

314054

WHEN RECORDED MAIL NO.:

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

Project: Building Permit
3901 Carter Avenue

RECEIVED FOR RECORD
AT 8:30 O'CLOCK

AUG 23 1990

Recorder of Official Records
of Riverside County, California

William F. Urbano
Recorder

Fees \$

AGREEMENT AND GRANT OF EASEMENT

This Agreement and Grant of Easement is made and entered into this 23rd day of August, 1990, by WILLIAM F. URBANO, hereinafter referred to as "Declarant", with reference to the following facts:

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

Parcel 3 of Parcel Map 22929, as shown by map on file in Book 151 of Parcel Maps, at pages 77 and 78 thereof, records of Riverside County, California.

Parcel 4 of Parcel Map 22929, as shown by map on file in Book 151 of Parcel Maps, at pages 77 and 78 thereof, records of Riverside County, California.

Parcels 3 and 4 are adjoining parcels. Parcel 3 has a street address of 3901 Carter Avenue, Riverside, California. Parcel 4 has a street address of 3931 Carter Avenue, Riverside, California.

B. Declarant has applied to the City of Riverside (the "City") for a building permit to construct a building on Parcel 3. Declarant proposes to place certain of its required parking spaces for Parcel 3 on the southerly seventy-eight (78) feet of Parcel 3. Declarant proposes to place certain of its required parking spaces and loading area on the northerly seventy-two (72) feet of Parcel 3. The access to such parking spaces and loading area is along a driveway located on the easterly thirty (30) feet of Parcel 4 adjacent to Parcel 3. In addition, Declarant proposes to use for its fire service protection for Parcel 3, a City fire hydrant located on Carter Avenue near the southeasterly boundary of Parcel 4 and to provide access for the City fire personnel to Parcel 3 from the fire hydrant along the easterly driveway on Parcel 4.

C. The City as a condition for the issuance of a building permit for Parcel 3 is requiring the Declarant to provide an Easement to allow use for the benefit of Parcel 3 of the easterly driveway on Parcel 4 for access to the parking spaces and loading area on Parcel 3. In addition, the City is further requiring an Easement to provide access for fire personnel from the fire hydrant on Carter Avenue across the easterly driveway on Parcel 4 for the benefit of Parcel 3.

NOW, THEREFORE, for the purpose of complying with certain conditions imposed by the City of Riverside for the issuance of a building permit for Parcel 3 at 3901 Carter Avenue, Riverside, California, and for valuable consideration, the Declarant hereby grants an Easement for the benefit of Parcel 3 as follows:

1. INGRESS AND EGRESS EASEMENT

(A) Declarant hereby establishes, grants and reserves a non-exclusive easement for vehicular and pedestrian ingress and egress for the use and benefit of and as an easement appurtenant to Parcel 3 over, along and across the following described portion of Parcel 4:

The most easterly thirty (30) feet of Parcel 4 of Parcel Map 22929 as shown by map on file in Book 151 of Parcel Maps at Pages 77 and 78 thereof, records of Riverside County, California;

EXCEPTING THEREFROM the most northerly twenty (20) feet.

The Easement granted herein is limited to the Carter Avenue driveway entrance located on the eastern boundary of Parcel 4.

The Easement granted herein is limited to vehicular and pedestrian ingress and egress to the parking spaces and loading area located on Parcel 3 only.

(B) The owner of Parcel 4 shall be responsible for maintaining the Easement in a neat, clean, and orderly condition. The owner of Parcel 4 shall also be responsible for maintaining such artificial parking lighting facilities as reasonably required.

(C) The cost of the maintenance, repair and replacement of the vehicular and pedestrian egress and ingress easement surface, dividers, signs, markers and lines shall be paid by the owner of Parcel 4.

(D) The owners of Parcel 3 and Parcel 4 shall at all times maintain liability insurance in the minimum amount of five hundred thousand dollars (\$500,000.00) affording coverage for the use of the Easement.

(E) In the event the Declarant shall sell or convey either Parcel 3 or Parcel 4, the Declarant shall grant or reserve, as is appropriate, the access easement herein established.

2. EASEMENT FOR ACCESS TO FIRE HYDRANT

(A) Parcel 3 known as 3901 Carter Avenue shall be served by the fire hydrant located on Carter Avenue near the southeasterly boundary of Parcel 4. For the sole purpose of providing fire protection service for Parcel 3, Declarant hereby establishes, grants and reserves a non-exclusive easement for vehicular and pedestrian ingress and egress by fire service personnel of the City of Riverside only for the use and benefit of and as an easement appurtenant to Parcel 3, over, along and across the following described portion of Parcel 4:

The easterly thirty (30) feet of Parcel 4 of Parcel Map 22929, as shown by map on file in Book 151 of Parcel Maps, at pages 77 and 78 thereof, records of Riverside County, California.

(B) The Easement granted in this paragraph is expressly limited to emergency fire service personnel only for the sole purpose of access to the above-mentioned fire hydrant.

(C) In the event the Declarant shall sell or convey either Parcel 3 or Parcel 4, the Declarant shall grant or reserve, as is appropriate, the Easement herein established.

3. No barrier, barricades or obstacles of any kind shall be erected on Parcel 4 which would preclude the use for the benefit of Parcel 3 of the access Easements hereinabove established or use of the fire hydrant located on Carter Avenue.

4. The provisions of this Agreement shall be enforceable at law and in equity by Declarant, each successive owner, lessee or occupant of Parcel 3, Parcel 4, and the City. In the event of any legal or equitable proceeding for the enforcement of or to restrain any violation thereof, the prevailing party shall be entitled to reasonable attorneys' fees and court costs. The failure of the Declarant, any owner, lessee or occupant of Parcel 3, or the City to enforce any provision of this Agreement shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other provision thereof.

5. Any person who now or hereafter owns or acquires any right, title or interest in or to Parcel 3 or Parcel 4 of the Property shall be deemed (a) to have consented and agreed to every covenant, condition, restriction and Easement contained herein; and (b) to have been granted and be subject to the Easements described hereinabove, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in any parcel of the Property.

6. These covenants and agreements shall run with the land and shall be binding upon the Declarant, his heirs, successors and assigns.

IN WITNESS WHEREOF, Declarant has caused this Agreement to be executed on the day and year first above mentioned.

William F. Urbano

WILLIAM F. URBANO

STATE OF CALIFORNIA)
) ss.
COUNTY OF Riverside)

On August 23, 1990 before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM F. URBANO, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

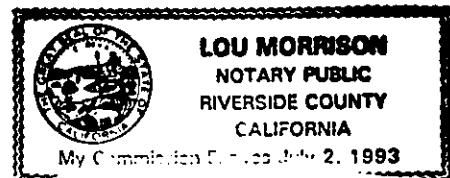
WITNESS my hand and official seal.

Lou Morrison

Notary Public

DESCRIPTION APPROVAL: 8, 21, 90
George P. Hutchinson

SURVEYOR, CITY OF RIVERSIDE



2672A
8/16/90 *[Signature]*

ASST. CITY ATTORNEY

