

Recording Requested
By and Mail To:

The Magnon Companies
1650 Spruce Street, Suite 400
Riverside, CA 92507

When Recorded Mail To:

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

Zoning Case No. MP-002-989

DOC # 2000-012296

01/12/2000 08:00A Fee:36.00

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Recorded in Official Records
County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RECIPROCAL ACCESS EASEMENTS

This Declaration of Covenants, Conditions and Restrictions for Reciprocal Access Easements ("Declaration") is made as of this 12th day of December, 1999, by The Magnon Companies, a California corporation ("Magnon") with reference to the following:

- A. Magnon is the fee owner of two parcels of real property in the City of Riverside, County of Riverside, State of California, ("Parcel A" and "Parcel B") more particularly described in Exhibits "A." Parcel A is adjacent to and north of Parcel B.
- B. Magnon intends on developing the parcels of real property with industrial buildings, and in connection therewith, Magnon has requested that the City of Riverside ("City") issue a building permit for industrial buildings to be constructed on Parcel A and Parcel B.
- C. As a condition of approval of Zoning Case No. MP- 002-989, the City requires that mutual ingress and egress be available for Parcel A and Parcel B.

NOW THEREFORE, in consideration of these promises, and in order to accomplish the intent of Magnon expressed herein and to meet certain conditions imposed by the City for construction, Magnon hereby declares, covenants and agrees as follows:

ARTICLE I. DEFINITIONS

1.01. **"Declaration"**. The term "Declaration" means this Declaration of Covenants, Conditions and Restrictions for Reciprocal Access Easements, as it may be amended from time to time.

1.02. **"Easement" or "Easements"**. . The term "Easement" or "Easements" means the reciprocal easement being granted herein for mutual ingress and egress for Parcel A and Parcel B, as more particularly described in section 3.01 of this document.

1.03. **"Driveway"**. The term "Driveway" means both of the shared driveways to be constructed on a part of the eastern and western portions of Parcel A and the eastern and western portion of Parcel B, respectively, extending from Palmyrita Avenue on the southern end to Parcel A, as more particularly shown in the cross hatching marked on the Site Plan attached hereto as Exhibit B.

1.04. **"Occupant"**. The term "Occupant" means the Owner or any Person entitled at any time to the use or occupancy of any portion of a Parcel or Parcels under this Declaration or under any lease, license, concession agreement, or other instrument or arrangement.

1.05. **"Owner"**. The term "Owner" or "Owners" means Magnon or Magnon's successors in interest to Parcel A or Parcel B.

1.06. **"Parcel" or "Parcels"**. The term "Parcel" or "Parcels" means Parcel A and Parcel B, individually or collectively as the context may require.

1.07. **"Person"**. The term "Person" means an individual or a partnership, firm, association, corporation, trust or any other form of legal or business entity.

1.08. **"Property"**. The term "Property" means Parcel A, and Parcel B collectively.

1.09. **"User"**. The term "User" means all Persons who have been granted permission to use any portion of the Property, including the Owners, Occupants, Employees, service and other personnel, invitees, customers, agents, and contractors.

ARTICLE II. DECLARATION

2.01. **"Declaration"**. Magnon hereby declares that each Parcel is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the covenants, conditions, restrictions, reservations, easements, rights, servitudes, liens and charges set forth in this Declaration, all of which are declared and agreed to be for the purpose of protecting the



value of the Parcels. The provisions set forth in this Declaration are imposed upon the Owners for the benefit of the Parcels and all Owners thereof. The provisions set forth in this Declaration shall be a burden upon and a benefit to the respective Parcels, the Owners thereof and their respective successors and assigns. All covenants set forth in this Declaration are intended as and are declared to be covenants running with the land as well as equitable servitudes upon the land.

