

251051

RECORDING REQUESTED BY:

RECEIVED FOR RECORD  
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WHEN RECORDED MAIL TO:

City Clerk  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522

AUG - 2 1995

Project: Variance Case VR-039-945  
6596 SANDY LANE

Recorded in Official Record:  
of Riverside County, California

Recorder  
Fees \$ 21

COVENANT AND AGREEMENT  
ESTABLISHING EASEMENTS FOR  
PRIVATE ACCESS AND UTILITY SERVICES

27<sup>th</sup> THIS COVENANT AND AGREEMENT is made and entered into this  
day of July, 1995, by GILBERTO A. PEREZ and  
GUADALUPE V. PEREZ, hereinafter referred to as "Declarants" with  
reference to the following facts:

A. Declarants are the fee owners of the two parcels  
of real property, hereinafter referred to as "Parcel 1"  
and "Parcel 2", respectively, located in the City of  
Riverside, County of Riverside, State of California,  
described as follows:

Those portions of Lots 26, 27, 31 and 32 of ALHAMBRA  
ADDITION, as shown by Map on file in Book 11, page 78  
of Maps, Records of Riverside County, California,  
more particularly described in Exhibit "A" attached  
hereto and made a part hereof.

B. Parcels 1 and 2, hereinafter collectively  
referred to as the "Property", are residential parcels  
located at 6596 Sandy Lane situated northerly of  
Arlington Avenue. Parcel 2 of the Property is landlocked  
with no direct access to Sandy Lane. Parcel 1 takes  
access from Sandy Lane, a public street. Parcel 2 will  
take access across a ten foot driveway across the  
northeasterly ten feet of Parcel 1.

C. As a condition of approval of Variance Case  
VR-039-945 by the City of Riverside, hereinafter referred  
to as "City", Declarant is required to submit  
documentation for Planning and Legal Department approval  
to assure mutual access for ingress and egress across a

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C/A-486

ten foot driveway adjacent to the northeasterly property line of Parcel 1 and across the northeasterly ten feet of Parcel 1.

D. Declarant intends by this document to comply with the above-referenced conditions imposed by the City and to impose upon the Property mutually beneficial restrictions, conditions, covenants and agreements for the benefit of the Property and each parcel thereof and the improvements to be constructed thereon, and the future owners of each of the parcels of the Property, and for the same purpose to reserve and grant easements for private access and utility services over portions of the Property.

NOW, THEREFORE, Declarant hereby declares that the above-described Property will be held, conveyed, 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 every part thereof, in accordance with the plan for the improvement of the Property, and to comply with conditions imposed by the City for Variance Case VR-039-945. All of the limitations, covenants, conditions, restrictions and easements shall constitute covenants which shall run with the land and shall be binding upon Declarant and its successors and assigns, and all parties having or acquiring any right, title or interest in or to any part of the Property.

1. A nonexclusive easement for ingress and egress and utility purposes on, over, under and across the northeasterly ten feet of Parcel 1 of the Property is hereby established, created and granted for the use and benefit of and as an easement appurtenant to Parcel 2 of the Property.

2. The easement above established shall be and is for vehicular and pedestrian ingress and egress and the installation, construction, maintenance, repair, replacement and use of a driveway and utilities, and shall contain all rights deemed reasonable and necessary therefor. The driveway shall be constructed to the standards of the Public Works Department of the City.

3. The cost of the construction, reconstruction, repair and maintenance of the driveway shall be borne by the owner of the parcel upon which such driveway is located; provided, however, the cost of any repair necessitated by the installation of any utilities shall be paid by the owner of the parcel so benefited. Nothing herein shall preclude the owners of the parcels of the Property by separate written agreement from

agreeing to a different sharing of the costs for the construction, installation, replacement, repair and maintenance of the driveway and any installation of utilities.

5. No walls, fences, or barriers of any kind shall be constructed on or maintained in the driveway easement areas above described by any owner, tenant or person in possession of any parcel of the Property which would prevent or impair the use or exercise of any of the easements granted herein, or the free access and movement of pedestrian or vehicular traffic. The parking or standing of vehicles on the driveway easement area shall not be permitted or allowed.

6. In the event Declarant shall sell, convey, lease or otherwise change the ownership of any of the parcels of the Property, as such parcel is conveyed, Declarant shall grant that portion of the easement above-described located on the parcel or parcels retained in ownership and shall reserve that portion of the easement above described located on the parcel so conveyed.

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

8. Any person who now or hereafter owns or acquires any right, title, or interest in or to any parcel 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 each of 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 the parcel.

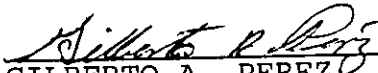
9. All of the provisions contained herein are made for the direct, mutual and reciprocal benefit of both parcels of the Property and create mutual, equitable servitudes upon Parcel 1 as the servient tenement in favor of the Parcel 2 as the dominant tenement and create reciprocal rights and obligations among the respective owners of the parcels, and privity of contract and estate among all grantees of the parcels and 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 parcel 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 parcel, their successors and assigns in interest.

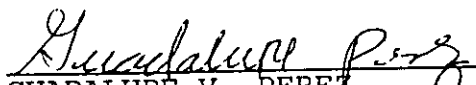
10. The terms of this Covenant and Agreement may be enforced by the City of Riverside, and by any owner, lessee or tenant of any of the parcels of the Property. Should the City or any owner, lessee or tenant bring an action to enforce any of the terms of this Covenant and Agreement, the prevailing party shall

be entitled to costs of suit, including reasonable attorneys' fees.

