

RECORDING REQUESTED BY:

DOC # 2004-0251778

04/08/2004 08:00A Fee:NC

Page 1 of 8

Recorded in Official Records  
County of Riverside

Gary L. Orso  
Assessor, County Clerk & Recorder

WHEN RECORDED MAIL TO:

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



Project: Parcel Map 30442

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**COVENANT AND AGREEMENT ESTABLISHING AN EASEMENT FOR ACCESS**



THIS COVENANT AND AGREEMENT is made and entered into this 30<sup>th</sup> day of January, 2004, by Betty J. Phillips, Trustee of the Betty J. Phillips 1996 Trust created by Declaration of Trust Dated August 19, 1996, ("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:

That portion of Lot 7 in Block 61, Tract No. 2, La Sierra Heights, as shown by map on file in Book 7, Page 66 of Maps, Records of Riverside County, California, described as follows:

DESCRIPTION APPROVED  
2/23/04  
[Signature]  
ASSessor, CITY OF RIVERSIDE

BEGINNING at the most westerly corner of said Lot 7 in Block 61;  
THENCE Northeasterly along the Northwesterly line of said Lot 7, a distance of 634 feet to the POINT OF BEGINNING;  
THENCE Southeasterly and parallel to the Northeasterly line of said Lot 7, a distance of 206 feet;  
THENCE Southwesterly and parallel to said Northwesterly line of said Lot 7, a distance of 96 feet;  
THENCE Northwesterly and parallel to said Northeasterly line a distance of 206 feet to the Northwesterly line to said lot;  
THENCE Northeasterly on said Northwesterly line to the POINT OF BEGINNING.

B. The Property consists of approximately 0.45 acres located on the South side of Norwood Avenue, West of Golden Avenue, in the Single Family Residential ("R-1-65") zone. Declarant by Parcel Map 30442 intends to create two separate parcels for residential purposes which parcels are shown on Exhibit "A" attached hereto and incorporated herein by reference. The existing garage for Parcel 1 will

not have direct frontage onto a public street.

- C. As a condition imposed by the City of Riverside ("City") for the approval of Parcel Map 30442, Declarant must submit documentation prior to map recordation for Planning and Legal Department's approval to assure access for ingress and egress to the existing garage.
- D. Declarant intends by this document to comply with the condition above noted imposed by the City for the approval of the map for Parcel Map 30442 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 Parcels 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 Parcel 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 Parcel Map 30442. 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 Parcel 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 Parcel 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 or easement, rights, rights-of-way and equitable servitudes contained herein.

- 1. Declarant hereby establishes and grants a nonexclusive easement for ingress and egress on, over and across that portion of Parcel 2 of the Property described as follows and as depicted in Exhibit A attached hereto, for the use and benefit and as an easement appurtenant to Parcel 1:

A portion of property described in deed recorded September 9, 1996 as Instrument No. 340139, Official Records of the Riverside County Recorder, more particularly described as follows:

BEGINNING at the Northeasterly corner of said property;  
THENCE South 27° 46' 33" East along the Northeasterly line of said property a distance of 136.72 feet;  
THENCE South 62° 13' 49" West a distance of 21.44 feet;

DESCRIPTION APPROVAL  
CITY OF RIVERSIDE  
Z Bot ✓

**CERTIFICATION**

Under the provisions of Government Code 27361.7 I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

- Description Approval
- 2-23-04
- Surveyor, City of Riverside

Date:

APR 08 2004

Signature:



THENCE North 27° 33' 29" West a distance of 137.16 feet to the Northwesterly line of said property;  
THENCE North 63° 27' 00" East along said Northwesterly line a distance of 20.93 feet to the POINT OF BEGINNING.

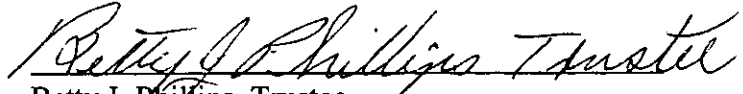
The easement herein established and granted shall be for pedestrian and vehicular ingress and egress and for the installation, construction, maintenance, repair, replacement and use of a private drive.

2. The cost of the construction, reasonable repair, and maintenance of the private drive shall be borne equally by the owners of each parcel of the Property. Any owner of a Parcel upon ten (10) days' written notice to the other owner of the Property may perform or cause to be performed any necessary repairs to the private drive.
3. No owner, lessee, tenant or occupant of either of the parcels of the Property shall install, construct, maintain or permit any barrier or obstacle to be placed on the private drive described in Paragraph 1 above.
4. At such time as Declarant shall sell or convey either of the Parcels comprising the Property, Declarant shall grant and reserve, as is appropriate, the easements herein above described.
5. Any person who now or hereafter owns or acquires any right, title or interest in or to either Parcel of the Property shall be deemed (a) to have consented and agreed to the covenant, condition, restriction and easement contained herein; and (b) to have been granted and be subject to the easement described herein above, whether or not any reference to this Covenant and Agreement is contained in the instrument by which such person acquired an interest in such parcel.
6. 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.
7. 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 either Parcel of the Property 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.
8. 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 each parcel and privity of contract and estate among all grantees of the Parcels, 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.

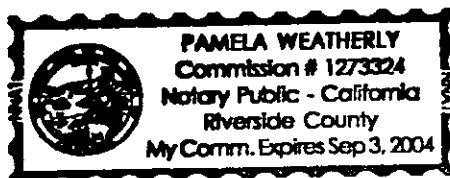
9. This Covenant and Agreement may not be modified, amended or terminated without the consent of all owners of the Parcels and the Planning Director of the City. No such termination, modification or amendment shall be effective until there shall have been executed, acknowledged and recorded in the Office 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.

