

Recording Requested By
First American Title Insurance Company

WHEN RECORDED MAIL TO:

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

Project: Grading Plan -- Tract No. 25486-1

266306

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

JUL 20 1992

Recorded in Official Records
of Riverside County, California

Recorder

Fees \$ 22.00

William J. [Signature]

MS

COVENANT AND AGREEMENT FOR COMMON DRIVEWAY

22-2
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This Covenant and Agreement is made and entered into this 15TH day of July, 1992, by BEREN, a limited partnership (the "Declarant") with reference to the following facts:

- A. Declarant is the owner of the real property (the "Property") located in the City of Riverside, County of Riverside, State of California, described as follows:

Parcel A

Lot 11 of Tract 25486-1, as shown by map on file in Book 173 of Maps, at Pages 54 through 58 thereof, Records of Riverside County, California.

Parcel B

Lot 10 of Tract 25486-1, as shown by map on file in Book 173 of Maps, at Pages 54 through 58 thereof, Records of Riverside County, California.

The two lots above described share a common side property line. The Property above described is hereinafter referred to as Parcel A and Parcel B, respectively.

- B. Declarant desires to improve the Property as part of a residential subdivision. Declarant has submitted grading plans to the City of Riverside for Tract No. 25486-1 proposing a common driveway for Parcels A and B to be located on Parcel A, as described in attached Exhibit "A."
- C. The City of Riverside (the "City"), as a condition of approval of the grading plans for Tract No. 25486-1, is requiring the Declarant to establish an easement for ingress and egress to allow the owners, lessees, tenants, occupants and invitees of Parcel B to use the driveway located on Parcel A.

NOW, THEREFORE, for the purpose of complying with one of the conditions imposed by the City of Riverside for the approval of the grading plan for Tract No. 25486-1, and in consideration of such approval, the Declarant hereby covenants and agrees with the City of Riverside as follows:

1. A common private driveway for the use and benefit of Parcel A and Parcel B in hereby established on Parcel A, as described in attached Exhibit "A." The driveway shall be constructed prior to the sale by Declarant of either Parcel A or Parcel B. The driveway shall be

CA 322



July 8, 1992

W.O. #9112697

EXHIBIT "A"

Ingress and Egress Easement
Tract 25486-1 -- Bergum

That portion of Lot 11 of Tract 25486-1, as shown by map on file in Book 233 of Maps at Pages 100 through 102 thereof, Records of Riverside County, California, described as follows:

Beginning at the southeast corner of said Lot 11;

Thence N.69°36'26"W. along the southerly line of said Lot 11, a distance of 42.00 feet;

Thence N.20°23'34"E., a distance of 12.00 feet;

Thence N.65°23'34"E., a distance of 18.38 feet to a line parallel with and 25.00 feet northeasterly, measured at right angles from the southerly line of said Lot 11;

Thence S.69°36'26"E. along said parallel line, a distance of 36.02 to the easterly line of said Lot 11;

Thence southwesterly along said easterly line on a non-tangent curve concave southeasterly having a radius of 48.00 feet, through an angle of 31°23'17", an arc length of 26.30 feet (the initial line bears N.38°13'09"W.) to the point of beginning.



J. F. DAVIDSON ASSOCIATES, INC.
Prepared under the supervision of:

Stephen M. O'Malley PLS NO. 4718

Date: 7/8/92

MWC/yb
leg:leg/fz2

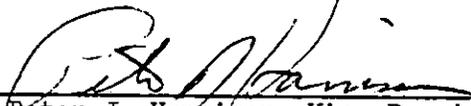
SUBORDINATION BY LIENHOLDER

HEMET FEDERAL SAVINGS AND LOAN ASSOCIATION, as Beneficiary under the following Deed(s) of Trust cover(s) the real property described in the Covenant and Agreement for Common Driveway for Tract 25486-1, Lots 10 and 11, to which this instrument is attached, hereby approves and consents to the recording of this Covenant and Agreement for Common Driveway, and agrees that the liens of each of the Deeds of Trust shall be subordinated to and subject to each and every provision of the Covenant.

Deed of Trust recorded on August 30, 1991, as Instrument No. 302445 of the Official Records of the Riverside County Recorder.

HEMET FEDERAL SAVINGS & LOAN ASSOCIATION

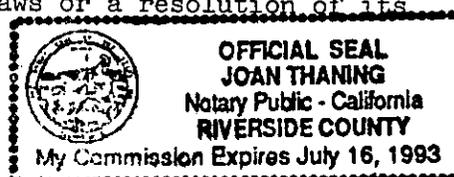
by


Peter J. Harrison, Vice President

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.

On July 16, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared Peter J. Harrison, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the Vice President on behalf of Hemet Federal Savings and Loan Association, the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.



Notary Public


Joan Thaning

constructed to the standards of the City of Riverside.

2. Declarant hereby establishes, grants and reserves a nonexclusive easement for ingress and egress and the installation, maintenance, repair, replacement and use of a driveway for the use and benefit of and as an easement appurtenant to Parcel B, over, along and across that portion of Parcel A, as described in attached Exhibit "A."

In the event the Declarant shall sell or convey either Parcel A or Parcel B, the Declarant shall grant or reserve, as is appropriate, the easement herein established.

3. The cost of the construction, reconstruction, repair and maintenance of that portion of the common driveway described in attached Exhibit "A" shall be borne equally by the owners of Parcel A and Parcel B.

4. This Covenant and Agreement shall not be subject to the doctrine of merger, even though the underlying fee ownership of Parcels A and B is vested in one party or entity.

5. Any person who now or hereafter owns or acquires any right, title or interest in or to either Parcel A or Parcel B shall be deemed (a) to have consented and agreed to every covenant, condition, restriction and easement contained herein, and (b) to have been granted or be subject to the easement described in Paragraph 2 hereof, whether or not any reference to this Covenant and Agreement is contained in the instrument by which such person acquired an interest in said parcel.

6. The terms of the Covenant and Agreement may be enforced by the City of Riverside or by any owner, lessee or occupant of Parcel B. Should the City or any owner, lessee or occupant of Parcel B 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.

7. 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 duly recorded by the City Council of the City of Riverside and the owner of Parcel B.

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

BEREN, a limited partnership

By: BERGUM CONSTRUCTION COMPANY
a California corporation, as the general partner

By: *Martin Bergum*
Title: VICE PRES.

By: _____

Title: _____