

WHEN RECORDED MAIL TO:

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

Project: Tract Map 31067
P03-0131

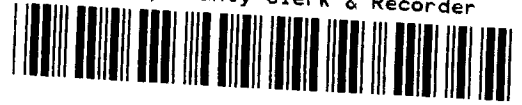
DOC # 2006-0012098

01/06/2006 08:00A Fee:28.00

Page 1 of 8

Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
	1		8						
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

COVENANT AND AGREEMENT ESTABLISHING EASEMENTS
FOR INGRESS, EGRESS AND UTILITIES

30



THIS COVENANT AND AGREEMENT is made and entered into this 20 day of December 2006 by Felipe Olvera, a married man and Jose A. Gamboa, a married man, hereinafter referred to as "Declarants" with reference to the following facts:

A. Declarants are the fee owner of real property, located at 5645 Crest Avenue ("Property") in the City of Riverside, County of Riverside, State of California, described as follows:

See attached.

B. An application and proposed Tract Map 31067 has been filed with the City of Riverside as Planning Case No. P03-0131 to subdivide the Property to allow for construction of seven (7) new single family residences on vacant lots.

C. As a condition to the approval by the City of Riverside of Planning Case No. P03-0131, Declarants are required to submit documentation to assure mutual access for ingress, egress and utilities over a 20-foot wide access easement shown on the proposed Tract Map. The access easement is located on Lots 4 and 5 of the proposed Tract Map. The Lot 4 easement will be for the use and benefit of Lot 6. The Lot 5 easement will be for the use and benefit of Lots 4 and 6.

C/A 971

D. Declarants intend by this document to comply with the condition imposed by the City of Riverside 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 all parcels of the Property, and for the same purpose to reserve and grant easements over portions of the Property.

NOW, THEREFORE, Declarants hereby declare 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 of Riverside for the approval of P03-0131, 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 Declarants of a parcel of the Property shall be and hereby is deemed to incorporate by reference all the provisions of this Covenant and Agreement including, but not limited to, all the covenants, conditions, restrictions, limitations, grants of easement, rights, rights-of-way and equitable servitudes contained herein.

1. Establishment of Access and Utility Easements.

Declarants hereby establish, grant and reserve a nonexclusive 20-foot wide easement for vehicular and pedestrian ingress and egress and public utilities, over, along, under and across that portion of Lot 4 of the Property (as said Lot now exists or may hereinafter be reconfigured), as said area is depicted on Tract Map 31067 for the use and benefit of and as an easement appurtenant to Lot 6 (as said Lot now exist or as hereinafter reconfigured). Declarants also hereby establish, grant and reserve a nonexclusive 20-foot wide easement for vehicular and pedestrian ingress and egress and public utilities, over, along, under and across that portion of Lot 5 of the Property (as said Lots now exists or may hereinafter be reconfigured), as said area is depicted on Tract Map 31067 for the use and benefit of and as an easement appurtenant to Lots 4 and 6 (as said Lots now exist or as hereinafter reconfigured).

2. No Parking. No parking is permitted on the nonexclusive 20-foot wide easement described in Paragraph 1 above.

3. Barriers. No walls, fences, or barriers of any kind shall be constructed or maintained on the easements, or any portion thereof, by Declarant, its successors and assigns which shall prevent or impair the use or exercise of any of the easements granted herein, or the free access and movement, including without limitations, of pedestrians and vehicular traffic between the parcels.

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

5. Effect of Covenant and Agreement. 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 applicable easements described in Paragraph 1 hereof, whether or not any reference to this Covenant and Agreement is contained in the instrument by which such person acquired an interest in Property.

6. Mutuality, Reciprocity, Run with Land. 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 servitude upon each parcel as the servient tenement in favor of each other parcel as the dominant tenement and create reciprocal rights obligations among the respective owners of all parcels, 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.


7. Enforcement. The terms of this Covenant and Agreement may be enforced by the City of Riverside, its successors or assigns, and by any owner or lessee of Lots 4, 5, or 6 of the Property. Should the City of Riverside 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.

8. Termination and Modification. Subject to the prior written approval of the City of Riverside, by its Planning Director, any provision contained herein, may be terminated, modified or amended as to all of the Property or any portion thereof, upon the written consent of all 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 Riverside County, California, an appropriate instrument evidencing the same including the consent thereto by the City of Riverside.

[Signatures on following page.]

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

By: 
*FELIPE OLVERA

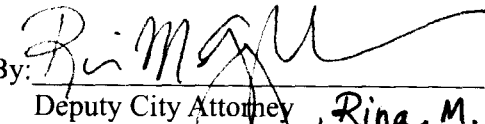
By: 
*JOSE A. GAMBOA

*Signatures must be notarized.

APPROVED AS TO CONTENT:

By: 
Planning Department TRAVIS RANDEL

APPROVED AS TO FORM:

By: 
Deputy City Attorney, Rina M. Gonzales

0:\Cyc\com\WP\Docs\D002\004\00053030
CA 05-2785

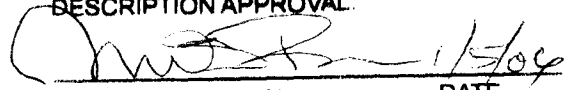
EXHIBIT A

Legal Description of Property

THAT CERTAIN REAL PROPERTY IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

LOTS 4, 5, AND 6 OF TRACT 31067 AS SHOWN BY MAP ON FILES IN MAP BOOK _____, PAGES _____ THROUGH _____, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY CALIFORNIA.

DESCRIPTION APPROVAL



MARK S. BROWN
CITY SURVEYOR

DATE

STATE OF CALIFORNIA)
)ss
COUNTY OF RIVERSIDE)

On December 20, 2005 before me, Eren A. Burch, the undersigned, a notary public in and for said State, personally appeared Felipe Rivera & Jose Gamboa 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.

Felipe Rivera

