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RECORDED OCT. 23, 1981
BOOK PAGE
OFFICIAL RECORDS, RIV. CO..
INSTRUMENT NO. 199858

COVENANT AND AGREEMENT
FOR MUTUAL DRIVEWAY ACCESS

THIS COVENANT AND AGREEMENT is made and entered into this 16th day of October, 1981, by WILMA SHARLENE MILLER, a married woman, as her sole and separate property, RONALD L. MILLER, a married man, as his sole and separate property, ROBERT H. KRAIN and RUTH M. KRAIN, husband and wife as joint tenants, THOMAS L. DAVIS III and DONNA F. DAVIS, husband and wife, as community property, DALE B. SPARKS and CAROLINE JEAN SPARKS, husband and wife, each as to an undivided 50% interest as tenants-in-common, HARRY B. FREY, a married man as his sole and separate property, ROBERT D. MILLER, a married man, as his sole and separate property, and KATHLEEN J. FREY, a married woman as her sole and separate property, the owners of record of the following described real property located in the City of Riverside, County of Riverside, State of California:

Parcel 1 - Wilma Sharlene Miller

Lot 3 in Block "A" of Stearns Tract, as per map recorded in Book 20, page 89 of Maps, in the office of the County Recorder of Riverside County, California.

Parcel 2 - Ronald L. Miller

Lot 4 in Block "A" of Stearns Tract, as shown by map on file in Book 20 of Maps, at page 89 thereof, Records of Riverside County, California.

APPROVED AS TO FORM
AND CONTENTS
BY
CITY ATTORNEY

C/A-56

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DESCRIPTION APPROVAL
[Signature]
Surveyor

Parcel 3 - Robert H. Krain and Ruth M. Krain

Lot 5 of Block "A" of Stearns Tract, as shown by map on file in Book 20 of Maps, at page 89 thereof, Records of Riverside County, California.

Parcel 4 - Thomas L. Davis III and Donna F. Davis

Lot 6 of Block "A" of Stearns Tract, as shown by map on file in Book 20 of Maps, at page 89 thereof, Records of Riverside County, California.

Parcel 5 - Dale B. Sparks and Caroline Jean Sparks

Lot 7 of Block "A" of Stearns Tract, as shown by map on file in Book 20 of Maps, at page 89 thereof, Records of Riverside County, California.

Parcel 6 - Harry B. Frey

Lot 8 of Block "A" of Stearns Tract, as shown by map on file in Book 20 of Maps, at page 89 thereof, Records of Riverside County, California.

Parcel 7 - Robert D. Miller

Lot 9 in Block "A" of Stearns Tract, as shown by map on file in Book 20 of Maps, at page 89 thereof, Records of Riverside County, California.

Parcel 8 - Kathleen J. Frey

Parcel A

The northeasterly 99.00 feet of Lot 2 in Block 21 of the Lands of the Riverside Land and Irrigating Company, as shown by map on file in Book 1 of Maps, at page 70 thereof, in the office of the County Recorder of San Bernardino County, California, the southwesterly line of said northeasterly 99.00 feet being the northeasterly line of Magnolia Park Tract, as shown by map on file in Book 22 of Maps, at page 52 thereof, in the office of the Recorder of Riverside County, California.

EXCEPTING THEREFROM that portion lying southeasterly of the southwesterly prolongation of the northwesterly line of Lot 10 in Block "A" of Stearns Tract, as shown by map on file in Book 20 of Maps, at page 89 thereof, in the office of the Recorder of Riverside County, California.

1 Parcel B

2 Lot D of Stearns Tract, as shown by map on file
3 in Book 20 of Maps, at page 89 thereof, in the office
4 of the Recorder of Riverside County, California, lying
5 northwesterly of the southwesterly prolongation of the
6 northwesterly line of Lot 10 in Block "A" of said
7 Stearns Tract.

8 For the purpose of complying with the conditions imposed by the City
9 of Riverside, for the approval of Zoning Case R-17-623, which was approved by
10 the City Council of Riverside on October 30, 1962, the undersigned hereby
11 covenants and agrees with said City of Riverside that a private mutual ease-
12 ment for ingress and egress is hereby established in, over, along and across
13 the northwesterly 42.00 feet of said Parcels 1 through 8, for the use and
14 benefit of said Parcels 1 through 8, and the undersigned hereby grant and
15 convey to each of the other parties executing this document, an easement over
16 that portion of the above described property owned by the undersigned to
17 insure that the owner or owners of said Parcels 1 through 8 shall have an
18 easement for ingress and egress from Magnolia Avenue in, over, along, and
19 across said Parcels 1 through 8.

20 The undersigned further covenants and agrees with said City of
21 Riverside that access to the above described private mutual easement will be
22 granted for the use and benefit of Parcel 9 hereinafter described, at such
23 time as said Parcel 9 is developed and such access is required by the City
24 of Riverside.

25 Parcel 9

26 Lots 1 and 2 of Block "A" of Stearns tract, as shown
27 by map on file in Book 20 of Maps, at page 89 thereof,
28 in the office of the County Recorder of Riverside County.

 The undersigned further covenants and agrees with said City of
Riverside that the owner or owners of Parcel 9 described herein above, shall
have the right to remove any landscaping which may be required in order to
replace it with the improvements required by the City of Riverside for a

1 private frontage road.

