

WHEN RECORDED MAIL TO:

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



Project: DO-079-978
3680 Monroe Street

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**COVENANT AND AGREEMENT ESTABLISHING EASEMENTS
FOR MUTUAL ACCESS, INGRESS, AND EGRESS**



THIS COVENANT AND AGREEMENT is made and entered into this 27th day of SEPTEMBER, 2001, by and between MONROE PROPERTIES NO. 1, a California Limited Partnership, ("FIRST PARTY") and MONROE PROPERTIES NO. 2, a California Limited Partnership ("SECOND PARTY") with reference to the following facts:

A. FIRST PARTY is the fee owner of the following described real property located at 3620 Monroe Street in the City of Riverside, California, State of California.

A full and complete legal description is attached hereto as Exhibit A.

(hereinafter referred to as "Lots 1 through 4" as shown on the map attached hereto as Exhibit B)

B. SECOND PARTY is the fee owner of the following described real property located at 3680 Monroe in the City of Riverside, California, State of California:

Parcel 2 of Parcel Map 21327, as shown by map on file in Book 143, Pages 32 and 33 of of Parcel Maps, in the office of the County Recorder of Riverside County.

(hereinafter referred to as Parcel 2 as shown on the map attached hereto as Exhibit B)

C. Lots 1 through 4 and Parcel 2 are hereinafter collectively referred to as the "Property." An application has been filed with the City of Riverside as Case No. DR-079-978 to develop Parcel 2, which consists of approximately 2.04 acres proposed to be developed with six apartment buildings, seven garage buildings, together with private and common open space, on-site parking and driveways. Although Parcel 2 is a separate parcel, and the project is being developed independently, it is complementary to an existing apartment complex to the northwest (Lots 1 through 4), and is connected by an interior driveway.

D. As a condition of approval of Case No. DR-079-978, the Parties are required to record a covenant and agreement establishing easements for mutual access, ingress, and egress by means

DESCRIPTION APPROVAL 9/26/2001 BY [Signature]
for SURVEYOR, CITY OF RIVERSIDE

of an interior driveway.

E. The parties are willing to record a covenant and agreement establishing easements for mutual access, ingress, and egress.

NOW, THEREFORE, incorporating the above recitals, the parties hereto mutually agree as follows:

1. Grant of Easements by First Party. FIRST PARTY hereby grants to SECOND PARTY and the heirs, successors and assigns of SECOND PARTY, the following easement rights:

a. A permanent, nonexclusive easement for mutual access, ingress, and egress on, over, and across the permanent easement of the Metropolitan Water District of Southern California recorded January 26, 1938 in Book 363, Page 250; February 17, 1936 in Book 268, Page 306; and February 17, 1936 in Book 267, Page 346; January 15, 1936 in Book 264, Page 251; February 3, 1936 in Book 265, page 374; and February 17, 1936 in Book 267, Page 346, respectively of Official Records of Riverside County, California, as depicted in Exhibit A, for the use and benefit of and as an easement appurtenant to Lots 1 through 4 of Tract Map No. 18880 recorded in Book 166, Pages 1 and 2 of Maps, Records of Riverside County, California;

2. Grant of Easement by Second Party. SECOND PARTY hereby grants to FIRST PARTY and the heirs, successors and assigns of FIRST PARTY, the following easement rights:

a. A permanent, nonexclusive easement for mutual access, ingress, and egress on, over, and across the permanent easement of the Metropolitan Water District of Southern California recorded January 26, 1938 in Book 363, Page 250; February 17, 1936 in Book 268, Page 306; and February 17, 1936 in Book 267, Page 346; January 15, 1936 in Book 264, Page 251; February 3, 1936 in Book 265, page 374; and February 17, 1936 in Book 267, Page 346, respectively of Official Records of Riverside County, California, as depicted in Exhibit A, for the use and benefit of and as an easement appurtenant to Parcel 2 of Parcel Map No. 2137 recorded in Book 143, Pages 32 and 33 of Parcel Maps, Records of Riverside County, California

3. Prohibition of Interference. No walls, fences, barriers of any kind shall be constructed or maintained on the easement area, or any portion thereof, by the Parties or any other successor-in-interest, tenant or person which shall prevent or impair the use or exercise of any of the easements established herein, or the free access and movement, including without limitation, of pedestrians and vehicular traffic between the above-described parcels.

4. Reservation of Easements Upon Transfer. In the event the Parties, or any one of them, shall sell, convey, lease, or otherwise transfer any interest in any of the portions of the Property, as such portion is conveyed, the conveying Party shall reserve any portion of the above-described easements location on the portion to be conveyed and/or shall grant any applicable interests in the above-described easements located upon the Property retained in ownership.



5. No Gift or Dedication Effected. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the easement to the general public or for the general public or for any public purposes whatsoever, it being the intention of Parties that this document shall be strictly limited to and for the purposes herein expressed.

6. No 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 or may become vested in one party or entity.

7. Successors. This Covenant and Agreement shall run with the land and shall be binding upon and inure to the benefit of FIRST PARTY and SECOND PARTY, their heirs, successors and assigns with respect to the subject parcels, without any rights herein being deemed personal to any of them. 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 herein, whether or not any reference to this Covenant and Agreement is contained in the instrument by which such person acquired an interest in Property.

8. Enforcement. The terms of this Covenant and Agreement may be enforced by the City of Riverside, its successors or assigns, and by any successors in interest, lessee or tenant of any portion of the Property. The prevailing party in action to enforce any of the terms of this Covenant and Agreement shall be entitled to costs of suit including reasonable attorneys' fees.

9. Modification or Termination. 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 Planning Director of the City of Riverside.

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IN WITNESS WHEREOF, the parties hereto have executed this Covenant and Agreement on the date first written above.

FIRST PARTY:

MONROE PROPERTIES NO. 1,
a California Limited Partnership

By: H. Dale Cook

Name: H. DALE COOK

Title: GENERAL PARTNER

SECOND PARTY:

MONROE PROPERTIES NO. 2,
a California Limited Partnership

By: H. Dale Cook

Name: H. DALE COOK

Title: GENERAL PARTNER

APPROVED AS TO CONTENT:

[Signature]
Planning Department

APPROVED AS TO CONTENT:

Dieter P. Witzfeld
Public Utilities Department *fu*

APPROVED AS TO CONTENT:

[Signature]
Public Works Department

APPROVED AS TO FORM:

[Signature]
Deputy City Attorney

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CIA 731

STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On 9/26/01, 2001, before me, ZINA M. ANDERSON, the undersigned, a notary public in and for said State, personally appeared H. DALE COOK 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 he/she executed the same in his/her authorized capacity, and that by his/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.

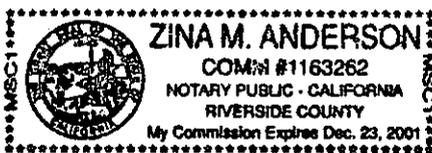


Zina M Anderson
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On 9/26/01, 2001, before me, ZINA M. ANDERSON, the undersigned, a notary public in and for said State, personally appeared H. DALE COOK 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 he/she executed the same in his/her authorized capacity, and that by his/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.



Zina M Anderson
Notary Public

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EXHIBIT "A"

The land referred to herein is situated in the State of California, County of Riverside, City of Riverside and is described as follows:

Lots 1 through 4, inclusive, of Tract Map No. 18880, as shown by map on file in Book 166 Pages 1 and 2 of Maps, Records of Riverside County, California.

DESCRIPTION APPROVAL 9, 26, 2001
for K. Strait
SURVEYOR, CITY OF RIVERSIDE by



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