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

JUL - 9 1997

Project: Parcel Map 28047

Recorded in Official Records
of Riverside County, California

Recorder

Fees \$ 30-

COVENANT AND AGREEMENT
ESTABLISHING EASEMENTS FOR ACCESS AND UTILITIES

30
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THIS COVENANT AND AGREEMENT is made and entered into this 29th day of APRIL, 1997, by PETER V. MISUNAS, as Successor Trustee of the JOHN H. FREESON TRUST dated July 25, 1984, as amended March 1, 1985 and LOUIS A. CARHART (collectively, "Declarants") with reference to the following facts:

GR

A. Declarants are the fee owners of the real property (the "Property") consisting of two parcels located in the City of Riverside, County of Riverside, State of California, described as follows:

Parcel 3:

Parcel 3 of Parcel Map 28047 as shown by map on file in Book 189 of Parcel Maps, at pages 83 through 85 thereof, records of Riverside County, California.

Parcel 4:

Parcel 4 of Parcel Map 28047 as shown by map on file in Book 189 of Parcel Maps, at pages 83 through 85 thereof, records of Riverside County, California.

The two parcels of the Property are hereinafter referred to as "Parcel 3" and "Parcel 4", respectively.

B. The Property is part of approximately 55 vacant acres situated northerly of Overlook Parkway and easterly of Windham Hill Road within the City of Riverside. Application has been made to the City of Riverside ("City") to divide the 55 acres into four parcels by Parcel Map 28047 for financial and phasing purposes for future single family residential development.

EXHIBIT "B"

PARCEL MAP NO. 28047

N 1/2. NW 1/4. SEC. 12
T. 3 S.. R. 5 W.. S.B.M.

N 49° 35' 12" E.
(R)

PARCEL 4

PARCEL 3

PARCEL 2

PAR. 1

OLD BRIDGE ROAD

T.P.O.B.

PRIVATE ACCESS EASE..
INSTR. #459803, REC.
12/8/94 O.R. RIV. CO.

O.O.D. TO CITY OF RIV..
INSTR. #443979, REC.
11/23/94 O.R. RIV. CO.

S 1/2. NW 1/4 SEC. 12
T. 3 S.. R. 5 W.. S.B.M.

CHATEAU VIEW DRIVE

TRACT NO. 23664-1

M.B. 250/19-21

TRACT NO. 23678

M.B. 229/39-40

M.B. 239/30-33

TRACT NO. 22218

WYNDHAM HILL DR.

LOT "A" LOT "B" LOT "C"

N 61° 09' 12" E
330.25

N 55° 30' 00" E
486.50

DATA

①	DELTA/BEARING	RADIUS	LEN./DIST.	TANGENT
①	5° 39' 12"	400.00	39.47	19.75
②	31° 45' 00"	400.00	221.65	113.75
③	N 23° 45' 00" E		122.37	
④	N 26° 54' 40" E	(R)	144.86	
⑤	35° 39' 40"	200.00	124.48	64.33
⑥	N 08° 45' 00" W		69.75	
⑦	N 08° 45' 00" W		13.21	
⑧	31° 39' 48"	650.00	359.21	184.32
⑨	93° 09' 40"	450.00	731.69	475.54

pln fl 94247 pln 703

SCALE: 1" = 400'

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

94-247

SCALE: 1" = 400'

DRWN BY ajg DATE 6/2/95
CHKD BY llm DATE 6/5/95

SUBJECT: PARCEL MAP NO. 28047

CIA 567

C. The City had previously approved in 1992 a tentative tract map for the 55 acres, which map is known as Tentative Tract Map 23663. By Tentative Tract Map 23663, Declarants are proposing to divide the 55 acres into approximately 22 lots for residential purposes. Internal circulation is proposed to be provided by a 36-foot-wide private street system extending from two local streets situated within said Tentative Map 23663 located to the south as well as by the extension of Old Bridge Road.

D. The private street system as shown by Tentative Tract Map 23663 will eventually service Parcels 3 and 4. However, as Parcels 3 and 4 have no public street frontage, they are technically landlocked for which a variance was sought by Declarants and granted by City subject to certain conditions. Condition 1. c. of the conditions imposed by City for the approval of Parcel Map 28047, including the variance therein granted, requires Declarants to provide an offer of dedication for ingress and egress and utilities to Parcel 3 and Parcel 4.