  
Betty J. Phillips, Trustee

State of California )  
County of Riverside )<sup>SS</sup>

On January 30, 2004, before me, Pamela Weatherly, Notary Public, personally appeared Betty J. Phillips, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.





GARY L. ORSO  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

Recorder  
P.O. Box 751  
Riverside, CA 92502-0751  
(909) 486-7000

<http://riverside.asrclrec.com>

## NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

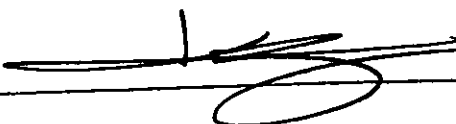
Name of Notary: Pamela Weatherly

Commission #: 1273324

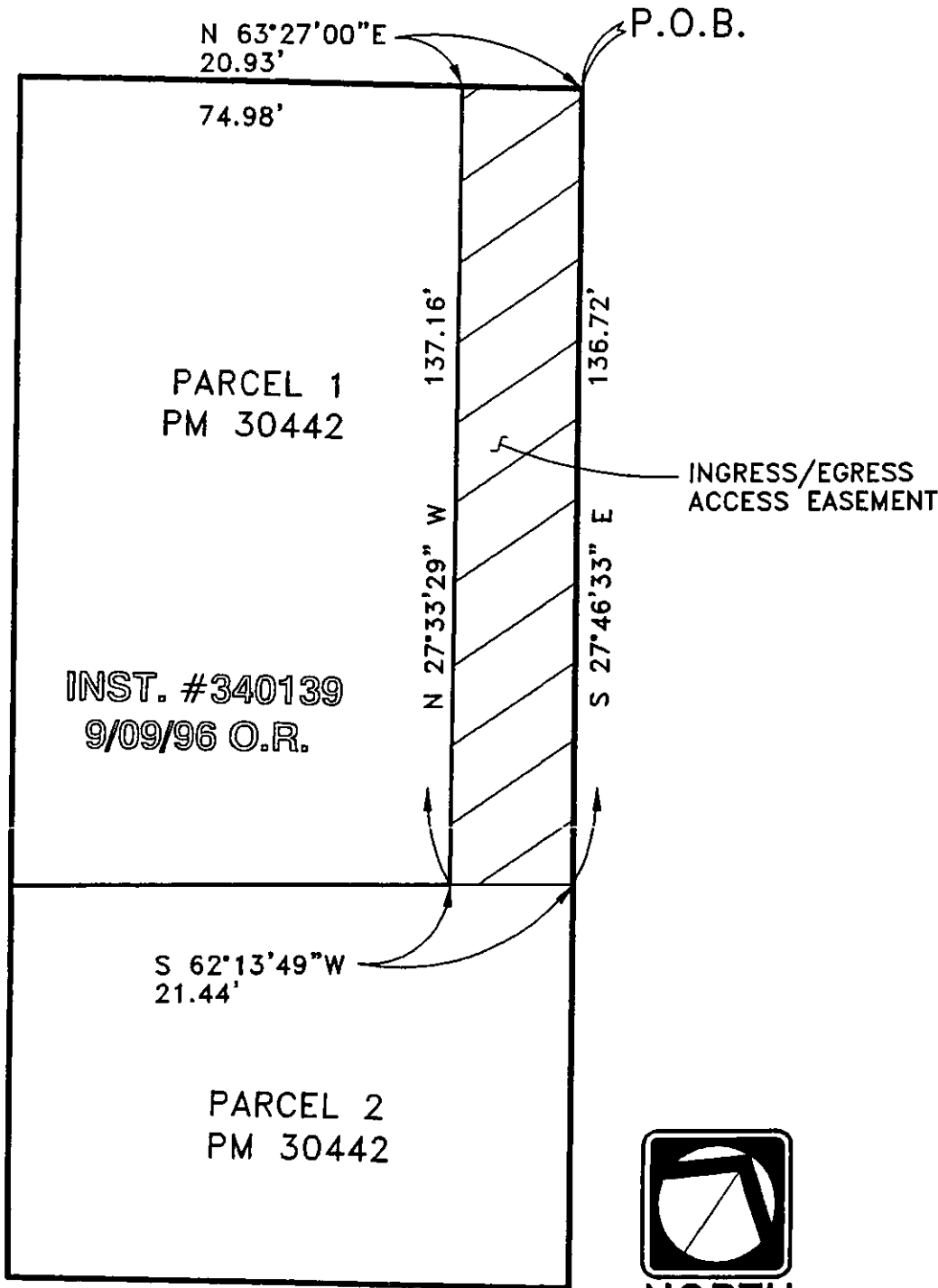
Place of Execution: Riverside

Date Commission Expires: Sept. 3, 2004

Date: APR 08 2004

Signature: 

# EXHIBIT 'A'



GRAPHIC SCALE



( IN FEET )  
1 inch = 30 ft.



**BLAINE A. WOMER**  
CIVIL ENGINEERING

- PLANNING
- SURVEYING
- CIVIL ENGINEERING
- PUBLIC WORKS

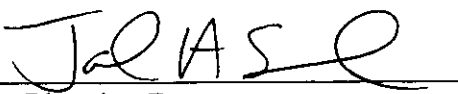
Normal, CA. 92344, 41806 E Florida Ave., Suite F, Phone (909)988-1727 Fax (909)988-9847  
Park City, UT 84098, 6123 Cove Canyon Dr., #202, Phone/Fax (435)616-1489

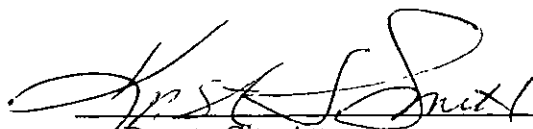
636

CIA 877

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Planning Department

  
\_\_\_\_\_  
Deputy City Attorney