

RECORDING REQUESTED BY:
Recording Requested By
First American Title Insurance Company

361982

WHEN RECORDED MAIL TO:

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

Project: Tract Map 23391

RECEIVED FOR RECORD
AT 2:00 O'CLOCK P.M.

OCT 18 1991

Recorded in Official Records
of Riverside County, California

William J. Brown
Recorder

Fees \$ 35

35/10

COVENANT AND AGREEMENT ESTABLISHING EASEMENTS
FOR ACCESS, PARKING, DRAINAGE, SEWER, FIRE HYDRANT AND UTILITIES

THIS COVENANT AND AGREEMENT is made and entered into this 6th day of *September*, 1991, by JAMES SUN, a married man as his sole and separate property ("Declarant") with reference to the following facts:

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

Lots 1 through 6, inclusive of Tract No. 23391 as shown by map on file in Book 235 of Maps, at pages 7 and 8 thereof, records of Riverside County, California.

B. The Property consists of approximately 2.1 acres located on the southeasterly side of Grand Avenue, northeasterly of Carlingford Avenue, in the Residential-1 ("R-1-65") Zone. Declarant by Tract Map 23391 intends to create six separate lots for residential purposes. Lots 2 through 6 will not have direct frontage onto a public street.

C. As a condition imposed by the City of Riverside ("City") for the approval of Tract No. 23391, Declarant must submit documentation prior to map recordation for Planning and Legal Departments' approval to assure mutual access for ingress, egress, parking and/or utilities across all parcels, which document shall also include a provision to allow access for the property to the northeast in the event that property further develops, and which document shall also provide for the maintenance of the private street and landscape entry.

D. Declarant intends by this document to comply with the condition above noted imposed by the City for

the approval of the map for Tract No. 23391 and to impose upon the Property mutually beneficial restrictions, conditions, covenants and agreements for the benefit of the Property and the improvements to be constructed thereon, and the future owners of each of the Lots of the Property, and for the same purpose to grant and reserve easements over portions of the Property.

NOW, THEREFORE, Declarant hereby declares that the Property is and hereafter shall be held, conveyed, transferred, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the following declarations, limitations, covenants, conditions, restrictions and easements, all of which are imposed as equitable servitudes pursuant to a general plan for the development of the Property for the purpose of enhancing and protecting the value and attractiveness of the Property, and each Lot thereof, in accordance with the plan for the improvement of the Property, and to comply with certain conditions imposed by the City for the approval of Tract No. 23391. All of the covenants, conditions, limitations, 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 Lot thereof, and shall be binding and inure to the benefit of each successor and assignee in interest of each such party. Any conveyance, transfer, sale, assignment, lease or sublease made by Declarant of a Lot of the Property shall be and hereby is deemed to incorporate by reference all of the provisions of this Covenant and Agreement, including, but not limited to, all of the covenants, conditions, restrictions, limitations, grants of easement, rights, rights-of-way and equitable servitudes contained herein.

1. Declarant hereby establishes and grants nonexclusive easements for ingress, egress, parking, drainage, sanitary sewers, fire hydrant and private and public utilities on, over and across those portions of each Lot of the Property described as follows and as depicted in Exhibit A attached hereto, for the use and benefit and as easements appurtenant to each remaining Lot of the Property:

Those portions of Lots 1 through 6, inclusive, of Tract No. 23391, as shown by map on file in Book 235 of Maps at pages 7 and 8 thereof, records of Riverside County, California, described as follows:

Those portions of said Lots 1 through 6, inclusive, shown as Madeline Place (Private Road), Val Vista Place (Private Road), 10' P.U.E. and 20' P.U.E. on said map.

The nonexclusive easements herein established and granted shall be for pedestrian and vehicular ingress and egress and vehicular parking, and for the installation, construction, maintenance, repair, replacement and use of a private street, sanitary sewers, drainage, and public and private utilities including a water main and fire

hydrant for the use and benefit of each Lot comprising the Property, and for all rights incidental and necessary thereto.