E. Declarants are willing to execute and record a covenant and agreement establishing nonexclusive easements for access and utilities over, under, along and across portions of Parcel 3 for the use and benefit of and as an easement appurtenant to Parcel 4 and over, under, along and across portions of Parcel 4 for the use and benefit of and as an easement appurtenant to Parcel 3, and City is willing to accept such document as meeting the intent of Condition 1.c.

NOW, THEREFORE, incorporating the above recitals and for the purpose of complying with a condition imposed by City for the approval of Parcel Map 28047 and in consideration of such approval, Declarants hereby covenant and agree with City as follows:

1. Grant of Reciprocal Easements. There is hereby granted, reserved and established over, under, along and across those portions of Parcels 3 and 4 as described in attached Exhibit "A" and as shown on attached Exhibit "B", nonexclusive easements for vehicular and pedestrian ingress and egress and utilities for the use and benefit of and as an easement appurtenant to the other parcel for the purpose of providing a single access way from the Property over a private access easement granted by deed recorded December 8, 1994 as Instrument No. 459803, Official Records of Riverside County, California, to Chateau View Drive, a public street of the City of Riverside. Exhibits "A" and "B" are attached hereto and incorporated herein by this reference

The nonexclusive easements herein granted shall be and are for ingress, egress, and the installation, construction, maintenance, repair and replacement of a private street and

underground utilities and all rights deemed reasonable and necessary thereto for the use and benefit of and as an easement appurtenant to Parcel 3 of Parcel Map 28047 for that portion located on Parcel 4 of Parcel Map 28047, and for the use and benefit of and as an easement appurtenant to Parcel 4 of Parcel Map 28047 for that portion located on Parcel 3 of Parcel Map 28047.

2. Barriers. No fences, walls, barricades or barriers of any kind shall be placed on the common property line of Parcels 3 and 4 located within the easement area which will prohibit or interfere with or restrict the exercise of the easements granted herein.

3. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the easements above granted to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarants that this document shall be strictly limited to and for the purposes herein expressed.

4. Non-Merger. This Covenant and Agreement shall not be subject to the doctrine of merger, even though the underlying fee ownership of the two parcels of the Property described herein, or any parts thereof, is vested in the same ownership.

5. Effect of Covenant and Agreement. In the event Declarants shall sell, convey, lease or otherwise change the ownership of either parcel of the Property, as such parcel is conveyed, Declarants shall grant that portion of the easement above described located on the parcel retained in ownership and shall reserve that portion of the easement above described located on the parcel to be conveyed. Any person who now or hereafter owns or acquires any right, title or interest to either 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 the easements described in Paragraph 1 above whether any reference to this Covenant and Agreement is contained in the instrument by which such person acquired an interest in such parcel.


6. Enforcement. The provisions of this Covenant and Agreement shall be enforceable by City, its successors or assignees, and by any owner, lessee, or tenant of either parcel of the Property. In the event of any legal or equitable proceeding for the enforcement of, or to restrain any violation of, this Covenant and Agreement, the prevailing party shall be entitled to court costs, including reasonable attorneys' fees. The failure of 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.

7. Mutuality, Reciprocity, Run with Land. 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 each parcel as the servient tenement in favor of the other parcel as the dominant tenement and create reciprocal rights and obligations among the respective owners of both parcels of the Property, and privity of contract and estate among all grantees of the parcels of the Property, their heirs, 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 heirs, successors and assigns in interest, and shall apply to and bind each successive owner of each parcel, their heirs, successors and assigns in interest.

8. Termination and Modification. This Covenant and Agreement is made and entered into for the purpose of complying with a condition imposed by City for the approval of Parcel Map 28047, and it shall not be extinguished, terminated, modified, amended, or altered in any way except with the prior written and recorded consent of the City Council of City; provided, however, in the event all phases of Tentative Tract Map 23663 are recorded and a private street system installed pursuant thereto, this Covenant and Agreement may be terminated by Declarants or the then owners of both parcels of the Property within the written consent of the Planning Director of City duly recorded.

IN WITNESS WHEREOF Declarants have caused this Covenant and Agreement to be executed the day and year first above written.

