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Riverside, California 92522

Project: CU-014-023  
*Brockton*

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**COVENANT AND AGREEMENT  
TO REMOVE ABANDONED WIRELESS FACILITY**

THIS COVENANT AND AGREEMENT TO REMOVE ABANDONED WIRELESS FACILITY is made and entered into this fifth day of January, 2003, by Los Angeles SMSA Limited Partnership, a California limited partnership d/b/a Verizon Wireless, by Airtouch Cellular, its General Partner, with its principal office located at 180 Washington Valley Road, Bedminster, New Jersey 07921 ("Verizon Wireless"), and Riverside Lodge No. 643 of The Benevolent and Protective Order of Elks, an Association, with their mailing address located at 6166 Brockton Avenue, Riverside, CA 92506-2201 (collectively "Owner") with reference to the following facts:

A. Owner is the owner in fee of that certain parcel of real property commonly known as 6166 Brockton Avenue, Riverside, California 92506-2201 and more particularly described in Exhibit A attached hereto (the "Property") and incorporated herein by reference.

B. Pursuant to a Land Lease Agreement dated June 20<sup>th</sup>, 2002, Verizon Wireless has leased a portion of the Property from Owner for the purpose of constructing and operating a wireless communications facility on the Property. Verizon Wireless has obtained a Minor Conditional Use Permit identified as CU-014 -023 from the City of Riverside ("City") authorizing such use (the "CUP") subject to certain conditions ("Conditions of Approval").

C. As a Condition of Approval, Verizon Wireless must furnish documentation approved by the City ensuring removal of the antenna and equipment structure and all other related facilities (the "Structure") in the event the CUP becomes void or the Structure is abandoned. In lieu of a surety bond securing removal of the Structure, the parties have agreed to record this Covenant and Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties covenant and agree as follows:

1. **Removal.** Pursuant to Section 8(a) of the Conditions of Approval, if the Structure is abandoned, or if the CUP becomes void as set forth in Section 19.64.170 of the Riverside Municipal Code, then Verizon Wireless shall immediately remove the Structure from the Property.

2. **Notice to Owner and Verizon Wireless.** In the event Verizon Wireless fails to remove the Structure, the City shall provide written notice of such failure to Owner and Verizon Wireless. Notice shall be sent to the parties at the addresses listed in the opening paragraph. Owner and Verizon Wireless shall then have 90 days within which to provide reasonable verification to the City's Department of Planning that either: (1) the Structure has in fact been removed; or (2) that the Structure remains in use and that the CUP has not become void.

3. **Hearing before Planning Commission.** Within the 90-ninety day notice period, should either Owner or Verizon Wireless object in writing to the removal of the Structure, the objecting party shall request a public hearing before the City Planning Commission. Said hearing shall be conducted not less than 30 days from the written objection.

4. **Appeal to City Council.** Within ten days after the date upon which the Planning Commission announces its decision, a written appeal therefrom may be taken to the City Council. Such an appeal shall be made by filing a letter of appeal with the Planning Department setting forth the grounds upon which the appeal is based.

5. **Removal by City.** If the City Council upholds the Planning Commission's decision and the Structure is not removed within seventy-two (72) hours, then the City shall have the right, upon no less than twenty-four (24) hours notice, to enter the Property for the sole purpose of removing the Structure and shall provide a written accounting of the actual costs incurred to complete the removal as reasonably evidenced by contractor invoices or other evidence of removal expenditures ("Removal Costs").

6. **Lien to Secure Removal Costs.** In the event Verizon Wireless and Owner fail to reimburse the City's verified Removal Costs within fifteen (15) days, then the City shall have the right to record a lien against the Property in an amount equal to the Removal Costs.



7. **Termination.** The covenants, conditions, and restrictions contained in this Covenant may be terminated and/or amended from time to time only upon written consent of all parties or their successors, along with the Planning Director of the City, or the person succeeding to the duties of the Planning Director.

8. **Successors.** This Covenant shall run with the land and each and all of its terms shall be binding upon the parties hereto, their heirs, successors and assigns.

9. **Modification or Discharge.** No modification, waiver, amendment, discharge, termination, or change of this Covenant and Agreement shall be valid unless same is in writing, signed by the all of the parties hereto, or their successors, and by the Planning Director of the City, or the person succeeding to the duties of the Planning Director, and recorded in the Official Records of Riverside County, California.

10. **Enforcement.** The terms of this Covenant and Agreement may be enforced by the City or other parties, or their successors or assigns. The prevailing party in an action to enforce any of the terms of this Covenant and Agreement shall be entitled to costs of suit, including expenses, fees, costs and reasonable attorneys' fees.

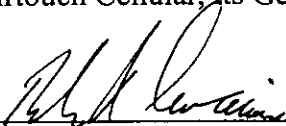
11. **Venue.** Any action at law or in equity brought by any party for the purpose of enforcing a right or rights provided for by this Covenant and Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California.

