

WHEN RECORDED MAIL TO:

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

Project: CU- 002-023

DOC # 2003-323933

05/06/2003 08:00A Fee:25.00

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Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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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 6th day of March, 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"), **James L. Preston, a married man and Milt L. Preston, II also known as Milt L. Preston, an unmarried man**, with their mailing address located at **3180 Cridge Street, Riverside California** (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 **3180 Cridge Street, Riverside, California** and more particularly described in Exhibit A attached hereto (the "Property") and incorporated herein by reference.

B. Pursuant to a Land Lease Agreement dated **May 15, 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-002-023 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.

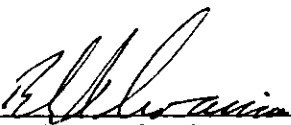
11. **Venue.** Any action at law or in equity brought by any party for the purpose of enforcing a right or rights provided for by this Covenant and Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California.

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

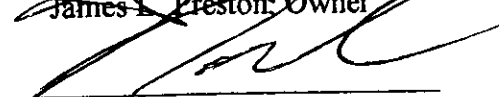
By 
Robert F. Swaine
Its West Area Vice President-Network



OWNERS:

James L. Preston, a married man and Milt L. Preston, II also known as Milton L. Preston, an unmarried man

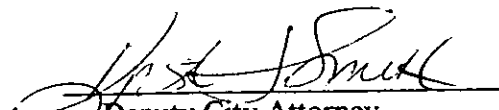
By 
James L. Preston, Owner

By 
Milt L. Preston, II, Owner

APPROVED AS TO CONTENT:


Planning Department

APPROVED AS TO FORM:


Deputy City Attorney



STATE OF California)
) ss.
COUNTY OF Riverside)

On December 9, 2002 before me, Kristen K Sanders

personally appeared JAMES PRESTON

proved to me on the basis of satisfactory evidence, (or)
 personally known to me

to be the persons whose names is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]

[Seal]



STATE OF California)
) ss.
COUNTY OF Riverside)

On December 9, 2002 before me, Kristen K Sanders

personally appeared Milt L. Preston, II, also known as Milton L. Preston

proved to me on the basis of satisfactory evidence, (or)
 personally known to me

to be the persons whose names is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]

[Seal]



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CORPORATE ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

On this 6th 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 Loeb
Print or Type Name: Janet Loeb
Notary Public in and for the State of AZ, residing at
Maricopa County
My appointment expires: 12/24/06



EXHIBIT "A"

Legal Description of Property

Parcel 1:

Lot 4 of Mrs. Almira L. Knapp's Subdivision on file in book 4 page 102 of maps, records of Riverside County, California;

Excepting therefrom the Southerly 105 feet, said except portion being described as follows:

Beginning on a line between Lots 4 and 5 of said Almira L. Knapp's Subdivision at a point 200 feet Southerly from the Southerly line of North Street, as shown by said map, when measured on a line on continuation of the Lot line between said Lots 4 and 5; thence Westerly, parallel with North Street, to the Easterly line of the right of way of the upper canal of the Riverside Water Company, as shown by said map; thence Southerly along the Easterly line of said right of way of said canal, to the North line of West Date Street, as shown by said map; thence Easterly along the North line of West Date Street, 13.65 feet to the line between Lots 4 and 5; thence Northerly, on a line between said Lots 4 and 5, 103 feet; more or less, to the point of beginning.

Parcel 2:

Lot 3 of Mrs. Almira L. Knapp's Subdivision, as shown by map on file in book 4 page 102 of maps, records of Riverside County, California;

Excepting therefrom that portion described as follows:

Beginning at a point on the Southerly line of said Lot 3; distant 9 feet Easterly from the Northwesterly corner thereof; thence Westerly 9 feet to said Southwesterly corner; thence Northerly along the Westerly line of said Lot 3, a distance of 12 feet; thence Southerly 15 feet to the point of beginning.

Parcel 3:

Lot 5 of Mrs. Almira L. Knapp's Subdivision, as shown by map on file in book 4 page(s) 102 of maps, records of Riverside County, California.

Parcel 4:

Lot 2 of Mrs. Almira L. Knapp's Subdivision, as shown by map on file in book 4 page(s) 102 of maps, records of Riverside County, California;

Except therefrom that portion as conveyed to the City of Riverside by Deed recorded November 1, 1983 in the Instrument No. 435377 of Official Records of Riverside County, California.



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