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Recording Requested By

WHEN RECORDED MAIL TO:

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

Project: Zoning Cases R-54-889
and R-67-889

38276

RECEIVED FOR RECORD
AT 3:00 O'CLOCK P.M.

FEB - 1 1991

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$

COVENANT AND AGREEMENT TO GRANT
NONEXCLUSIVE EASEMENT FOR
VEHICULAR INGRESS AND EGRESS

THIS COVENANT AND AGREEMENT TO GRANT NONEXCLUSIVE EASEMENT is made and entered into by CHARLES A. BEACH and TERE E PENNY-BEACH also known as TERESA BEACH, husband and wife, and JOSEPH E. PENNY, also known as JOE E. PENNY, an unmarried man, ("Declarants") with reference to the following facts:

A. Declarants are the fee owners of that certain real property ("Parcel A"), located in the City of Riverside, County of Riverside, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference. Parcel A is located on the northerly side of Arlington Avenue westerly of Palomar Way and approximately 65 feet easterly of Barcelona Way. Said Parcel A previously consisted of three separate lots known as 5053 Arlington Avenue, 5063 Arlington Avenue and 5075 (or 5073) Arlington Avenue.

B. Declarants have applied to the City of Riverside ("City") to rezone Parcel A from the Single-Family Residential ("R-1-65") zone to the Restricted Office ("RO") zone in Zoning Cases R-54-889 and R-67-889. The rezoning of the Property to Restricted Office ("RO") zone was approved by City subject to certain conditions.

C. One of the conditions imposed by City in Zoning Case R-67-889 requires Declarants to provide a covenant acceptable to the Planning and Legal Departments of City to ensure that any and all lots on the north side of Arlington Avenue between Barcelona Way and Palomar Way have reasonable rights for vehicular traffic to traverse the subject property to facilitate parking and access. One of the conditions imposed by City in Zoning Case R-54-889 requires Declarants to provide a covenant subject to the approval of the Planning and Legal Departments of City assuring that any and all lots on the north side of Arlington Avenue between Barcelona Way and Palomar Way may have reasonable rights for vehicular traffic to transverse the subject property to facilitate parking and access on the lot to the west in the event it is likewise rezoned.

Riverside
Real Property Services Manager

D. The north side of Arlington Avenue between Barcelona Way and Palomar Way consists of only two lots. One lot is Parcel A as above described, belonging to Declarants. The second lot ("Parcel B") is located at the northeasterly intersection of Arlington Avenue and Barcelona Way and is described as follows:

Lot 1 of HARDMAN TRACT NO. 5, as shown by map on file in Book 24, page 59 of Maps, records of Riverside County, California.

EXCEPTING that portion granted to the City of Riverside by Deed recorded February 17, 1961, as Instrument No. 107812, Official Records of Riverside County, California.

Parcel B is owned by LEE RIVERA and JOANNE RIVERA, husband and wife ("Grantees").

E. Parcel B was previously rezoned from the R-1-65 zone to the RO zone pursuant to Zoning Case R-47-878. As a condition imposed by City for the approval of Zoning Case R-47-878, Grantees executed a Covenant and Agreement to Establish Common Driveway ("Covenant and Agreement") dated December 13, 1988 and recorded on December 15, 1988 as Instrument No. 367980, Official Records of Riverside County, California. By said Covenant and Agreement, Grantees agreed to grant to the owners of the properties referred to as 5075, 5063 and 5053 Arlington Avenue, Riverside, California, without further compensation therefor, a nonexclusive easement for ingress and egress for vehicular traffic over, along and across a private common driveway established over the northerly rear portion of Parcel B at such time as a rezoning for the benefited parcel to a non-residential zone is approved or conditionally approved by City provided that the owner of said benefited parcel grants a similar easement to Grantees without further compensation therefor over, along and across the benefited parcel. The easement granted in compliance with the terms and conditions of the Covenant and Agreement is to be of sufficient width to meet the then existing standards of City for a driveway and shall be improved to the standards of City.

NOW, THEREFORE, in consideration of the approval by City of the rezoning of Parcel A to RO by Zoning Cases R-54-889 and R-67-889 and to meet certain conditions imposed by City for such approval, Declarants hereby covenant and agree with the City of Riverside that Declarants shall grant to Grantees without further compensation a nonexclusive easement for ingress and egress for vehicular traffic over, along and across the northerly 25 feet of Parcel A for the use and benefit of and as an easement appurtenant to Parcel B at such time as Grantees grant to Declarants a similar nonexclusive easement for ingress and egress for vehicular traffic over, along and across the northerly rear portion of Parcel B for the use and benefit of and as an easement appurtenant to Parcel A as required by the Covenant and Agreement above mentioned.

