

WHEN RECORDED MAIL TO:

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

Project: Parcels 2 & 3, PM 15370
Riverside, CA
APNs: 222-250-008, 222-250-009
(P07-0954)

DOC # 2008-0092464

02/26/2008 08:00A Fee:34.00

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Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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COVENANT AND AGREEMENT ESTABLISHING AN EASEMENT
FOR INGRESS AND EGRESS

THIS COVENANT AND AGREEMENT is made and entered into this 22nd day of JANUARY, 2008, by Palm Cliff, Inc., a California corporation, 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 A and Parcel B, respectively, located in the City of Riverside, State of California, described as follows:

Parcel A: Assessor's Parcel Number 222-250-008; designated as Parcel 2 of Parcel Map 15370 more fully described on Exhibit "A" attached hereto and incorporated herein by reference.

Parcel B: Assessor's Parcel Number 222-250-009, designated as Parcel 3 of Parcel Map 15370 more fully described on Exhibit "B" attached hereto and incorporated herein by reference.

B. An application has been filed with the City as Planning Case P07-0954 to facilitate the construction of two single-family residences in the Single Family Residential (R-1-125) zone.

C. As a condition to the approval by the City of Planning Case P07-0954, Declarant is required to submit documentation to assure mutual access for ingress and egress for Parcel A over Parcel B.

D. Declarant intends by this document to comply with the condition imposed by the City and to impose upon Parcel B restrictions, conditions, covenants and agreements for the benefit of Parcel A and to reserve and grant easements over a portion of the Parcel B.

NOW, THEREFORE, Declarant hereby declares that Parcel B 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

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and easements, all of which are imposed as equitable servitudes pursuant to a general plan for the development of Parcels A and B, and to comply with certain conditions imposed by the City for the approval in Planning Case P07-0954, 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 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 equitable servitudes contained herein.

1. Definitions. In addition to the definitions hereinbefore set forth, the following words or phrases when used in the Covenant and Agreement (except when the context otherwise requires) shall have the following definitions:

(a) "City" shall mean the City of Riverside, a municipal corporation of the State of California.

(b) "Easement Area" shall mean that area described and depicted in Exhibit "C".

(c) "Owner" shall mean any person, whether an individual, corporation, association or otherwise, in which title to a Parcel is vested, as shown by the Official Records of Riverside County, California. If more than one person is Owner of a Parcel, then all such persons shall be jointly and severally liable for all obligations herein of the Owner of a Parcel.

(d) "Parcel" or "Parcels" shall mean Parcels A and B hereinabove described.

2. Establishment of Easement for Ingress and Egress.

(a) Declarant hereby establishes, grants and reserves a nonexclusive easement for vehicular and pedestrian ingress and egress, over, along, under and across that portion of Parcel B as more particularly described and depicted in Exhibit "C" attached hereto and incorporated herein by reference ("Easement Area"), for the use and benefit of and as an easement appurtenant to Parcel A.

(b) The Easement Area shall be and is for ingress, egress, and the installation, construction, maintenance, removal and replacement and use of the driveway.

(c) The Easement Area shall include all rights necessary and proper for the installation, construction, maintenance, repair, replacement and use of the driveway. The cost of repair and maintenance of the driveway shall be borne by the Owner of the Parcels A and B equally.

3. Barriers. No walls, fences, or barriers of any kind shall be constructed or maintained across the Easement Area or any portion thereof, by Owner, tenant or person which shall prevent or impair the use or exercise of any of the easement granted herein, or the free access and movement, including without limitations, of pedestrians and vehicular traffic.

4. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarant that this document shall be strictly limited to and for the purposed hearing expressed. The right of the public or any person to make use whatsoever of the Easement Area, or any portion thereof is solely by permission, and subject to the control of the Owner.

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

6. Effect of Covenant and Agreement. Any person who now or hereafter owns or acquires any right, title or interest in or to any Parcel 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 easement described in Paragraph 2 hereof, whether or not any reference to this Covenant and Agreement is contained in the instrument by which such person acquired an interest in Parcel.

7. Run with Land. Each of the provisions hereof shall operate as covenants running with the land for the benefit of 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.

8. Enforcement. The terms of this Covenant and Agreement may be enforced by the City, its successors or assigns, and by any Owner, lessee or tenant of the Parcels. 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.

9. Termination and Modification. Subject to the prior written approval of the City, by its Planning Director, any provision contained herein, may be terminated, modified or amended as to the Parcels or any portion thereof, upon the written consent of all the Owners of the Parcels. 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.

(Signatures on Following Page)

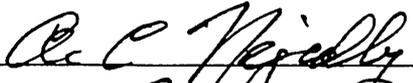
IN WITNESS WHEREOF, Declarant has caused this Covenant and Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE

PALM CLIFF, INC.

