

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:
City Clerk
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522



Project: VR-069-989
EP-008-989

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COVENANT AND AGREEMENT
ESTABLISHING EASEMENTS FOR
PRIVATE ACCESS AND UTILITY SERVICES

THIS COVENANT AND AGREEMENT is made and entered into this day of 4/23/1999, by JOSEPH F. POPPLER, JR., hereinafter referred to as "Declarant" with reference to the following facts:

A. Declarant is the fee owner 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:

Parcel 1. Attached hereto as Exhibit A and made a part hereof.

Parcel 2. Attached hereto as Exhibit B and made a part hereof

B. Parcels 1 and 2, hereinafter collectively referred to as the "Property", are residential parcels located in the Residential Conservation ("RC") Zone. Both parcels are non-conforming lots created prior to the RC Zoning. Parcel 1 is approximately 55,600 square feet and Parcel 2 is approximately 20,790 square feet. Declarant proposes to grade a 19,950 square foot pad and build a two story home on Parcel 1, and grade a 6,603 square foot pad on Parcel 2. Generally, an access road, adjacent to both parcels, begins at Parcel 2 off Somerset Drive, continues easterly across Parcel 1 and then forks to provide access to both Parcel 1 and Parcel 2.

C. As a condition to the approval of Variance Case 069-989 by the City of Riverside, hereinafter referred to as "City", and to meet an approved mitigation measure imposed by the Environmental Protection Commission of said City in

Case No. EP-008-989, Declarant is required to submit documentation for Planning and Legal Department approval to both assure mutual access for ingress and egress for the benefit of both Parcel 1 and Parcel 2, and to grant an easement for utilities to City across the approximately sixteen foot access road which is adjacent to both parcels. The easements are described as follows:

Parcel 1 Easement:

The easement over Parcel 1 for the benefit of Parcel 2 is more particularly described as follows:

Attached hereto as Exhibit C and made a part hereof.

Parcel 2 Easement:

The easement over Parcel 2 for the benefit of Parcel 1 is more particularly described as follows:

Attached hereto as Exhibit D and made a part hereof.

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 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 VR-069-989 and EP-008-989. 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 access, ingress and egress and utility purposes on, over, under and across that portion of Parcel 1 as described in Exhibit C, attached hereto and incorporated herein for this purpose, is hereby established, created and granted for the use and benefit of and as an easement appurtenant to Parcel 2.

2. A nonexclusive easement for access, ingress and egress and utility purposes on, over, under and across that portion of Parcel 2 as described in Exhibit D, attached hereto and incorporated herein for this purpose, is hereby established, created and granted for the use and benefit of and as an easement appurtenant to Parcel 1.

3. The easements above established shall be and are for vehicular and pedestrian access, 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.

4. The cost of the construction, reconstruction, repair and maintenance of the driveway shall be borne by the owner of the parcel upon which such portion of the driveway is located; provided, however, the cost of any repair necessitated by the installation of 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 the 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 all parcels of the Property and create mutual, equitable servitudes upon each parcel as the servient tenement in favor of the other parcels as the dominant tenement and create reciprocal rights and obligations among the respective owners of all 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.

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

City of Riverside

BY *Joseph F. Poppler Jr.*
Joseph F. Poppler, Jr.

APPROVED AS TO CONTENT:

Michael S. Zimmerman
Planning Department

City of Riverside

APPROVED AS TO FORM:

Kathleen M. Bonzue
Assistant City Attorney

EXHIBIT A

Lot 29 of Clark's Subdivision, as shown by Map on file in Book 7,
Page 44 of Maps, Official Records of Riverside County, California;

Excepting the Southwesterly 240 feet thereof measured along the
Southeasterly line of said Lot; Northeasterly line of said excepted
portion being parallel with the Southwesterly line of said Lot;

Also excepting therefrom the Northeasterly 240 feet of said Lot
measured along the Southeasterly line thereof; the Southwesterly
line of said excepted portion being parallel with the Northeasterly
line of said Lot;

DESCRIPTION APPROVAL 4.14.99

SURVEYOR, CITY OF RIVERSIDE

EXHIBIT B

The Northerly 80 feet of the Southerly 240 feet of Lot 29 of Clark's Subdivision, as shown by Map on file in Book 7, Page 44 of Maps, Official Records of Riverside County, California;

Said distance of 80 feet and 240 feet being measured on the East line of said Lot 29.

