

Recording Requested By

DOC # 2002-333137

06/18/2002 08:00A Fee:37.00

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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, California 92522



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**COVENANT AND AGREEMENT AND  
DECLARATION OF RESTRICTIONS  
FOR AN ACCESS EASEMENT AND  
WAIVER OF ACCESS TO ARLINGTON AVENUE**

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS FOR AN ACCESS EASEMENT AND WAIVER OF ACCESS TO ARLINGTON AVENUE ("Covenant") is made as of this 15 day of May, 2002, by PAMELA PATRICIA GROTENHUIS, TRUSTEE OF THE PAMELA P. GROTENHUIS TRUST DATED NOVEMBER 14, 1984 ("Declarant") with reference to the following facts:

A. Declarant is the fee owner of three parcels of real property in the City and County of Riverside, State of California, ("Parcel A", "Parcel B", and "Parcel C", respectively) currently identified by Assessor's Parcel Numbers 150-050-001, 150-050-002, and 150-050-003, and more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference.

B. Declarant has requested that the City of Riverside ("City") approve a lot line adjustment to reconfigure the lot lines to create more uniform and developable residential parcels.

C. Parcel A, Parcel B, and Parcel C are being created as part of that lot line adjustment.

D. As a condition for approval of the lot line adjustment, the City requires that Parcel A and Parcel C have access over and through Parcel B to and from Arlington Avenue.

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E. As a further condition for approval of the lot line adjustment, the City requires that Parcel A and Parcel C waive any additional access to Arlington Avenue, except that access to and from Arlington Avenue over and through Parcel B.

F. Declarant is willing to record a Covenant and Agreement establishing an easement for such access purposes and waiving any additional access to Arlington Avenue.

NOW THEREFORE, for the purposes of complying with the conditions imposed by the City for the approval of the lot line adjustment and in consideration of these promises, and in order to accomplish the intent of Declarant expressed herein, Declarant hereby declares, covenants and agrees as follows:

### ARTICLE I. DEFINITIONS

1.01. **“Covenant”**. The term “Covenant” means this Covenant and Agreement and Declaration of Restrictions for an Access Easement and Waiver of Access to Arlington Avenue, as it may be amended from time to time.

1.02. **“Easement” or “Easements”**. The term “Easement” or “Easements” means the easement being granted herein for Parcel A and Parcel C to have access over and through Parcel B to and from Arlington Avenue, as more particularly described in Article III of this Covenant.

1.03. **“Easement Area”**. The term Easement Area shall be defined as that portion of the Property contained with the Easement more particularly described in Article III of this Covenant.

1.04. **“Occupant”**. The term “Occupant” means the Owner or any Person entitled at any time to the use or occupancy of any portion of a Parcel or Parcels under this Covenant or under any lease, license, concession agreement, or other instrument or arrangement.

1.05. **“Owner”**. The term “Owner” or “Owners” means Declarant or Declarant’s successors in interest to Parcel A, Parcel B, or Parcel C.

1.06. **“Parcel” or “Parcels”**. The term “Parcel” or “Parcels” means Parcel A, Parcel B and/or Parcel C, individually or collectively as the context may require.

1.07. **“Person”**. The term “Person” means an individual or a partnership, firm, association, corporation, trust or any other form of legal or business entity.

1.08. **“Property”**. The term “Property” means Parcel A, Parcel B, and Parcel C collectively.



1.09. **“Security Improvement.”** Any fence, gate or other improvement limiting public access to the Easement Area.

## ARTICLE II. DECLARATION

2.01. **Declaration.** Declarant hereby declares that each Parcel is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the covenants, conditions, restrictions, reservations, easements, rights, servitudes, liens and charges set forth in this Covenant, all of which are declared and agreed to be for the purpose of protecting the value of the Parcels. The provisions set forth in this Covenant are imposed upon the Owners for the benefit of the Parcels and all Owners thereof. The provisions set forth in this Covenant shall be a burden upon and a benefit to the respective Parcels, the Owners thereof and their respective successors and assigns. All covenants set forth in this Covenant are intended as and are declared to be covenants running with the land as well as equitable servitudes upon the land.

