

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

Project: Environmental Protection
Commission Case EPC-24-890

RECEIVED FOR RECORD
AT 8:30 O'CLOCK A.M.

JUN 21 1991

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$

COVENANT AND AGREEMENT
ESTABLISHING ACCESS EASEMENT

^{14th} THIS COVENANT AND AGREEMENT is made and entered into this
day of June, 1991, by JANET H. HUBBARD, hereinafter
referred to as "Declarant", with reference to the following facts:

A. Declarant is the owner in fee of the two adjoining
parcels of real property located on Whistler Way within the
City of Riverside, County of Riverside, State of California,
described as follows:

Lots 7 and 8 of Tract No. 21875 as shown by map
on file in Book 233 of Maps, at pages 14
and 15, records of Riverside County, California.

Lots 7 and 8 of Tract No. 21875 are part of a
single-family residential subdivision being developed
by Declarant.

B. As a condition of approval of Environmental
Protection Commission Case EPC-24-890 for a grading permit
for Tract No. 21875, Declarant is to record a joint access
agreement for Lots 7 and 8 to the satisfaction of the
Planning, Public Works and Legal Departments.

C. Declarant desires to establish on Lot 7 an easement
for a common driveway twenty feet in width extending from
Whistler Way for the use of both Lot 7 and Lot 8 in
conformance with the above-noted condition in EPC-24-890.

NOW, THEREFORE, in order to meet a condition of approval
imposed by the City of Riverside for the granting of a grading permit
under Environmental Protection Commission Case EPC-24-890, Declarant
hereby covenants and agrees with the City of Riverside as follows:

1. In order to establish a private driveway twenty feet in
width on Lot 7 of Tract No. 21875 for the use and benefit of each

lot, there is hereby granted and established a nonexclusive easement and right-of-way for ingress and egress over, along and across the following portion of Lot 7 of Tract No. 21875 for the use and benefit of and as an easement appurtenant to Lot 8 of Tract No. 21875:

That portion of Lot 7 of Tract 21875 as shown by map on file in Book 233 of Maps, at pages 14 and 15 thereof, Records of Riverside County, California, described as follows:

Beginning at the most Westerly corner of said Lot 7, said corner being on the right-of-way line of Whistler Way as shown on said Tract 21875;

Thence South 35° 55' 38" East along the Southerly line of said Lot 7, a distance of 72.88 feet;

Thence Southeasterly, continuing along said Southerly line on a curve concave Southwesterly, having a radius of 15.00 feet, through an angle of 25° 34' 39", an arc length of 6.70 feet to a point of reverse curvature;

Thence Southeasterly and Northeasterly, continuing along said Southerly line on a curve concave Northerly, having a radius of 28.00 feet through an angle of 127° 08' 07", an arc length of 62.13 feet (the initial radial line bears South 79° 39' 01" West);

Thence North 04° 40' 10" East, a distance of 28.25 feet to the Northerly line of said Lot 7, also being the Southerly line of said Lot 8;

Thence South 65° 32' 39" West along said line, a distance of 12.00 feet;

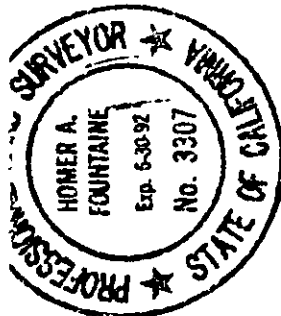
Thence Southwesterly and Northwesterly continuing along said line on a curve concave Northerly, having a radius of 20.00 feet, through an angle of 78° 31' 43", an arc length of 27.41 feet;

Thence North 35° 55' 38" West continuing along said line, a distance of 75.44 feet to the Northwest corner of said Lot 7, also being the Southwest corner of said Lot 8, said corner being on the right-of-way line of said Whistler Way;

Thence Southwesterly along the Northwesterly line of said Lot 7, also being the right-of-way line of said Whistler Way on a non-tangent curve concave Northwesterly, having a radius of 48.00 feet through an angle of 24° 02' 58", an arc length of 20.15 feet (the initial radial line bears South 47° 57' 07" East) to the point of beginning.

DESCRIPTION APPROVAL 6/17/91
James P. Hostetler by ME
 SURVEYOR, CITY OF RIVERSIDE

PREPARED UNDER THE SUPERVISION OF:
Charles J. F. Sauer 6/13/91 Date
 J. F. Davidson Associates, Inc.



2. In the event Declarant shall sell or convey Lot 7 of Tract No. 21875 prior to conveying Lot 8 of Tract No. 21875, Declarant shall reserve for herself, her heirs, successors and assigns for the use and benefit of and as an easement appurtenant to Lot 8 the right to use the private right-of-way described in Paragraph 1 above which is located on the lot so conveyed; and that in the event Declarant shall sell or convey Lot 8 of Tract No. 21875 prior to conveying Lot 7 of Tract No. 21875, Declarant shall also grant to the Grantee of Lot 8 for the use and benefit of and as an easement appurtenant to Lot 8, the private right-of-way described in Paragraph 1 above which is located upon the lot retained in ownership.

3. Unless other arrangements are made, the cost of the construction, reasonable repair and maintenance of the common driveway to be established on the easement described in Paragraph 1 shall be borne equally by the owners of each lot.

4. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the common driveway easement to the general public or for the general public, or for any public purposes whatsoever, it being the intention of Declarant that this document shall be strictly limited to and for the purposes herein expressed.

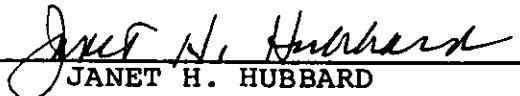
5. This Covenant and Agreement shall not be subject to the doctrine of merger, even though the underlying fee ownership of the two lots described herein is vested in one party or entity.

6. Any person who now or hereafter owns or acquires any right, title or interest in or to either lot shall be deemed (a) to have considered and agreed to every covenant, condition, restriction and easement contained herein; and (b) to have been granted and be subject to the easement established in paragraph 1 above as is appropriate whether or not any reference to this Covenant and Agreement is contained in the instrument by which such person acquired an interest in such lot.

7. This Covenant and Agreement is made and entered into for the purpose of complying with a mitigation measure required by the City of Riverside in Environmental Protection Commission Case EPC-24-890 and may be enforced by the City of Riverside, and the easement hereinabove established may not be extinguished or altered without the prior written consent of the City Council of the City of Riverside duly recorded.

8. This Covenant and Agreement shall run with the land and shall be binding upon Declarant, her heirs, successors and assigns, and shall not be amended, modified or terminated without the written consent of the City of Riverside duly recorded.

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


JANET H. HUBBARD

STATE OF CALIFORNIA)
) ss.
 COUNTY OF RIVERSIDE)

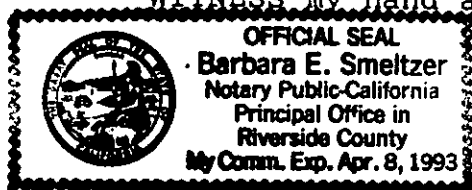
On this 14th day of JUNE, 1991, before me,
BARBARA E. SMELTZER, the undersigned Notary
 Public, personally appeared JANET H. HUBBARD,

personally known to me

proved to me on the basis of satisfactory
 evidence

to be the person(s) whose name(s) is subscribed to the
 within instrument, and acknowledged that she executed it.

WITNESS my hand and official seal.



Barbara E. Smeltzer
 Notary's Signature

APPROVED AS TO FORM

ASST. CITY ATTORNEY