2. Declarant hereby establishes and grants nonexclusive easements for landscaping on, over and across those portions of each Lot of the Property described as follows and as depicted on Exhibits B and C, attached hereto and incorporated herein by this reference, for the use and benefit of and as easements appurtenant to each remaining Lot of the Property:

Those portions of Lots 1 through 6, inclusive, of Tract No. 23391, as shown by map on file in Book 235 of Maps, at pages 7 and 8 thereof, records of Riverside County, California, described as follows:

Parcel A-1 - Landscape Entry

That portion of said Lot 1 southerly of the south line of Madeline Place (Private Road) as shown on said map;

Parcel A-2 - Landscape Entry

Beginning at the most northerly corner of said Lot 1, said corner also being on the southeasterly line of Grant Avenue 44.00 feet from the centerline, as shown on said map;

Thence southeasterly along the northeasterly line of said Lot 1 South 60° 44' 48" East 22.16 feet to a line parallel with and 20 feet southeasterly, measured at right angles, of said southeasterly line of Grand Avenue;

Thence southwesterly along said parallel line South 54° 45' 00" West 61.11 feet;

Thence leaving said parallel line South 29° 15' 12" West 27.57 feet to the beginning of a nontangent curve concave northeasterly having a radius of 35.00 feet, a radial line of said curve through said point bears North 40° 04' 24" East, said curve also being the northerly line of Madeline Place (Private Road) as shown on said map;

Thence northwesterly along said curve through a central angle of 55° 45' 32", an arc length of 34.06 feet to said southeasterly line of Grand Avenue;

Thence northeasterly along said southeasterly line North 54° 45' 00" East 68.98 feet to the point of beginning.

The nonexclusive easements herein established and granted shall be for the purpose of planting, maintaining and replanting of landscaping and the installation, repair, and maintenance of any necessary irrigation system to establish and maintain a landscaped entry for the Property and each and every Lot thereof.

3. The cost of the construction, reasonable repair, and maintenance of the private street, the sanitary sewer main, the water main and fire hydrant and the entry way landscaping shall be borne equally by the owners of each Lot of the Property; provided, however, the cost of repair due to the installation, construction, repair or maintenance of utilities including water and sanitary sewer laterals, to serve only a Lot of the Property shall be borne exclusively by the owner of such Lot. Any owners of a Lot upon ten (10) days' written notice to the other owners of the Property may perform or cause to be performed any necessary repairs to the private street or to the landscaped entry.

4. In the event the property described in Exhibit D, attached hereto and incorporated herein by this reference, and located to the northeast of the Property further develops, Declarant hereby agrees to grant to the owners of such property without further compensation a nonexclusive easement for ingress, egress, drainage, sanitary sewers, and public and private utilities including a water main and fire hydrant, on, over and across that portion of the Property described in Paragraph 1 above for the use and benefit of and as an easement appurtenant to the property described in Exhibit D.

5. No owner, lessee, tenant or occupant of any of the Lots of the Property shall install, construct, maintain or permit any barrier or obstacle to be placed on the private street described in Paragraph 1 above; provided, however, the owners of the Lots of the Property may periodically restrict ingress and egress on the private street in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress and egress shall be limited to the minimum period necessary to prevent the creation of a prescriptive easement and shall occur at such time as to have a minimum effect on the owners of the Lots of the Property.

6. At such time as Declarant shall sell or convey any of the Lots comprising the Property, Declarant shall grant and reserve, as is appropriate, the easements hereinabove described.

7. Any person who now or hereafter owns or acquires any right, title or interest in or to any Lot 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 Covenant and Agreement is contained in the instrument by which such person acquired an interest in such Lot.

8. This Covenant and Agreement shall not be subject to the doctrine of merger, even though the underlying fee ownership of the Lots of the Property is vested in one party or entity.

9. The provisions of this Covenant and Agreement shall be enforceable at law and in equity by Declarant, each successive owner, lessee, tenant or occupant of any Lot of the Property; the property

described in Exhibit D; 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 court costs, including reasonable attorneys' fees. The failure of the Declarant, any lessee, tenant, or occupant, or the City to enforce any provision of this Covenant and 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.

