

286569

When Recorded Mail Title **BEST AMERICAN TITLE CO.**

City of Riverside
Attn: City Engineer
3900 Main Street
Riverside, California 92522

RECEIVED FOR RECORD
3 Min. Past 10 o'clock AM

DEC 19 1985

Recorded in Official Records
of Riverside County, California

William E. Stoney
RECORDER
Fees \$17

17
7

COVENANT AND AGREEMENT
AND GRANT OF EASEMENTS

(Parcel Map No. 21047)

THIS COVENANT AND AGREEMENT is made and entered into this 9TH
day of DECEMBER, 1985, by CHARLES W. WARE, hereinafter called
"Declarant", with reference to the following facts:

A. Declarant is the fee owner of the real property (the
"Property") in the City of Riverside, County of Riverside,
State of California, described as follows:

Parcels 1 and 2 of Parcel Map No. 21047, as shown by
map on file in Book 133 of Parcels Maps, at pages 3
and 4 thereof, Records of Riverside County,
California.

B. Declarant desires to improve the Property as part of a
commercial development and to adopt and establish
covenants, conditions, restrictions and easements upon and
with respect to the Property for such purpose, all of
which is in the furtherance of a general plan for the
division and improvement of the Property and for the
purpose of enhancing, maintaining and protecting the
value, desirability and attractiveness of the Property,
and upon and subject to which all of the Property shall be
held, improved and conveyed.

DESCRIPTION APPROVAL
12-9-85
P. H. H. H.
Surveyor

C/A 133

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C. The City of Riverside (the "City") as a condition to the approval of Parcel Map No. 21047 to divide the Property into two (2) parcels is requiring that mutual access for ingress, egress, parking and utilities across both parcels of Parcel Map 21047 be established.

NOW, THEREFORE, Declarant declares that the Property is, and shall hereafter be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the following covenants, conditions, restrictions and easements, all of which are declared and agreed to be in furtherance of a general plan for the division, development, improvement, protection, maintenance, leasing and sale of the Property, and all of which are declared and agreed to be for the purpose of enhancing, maintaining and protecting the value, desirability and attractiveness of the Property, and all of which are in consideration of the approval by the City of Parcel Map 21047 dividing the Property into two parcels. All of the covenants, conditions, restrictions and easements shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the Property or any parcel or portion thereof, and shall be binding on and inure to the benefit of each heir, successor and assignee in interest to each such party. Any conveyance, transfer, sale, assignment, lease or sublease made by the owner of a parcel of the Property shall be and hereby is deemed to incorporate by reference all of the provisions of the Covenant and Agreement including, but not limited to all the covenants, conditions, restrictions, limitations, grants of easements, rights, rights-of-way and equitable servitudes contained herein.

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1. Declarant does hereby establish perpetual, mutual, reciprocal, and nonexclusive easements for ingress and egress of motor vehicles and pedestrians on, over and across those portions of the Property designated by the slash markings on Exhibit A, attached hereto and incorporated herein by this reference, and constructed for driveway or access purposes in order to ensure that the owner(s) or occupant(s) of said Property, or their successors, shall have reasonable access to Arlington Avenue, a public street, across both parcels in accordance with good traffic engineering practices. In addition, Declarant does hereby establish a perpetual nonexclusive easement for the parking of motor vehicles on that portion of Parcel 2 of Parcel Map 21047 designated by the slash marking on said Exhibit A and not set aside for driveway purposes for the use and benefit of and as an easement appurtenant to Parcel 1.

2. Declarant does hereby establish nonexclusive easements for the reasonable drainage of surface storm waters into, out of, over and across the Property, pursuant to a grading and drainage plan submitted by Declarant to the City of Riverside in conjunction with Parcel Map 21047.

3. Declarant does hereby establish nonexclusive private easements for utility purposes on, over, under and across those portions of the Property not the site of a building which may reasonably be necessary to secure utilities for the buildings and other structures and facilities constructed or to be constructed on the Property.