11. Subject to the prior written approval of the City Council of the City of Riverside, this Covenant and Agreement and any provision contained herein, may be terminated, modified or amended as to all of the Property or any parcel thereof, upon the written consent of all of the owners of the Property. 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 the County of Riverside, California, an appropriate instrument evidencing the same, including the consent thereto by the City of Riverside.

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

  
GILBERTO A. PEREZ

  
GUADALUPE V. PEREZ

APPROVED AS TO CONTENT:

  
Planning Department

APPROVED AS TO FORM:

  
Assistant City Attorney

KMG/jm  
7/19/95

EXHIBIT "A"

PARCEL 1:

That portion of Lot 31 of ALHAMBRA ADDITION, as shown by Map on file in Book 11 page 78, of Maps, Records of Riverside County, California, lying within the following described land:

BEGINNING at a point on the Southwesterly line of said Lot 26, distant 148.16 feet Northwesterly from the Southwesterly extension of the Southeasterly line of said lot, when measured along a line drawn at right angles thereto; THENCE South 41°00' East along the Southwesterly line of said Lot 26, to the most Southerly corner thereof, said point being the most Westerly corner of said Lot 27; THENCE South 41°00' East along the Southwesterly line of said Lot 27, a distance of 146.38 feet to the most Southerly corner of the parcel of land conveyed to Charles A. Collier by deed recorded August 21, 1925 in Book 650 page 124, of Deeds, Records of Riverside County, California; THENCE North 50°01'20" East parallel with the Northwesterly line of said Lot 27, and the Northeasterly extension thereof, a distance of 378.95 feet; THENCE North 21°53'40" West 164.54 feet; THENCE North 46°53'40" West 139.10 feet, more or less, to a point on a line bearing North 50°01'20" East from the Point of Beginning; THENCE South 50°01'20" West parallel with the Southeasterly line of said Lot 26, a distance of 418.32 feet to the Point of Beginning.

PARCEL 2:

LOT 31 of

The Northerly 100 feet of ALHAMBRA ADDITION, as shown by Map on file in Book 11 page 78 and 79, of Maps, Records of Riverside County, California; said Northerly 100 feet being measured along the Easterly line of said lot, and the Southerly line thereof being parallel with the Southerly line of Lot 31;

EXCEPTING therefrom that portion thereof included with the following described parcel:

That portion of Lots 26, 27, 31 and 32 of ALHAMBRA ADDITION, as shown by Map on file in Book 11 page 78 and 79, of Maps, Records of Riverside County, California, particularly described as follows:

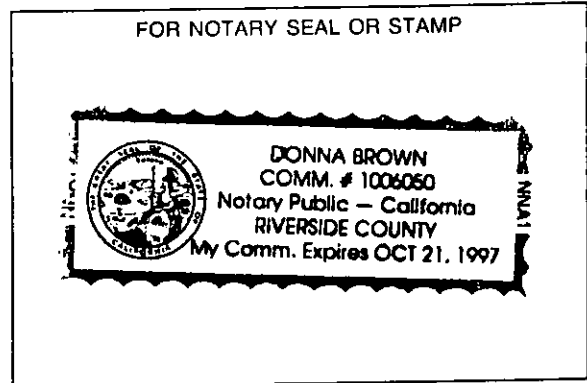
BEGINNING at a point on the Southwesterly line of said Lot 26, distant 148.16 feet Northwesterly from the Southwesterly extension of the Southeasterly line of said lot, when measured along a line drawn at right angles thereto; THENCE South 41°00' East along the Southwesterly line of said Lot 26, to the most Southerly corner thereof, said point being the most Westerly corner of said Lot 27; THENCE South 41°00' East along the Southwesterly line of said Lot 27, a distance of 146.38 feet to the most Southerly corner of the parcel of land conveyed to Charles A. Collier by deed recorded August 21, 1925 in Book 650 page 124, of Deeds, Records of Riverside County, California; THENCE North 50°01'20" East parallel with the Northwesterly line of Lot 27, and the Northeasterly extension thereof, a distance of 378.95 feet; THENCE North 21°53'40" West 164.54 feet; THENCE North 46°53'40" West 139.10 feet, more or less, to a point on a line bearing North 50°01'20" East from the Point of Beginning; THENCE SOUTH 50° 01' 20" WEST, PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 26, A DISTANCE OF 418.32 FEET TO THE "POINT OF BEGINNING".

DESCRIPTION APPROVAL 7/25/25 by Walter R. King SURVEYOR, CITY OF RIVERSIDE

STATE OF CALIFORNIA,  
COUNTY OF RIVERSIDE } S.S.

On JULY 27, 1995, before me, DONNA BROWN  
a Notary Public in and for said County and State, personally  
appeared BILBERTO A. PEREZ & GUADALUPE V. PEREZ

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



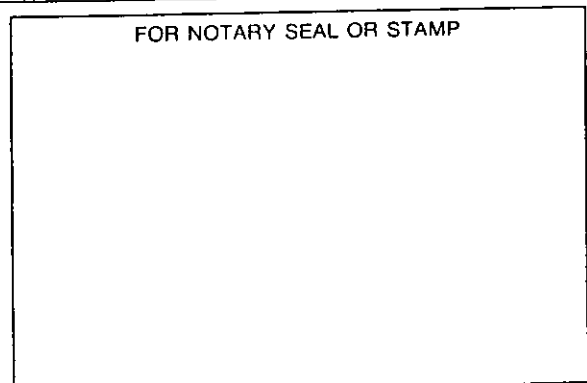
WITNESS my hand and official seal.

Signature Donna Brown

STATE OF CALIFORNIA,  
COUNTY OF \_\_\_\_\_ } S.S.

On \_\_\_\_\_, before me, \_\_\_\_\_  
a Notary Public in and for said County and State, personally  
appeared \_\_\_\_\_

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Signature \_\_\_\_\_