ARTICLE III. EASEMENTS

3.01. **"Easement"**. Magnon reserves and grants to each Owner of Parcel A and Parcel B the following non-exclusive Easement over, across and through the burdened Parcel for ingress, egress, access and right of access by vehicular traffic over, across, in and through those portions of the burdened Parcel from time to time designated as a Driveway between the northern boundary of Parcel A, running along the eastern side of Parcel A and Parcel B to and connecting to Palmyrita Avenue at the southeast end of Parcel B, as well as the Driveway running along the western side of Parcel A and Parcel B to and connecting to Palmyrita Avenue at the Southwest end of Parcel B.

3.02. **Nature of Easements.** For purposes of the Easements granted in Paragraph 3.01 of this Declaration, the Parcel benefitted by each Easement constitutes the dominant estate, and the Parcel burdened by such Easement constitutes the servient estate. Each easement created in Paragraph 3.01 of this Declaration is appurtenant to and for the benefit of the Parcel with the dominant estate. No easement may be transferred, assigned, or encumbered except as an appurtenance to the benefitted Parcel.

3.03. **Temporary Easement.** Magnon further reserves a temporary Easement over all Parcels as may be reasonably required to facilitate construction of driveways on the Easements, and to facilitate construction of buildings and improvements upon the remainder of each Parcel.

3.04. **Easement Dimensions.** The dimensions of the Driveway shall be reasonable in light of reasonable use as determined from time to time, but in no event shall the widths be less than the City's minimum standards.

ARTICLE IV. COVENANTS

4.01. **Free Access.** The Owner of each Parcel covenants that the Owner of the benefitted Parcel shall be unimpeded in their free access to the Easement on the burdened Parcel, and that there shall be no fence, division, partition, rail or obstruction of any type or kind placed, kept, permitted or maintained by the Owner in such a manner as to interfere with the use of the Easement by the other Owner; and except as may be required minimally and temporarily at any time from time to time in connection with the maintenance and repair of the Easement areas.

4.02. **Repair and Maintenance.** The Owner of each Parcel is obligated to repair and maintain at its sole cost and expense its own respective Parcel, including any portion of an



Easement driveway on its Parcel.

4.03. **Restoration.** In the event of any damages or destruction to a Parcel's Easement driveway, whether insured or uninsured, the Owner of the Parcel on which the Easement is located shall restore and repair that portion of the Easement driveway on Owner's Parcel with all due diligence as nearly as possible to at least as good condition as it was in immediately prior to such damage or destruction.

4.04. **Owner's Rights Reserved.** Each Owner hereby reserves the right to eject or cause the ejection from the Easement or Easements, as the case may be, of any Person or Persons, and to tow or remove, or cause to be towed or removed, the vehicle of any such Person or Persons, not authorized, empowered or privileged to use such Easement pursuant to this Declaration.

ARTICLE V. TERMINATION

5.01. **Easements.** The Easements created in Article III of this Declaration shall be terminated only upon the written consent of all of the then Owners of the Parcels affected by such termination and the Planning Director of the City, or the Person succeeding to the duties of the Planning Director.

5.02. **Covenants.** Subject to the restriction on termination of the easement in paragraph 5.01, the remaining covenants, conditions and restrictions contained in this Declaration may be amended from time to time only upon written consent of all of the then Owners of the Parcels affected by such amendment.

ARTICLE VI. MISCELLANEOUS

6.01. **Attorneys' Fees.** In the event of any action between or among the Owners for breach of or to enforce any provision or right under this Declaration, the unsuccessful Owner in such action shall pay to the successful Owner all costs and expenses expressly including, but not limited to, reasonable attorneys' fees incurred by the successful Owner in connection with such action.

6.02. **Modification.** No modification, waiver, amendment, discharge, or change of this Declaration shall be valid unless same is in writing, signed by the Planning Director of the City of Riverside and signed by the Owners and recorded in the Official Records of Riverside County, California.

6.03. **Exhibits.** All Exhibits referenced in this Declaration and attached hereto are incorporated by reference into this Declaration.



IN WITNESS WHEREOF, the undersigned has executed this Declaration on the date set forth above.

