

When recorded mail to:

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



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Project: Parcel Map No. 30794  
A.P.N. 218-070-041

### COVENANT AND AGREEMENT ESTABLISHING EASEMENTS FOR MUTUAL ACCESS, PARKING, AND UTILITIES

THIS COVENANT AND AGREEMENT is made and entered into this 17 day of JUNE, 2003, by K & C VENTURES, INC., a Nevada corporation, hereinafter referred to as "Declarant", with reference to the following facts:

A. Declarant is the fee owner of the real property hereinafter referred to as Parcels 2 and 3 of Parcel Map No. 30794, located in the City of Riverside, County of Riverside, State of California, described as follows:

Parcels 2 and 3 of Parcel Map No. 30794, as shown by map on file in Book 204 of Parcel Maps, as Pages 92 through 93 thereof, Records of Riverside County, California.

Parcels 2 and 3 are hereinafter referred to as the "Property."

B. The property consists of approximately 0.57 of an acres located on the southeasterly side of Grand Avenue, northeasterly of Carlingford Avenue, in the Residential "R-1-65" Zone. Declarant by Parcel Map No. 30794, intends to create three separate parcels for residential purposes. Parcels 2 and 3 will not have direct frontage onto a public street.

C. As a condition to the approval by the City of Riverside, a municipal corporation of the State of California, ("City") of Parcel Map No. 30794, the Declarant is required submit documentation prior to recordation of the map

for approval by the Planning and Legal Department of City to assure mutual access for ingress and egress, parking and utilities over the easement portions of the Property and to provide for maintenance of private street facilities.

- D. Declarant intends by this document to comply with the conditions imposed by the City for the approval of the map for Parcel Map No. 30794 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 for the future owners of the Parcels of the Property, and for the same purpose to reserve and grant easements over portions of the Property.

**NOW, THEREFORE,** Declarant hereby declares 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 for the approval of Parcel Map No. 30794 or any portion thereof. All of the covenants, conditions, limitations, restrictions and easements shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any right, title, or interest in the Property, 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 of a Parcel of the Property shall be and hereby is deemed to incorporate by reference all of the provisions of this Covenant and Agreement, including, but not limited to, all of the covenants, conditions, restrictions, limitations, grants of easement, rights, rights-of-way and equitable servitudes contained herein.

1. **Establishment of Access, Parking, Utility and Maintenance Easements.**

Declarant hereby establishes, grants and reserves nonexclusive easements for vehicular and pedestrian ingress, egress, parking, sanitary sewers, private and public utilities, and the installation, inspection, maintenance, repair and replacement of a private street on, over and across those portions of each Parcel of the Property described in Exhibit "A" attached hereto and incorporated herein by this reference, for the use and benefit of and as easements appurtenant to the Property:

The nonexclusive easements herein established or granted shall be and are for pedestrian and vehicular ingress and egress, vehicular parking, the installation, construction, inspection, maintenance, repair, replacement and use of a private street ("private street"), sanitary sewers, and public and private utilities for the use and benefit of the Property.



2. **Maintenance Costs.**

The cost of the construction, reasonable repair, and maintenance of the private street, the sanitary sewer main, and the water main shall be borne equally by the owners of each Parcel of the Property; provided, however, the cost of repair due to the installation, construction, repair or maintenance of utilities including water and sanitary sewer laterals, to serve only a Parcel of the Property shall be borne exclusively by the owner of such Parcel. Any owners of a Parcel upon ten (10) days written notice to the other owner of the Property may perform or cause to be performed any necessary repairs to the private street.

3. **Barriers.**

No owner, lessee, tenant or occupant of the Property shall install, construct, maintain or permit any wall, fence, barrier or obstacle to be placed on the private street.

4. **Not a Public Dedication.**

Nothing herein contained shall be deemed to be a gift or dedication of any portion of the private street 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 purpose herein expressed. The right of the public or any person to make use whatsoever of the private street, or any portion thereof (other than any use expressly allowed by recorded map, written agreement, deed or dedication) is solely by permission, and subject to the control of the owner(s) of the Property. Notwithstanding any other provision herein to the contrary, Declarant may periodically restrict ingress and egress from the private street in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress or egress shall be limited to the minimum period necessary to prevent the creation of a prescriptive easement and shall occur at such time as to have minimum effect on the owners, occupants and invitees of the Parcels of the Property.

5. **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.

6. **Effect of Covenant and Agreement.**

Any person who now or hereafter aims 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 the Property.

7. **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 Parcels of the Property, and privities 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 of the Property thereof, their successors and assigns in interest, and shall apply to and bind each successive owner of each Parcel of the Property, 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 of the Property. Should the City or any owner, lessee or tenant of the Property 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 attorney's fees. The failure of the Declarant, any lessee, tenant, or occupant, or the City to enforce any provision of this Covenant and Agreement shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other provision thereof.

9. **Termination and Modification.**

Subject to the prior written approval of the City and Declarant, 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 of 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, which City consent may be executed by the Planning Director of the City of Riverside California.



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

K & C VENTURES, INC., a Nevada corporation

By Gerald A. Corsi  
GERALD A. CORSI

Title President

By Gerald A. Corsi  
GERALD A. CORSI

Title Secretary

APPROVED AS TO FORM:

Walt J. Smith  
Deputy City Attorney

APPROVED AS TO CONTENT:

James Neal  
Planning Department



STATE OF CALIFORNIA )

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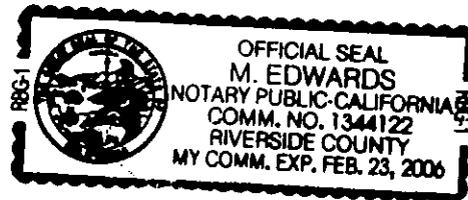
COUNTY OF RIVERSIDE )

On June 17, 2003, before me, M. Edwards, the undersigned, a notary public in and for said State, personally appeared Gerald A. Corsi ~~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.

M. Edwards

Notary Signature



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Exhibit "A"

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

Those portions of Parcel Map No. 30794, as shown by map on file in Book 204 of Parcel Maps, as Pages 92 through 93 thereof, Records of Riverside County, California, described as follows:

**PARCEL A**

The southeasterly 18.00 feet of Parcel 2 of said Parcel Map No. 30794.

**PARCEL B**

The northwesterly 18.00 feet of Parcel 3 of said Parcel Map No. 30794.

DESCRIPTION APPROVAL 2/23/03  
Walter R. Stone  
SURVEYOR, CITY OF RIVERSIDE

*for*