APPROVED AS TO CONTENT:

By: 
Debra Einstein Leight
Planning Division

By: 
Printed Name: A.C. WEISELY
Title: PRES.

APPROVED AS TO FORM:


Kristi J. Smith
Supv. Deputy City Attorney

By: _____
Printed Name: _____
Title: _____

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CA: 07-2945
12/31/07

STATE OF CALIFORNIA)
)ss
COUNTY OF RIVERSIDE)

On February 15, 2008, before me, Janet M. Alamo, Notary,
personally appeared A.C. Nejedly who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Janet M. Alamo
Notary Signature



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EXHIBIT "A"

Legal Description – Parcel A

APN 222-250-008

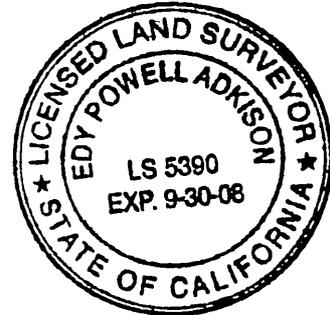
Parcel 2 of Parcel Map 15370, in the City of Riverside on file in Book 117, pages 87 and 88 of Parcel Maps, in the office of the County Recorder of Riverside County.

EXCEPTING THEREFROM any portion of said Parcel 2 lying within Parcel A as shown by Lot Line Adjustment P06-1641 recorded as instrument No. 2007-0760469 on December 21, 2007.

DESCRIPTION APPROVAL:

BY:  2/28/08
DATE

FOR: MARK S. BROWN
CITY SURVEYOR




2-15-08

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EXHIBIT "B"

Legal Description – Parcel B

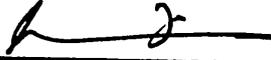
APN 222-250-009

Parcel 3 of Parcel Map 15370, in the City of Riverside on file in Book 117, pages 87 and 88 of Parcel Maps, in the office of the County Recorder of Riverside County, California.

EXCEPTING THEREFROM any portion of said Parcel 3 lying within Parcel A as shown by Lot Line Adjustment P06-1641 recorded as instrument No. 2007-0760469 on December 21, 2007.

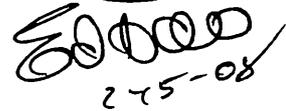
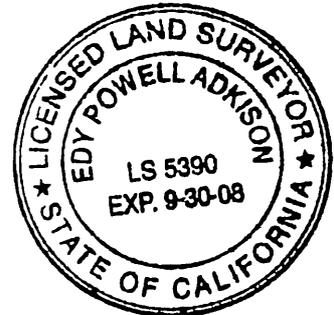
DESCRIPTION APPROVAL:

BY:



2/22/08
DATE

FOR: MARK S. BROWN
CITY SURVEYOR



2-25-08

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EXHIBIT "C"

Easement Area

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EXHIBIT "C"
ACCESS EASEMENT

A portion of Parcel C, as shown by Lot Line Adjustment LL-P06-1641, recorded December 21, 2007 as Instrument No. 2007-0760471, Official Records of Riverside County, State of California more particularly described as follows:

BEGINNING at the most northerly corner of said Parcel C;

Thence South 55°43'35" East, along the northeasterly line of said Parcel C, being coincident with the southwesterly line of Parcel B of said Lot Line Adjustment LL-P06-1641, a distance of 201.21 feet;

Thence South 38°22'56" West, along the southeasterly line of said Parcel C, a distance of 60.15 feet;

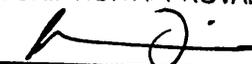
Thence North 55°43'35" West, a distance of 196.89 feet to a point on the northwesterly line of said Parcel C, coincident with the southeasterly line of Parcel A of Lot Line Adjustment LL-P06-1641, recorded December 21, 2007 as Instrument No. 2007-0760469, Official Records of Riverside County, State of California, also being the beginning of a non-tangent curve, concave southeasterly, having a radius of 305.00 feet, a central angle of 00°27'49" and having at said point a radial line which bears North 56°11'24" West;

Thence Northeasterly along the arc of said curve to the right, a distance of 2.47 feet;

Thence North 34°16'25" East, along said coincident line, a distance of 57.53 feet to the **POINT OF BEGINNING**.

Containing 11,943 square feet of land.

DESCRIPTION APPROVAL.