The Magnon Companies, a California corporation

By: Raymond Magnon
Raymond Magnon, President

By: Deanna Magnon
Deanna Magnon, Secretary

APPROVED AS TO FORM:

Kathleen M. Gonzales
Asst. City Attorney

Date: 1-3-00

APPROVED AS TO CONTENT:

By: Bone Jenkins for
City of Riverside,
City Planning Director

Date: _____

PC:pc
Magnon\General\Easement(Palmyrita)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On Dec. 12, 1999 before me, Dawn M. Durocher-Eggering, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Raymond Magallon and Deanna Magallon
Name(s) of Signer(s)

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.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document.

Title or Type of Document: Declaration of Covenants, Conditions and Restrictions for Reciprocal Access Easements

Document Date: December 12, 1999 Number of Pages: 5

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____



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EXHIBIT "A"

PARCEL "A"

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 8, T2S, R4W OF THE SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP ON FILE IN RECORD OF SURVEY BOOK 67, PAGE 48, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 2 OF PARCEL MAP 28040, AS SHOWN BY MAP ON FILE IN PARCEL MAP BOOK 185, PAGES 31 AND 32, RECORDS OF RIVERSIDE COUNTY;

THENCE N00°01'18"E (RECORDED N00°02'00"E) ALONG THE EAST LINE OF SAID PARCEL 2 AND ALONG THE NORTHERLY PROLONGATION OF SAID EAST LINE, A DISTANCE OF 831.19 FEET TO A POINT ON THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO JERSEY WAREHOUSE PARTNERS BY DEED RECORDED JUNE 3, 1997 AS INSTRUMENT NO. 195264, RECORDS OF RIVERSIDE COUNTY;

THENCE S89°58'42"E ALONG SAID SOUTH LINE A DISTANCE OF 607.89 FEET TO A POINT ON THE WESTERLY LINE OF THE GAGE CANAL, AS SHOWN BY MAP ON FILE IN RECORD OF SURVEY BOOK 67, PAGE 48, RECORDS OF RIVERSIDE COUNTY;

THENCE S11°11'16"W ALONG THE WESTERLY LINE OF THE GAGE CANAL, A DISTANCE OF 432.20 FEET;

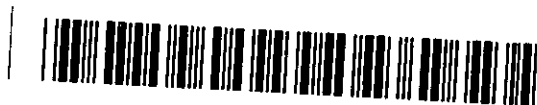
THENCE N89°58'42"W AND PARALLEL WITH THE SOUTH LINE OF THAT CERTAIN PARCEL CONVEYED TO JERSEY WAREHOUSE PARTNERS BY DEED RECORDED JUNE 3, 1997 AS INSTRUMENT NO. 195264, RECORDS OF RIVERSIDE COUNTY, A DISTANCE OF 474.19 FEET;

THENCE S00°01'18"W AND PARALLEL WITH THE EAST LINE OF SAID PARCEL 2 OF PARCEL MAP 28040, A DISTANCE OF 407.09 FEET TO A POINT ON THE NORTH LINE OF PALMYRITA AVENUE, BEING 33.00 FEET NORTH MEASURED AT A RIGHT ANGLE TO THE CENTERLINE OF PALMYRITA AVENUE;

THENCE S89°56'09"W (RECORDED AS S89°57'00"W) ALONG THE NORTH LINE OF PALMYRITA AVENUE A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

DESCRIPTION APPROVAL

[Signature] 12-28-99
CITY OF RIVERSIDE



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C/A 658

PARCEL "B"

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 8, T2S, R4W OF THE SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP ON FILE IN RECORD OF SURVEY BOOK 67, PAGE 48, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 2 OF PARCEL MAP 28040 AS SHOWN BY MAP ON FILE IN PARCEL MAP BOOK 185, PAGES 31 AND 32, RECORDS OF RIVERSIDE COUNTY;

THENCE N89°56'09"E ALONG THE NORTH LINE OF PALMYRITA AVENUE, SAID NORTH LINE BEING 33.00 FEET NORTH OF THE CENTERLINE OF PALMYRITA AVENUE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING;

THENCE N00°01'18"E AND PARALLEL WITH THE EAST LINE OF SAID PARCEL 2, A DISTANCE OF 407.09 FEET;