4. Declarant does hereby establish nonexclusive easements for private underground sewer and storm drain facilities on, over, under and across that portion of Parcel 2 of Parcel Map 21047 shown by the

cross-hatching on the attached Exhibit A, for the use and benefit of and as an easement appurtenant to Parcel 1.

5. In the event of any interference or threatened interference with the nonexclusive easements established in Paragraphs 1 through 4 above, Declarant or the owner of any portion of the Property shall have the right to enjoin such interference or threatened interference in a court of competent jurisdiction.

6. In the event the Declarant shall sell or convey any interest in one or both of the parcels of the Property as above described, the Declarant shall by separate instrument or in the grant or conveyance of such parcel grant or reserve as is appropriate all or any part of the nonexclusive easements above described as is necessary to ensure that both parcels shall have such nonexclusive easements, rights and privileges for ingress and egress, parking, surface storm water drainage, utilities, underground storm drain and sewer facilities to ensure the proper and orderly development, use and maintenance of each parcel.

7. Declarant and each successive owner, lessee or occupant of any portion of the Property hereby release the City of Riverside, its officers, employees and agents from any and all claims, demands, suits or actions that the Declarant or such owner, lessee or occupant or their heirs, successors or assigns may now or in the future have arising out of or incurred as a result of the approval of the map for Parcel Map 21047 or that grading and drainage plan for said parcel map.

8. This Declaration may not be modified in any respect whatsoever by Declarant or his successors, or rescinded in whole or in part without the prior written approval of the City of Riverside.

9. In the event of any controversy, claim or dispute relating to this Covenant and Agreement or the breach thereof, the prevailing

party shall be entitled to recover from the losing party reasonable attorneys' fees and costs.

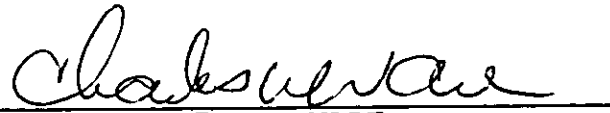
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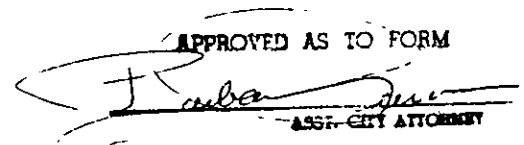
10. This Covenant and Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of Declarant.

11. The easements created hereby shall run with each and every portion of the Property and shall inure to and pass with each and every such portion, and shall apply and pass to the respective successors in interest thereof.

12. Nothing in this Covenant and Agreement shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purpose whatsoever; it being the intention that the Declaration will be strictly limited to and for the purposes set forth hereinabove.

IN WITNESS WHEREOF Declarant has duly executed this Covenant and Agreement on the day and year first above written.


CHARLES W. WARE

APPROVED AS TO FORM

ASST. CITY ATTORNEY

BP/0059Z/jm
12/6/85

State of California }
County of Riverside } SS.

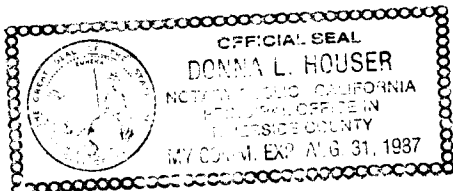
On this the 9th day of December 1985, before me,

Donna L. Houser
the undersigned Notary Public, personally appeared

Charles W. Ware

personally known to me
 proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) he subscribed to the
within instrument, and acknowledged that he executed it.
WITNESS my hand and official seal.