BY: 

2/24/08

DATE

FOR: MARK S. BROWN
CITY SURVEYOR



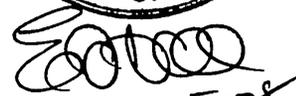
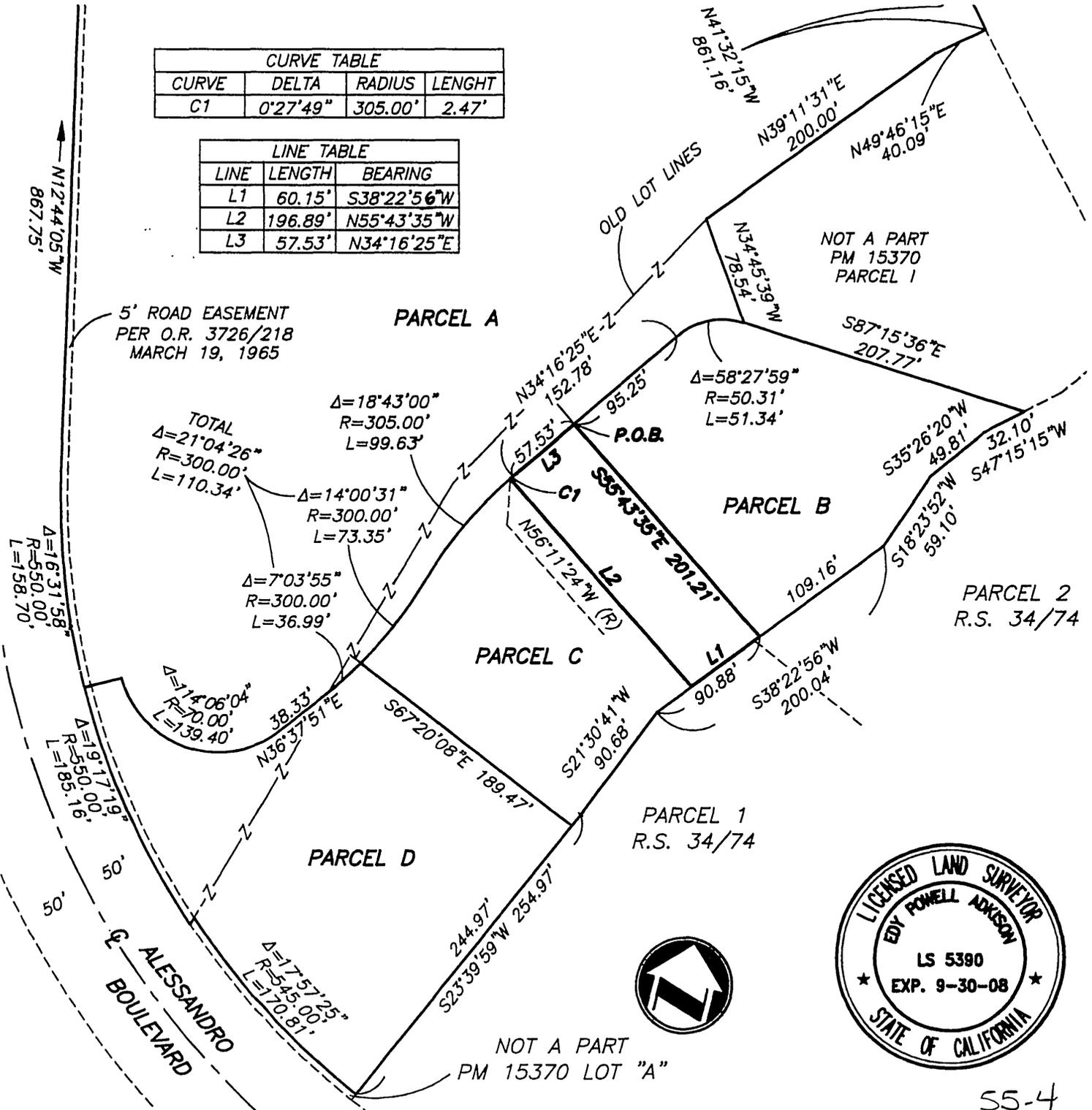

2-15-08

EXHIBIT "C" ACCESS EASEMENT PARCEL C, LOT LINE ADJUSTMENT P06-1641

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGHT
C1	0°27'49"	305.00'	2.47'

LINE TABLE		
LINE	LENGTH	BEARING
L1	60.15'	S38°22'56"W
L2	196.89'	N55°43'35"W
L3	57.53'	N34°16'25"E



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.

PLAT PREPARED BY:

adkan ENGINEERS
Civil Engineering · Surveying · Planning
 6820 Airport Drive, Riverside, CA 92504
 Tel: (951) 688-0241 · Fax: (951) 688-0599

SCALE: 1"=100'

JOB NO. 7181

DATE: 2/14/08

CLIENT: A.C. NEJEDLY

APPROVED BY:

[Signature]
 EDY P. ADKISON L.S. 5390

2-15-08

EXHIBIT "C"
 ACCESS EASEMENT
 PARCEL C

LOT LINE ADJUSTMENT P06-1641

55-4

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