10. All of the provisions contained herein are made for the direct, mutual and reciprocal benefit of each and every Lot of the Property and create mutual, equitable servitudes upon each Lot as the servient tenement in favor of the other Lots as the dominant tenement and create reciprocal rights and obligations among the respective owners of all the Lots, and privity of contract and estate among all grantees of the Lots, their successors and assigns in interest. In addition, each of the provisions hereof shall operate as covenants running with the land for the benefit of the Property and each Lot thereof and shall inure to the benefit of all owners thereof, their successors and assigns in interest, and shall apply to and bind each successive owner of each Lot, their successors and assigns in interest.

11. This Covenant and Agreement may not be modified, amended or terminated without the consent of all owners of the Lots and the City Council of City. No such termination, modification or amendment shall be effective until there shall have been executed, acknowledged and recorded in the Office of the Recorder of Riverside County, California, an instrument evidencing the same including the consent thereto by City.

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



JAMES SUN

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 6TH day of SEPTEMBER, 1991, before me,
FAY YANG, the undersigned Notary
Public, personally appeared JAMES SUN

/ / personally known to me

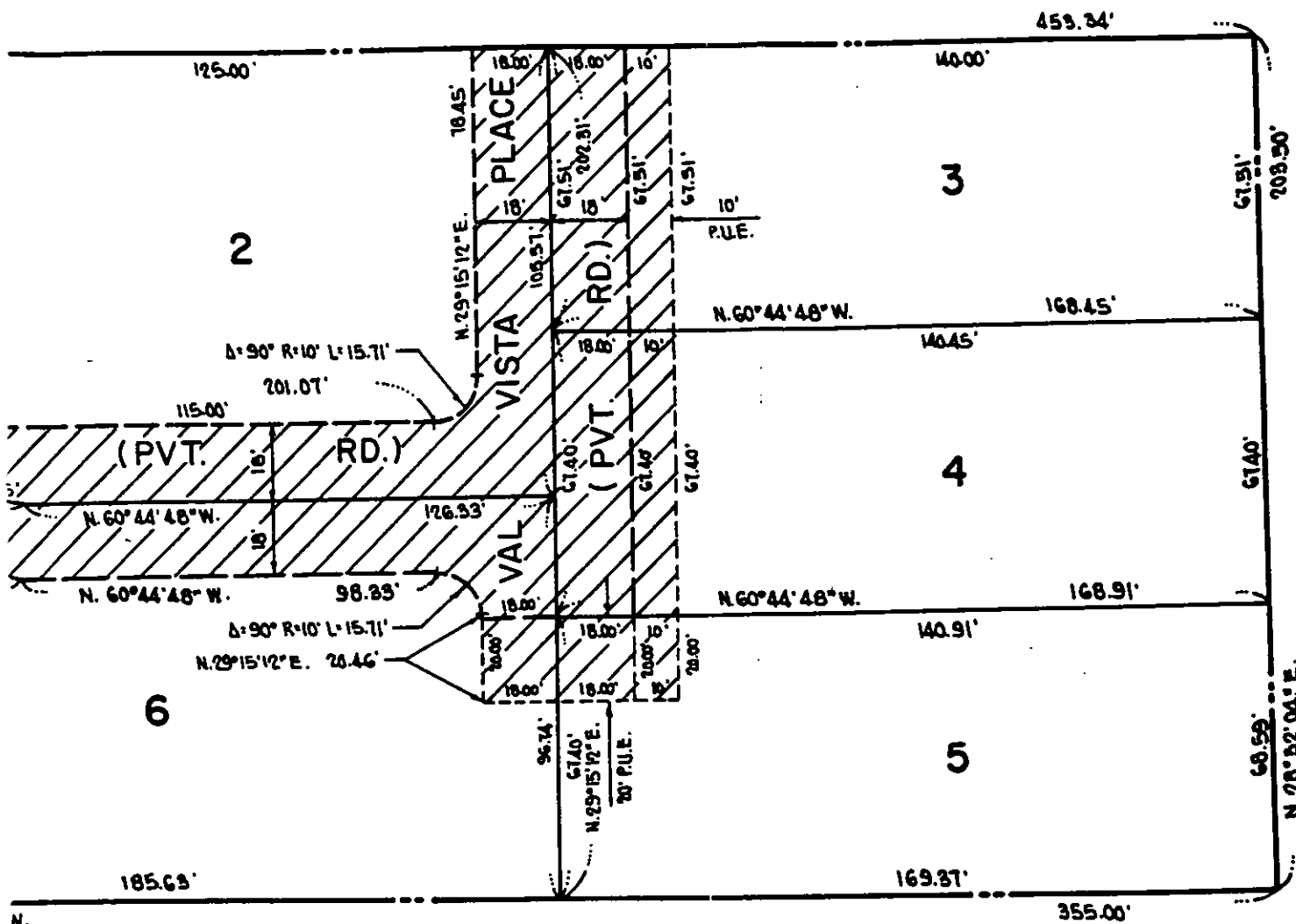
/ X/ proved to me on the basis of satisfactory
evidence

