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Recorded in Official Records  
of Riverside County, California

William J. Eganly  
Recorder  
Fees \$ \_\_\_\_\_

WHEN RECORDED, MAIL TO:

DEPT. OF  
PUBLIC WORKS

CITY CLERK  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522

Project: Building Permit for  
2870 Fuchsia Place,  
Riverside, California

224244

COVENANT AND AGREEMENT  
FOR ACCESS EASEMENT

THIS COVENANT AND AGREEMENT is made and entered into this 18TH day of JUNE, 1990, by LUIS ARMENDAREZ, the fee owner of record of the following-described real property located in the City of Riverside, County of Riverside, State of California:

Parcel A (2870 Fuchsia Place)

Lot 1 of Tract 19997 as shown by map on file in Book 211 of Maps, at pages 65 and 66 thereof, Records of Riverside County, California.

Parcel B (2860 Fuchsia Place)

Lot 2 of Tract 19997 as shown by map on file in Book 211 of Maps, at pages 65 and 66 thereof, Records of Riverside County, California.

Said parcels are adjoining lots.

For the purpose of complying with a condition of approval for the issuance of a building permit by the City of Riverside for 2870 Fuchsia Place, Riverside, California, the undersigned hereby covenants and agrees with the City of Riverside that an easement for vehicular and pedestrian ingress and egress is hereby established over the following described portion of Parcel B for the benefit of and as an easement appurtenant to Parcel A or any portion thereof to permit unrestricted access from Parcel A to Fuchsia Place by way of said easement:

That portion of Lot 2 of Tract 19997 as shown by map on file in Book 211 of Maps, at pages 65 and 66 thereof, Records of Riverside County, California, described as follows:

DESCRIPTION APPROVAL C/11/90  
by  
Walter R. Ayres  
SURVEYOR, CITY OF RIVERSIDE

Beginning at the most Northerly corner of said Lot 2;

Thence South 45° 11' 49" West along the Northwesterly line of said Lot 2, a distance of 23.70 feet;

Thence South 47° 54' 35" East, a distance of 22.82 feet to the Northeasterly line of said Lot 2;

Thence Northeasterly along said Northeasterly line on a non-tangent curve concave Easterly, having a radius of 73.00 feet through an angle of 25° 19' 17", an arc length of 32.26 feet (the initial radial line bears South 77° 07' 19" West) to the point of beginning.

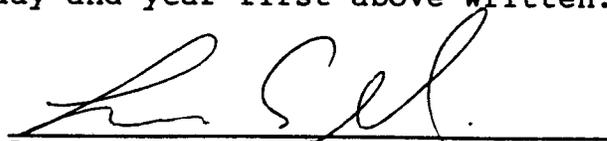
The undersigned further covenants and agrees that in the event the undersigned shall sell or convey Parcel B prior to conveying Parcel A, the undersigned shall reserve for himself, his heirs, successors, and assigns for the use and benefit of and as an easement appurtenant to Parcel A the right to use the private right-of-way described above which is located upon the parcel so conveyed; and that in the event the undersigned shall sell or convey Parcel A prior to conveying Parcel B, the undersigned shall also grant to the grantees of Parcel A for the use and benefit of and as an easement appurtenant to Parcel A, the private right-of-way described above which is located upon the parcel retained in ownership.

The undersigned further declares that any person who now or hereafter owns or acquires any right, title or interest in or to either Parcel A or Parcel B shall be deemed to have been granted or be subject to the easement described hereinabove, whichever is appropriate, whether or not any reference to this Covenant and Agreement or the easement herein established is contained in the instrument by which such person acquired an interest to either parcel.

This Covenant and Agreement is made and entered into for the purpose of complying with a condition imposed by the City of Riverside for the issuance of a building permit for Parcel A and may be enforced by the City, and the easement hereinabove established shall not be extinguished or altered without the prior written consent of the City Council of the City of Riverside duly recorded.

The covenants and agreements set forth herein shall run with the land and shall inure to the benefit of and bind the successive owners of Parcels A and B respectively.

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

  
 \_\_\_\_\_  
 LUIS ARMENDAREZ

BP/2489A/jm  
 6/11/90

STATE OF CALIFORNIA )  
 )  
COUNTY OF Riverside ) ss.

On this 18<sup>th</sup> day of June, 1990, before me,  
the undersigned Notary  
Public, personally appeared Luis Armentarez

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is subscribed to the  
within instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

Kathleen Burke

Notary's Signature



APPROVED AS TO FORM  
[Signature]  
NOTARY PUBLIC

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