## ARTICLE III. EASEMENT

3.01. **Grant of Easement.** Declarant reserves and grants to Parcel A and Parcel C an easement for ingress and egress over that area of Parcel B more particularly described in Exhibit “B”, which is attached hereto and incorporated herein by reference.

3.02. **Nature of Easements.** For purposes of the Easement granted in Paragraph 3.01 of this Covenant, the Parcel benefitted by said Easement constitutes the dominant estate, and the Parcel burdened by said Easement constitutes the servient estate. The easement created in Paragraph 3.01 of this Covenant is appurtenant to and for the benefit of the Parcel with the dominant estate. No easement may be transferred, assigned, or encumbered except as an appurtenance to the benefitted Parcel.

3.03. **Temporary Easement.** Declarant further reserves a temporary Easement over all Parcels as may be reasonably required to facilitate construction of the driveway on the Easement. Said Temporary Easement shall expire when Declarant shall have completed construction of the driveway on Parcel B.

3.04. **Easement Dimensions.** The Easement shall at all times be sufficient to meet the requirements of the City of Riverside in existence at the time of the recording of this Covenant.

3.05. **No Public Dedication.** This Covenant may not be construed as providing a public dedication for either the Easement Area or any of the Property.



ARTICLE IV. COVENANTS AND WAIVER

4.01. **Free Access.** Except for the Security Improvements set forth in 4.04 below, each Owner covenants that all of the Owners shall be unimpeded in their free access to the Easement on the burdened Parcel, and that there shall be no fence, division, partition, rail or obstruction of any type or kind placed, kept, permitted or maintained by any Owner in such a manner as to interfere with the use of the Easement by any other Owner; except as may be required minimally and temporarily at any time from time to time in connection with the maintenance and repair of the Easement Area.

4.02. **Repair and Maintenance.** The Owner of each Parcel is obligated to repair and maintain at its sole cost and expense its own respective Parcel.

4.03. **Apportionment of Cost of Repairs or Restoration.** Except in the case of repairs or restoration necessitated by the negligence or other misconduct of one of the Owners, each Owner shall pay one third of the reasonable cost of the repairs or restoration. Any Owner who pays its one third share or any greater proportion of the cost of repair or restoration may maintain an action for specific performance or contribution against the Owner or Owners who have failed to pay at least one third of the cost of repair or restoration in accord with Section 845 of the California Civil Code. In the event that repairs or restoration of the Easement Area are necessitated by the negligence or other misconduct of any Person, including an Owner, any Owner may bring an action for recovery of the costs of repair or restoration against the Person whose negligence or other misconduct necessitated the repairs or restoration.

4.04. **Security Improvements.** Subject to the prior approval of the Planning Director of the City, and in compliance with all applicable provisions of the Riverside Municipal Code, and with the express prior written consent of all other Owners, the Owner of Parcel B may construct Security Improvements, provided such construction does not violate any applicable law, regulation or ordinance issued by any governmental entity with jurisdiction over the Easement Area. Each Owner shall have an equal right of access through such Security Improvements including but not limited to keys, alarm codes and pass cards. Each Owner may assign such access rights to any Person if such Owner determines in its sole discretion that such Person has need to use the Easement Area to access the Owner's Parcel. Any Owner may rescind or modify its consent to Security Improvements by written notice to all other Owners. Such notice will take effect 90 days after it is given, and it shall be given by being mailed by certified mail, return receipt requested to the address of the other Owners shown in the records of the Riverside County Treasurer Tax Collector, and any other address known to the Owner giving notice. Such Owner shall then be responsible for costs and expenses incurred in connection with the removal or modification of the Security Improvements, and no other Owner shall have any obligation to remove or modify the Security Improvement.

4.05. **Waiver.** Each Owner hereby covenants and agrees and forever waives and relinquishes all rights of ingress and egress to and from Arlington Avenue, a public street, in the City



of Riverside, County of Riverside, State of California, to and from the Parcels, except for that ingress and egress to and from the Easement Area. This waiver and relinquishment shall be binding upon each Owner, their heirs, successors and assigns, all of whom shall not permit ingress or egress to or from said street to or from the Parcels, except as described above.

#### ARTICLE V. TERMINATION

5.01. **Easements.** The Easements created in Article III of this Covenant shall be terminated only upon the written consent of all of the Owners and the Planning Director of the City, or the Person succeeding to the duties of the Planning Director.