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

WITNESS my hand and official seal.



Fay Yang
Notary's Signature



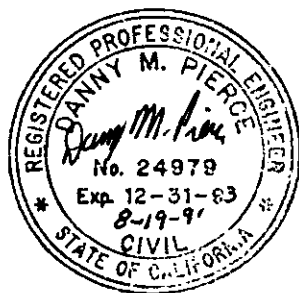
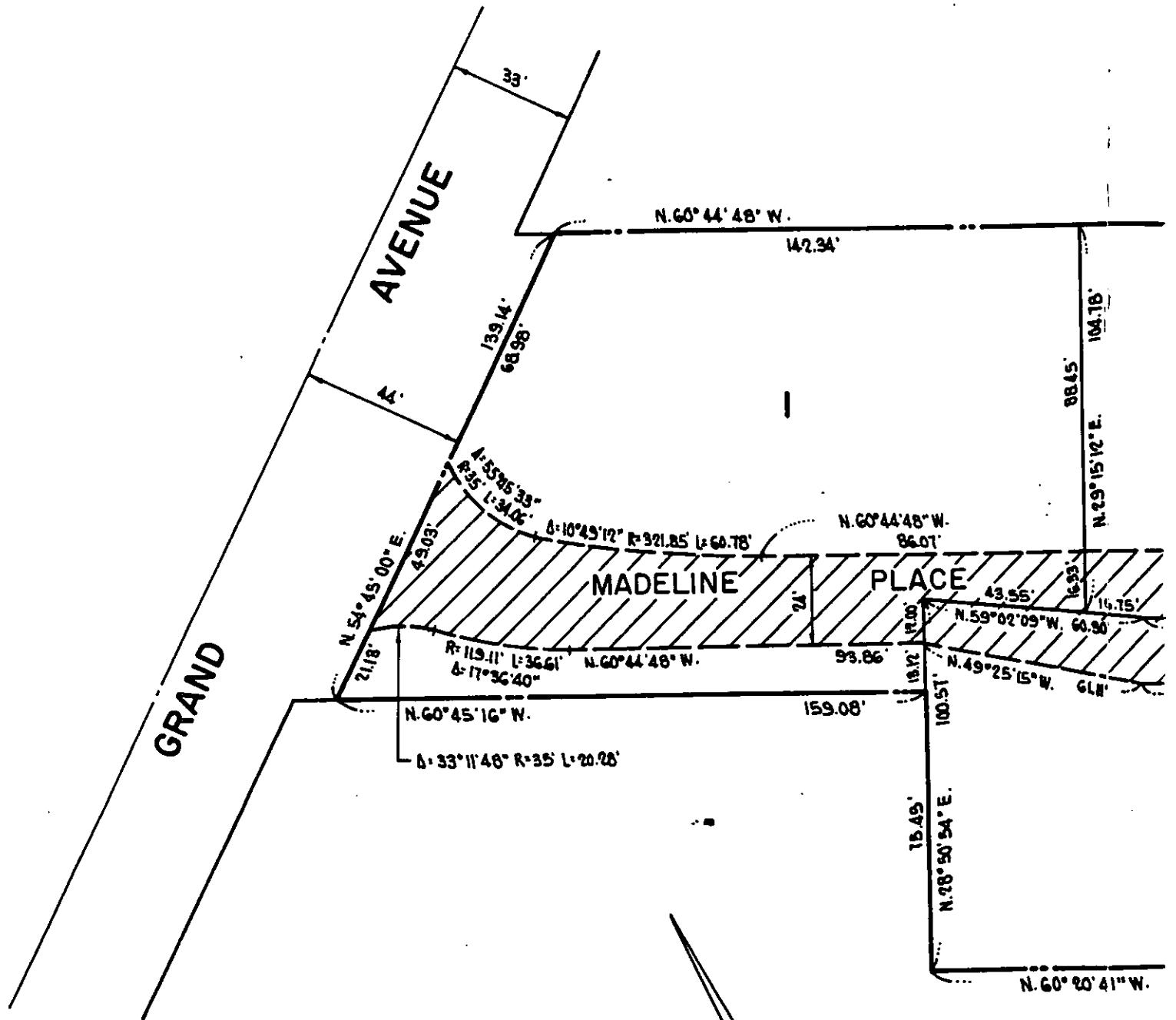
CITY OF RIVERSIDE, CALIFORNIA