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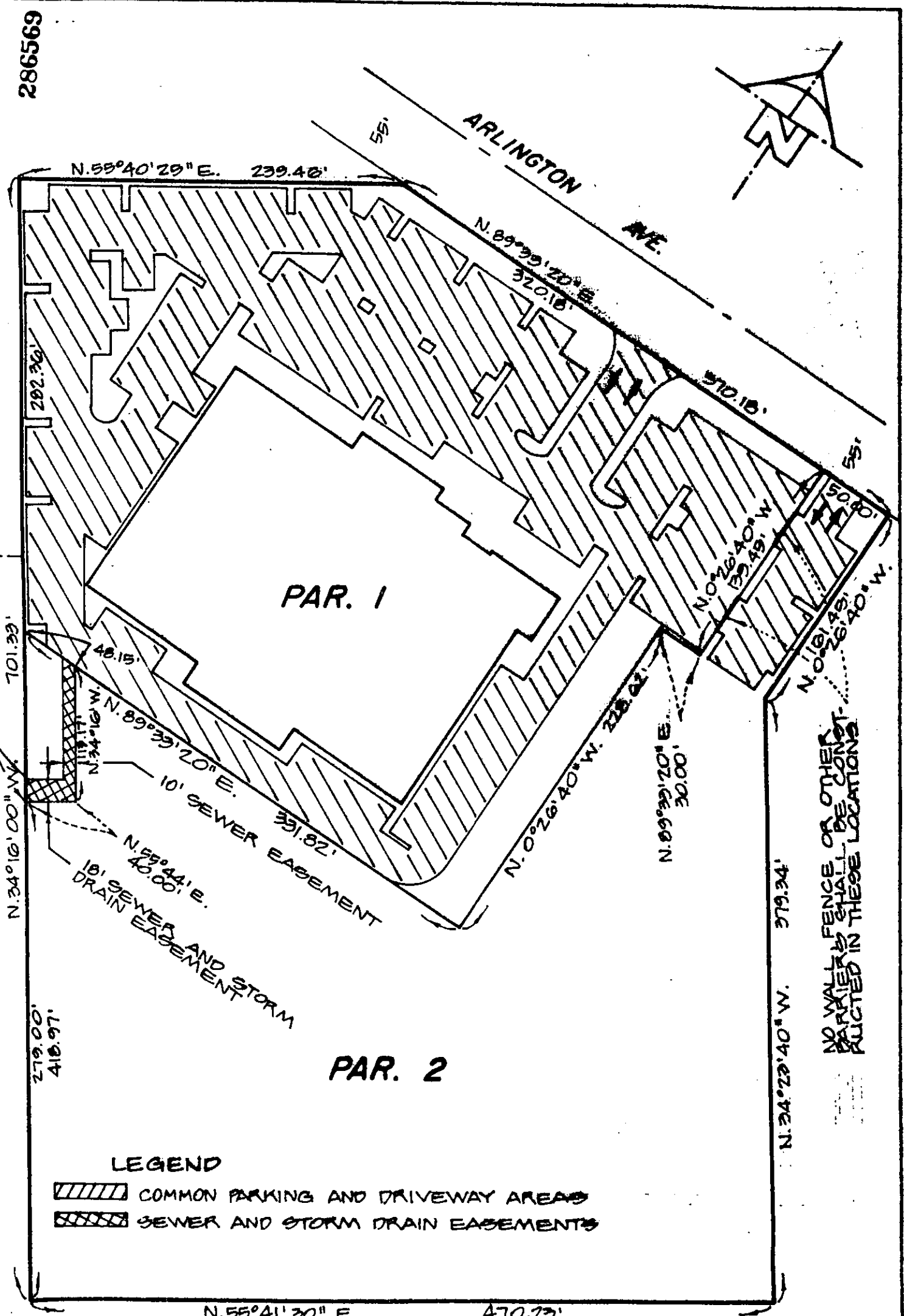


Donna L. Houser
Notary's Signature

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TR. NO. 19746 M.B. 151/61,62 18.00' P.M. NO. 16254 P.M.B. 87/25,26

286569



N.55°41'30" E. 470.23'
REMBROKE MANOR M.B. 32/58

• CITY OF RIVERSIDE, CALIFORNIA •

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. SHEET 1 OF 1 78-144

SCALE: 1" = NONE DRAWN BY A.G. DATE 11/26/85 SUBJECT P.M. 21047

EXHIBIT A

C/R 133