

143117

RECORDING REQUESTED BY:

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
OF RIVERSIDE
WHEN RECORDED MAIL TO:

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

Project: Tract Map 23765

RECEIVED FOR RECORD
AT 2:00 O'CLOCK P.M.

APR 9 1990

Recorded in Official Records
of Riverside County, California

William S. Borczyk
Recorder

Fees \$ 11

113

COVENANT AND AGREEMENT
ESTABLISHING EASEMENTS FOR
COMMON DRIVEWAY

THIS COVENANT AND AGREEMENT is made and entered into
this 5th day of January, 1990, by K & M PARTNERSHIP, a
California general partnership (hereinafter referred to as the
"Declarant") with reference to the following facts:

A. Declarant is the fee owner of the real proeprty
consisting of two adjoining lots (hereinafter referred to as
Lot 4 and Lot 5, respectively) located in the City of
Riverside, County of Riverside, State of California, describe
as follows:

Lot 4

Lot 4 of Tract 23765 as shown by map on file in
Book 216 of Maps, at pages 64 through 65
thereof, records of Riverside County, California.

Lot 5

Lot 5 of Tract 23765 as shown by map on file in
Book 216 of Maps, at pages 64 through 65
thereof, records of Riverside County, California.

Lots 4 and 5 are part of an industrial development situated on
both sides and the end of Gato Court approximately 360 feet
northerly of Linden Street adjacent to and westerly of the
60/I-215 Freeway in the Light Manufacturing ("M-1") Zone.

B. The development plans submitted to the City of
Riverside, California (hereinafter referred to as the "City")
show that Lots 4 and 5 will share a common driveway
approximately 25 feet wide extending to Gato Court.

C. As a condition of the approval of Tract Map 23765 and
the development plans therefor, the City is requiring the



DESCRIPTION APPROVAL 12/20/89
George P. Stutelman by R
SURVEYOR, CITY OF RIVERSIDE

CA 193

Declarant to establish the necessary easements for Lots 4 and 5 to assure mutual access for ingress and egress to Gato Court for both Lots 4 and 5.

NOW, THEREFORE, for the purpose of complying with one of the conditions imposed by the City for the approval of Tract Map 23765, and in consideration of such approval, the Declarant hereby covenants and agrees with the City as follows:

1. Declarant hereby establishes on the above-described Lots 4 and 5 a 25-foot-wide common driveway described as follows:

That portion of Lot 4 and Lot 5 of Tract 23765 as shown by map on file in Book 216 of Maps, at pages 64 through 65 thereof, records of Riverside County, State of California, more particularly described as follows:

BEGINNING at the most southwesterly corner of Lot 4 of Tract 23765;

Thence North 0° 11' 58" East, 30.00 feet, to TRUE POINT OF BEGINNING;

Thence North 89° 48' 02" West, 20.04 feet;

Thence North 42° 03' 48" West, 129.72 feet;

Thence North 89° 48' 02" West, 84.39 feet;

Thence North 42° 37' 06" West, 22.37 feet to a point on a 60 foot radius curve concave northwesterly to which a radial line bears South 69° 53' 53" East;

Thence 26.07 feet northeasterly along said curve through a central angle of 24° 53' 30" to a point to which a radial line bears South 45° 00' 23" East;

Thence South 42° 37' 06" East, 18.07 feet;

Thence South 89° 48' 02" East, 84.54 feet;

Thence South 42° 03' 48" East, 129.72 feet;

Thence South 89° 48' 02" East, 8.98 feet;

Thence South 00° 11' 58" West, 25.00 feet to the TRUE POINT OF BEGINNING.

Said common driveway shall be a nonexclusive easement for ingress and egress and for the installation, construction, maintenance, repair, replacement and use of a driveway for the use and benefit of and as an easement appurtenant to Lot 4 for that portion located on Lot 5, and a nonexclusive easement for ingress and egress and the installation, construction, maintenance, repair, replacement and use of a driveway for the use and benefit of and as an easement appurtenant to Lot 5 for that portion located on Lot 4.

2. The 25-foot-wide common driveway as above described established on portions of Lots 4 and 5 shall be constructed by Declarant to the standards of the City prior to the sale by Declarant of either lot. Thereafter, the cost of reasonable repair and maintenance and reconstruction of the driveway shall be borne equally by the owners of each lot.

3. In the event Declarant shall sell or convey either Lot 4 or Lot 5, Declarant shall also grant to the grantee of the lot so



DESCRIPTION APPROVAL 12/20/89
by George P. Hitchcock
SURVEYOR, CITY OF RIVERSIDE

conveyed the easement for ingress and egress and the right of joint use of that portion of the common driveway hereinabove established located on the lot which is retained in ownership, and Declarant shall reserve for itself and its successors and assigns the easement for ingress and egress and the right of joint use of the common driveway which is located upon the lot so conveyed.

4. Any person who now or hereafter owns or acquires any right, title or interest in or to either Lot 4 or Lot 5 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 above, whether or not any reference to this Covenant and Agreement is contained in the instrument by which such person acquired an interest in either lot.

5. The terms and conditions of this Covenant and Agreement may be enforced by the City or by any owner, lessee, or occupant of Lot 4 or Lot 5. Should the City or any such owner, lessee or occupant bring an action to enforce the terms of this Covenant and Agreement, the prevailing party shall be entitled to court costs, including reasonable attorneys' fees.

6. This Covenant and Agreement shall run with the land and shall be binding upon the Declarant and its successors and assigns, and shall continue in effect until such time as it is released in writing by the City Council of the City and duly recorded.

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

K & M PARTNERSHIP, a California general partnership

By *Paul J. Smith*
General Partner

By *Paul J. Smith*
General Partner

BP/2261A/jm
12/15/89