00' 30" East, a distance of 4.00 feet to the TRUE POINT OF BEGINNING;

Thence South 34° 00' 30" East, a distance of 64.00 feet;

Thence North 56° 00' 00" East, a distance of 8.00 feet;

Thence South 34° 00' 30" East, a distance of 115.00 feet;

Thence South 56° 00' 00" West, a distance of 8.0 feet;

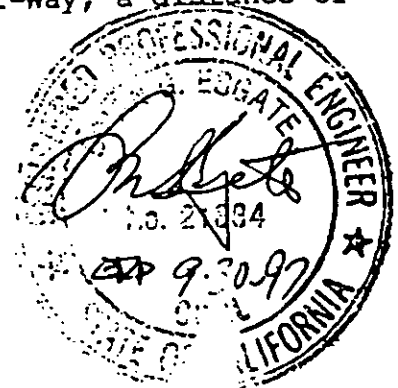
Thence South 34° 00' 30" East, a distance of 52.75 feet;

Thence South 56° 00' 00" West, a distance of 226.6 feet;

Thence North 34° 00' 30" west, a distance of 231.75 feet to a point on the Southeast Right-of Way of Indiana Avenue;

Thence North 56° 00' 00" East along said Right-of-Way, a distance of 226.60 feet to the TRUE POINT OF BEGINNING.

DESCRIPTION APPROVAL 12/21/94
[Signature]
 SURVEYOR, CITY OF RIVERSIDE by *WF*



EASEMENT AREA E1

That portion of Lot 1 in Block 28 of Lands of Riverside Land and Irrigating Company, as shown by Map on file in Book 1, Page 70 of Maps, San Bernardino County Records, described as follows:

Beginning at the most westerly corner of said Lot 1;
 Thence South $34^{\circ} 00' 30''$ East, a distance of 4.00 feet to the
 TRUE POINT OF BEGINNING;
 Thence South $34^{\circ} 00' 30''$ East, a distance of 64.00 feet;
 Thence North $56^{\circ} 00' 00''$ East, a distance of 8.00 feet;
 Thence South $34^{\circ} 00' 30''$ East, a distance of 115.00 feet;
 Thence South $56^{\circ} 00' 00''$ West, a distance of 8.00 feet;
 Thence South $34^{\circ} 00' 30''$ East, a distance of 52.75 feet;
 Thence North $56^{\circ} 00' 00''$ East, a distance of 43.00 feet;
 Thence North $34^{\circ} 00' 30''$ West, a distance of 231.75 feet;
 Thence South $56^{\circ} 00' 00''$ West, a distance of 43.00 feet to the
 TRUE POINT OF BEGINNING.

DESCRIPTION APPROVAL 12/21/94

 SURVEYOR, CITY OF RIVERSIDE by LF

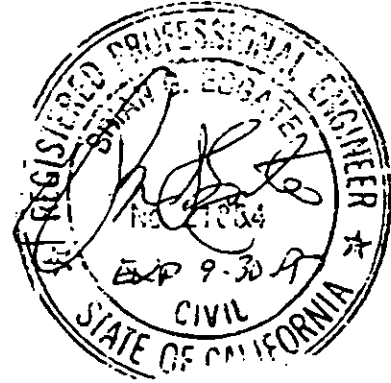


EXHIBIT B

EASEMENT AREA E2

That portion of Lot 2 in Block 28 of Lands of Riverside Land and Irrigating Company, as shown by Map on file in Book 1, Page 70 of Maps, San Bernardino County Records, described as follows:

Beginning at the most Northerly corner of said Lot 2:
 Thence South 34 Degrees 00 Minutes 30 Seconds East a distance of 4.00 feet to a point on the South Right of Way of Indiana Avenue;
 Thence, along said Right of Way, South 56 Degrees 00 Minutes 00 Seconds West a distance of 173.60 feet to the TRUE POINT OF BEGINNING;
 Thence South 34 Degrees 00 Minutes 30 Seconds East a distance of 231.75 feet;
 Thence South 56 Degrees 00 Minutes 00 Seconds West a distance of 23.00 feet;
 Thence North 34 Degrees 00 Minutes 30 Seconds West a distance of 231.75 feet;
 Thence North 56 Degrees 00 Minutes 00 Seconds East a distance of 23.00 feet to the TRUE POINT OF BEGINNING.

DESCRIPTION APPROVAL 12/21/97

M. S. R.
 SURVEYOR, CITY OF RIVERSIDE by *LF*



EXHIBIT C

EASEMENT AREA E3

All those portions of Lots 1 and 2 in Block 28 of Lands of Riverside Land and Irrigating Company, as shown by Map on file in Book 1, Page 70 of Maps, San Bernardino County Records, more precisely described as follows:

Beginning at the most Westerly corner of said Lot 1;
 Thence South 34 Degrees 00 Minutes 30 Seconds East a distance of 4.00 feet to a point on the South Right of Way of Indiana Avenue;
 Thence, along said Right of Way, Nouth 56 Degrees 00 Minutes 00 Seconds East a distance of 152.00 feet to the TRUE POINT OF BEGINNING;
 Thence South 34 Degrees 00 Minutes 30 Seconds East a distance of 395.00 feet;
 Thence South 56 Degrees 00 Minutes 00 Seconds West a distance of 325.60 feet;
 Thence North 34 Degrees 00 Minutes 30 Seconds West a distance of 163.25 feet;
 Thence South 56 Degrees 00 Minutes 00 Seconds West a distance of 23.00 feet;
 Thence South 34 Degrees 00 Minutes 30 Seconds East a distance of 186.25 feet;
 Thence North 56 Degrees 00 Minutes 00 Seconds East a distance of 371.60 feet;
 Thence North 34 Degrees 00 Minutes 30 Seconds West a distance of 418.00 feet;
 Thence South 56 Degrees 00 Minutes 00 Seconds West a distance of 23.00 feet to the TRUE POINT OF BEGINNING.

DESCRIPTION APPROVAL IZZIAF
M. S. P. by WE
 SURVEYOR, CITY OF RIVERSIDE



EXHIBIT D