THENCE S89°58'42"E AND PARALLEL WITH THE SOUTH LINE OF THAT CERTAIN PARCEL CONVEYED TO JERSEY WAREHOUSE PARTNERS BY DEED RECORDED JUNE 3, 1997 AS INSTRUMENT NO. 195264, RECORDS OF RIVERSIDE COUNTY, A DISTANCE OF 474.19 FEET, TO A POINT ON THE WESTERLY LINE OF THE GAGE CANAL, SAID POINT BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 810.00 FEET, SAID POINT HAS A RADIAL LINE WHICH BEARS N78°48'44"W;

THENCE SOUTHERLY ALONG SAID CURVE, BEING THE WESTERLY LINE OF THE GAGE CANAL, THROUGH A CENTRAL ANGLE OF 13°35'44", HAVING AN ARC LENGTH OF 192.20 FEET TO A POINT WHICH HAS A RADIAL LINE WHICH BEARS S87°35'32"W;

THENCE S02°24'28"E ALONG SAID WESTERLY LINE OF THE GAGE CANAL A DISTANCE OF 204.38 FEET TO A POINT ON THE NORTH LINE OF PALMYRITA AVENUE, BEING 44.00 FEET NORTH MEASURED AT A RIGHT ANGLE TO THE CENTERLINE OF PALMYRITA AVENUE;

THENCE S89°56'09"W (RECORDED AS S89°57'00"W) ALONG THE NORTH LINE OF PALMYRITA AVENUE A DISTANCE OF 164.76 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1084.00 FEET;

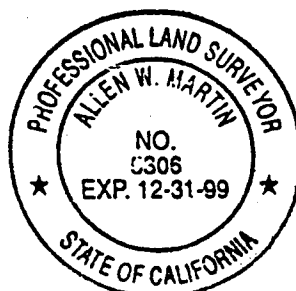
THENCE WESTERLY ALONG SAID CURVE BEING THE NORTH LINE OF PALMYRITA AVENUE THROUGH A CENTRAL ANGLE OF 05°53'42", AN ARC LENGTH OF 111.53 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 996.00 FEET, SAID POINT HAVING A RADIAL LINE WHICH BEARS N05°57'33"W;

THENCE WESTERLY ALONG SAID CURVE BEING THE NORTH LINE OF PALMYRITA AVENUE THROUGH A CENTRAL ANGLE OF 05°53'42", AND ARC LENGTH OF 102.47 FEET TO POINT HAVING A RADIAL LINE WHICH BEARS S00°03'51"E, SAID POINT BEING 33.00 FEET NORTH MEASURED AT A RIGHT ANGLE TO THE CENTERLINE OF PALMYRITA AVENUE AS SHOWN BY SAID PARCEL MAP 28040;

THENCE S89°56'09"W ALONG SAID NORTH LINE OF PALMYRITA AVENUE A DISTANCE OF 89.87 FEET TO THE POINT OF BEGINNING.

PREPARED BY:

ALLEN W. MARTIN, PLS 5306



DESCRIPTION APPROVAL

[Signature] 12/28/99
SUPERVISOR, CITY OF RIVERSIDE



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S89°58'42"E ~ 607.89'

PARCEL "A"

5.98 Ac.

S11°11'18"W ~ 432.20'

S89°58'42"E ~ 474.19'
N89°58'42"W ~ 474.19'

N78°48'44"W (R)

PARCEL "B"

4.26 Ac.

①

S87°35'32"W (R)

① $\Delta=13^{\circ}35'44''$
R=810.00'
L=192.20'

② $\Delta=05^{\circ}53'42''$
R=1084.00'
L=111.53'

③ $\Delta=05^{\circ}53'42''$
R=996.00'
L=102.47'

S02°24'28"E
204.36'



N00°01'18"E ~ 407.08'
S00°01'18"W ~ 407.08'

N89°56'09"E
50.00'

S89°56'09"W
89.87'

S00°03'51"E (R)

