

WHEN RECORDED MAIL TO:

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

Project: 14779 Wood Road,
Riverside, California 92508

DOC # 2008-0600204
11/13/2008 08:00A Fee:24.00
Page 1 of 6
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



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COVENANT AND AGREEMENT
FOR ROADWAY ACCESS

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THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 12TH day of NOVEMBER, 2008, by and between Steve Sigloch and Chancy Sigloch, ("Declarants"), with reference to the following facts:

A. Steve Sigloch and Chancy Sigloch are the fee owners of the following described real property situated in the City of Riverside, County of Riverside, State of California, hereinafter referred to as "Parcel 2":

Parcel 2 of Parcel Map 13473 as shown by Map on file in Book 72 of Parcel Maps at Pages 65 and 66 thereof, Records of Riverside County, California.

B. Steve Sigloch and Chancy Sigloch desire to improve and develop Parcel 2 by constructing a single family home. In connection with such development, Steve Sigloch and Chancy Sigloch have submitted to the City of Riverside certain grading plans for PW07-0924, which shows that said Parcel 2 is currently landlocked and has no access to a public right of way. The above owners propose to gain access across said adjacent Parcel 2 and hereby grant the City of Riverside an easement for emergency access and maintenance across said Parcel 2 for such purpose.

NOW, THEREFORE, for the purposes of complying with the conditions imposed by the City of Riverside for the issuance of building and grading permits, Declarants here by covenant and agree with the city that the following restrictions shall apply to the Property:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated into this Covenant by reference.
2. Construction of Roadway. Steve Sigloch and Chancy Sigloch shall construct or cause to be constructed the roadway on Parcel 2 and shall maintain in

good repair subject to the authority of the City of Riverside Public Works Department.

3. Noninterference with Cross-Lot Drainage Facilities/Swales. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken on Parcel 4 which may damage, interfere with, obstruct, or retard the flow of drainage waters through the drainage facilities/swales constructed in accordance with the grading plans for PW07-0924 filed with and accepted by Public Works Department of City.

4. Release. Declarants and each of them, for themselves and their respective successors and assigns, hereby release City, its officers and employees from any and all claims, demands, suits or other actions that they may now or in the future have arising out of or incurred as a result of the construction of the roadway, maintenance of the roadway, drainage waters flooding, flowing over, or remaining on the parcels, whether due to natural surface water and storm water runoff or to the construction or maintenance of the drainage facilities/swales described above and the diversion of water into such facilities/swales. Declarants and each of them, for themselves and their respective successors and assigns, waive any and all rights and benefits which they now have, or in the future may have, conferred upon the by virtue of the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

In this connection, Declarants and each of them agree, represent and warrant that they are familiar with, have read, and understand Civil Code Section 1542, and Declarants realize and acknowledge that factual matters now unknown to them may have given, or may hereafter give rise to claims, which are presently unknown, unanticipated and unsuspected. Declarants further agree, represent and warrant that this release has been negotiated and agreed upon in light of such realization and that Declarants nevertheless intend to release, discharge, and acquit City from any such unknown claims which are in any way related to roadway construction, roadway maintenance, water flooding, flowing over, or remaining on the parcels whether due to natural surface water or storm water runoff or the construction or maintenance of the drainage facilities/swales described above and the diversion of drainage waters into such facilities/swales.

5. Enforcement. The provisions of this Covenant shall be enforceable at law or in equity by the City, its successors or assigns. Should the City bring an action to enforce the terms of the Covenant, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees, and reasonable costs of suit. The failure of City to enforce any provision of this Covenant shall in no event be

deemed to be a waiver of the right to do so thereafter nor the right to enforce any other provision hereof.

6. This Covenant shall run with the land and each and all of its terms shall be binding upon Declarants, their heirs, successors and assigns, and shall continue in effect until such time as released by the Public Works Director of the City of Riverside, California, by a writing duly recorded.