DESCRIPTION APPROVAL 4/4/99

SURVEYOR, CITY OF RIVERSIDE

EXHIBIT C

That portion of Lot 29 of Clarks Subdivision as shown by map on file in Book 7 of Maps at page 44 thereof, records of Riverside County, California, being a strip of land, 16.00 feet in width the centerline being described as follows:

Commencing at the Southe[redacted]rly corner of said Lot 29; Thence along the Easterly line of said Lot 29, N.28°53'03"E., 240.00 feet; Thence along a line parallel with the Southerly line of said Lot 29, N.61°04'09"W., 107.00 feet to the POINT OF BEGINNING; Thence N.15°20'18"E., 46.54 feet to a curve concave Southwesterly having a radius of 28.00 feet; Thence Northwesterly along said curve a distance of 70.59 feet, through an angle of 144°26'52"; Thence S.50°53'26"W., 41.70 feet to a curve concave Northwesterly having a radius of 92.00 feet; Thence Southwesterly, along said curve a distance of 11.59 feet, through an angle of 7°13'16" to said parallel line and the termination of said centerline description.

The sidelines of said 16 foot strip of land shall be extended or shortened to terminate at the said parallel line.

DESCRIPTION APPROVAL

[Handwritten Signature] 11/14/99
 SUPERVISOR, CITY OF RIVERSIDE

EXHIBIT D

That portion of Lot 29 of Clarks Subdivision as shown by map on file in Book 7 of Maps at page 44 thereof, records of Riverside County, California, being a strip of land, 16.00 feet in width the centerline being described as follows:

Commencing at the Southe~~erly~~ly corner of said Lot 29, thence along the Easterly line of said Lot 29, N.28°53'03"E., 240.00 feet to a line parallel with the Southerly line of said Lot 29; Thence along said parallel line N.61°04'09"W., 107.00 feet; Thence N.15°20'18"E., 46.54 feet to a curve concave Southwesterly having a radius of 28.00 feet; Thence Northwesterly along said curve a distance of 70.59 feet, through an angle of 144°26'52"; Thence S.50°53'26"W., 41.70 feet to a curve concave Northwesterly having a radius of 92.00 feet; Thence Southwesterly, along said curve a distance of 11.59 feet, through an angle of 7°13'16" to said parallel line, and the POINT OF BEGINNING; Thence continuing Southwesterly along said curve a distance of 54.31 feet through an angle of 33°49'32"; Thence N.88°03'46"W., 27.95 feet to a point in the Easterly line of Somerset Drive as shown by said map as Clark Avenue, said point being distant Southerly 40.39 feet along a curve concave Northwesterly having a radius of 195.30 feet through an angle of 11°50'59" from an intersection with said parallel line, a radial line to said point bears S.44°19'57"E., said point being the termination of this centerline description.

The sidelines of said 16 foot strip of land shall be extended or shortened to terminate at the said parallel line and the said Easterly line of Somerset Drive.

DESCRIPTION APPROVAL

[Handwritten Signature] 11/14/99
 SUPERVISOR OF CITY OF RIVERSIDE

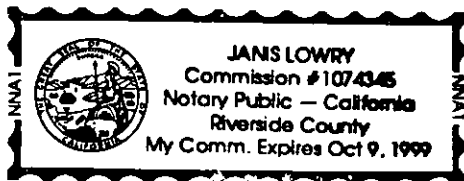
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of RIVERSIDE } SS.

On APRIL 23, 1999, before me, JANIS LOWRY, NOTARY PUBLIC,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared JOSEPH F. POPPLEK, SR.
Name(s) of Signer(s)

personally known to me
 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/his/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.



Place Notary Seal Above

WITNESS my hand and official seal.

Janis Lowry
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

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C/A 643