N06°57'33"W (R)

PARCEL "A"

O.B. PARCEL "B"

S89°56'09"W
50.00'

S89°56'09"W
164.78'

PALMYRITA AVE.
N89°56'09"E

33'

1" = 100'

SEPT. 1, 1998

98126

LOT LINE ADJUSTMENT

LL-9-990

Southland Engineering
2200 BUSINESS WAY, Ste. 100
RIVERSIDE, CA. 92501
(909) 788-8488

Sheet

1

CIA 658

EXHIBIT "B"



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CIA 658-10

Fire Department Notes

1. Fire Department has reviewed the site plan and has no objections to the proposed fire lanes and fire hydrant locations.

2. Fire Department has reviewed the site plan and has no objections to the proposed fire lanes and fire hydrant locations.

3. Fire Department has reviewed the site plan and has no objections to the proposed fire lanes and fire hydrant locations.

4. Fire Department has reviewed the site plan and has no objections to the proposed fire lanes and fire hydrant locations.

5. Fire Department has reviewed the site plan and has no objections to the proposed fire lanes and fire hydrant locations.

6. Fire Department has reviewed the site plan and has no objections to the proposed fire lanes and fire hydrant locations.

7. Fire Department has reviewed the site plan and has no objections to the proposed fire lanes and fire hydrant locations.

8. Fire Department has reviewed the site plan and has no objections to the proposed fire lanes and fire hydrant locations.

9. Fire Department has reviewed the site plan and has no objections to the proposed fire lanes and fire hydrant locations.

10. Fire Department has reviewed the site plan and has no objections to the proposed fire lanes and fire hydrant locations.

Posting of Fire Lanes

1. The fire lanes shall be posted with the following signs:

- Fire Lane
- No Parking
- No Stopping
- No Loading/Unloading
- No Standing
- No Waiting
- No Obstruction
- No Encroachment
- No Encroachment
- No Encroachment

2. The fire lanes shall be posted with the following signs:

- Fire Lane
- No Parking
- No Stopping
- No Loading/Unloading
- No Standing
- No Waiting
- No Obstruction
- No Encroachment
- No Encroachment
- No Encroachment

3. The fire lanes shall be posted with the following signs:

- Fire Lane
- No Parking
- No Stopping
- No Loading/Unloading
- No Standing
- No Waiting
- No Obstruction
- No Encroachment
- No Encroachment
- No Encroachment

4. The fire lanes shall be posted with the following signs:

- Fire Lane
- No Parking
- No Stopping
- No Loading/Unloading
- No Standing
- No Waiting
- No Obstruction
- No Encroachment
- No Encroachment
- No Encroachment

