



WHEN RECORDED MAIL TO:

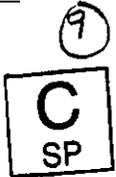
CITY CLERK
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

Project: LLA-030-023
8088 Gopher Gulch
Riverside, California

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FOR RECORDER'S OFFICE USE ONLY

COVENANT, CONDITIONS, RESTRICTIONS
AND HOLD HARMLESS AGREEMENT



THIS COVENANT, CONDITIONS, RESTRICTIONS AND HOLD HARMLESS AGREEMENT is made and entered into this 25th day of June, 2003, by NANCY KENNY, a single woman, ("Declarant") with reference to the following facts:

A. Declarant is fee owner of that certain parcel of real property (the "Property"), located at 8088 Gopher Gulch Road, in the City of Riverside, County of Riverside, State of California, described as follows:

The Southwest Quarter of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of Section 14, Township 3 South, Range 5 West, San Bernardino Base and Meridan;

Excepting therefrom, the Northerly 156.75 feet.

B. Declarant has submitted an application to the City of Riverside ("City") for a building permit for the construction of a single-family residence.

C. In connection with the issuance of the building permit, the City has discovered that Declarant may not have legal access to the Property.

D. As a condition of the issuance of the building permit, Declarant is required to execute and record a covenant and hold harmless agreement that puts future owners on notice of the potential lack of legal access and requires Declarant and future owners to hold the City harmless from any and all claims and/or causes of action that may arise out of the issuance of the building permit and Declarant's potential lack of legal access.

NOW, THEREFORE, Declarant, on behalf of herself, her heirs, successors and assigns, hereby declares that the Property is and hereafter shall be held, conveyed, transferred, mortgaged,

DESIGNATED APPROVAL
6-23-03
[Signature]
ASSISTANT, CITY OF RIVERSIDE

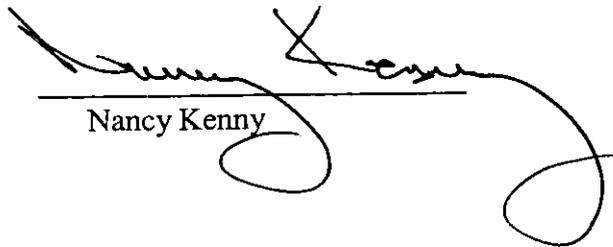
encumbered, leased, rented, used, occupied, sold and improved subject to the following declarations, limitations, covenants, conditions, restrictions, and agreements all of which are imposed as equitable servitudes against the Property, for the purpose of complying with a condition imposed by the City for issuance of a building permit on the Property. Declarant, on behalf of herself, her heirs, successors and assigns, hereby covenants and agrees with the City of Riverside that the Property is, and shall hereafter be held subject to the following covenants, conditions, restrictions, and agreements:

1. Declarant is proceeding with the development of the Property at her own risk.
2. That the issuance of a building permit, or any other permit issued in connection with the development of the Property, in no way guarantees or represents that there is legal access to the Property.
3. Declarant, on behalf of herself, her heirs, successors and assigns, acknowledges and agrees that she will not seek any reimbursement from the City for any costs incurred in connection with the issuance of a building permit, or any other permit issued in connection with the development of the Property should anyone challenge the issuance of any such permit.
4. Declarant, on behalf of herself, her heirs, successors and assigns, hereby releases and holds harmless the City, its officer and employees, from any and all claims, demands, suits or causes of action that may arise as a result of the City's issuance of a building permit and/or the Property's potential lack of legal access.
5. Any person, whether an individual, corporation, association, partnership or other entity, who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property shall be deemed to have consented and agreed to the covenants, restrictions and hold harmless agreement as set forth hereinabove.
6. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by City, and its successors and assigns. Should City bring an action to enforce any of the terms of this Covenant and Agreement and Declaration of Restrictions, the prevailing party shall be entitled to court costs, including reasonable attorney's fees.
7. The terms of this Covenant, Conditions, Restrictions and Hold Harmless Agreement and shall run with the land for the benefit of the Property and each and all of its terms shall be binding upon Declarant, its heirs, successors and assigns.
8. This Covenant, Conditions, Restrictions and Hold Harmless Agreement shall not be extinguished, terminated, modified, amended or altered in any way and shall continue in effect until such time as it is released with the prior written consent of the Public Works Director of the City of Riverside, by a writing duly recorded.



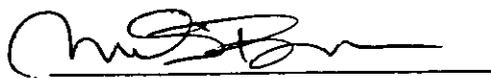
IN WITNESS WHEREOF Declarant have caused this Covenant and Agreement and Declaration of Restrictions to be executed the day and year first above written.

DECLARANT:



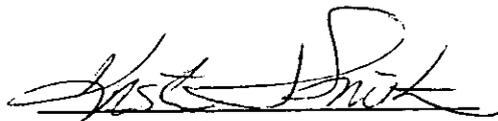
Nancy Kenny

APPROVED AS TO CONTENT:



Public Works Department

APPROVED AS TO FORM:



Deputy City Attorney

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CA 03-1447
06/17/03

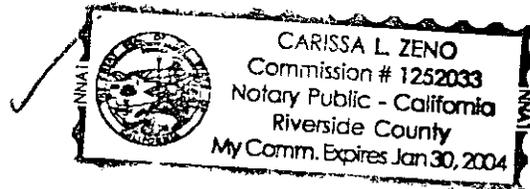


STATE OF CALIFORNIA)
)ss
COUNTY OF RIVERSIDE)

On June 25, 2003, before me, Carissa L. Zeno, the undersigned, a notary public in and for said State, personally appeared nancy Kenny 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.

Carissa L. Zeno
Notary Signature



2003-624999
08/15/2003 08 00A
5 of 6



242200005

To Highridge St.
GOPHER GULCH ROAD

O.D. OFFER DED
D11747 D9740

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POR SW1/4 SW1/4 SE1/4 SECTION 14
 T. 3 S., R. 5 W., S.B.M.

31

245110014

245110020

245110020

RIVERSIDE CITY LIMITS



84-6



IW Consulting Engineers, Inc.

- Civil Engineering
- Surveying
- Land Planning

3741 Merced Drive, Ste E2
Riverside, CA 92503

Tel: 909.687.2929
Fax: 909.687.2999

PROJECT: LOT LINE ADJUSTMENT SCALE: N.T.S.

J.N. 112.001

KENNY

DRAWN BY: AW

OCT. 25, 2002

THIS PLAT IS SOLELY AN AID IN LOCATING THE
PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT.
IT IS NOT PART OF THE WRITTEN DESCRIPTION.

CIA 851



GARY L. ORSO
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(909) 486-7000

<http://riverside.asclrec.com>

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Carissa L. Zeno

Commission #: 1252033

Place of Execution: Riverside County

Date Commission Expires: January 30, 2004

Date: 8/15/03

Signature: *Julia Gallardo*

Print Name: Julia Gallardo