SOLELY AN AID IN LOCATING THE PARCEL DESCRIBED IN THE DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

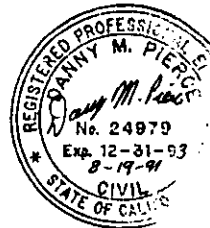
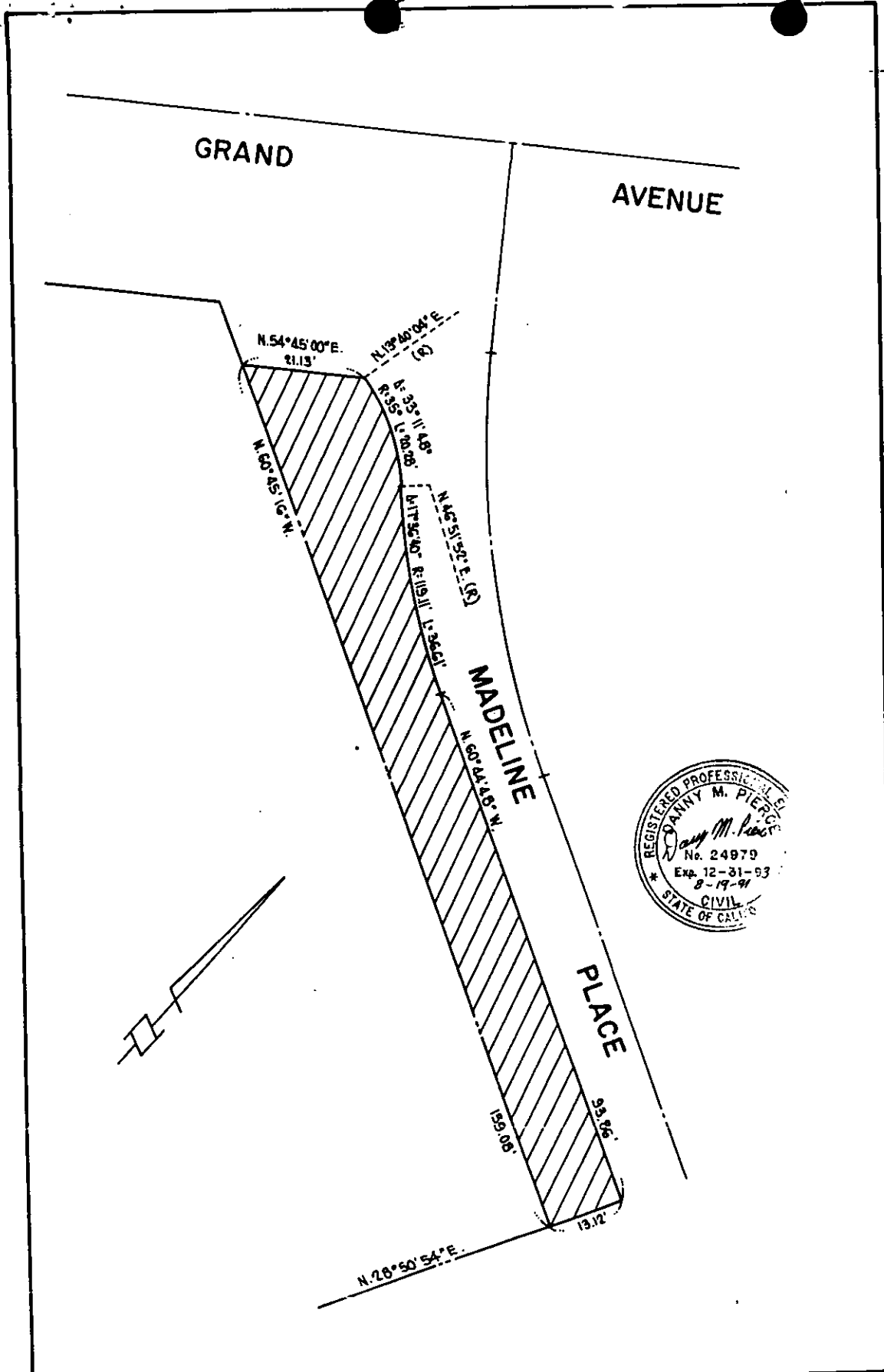
SHEET 1 OF 1