IN WITNESS WHEREOF, the undersigned have executed this Covenant and Agreement on the date first set forth above.

VERIZON WIRELESS:

Los Angeles SMSA Limited Partnership, a California limited partnership d/b/a Verizon Wireless

By: Airtouch Cellular, its General Partner



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By Robert F. Swaine  
West Area Vice President—Network



**Exhibit A: Legal Description of Property**

**Parcel 1:**

All that portion of government Lot 3 in the northwest quarter of Section 34, Township 2 south, Range 5 west, San Bernardino Base and Meridian, as shown by United States Government Survey, described as follows:

Beginning at a point on the easterly line of the south Brockton Avenue, 753.92 feet southerly from the intersection of the centerline of Jurupa Avenue with the northerly prolongation of the easterly line of south Brockton Avenue; thence easterly parallel with the southerly line of Jurupa Avenue, 352.67 feet, more or less, to the westerly line of Nogales Tract, as shown by map of file in book 9, page 7 of maps, records of Riverside County, California; thence northerly, on the westerly line of said Nogales Tract, 200 feet; thence westerly parallel with the southerly line of Jurupa Avenue, 352.67 feet, more or less, to the easterly line of south Brockton Avenue; thence southerly, on said easterly line, 200 feet to the point of beginning.

Excepting therefrom the westerly 120 feet for the widening of Brockton Avenue, conveyed to the City of Riverside by deed recorded January 7, 1925 in book 544, page 248, of deed, Riverside County Records.

**Parcel 2:**

All that portion of Government Lot 3 in the northwest quarter of Section 34, Township 2 south, Range 5 west, San Bernardino Base and Meridian, as shown by United States Government Survey, described as follows:

Commencing at the intersection of the centerline of Jurupa Avenue with the northerly prolongation of the east line of south Brockton Avenue; thence south, along the east line of south Brockton Avenue, 403.36 feet to the true point of beginning; thence south, along the east line of southern Brockton Avenue 150.56 feet, to a point 553.92 feet south of the centerline of Jurupa Avenue; thence east, parallel with the south line of Jurupa Avenue, 352.67 feet, more or less, to the easterly line of that certain parcel of land conveyed to M.C. Charlton and Florence Charlton, His Wife, by deed recorded February 1, 1922 in book 555, page 356, of deeds, Riverside County Records; thence north, along said east line, 150.56 feet, more or less, to the northeast corner of said parcel; thence west, along the north line of said parcel, 352.7 feet, to the true point of beginning.

Excepting therefrom the westerly 10 feet for the widening of Brockton Avenue, conveyed to the City of Riverside by deed recorded January 6, 1925 in book 544, page 428, of deed, Riverside County Records.

DESCRIPTION APPROVAL 3 27/03  
*Walter R. Inyc*  
SURVEYOR, CITY OF RIVERSIDE

105



OWNER:

Riverside Lodge No. 643 of The Benevolent and Protective  
Order of Elks, an Association

By Bill Sexton  
Bill Sexton

By Bill Sexton  
Chairman of the Board

3-25-03

APPROVED AS TO CONTENT:

Jol A S L  
Planning Department

APPROVED AS TO FORM:

Mark Smith  
Deputy City Attorney



**ALL-PURPOSE ACKNOWLEDGEMENT**

State of California

County of RIVERSIDE } ss.

On 3.25.03 before me, TINA FLORES,  
(DATE) (NOTARY)

personally appeared BILL SEXTON  
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.

Tina Flores  
NOTARY'S SIGNATURE

**OPTIONAL INFORMATION**

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgement to an unauthorized document.

**CAPACITY CLAIMED BY SIGNER (PRINCIPAL)**

- INDIVIDUAL
- CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_  
\_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

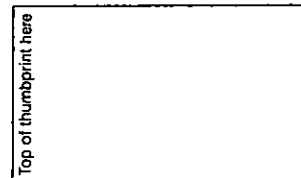
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**RIGHT THUMBPRINT**  
OF  
SIGNER



CORPORATE ACKNOWLEDGMENT

STATE OF ARIZONA )  
 ) SS.  
COUNTY OF MARICOPA )

On this 25th day of March, 2003, before me, the undersigned, a Notary Public in and for the State of Arizona, duly commissioned and sworn, personally appeared Robert F. Swaine to me known to be an authorized representative of Los Angeles SMSA Limited Partnership, a California limited partnership, dba Verizon Wireless, By AirTouch Cellular, a California corporation, Its General Partner, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Los Angeles SMSA Limited Partnership dba Verizon Wireless, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Janet Loebis  
Print or Type Name: Janet Loebis  
Notary Public in and for the State of AZ, residing at  
Maricopa County  
My appointment expires: 12/24/06