7. FURTHER, Declarants and each of them hereby represent and warrant that they have the legal power, right and actual authority to subject their respective parcels to the restrictions, terms and conditions stated herein.

IN WITNESS WHEREOF, Declarant has caused this Covenant and Agreement to be executed as of the day and year first written above.

Steve Sigloch

Steve Sigloch - owner
Title:

Chancy Sigloch

Chancy Sigloch - owner
Title:

STATE OF CALIFORNIA)

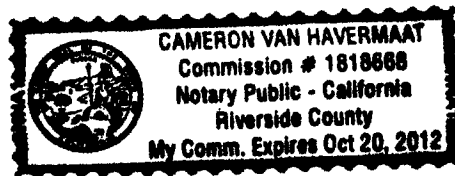
COUNTY OF RIVERSIDE) SS

On NOVEMBER 12, 2008, before me, CAMERON VAN HAVERMAAT, NOTARY PUBLIC, personally appeared CHANCY A. SIGLOCH, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

C. Van Havermaat
Notary Signature



STATE OF CALIFORNIA)

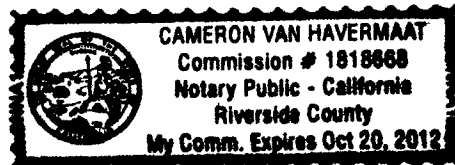
COUNTY OF RIVERSIDE) SS

On NOVEMBER 12, 2008, before me, CAMERON VAN HAVERMAAT, NOTARY PUBLIC, personally appeared STEVE SIGLOCH, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

C. Van Havermaat
Notary Signature



April 22, 2008

EXHIBIT "A"
Parcel Map 13473, Lot "B"
APN: 276-100-009
Ingress/Egress Easement

That portion of Lot "B" Parcel Map No. 13473, as shown by Map on file in Book 72 of Maps at Page 65-66 thereof, Records of Riverside County, California, described as follows:

Commencing at the easterly most corner of said Lot "B";

thence S79°08'45"W along the northerly line of said Lot "B", a distance of 12.87 feet to the point of beginning;

thence continuing along said northerly line S.79°08'45"W., a distance of 20.00 feet;

thence S10°51'15"E, a distance of 27.69 feet to a point on the southerly line of said Lot "B"; This line being designated as Course "A";


thence N39°02'20"E along the southerly line of said Lot "B", a distance of 26.15 feet to a line that is parallel with and distant 20.00 feet easterly, as measured at right angles, from said Course "A";

thence N10°51'15"W, parallel to Course "A", a distance of 10.84 feet to the **Point of Beginning**.

The above described area contains 385 square feet more or less.


COLLINS & ASSOCIATES ENGINEERING, INC.

Prepared under the supervision of:

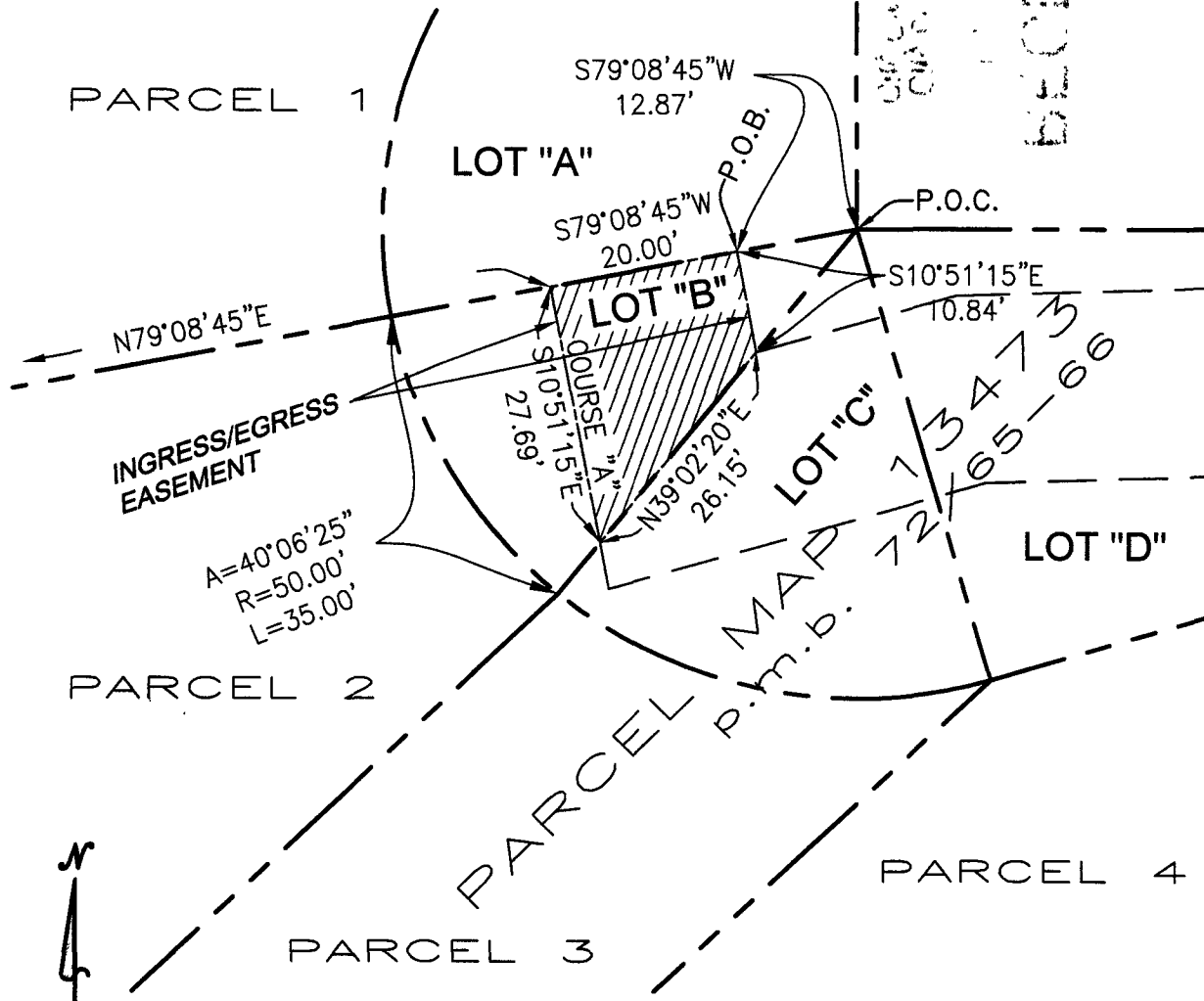

Alfred J. Thelwell L.S. 6999 Date 4-25-08



DESCRIPTION APPROVAL:

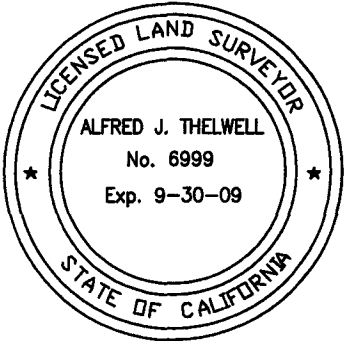
BY:  4/25/08
DATE

FOR: MARK S. BROWN
CITY SURVEYOR



SCALE: 1"=20'
SHEET 1 OF 1

THIS PLAT IS SOLELY AN AID IN
LOCATING THE PARCEL(S) DESCRIBED
IN THE ATTACHED DOCUMENT. IT IS NOT
A PART OF THE WRITTEN DESCRIPTION THEREIN.



86-4

Collins & Associates Engineering, Inc.
Civil Engineering - Land Surveying - Planning
3741 Merced Drive, Suite E2 Riverside, CA 92503
Tel: 951-353-2300 Fax: 951-353-2305

CIA 1061