5.02. **Covenants.** The covenants, conditions and restrictions contained in this Covenant may be amended from time to time only upon written consent of all of the then Owners of the Parcels affected by such amendment, along with the Planning Director of the City, or the Person succeeding to the duties of the Planning Director.

#### ARTICLE VI. MISCELLANEOUS

6.01. **Enforcement.** The terms of this Covenant may be enforced by the parties hereto, their successors or assigns, and by any successor in interest, lessee or tenant of any portion of the Property. Further, the terms of this Covenant may be enforced by the City, its successors or assigns. The prevailing party in an action to enforce any of the terms of this Covenant shall be entitled to costs of suit including reasonable attorneys' fees, expert witness fees, and reasonable costs of suit.

6.02. **Modification.** No modification, waiver, amendment, discharge, termination or change of this Covenant shall be valid unless same is in writing, signed by the Planning Director of the City of Riverside and signed by all the Owners and recorded in the Official Records of Riverside County, California.

6.03. **Exhibits.** All Exhibits referenced in this Covenant and attached hereto are incorporated by reference into this Covenant.

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

[Signatures on next page]



IN WITNESS WHEREOF, the undersigned has executed this Covenant on the date set forth above.

DECLARANT

By: Pamela Patricia Grotenhuis Trustee  
Pamela Patricia Grotenhuis, Trustee,  
of the Pamela P. Grotenhuis Trust  
dated November 14, 1984

APPROVED AS TO FORM:

By: [Signature]  
Deputy City Attorney

APPROVED AS TO CONTENT:

By: Jal A S.C.  
Planning Department

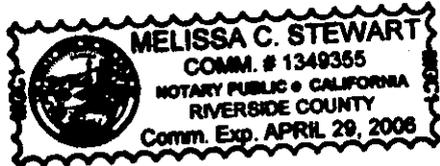
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STATE OF CALIFORNIA )  
COUNTY OF Riverside ) S.S.

On 5-15-02 before me, Melissa C. Stewart, personally  
appeared Parula Patricia Grotenhuis, Trustee 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.  
Signature Melissa C. Stewart



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EXHIBIT "A"

**PARCEL A:**

That portion of Lot 3 in Block 3 of Chadbourne Heights, as shown by Map on file in Book 12, Pages 11, 12, and 13 of Maps, Records of Riverside County California, described as follows:

The Northeasterly 90 feet of the Northwesterly 210 feet of said land;

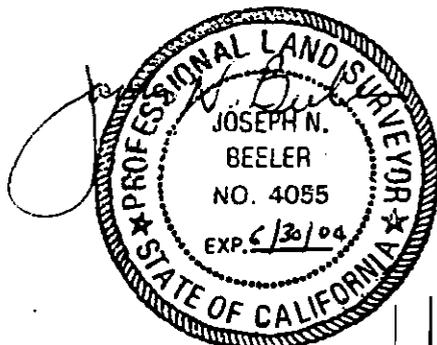
Excepting therefrom the Northwesterly 25 feet of said land, as conveyed to the City of Riverside for road purposes.

**PARCEL A1:**

A non-exclusive easement for driveway purposes over that portion of Lot 3 in Block 3 of Chadbourne Heights, as shown by Map on file in Book 12, Pages 11, 12, and 13 of Maps, Records of Riverside County California, described as follows:

Beginning at a point on the Northwesterly line of said lot, 90 feet Southwesterly from the North corner of said lot; thence Southeasterly, parallel with the Northeasterly line of said lot, 210 feet; thence Southwesterly, parallel with the Northwesterly line of said lot, 20 feet; thence Northwesterly, parallel with the Southwesterly line of said lot, 210 feet to a point on the Northwesterly line of said lot, said point being 110 feet Southwesterly from the North corner of said lot; thence Northeasterly along said Northwesterly line of said lot, 20 feet to the point of beginning;

Excepting therefrom the Northwesterly 25 feet of said land, as conveyed to the City of Riverside for road purposes.