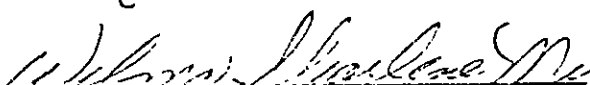

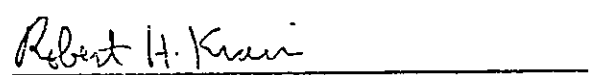



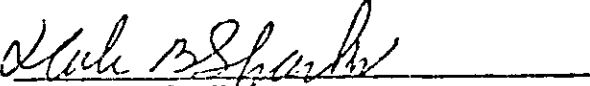

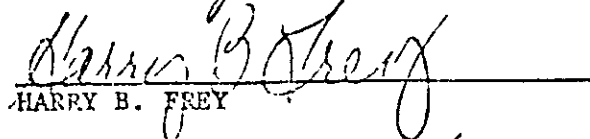

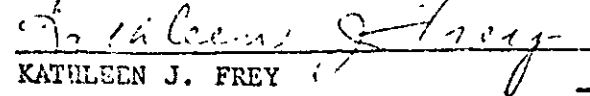
2 The maintenance of the improvements to be constructed in said private
3 mutual easement shall be borne by the undersigned in equal percentages.

4 The undersigned, its successors and assigns shall defend, indemnify
5 and hold harmless the City of Riverside, its officers and employees from and
6 against any and all claims, demands, suits or actions for personal injury,
7 including death, or property damage arising out of or incurred as a result of
8 the construction and maintenance of the driveway facilities to be constructed
9 in said private mutual easement.

10 This Covenant and Agreement shall run with the land and shall be
11 binding upon the undersigned, its successors, heirs or assigns, and shall
12 continue in effect until such time as released by the City of Riverside,
13 California.

14 Should the City of Riverside bring any action to enforce the terms
15 of this Covenant and Agreement, the undersigned, its successors, heirs and
16 assigns shall pay the City of Riverside its court costs and reasonable
17 attorney's fees.

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

20		
21	WILMA SHARLENE MILLER	RONALD L. MILLER
22		
23	ROBERT H. KRAIN	RUTH M. KRAIN
24		
25	THOMAS L. DAVIS III	DONNA F. DAVIS
26		
27	DALE B. SPARKS	CAROLINE JEAN SPARKS
28		
	HARRY B. FREY	ROBERT D. MILLER
		
	KATHLEEN J. FREY	

MADISON ST.

ST.

MAGNOLIA AVENUE

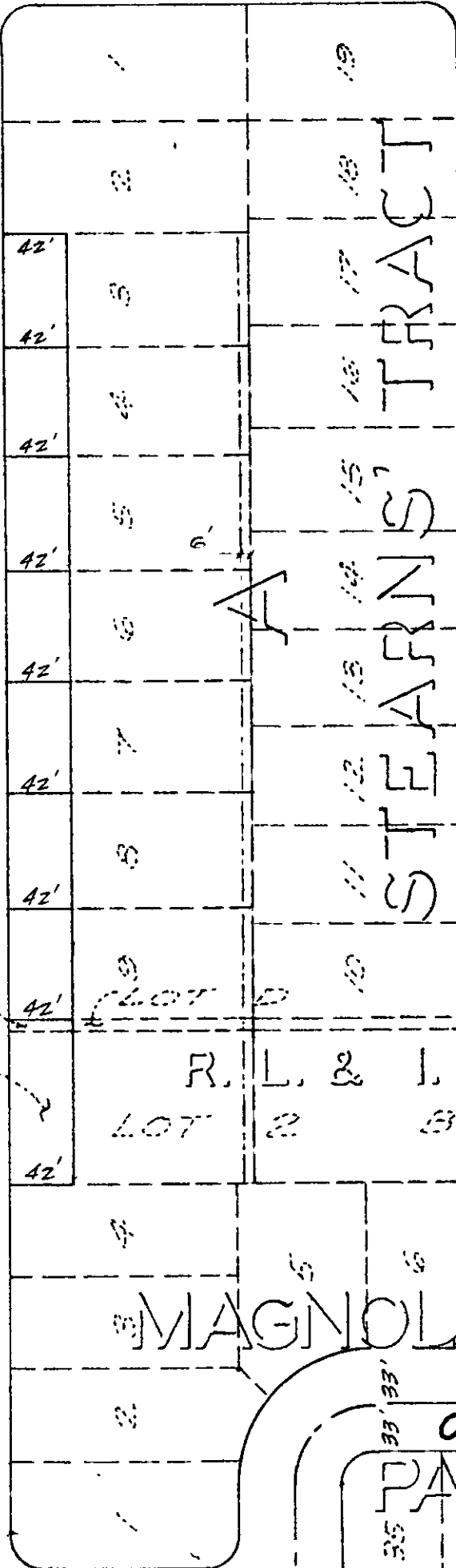
MAGNOLIA

ST.

POTOMAC

CORTEZ ST

PARK TR.



A

R. L. & L.
LOT 2

M.B. 20/88

CO. M.B. 1/70
S.B. Co rec.

M.B. 22/52

CITY OF RIVERSIDE, CALIFORNIA

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

SHEET 1 OF 1

81-184

SCALE: 1" = 100'

DRAWN BY Alm DATE 9/22/81

SUBJECT

R-17-623

CIA-56