Job Address

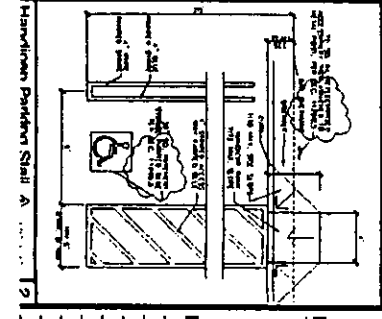
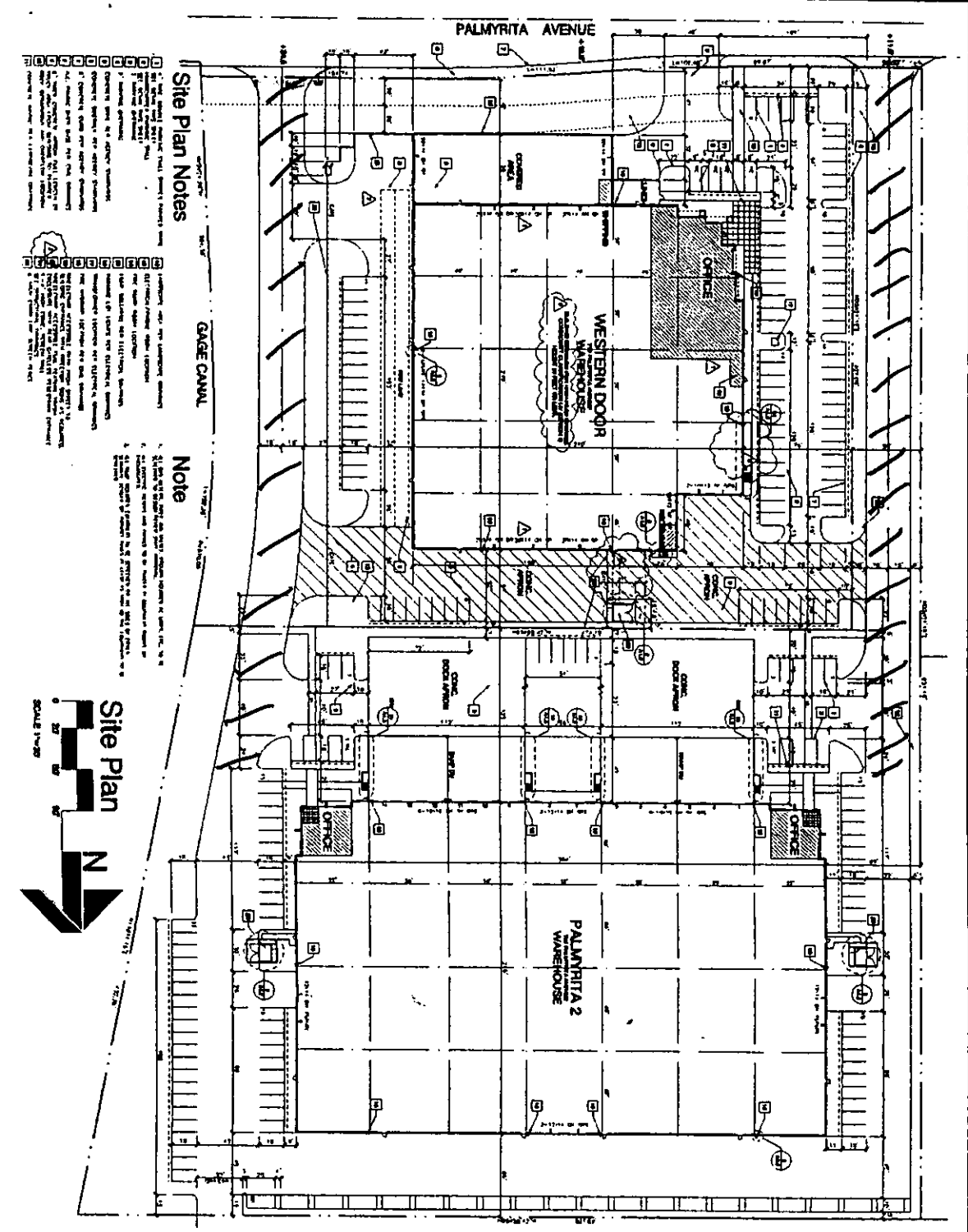
715 Palmyrita Avenue
Palmyra, PA 19362

Project Information

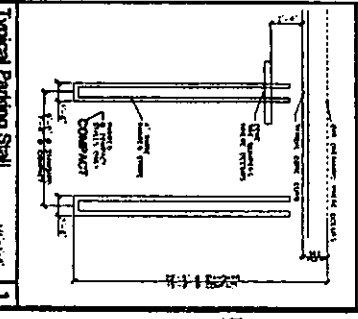
WESTERN DOOR
100-000-000
100-000-000

DATE: 11/17/99
TIME: 11:34:06 AM

CIA 658



MA COMP
WES
INDUS BUI
715 Palmyrita Ave



MA COMP
WES
INDUS BUI
715 Palmyrita Ave

CARTER REDISH ARCHITECT

940 Calle J
Suite 100
San Clemente
CA 92673

TEL: 949-488-3535
FAX: 949-488-3811
E-MAIL: cr@crd.com

MA COMP
WES
INDUS BUI
715 Palmyrita Ave

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JOB: 89-0882/2/17/18
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