DESCRIPTION APPROVAL 371602  
  
SURVEYOR, CITY OF RIVERSIDE



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**PARCEL B:**

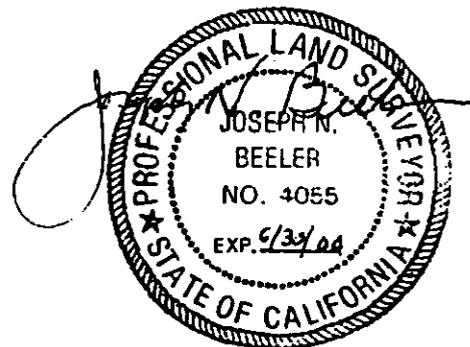
That portion of Lot 3 in Block 3 of Chadbourne Heights, as shown by Map on file in Book 12, Pages 11, 12, and 13 of Maps, Records of Riverside County California, described as follows:

Beginning at a point on the Northwestern line of said lot, 90 feet Southwesterly from the north corner of said lot; thence Southeasterly, parallel with the Northeasterly line of said lot, 210 feet; thence Northeasterly, parallel with the Northwestern line of said lot, a distance of 90 feet to a point on the Northeasterly line of said lot; thence Southeasterly along the Northeasterly line of said lot, a distance of 90 feet to the East corner of said lot; thence Southwesterly along the Southeasterly line of said lot, a distance of 200 feet to the South corner of said lot; thence Northwesterly along the Southwesterly line of said lot, a distance of 90 feet to a point 210 feet from the northwest corner of said lot 3; thence Northeasterly, parallel with the Northwestern line of said lot, a distance of 90 feet; thence Northwesterly, parallel with the Northeasterly line of said lot, a distance of 210 feet to a point on the Northwestern line of said lot; thence Northeasterly along said Northwestern line of said lot, a distance of 20 feet to the Point of Beginning.

Excepting therefrom the Northwesternly 25 feet of said land, as conveyed to the City of Riverside for road purposes.

DESCRIPTION APPROVAL:

*[Signature]*  
3/26/02  
SUPERVISOR, CITY OF RIVERSIDE



**PARCEL C:**

That portion of Lot 3 in Block 3 of Chadbourne Heights, as shown by Map on file in Book 12, Pages 11, 12, and 13 of Maps, Records of Riverside County California, described as follows:

The Southwesterly 90 feet of the Northwesterly 210 feet of said land;

Excepting therefrom the Northwesterly 25 feet of said land, as conveyed to the City of Riverside for Road purposes.

**PARCEL C1:**

A non-exclusive easement for driveway purposes over that portion of Lot 3 in Block 3 of Chadbourne Heights, as shown by Map on file in Book 12, Pages 11, 12, and 13 of Maps, Records of Riverside County California, described as follows:

Beginning at a point on the Northwesterly line of said lot, 90 feet Southwesterly from the North corner of said lot; thence Southeasterly, parallel with the Northeasterly line of said lot, 210 feet; thence Southwesterly, parallel with the Northwesterly line of said lot, 20 feet; thence Northwesterly, parallel with the Southwesterly line of said lot, 210 feet to a point on the Northwesterly line of said lot, said point being 110 feet Southwesterly from the North corner of said lot; thence Northeasterly along said Northwesterly line of said lot, 20 feet to the point of beginning;

Excepting therefrom the Northwesterly 25 feet of said land, as conveyed to the City of Riverside for road purposes.



DESCRIPTION APPROVAL:

3,2602

*[Signature]*  
SURVEYOR, CITY OF RIVERSIDE

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EXHIBIT "B"

A non-exclusive easement for ingress, egress and driveway purposes over that portion of Lot 3 in Block 3 of Chadbourne Heights, as shown by Map on file in Book 12, Pages 11, 12, and 13 of Maps, Records of Riverside County, California, described as follows:

Beginning at a point on the Northwesterly line of said lot, 90 feet Southwesterly from the North corner of said lot; thence Southeasterly, parallel with the Northeasterly line of said lot, 210 feet; thence Southwesterly, parallel with the Northwesterly line of said lot, 20 feet; thence Northwesterly, parallel with the Southwesterly line of said lot, 210 feet to a point on the Northwesterly line of said lot, said point being 110 feet southwesterly from the North corner of said lot; thence Northeasterly along said Northwesterly line of said lot, 20 feet to the point of beginning;

Excepting therefrom the Northwesterly 25 feet of said land, as conveyed to the City of Riverside for road purposes.



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