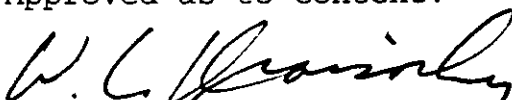

 Louis A. Carhart


 Peter V. Misunas, as Successor
 Trustee of the John H. Freeson
 Trust dated July 25, 1984, as
 amended March 1, 1985


Approved as to Content:


 Planning Department

Approved as to Content:


 Public Works Department

Approved as to Form:


 Assistant City Attorney

State of CALIFORNIA)
County of RIVERSIDE) SS

On APRIL 29, 1997,

before me, a notary public in and for said State, personally appeared

LOUIS A. CARNART

~~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.

Margaret Ewing
Signature

CAPACITY CLAIMED BY SIGNER

- Attorney-in-fact
- Corporate Officer(s)
Title _____ Title _____
- Guardian /Conservator
- Individual (s)
- Partner(s)
() General () Limited
- Trustee(s)
- Other _____

The party(ies) executing this document is/~~are~~ representing:

SLS

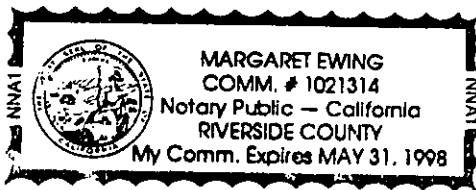
State of CALIFORNIA)
County of RIVERSIDE) SS

On APRIL 30, 1997,

before me, a notary public in and for said State, personally appeared

Peter V. Misunas

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.
Margaret Ewing
Signature

CAPACITY CLAIMED BY SIGNER

- () Attorney-in-fact
- () Corporate Officer(s)
Title _____ Title _____
- () Guardian /Conservator
- () Individual(s)
- () Partner(s)
() General () Limited
- (X) Trustee(s)
- (X) Other _____

The party(ies) executing this document is/are representing:

EXHIBIT "A"

Private Easement

That portion of the north half of the northwest quarter of Section 12, Township 3 South, Range 5 West, San Bernardino Meridian, being a strip of land 60.00 feet in width, lying 30.00 feet on each side of the following described centerline:

Commencing at the intersection of the centerline of Lot "A" (Wyndham Hill Drive) and Lot "C" (Chateau View Drive) of Tract No. 22218, as shown by map on file in Book 239 of Maps at pages 30, 31, 32 and 33 thereof, Records of Riverside County, California;

Thence North $61^{\circ} 09' 12''$ East along the centerline of said Lot "C" and along the northeasterly prolongation thereof, a distance of 330.25 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 400.00 feet;

Thence northeasterly along said curve, to the left, through a central angle of $05^{\circ} 39' 12''$, an arc distance of 39.47 feet to the end thereof;

Thence North $55^{\circ} 30' 00''$ East, a distance of 486.50 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 400.00 feet;

Thence northeasterly along said curve, to the left, through a central angle of $31^{\circ} 45' 00''$, an arc distance of 221.66 feet to the end thereof;

Thence North $23^{\circ} 45' 00''$ East, a distance of 122.37 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 450.00 feet;

Thence northeasterly along said curve, to the right, through a central angle of $93^{\circ} 09' 40''$, an arc distance of 731.69 feet to a point therein, the radial line at said point bears North $26^{\circ} 54' 40''$ East;

Thence North $26^{\circ} 54' 40''$ East, a distance of 144.86 feet to the beginning of a tangent curve, concave westerly, having a radius of 200.00 feet;

Thence northerly along said curve, to the left, through a central angle of $35^{\circ} 39' 40''$, an arc distance of 124.48 feet to the end thereof;

Thence North 08° 45' 00" West, a distance of 69.75 feet to a point in the south line of said north half of the northwest quarter of Section 12 for the TRUE POINT OF BEGINNING;

Thence continuing North 08° 45' 00" West, a distance of 13.21 feet to the beginning of a tangent curve, concave to the southwest, having a radius of 650.00 feet;

Thence northwesterly along said curve, to the left, through a central angle of 31° 39' 48", an arc distance of 359.21 feet for the end of this centerline description, the radial line at said point bears North 49° 35' 12" East.

PREPARED UNDER MY SUPERVISION

Matthew E. Webb
Matthew E. Webb, L.S. 5529

6/5/95
Date

Prepared by: MEW
Checked by: MEW



DESCRIPTION APPROVAL / /
by MEW
SURVEYOR, CITY OF RIVERSIDE