DATE: 7-2-91 | DRAWN BY: JMO | SUBJECT: PVT. RD. & P.U. EASEMENT - TR. 23391

EXHIBIT A



THIS PLAT IS S
 ATTACHED DOC
 SCALE: 1" = 40'



CITY OF RIVERSIDE, CALIFORNIA

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN. SHEET 1 OF 1

SCALE: 1" = 20' DATE: 7-1-91 DRAWN BY: JMO SUBJECT: LANDSCAPE EASEMENT - TR. 23391

EXHIBIT D

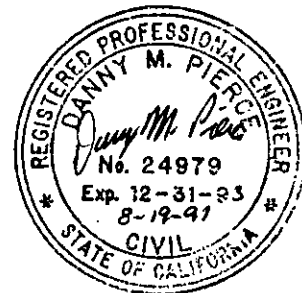
AVENUE

GRAND

LOT 1

MADELINE

PLACE



CITY OF RIVERSIDE, CALIFORNIA

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

SHEET 1 OF 1

SCALE: 1" = 20'

DATE: 7-1-91

DRAWN BY: JMO

SUBJECT: LANDSCAPE EASEMENT - TR. 23391

EXHIBIT C

THAT PORTION OF LOT 265, AS SHOWN BY CORRECTED MAP OF ADDITION TO MAPS OF THE RIVERSIDE LAND AND IRRIGATING COMPANY ON FILE IN BOOK 4, PAGE 75 OF MAPS, IN THE OFFICE OF THE RECORDER OF RIVERSIDE COUNTY, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

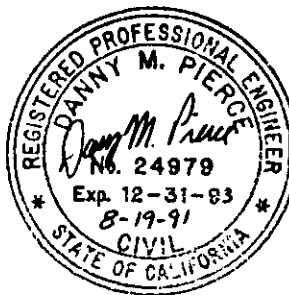
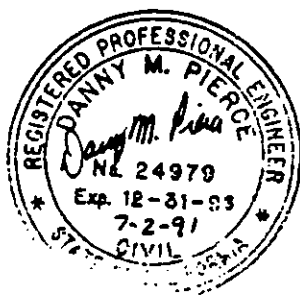
BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 265;

THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 265 S 28°52'04"W 56.35 FEET TO THE MOST EASTERLY CORNER OF TRACT NO. 23391, ON FILE IN BOOK 235, PAGES 7 AND 8, OF MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY;

THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID TRACT NO. 23391 AND ITS PROLONGATION N 60°44'48" W 465.53 FEET TO THE SOUTHEASTERLY LINE OF GRAND AVENUE 33.00 FEET FROM THE CENTERLINE;

THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE N 54°45'00" E 62.50 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 265;

THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 265 S 60°44'17"E 474.80 FEET TO THE POINT OF BEGINNING.



60/LD

DESCRIPTION APPROVAL 3/29/91
Walter R. Jones
 SURVEYOR, CITY OF RIVERSIDE by _____

EXHIBIT D