DESCRIPTION APPROVAL
 George P. Hite
 SURVEYOR, CITY OF RIVERSIDE
 1/28/91

EXHIBIT "A"

THOSE PORTIONS OF LOTS 2, 17, AND 18 OF HARDMAN TRACT NO. 5, AS SHOWN BY MAP ON FILE IN BOOK 24 OF MAPS, AT PAGE 59 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 18, SAID NORTHEASTERLY CORNER BEING ON A LINE PARALLEL WITH AND DISTANT 33.00 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF PALOMAR WAY, AS SHOWN ON SAID MAP OF HARDMAN TRACT NO. 5;

THENCE SOUTH $00^{\circ} 02' 45''$ EAST, ALONG THE EASTERLY LINE OF SAID LOT 18 AND SAID PARALLEL LINE, A DISTANCE OF 84.36 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 41.50 FEET, A RADIAL LINE AT SAID POINT BEARS NORTH $53^{\circ} 52' 20''$ WEST;

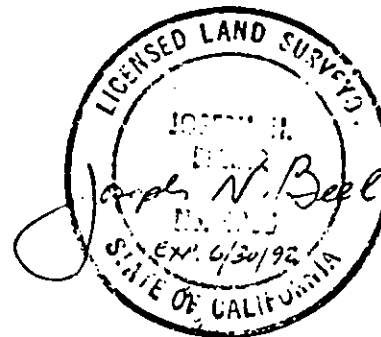
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $31^{\circ} 16' 30''$, AN ARC LENGTH OF 22.65 FEET TO THE POINT OF INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 60.00 FEET NORTHERLY, AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF ARLINGTON AVENUE, AS SHOWN ON SAID MAP OF HARDMAN TRACT NO. 5, A RADIAL LINE AT SAID POINT OF INTERSECTION BEARS NORTH $22^{\circ} 35' 50''$ WEST;

THENCE SOUTH $89^{\circ} 19' 19''$ WEST, ALONG LAST MENTIONED PARALLEL LINE, A DISTANCE OF 182.53 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY LINE OF SAID LOT 2;

THENCE NORTH $00^{\circ} 01' 47''$ WEST, ALONG THE WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 98.02 FEET TO THE NORTHWEST CORNER THEREOF;

THENCE NORTH $89^{\circ} 19' 45''$ EAST, ALONG THE NORTHERLY LINES OF SAID LOTS 2, 17, AND 18, A DISTANCE OF 200.09 FEET TO THE POINT OF BEGINNING.

DESCRIPTION APPROVAL
George P. Hutchins L 128191
 SURVEYOR CITY OF RIVERSIDE



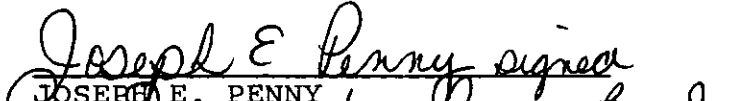
Declarants further covenant and agree that the terms hereof may be enforced by City and by the owners or occupants of Parcel B. Should the City or any owner or occupant of Parcel B bring an action to enforce the terms hereof, the prevailing party shall be entitled to costs of suit, including reasonable attorneys' fees.

This Covenant and Agreement to Grant Nonexclusive Easement for Vehicular Ingress and Egress shall be binding upon Declarants, their heirs, successors and assigns, and shall continue in effect until such time as released by the City of Riverside.

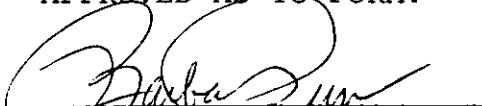
IN WITNESS WHEREOF Declarants have caused this Covenant and Agreement to Grant Nonexclusive Easement for Vehicular Ingress and Egress to be duly executed the day and year first above written.


CHARLES A. BEACH


TEREE PENNY-BEACH


JOSEPH E. PENNY
*by Teree Mrs Penny-Beach
his atty-in-fact*

APPROVED AS TO FORM:


Assistant City Attorney

APPROVED AS TO CONTENT:


Planning Director

BP/2940A/1m
1/25/91