

283393

WHEN RECORDED MAIL TO:

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

Project: Tract No. 25486-2  
Lots 24 and 25

RECEIVED FOR RECORD  
AT 2:00 O'CLOCK

JUL 22 1993

Recorded in Official Records  
of Riverside County, California

Recorder  
Fees \$ 20

COVENANT AND AGREEMENT  
FOR COMMON DRIVEWAY

20 1/3

THIS COVENANT AND AGREEMENT is made and entered into this  
1st day of July, 1993, by BEREN, a limited  
partnership, (the "Declarant") with reference to the following  
facts:

A. Declarant is the owner of the real property (the  
"Property") consisting of two lots ("Lot 24" and "Lot  
25", respectively) located in the City of Riverside,  
County of Riverside, State of California, and described  
as follows:

Lot 24

Lot 24 of Tract 25486-2 as shown by map on file in  
Book 245 of Maps, at pages 59 through 63,  
thereof, records of Riverside County, California.

Lot 25

Lot 25 of Tract 25486-2 as shown by map on file in  
Book 245 of Maps, at pages 59 through 63,  
thereof, records of Riverside County, California.

The two lots above described share a common side property  
line.

B. Declarant desires to improve the Property as part  
of a residential subdivision. Declarant has submitted  
grading plans to the City of Riverside (the "City") for  
Tract No. 25486-2 proposing a fifteen foot-wide common  
driveway for Lots 18 and 19 to be located entirely on Lot  
25 and extending approximately 110 feet from Via Susana,  
a public street.

DESCRIPTION APPROVAL 7/16/93  
Walter R. [Signature] by \_\_\_\_\_  
for SURVEYOR, CITY OF RIVERSIDE

C. The City, as a condition of approval of the grading plans for Tract No. 25486-2, is requiring the Declarant to establish an easement for ingress and egress to allow the owners, lessees, tenants, occupants and invitees of Lot 24 to use the common driveway located on Lot 25.

NOW, THEREFORE, for the purpose of complying with one of the conditions imposed by the City for the approval of the grading plan for Tract No. 25486-2, and in consideration of such approval, the Declarant hereby covenants and agrees with the City as follows:

1. In order to establish a common private driveway fifteen feet in width on Lot 25 along its common property line with Lot 24 of Tract No. 25486-2 for the use and benefit of each lot, there is hereby granted and established a nonexclusive easement for ingress and egress and the installation, construction, maintenance, repair, replacement and use of a driveway over, along and across that portion of Lot 25 described in Exhibit A, attached hereto and incorporated herein by this reference for the use and benefit of and as an easement appurtenant to Lot 24.

2. The fifteen foot wide common driveway as above-described established on a portion of Lot 25 shall be constructed by Declarant to the standards of the City prior to the sale or conveyance by Declarant of either lot. Thereafter, the cost of reasonable repair, maintenance and reconstruction of the common driveway shall be borne equally by the owners of each lot of the Property.

3. In the event Declarant shall sell or convey either Lot 24 or Lot 25, or the ownership is otherwise changed, Declarant shall also grant or reserve, as is appropriate, the easement and right of joint use of the common private driveway above described located on Lot 25.

4. The easement herein established shall not be subject to the doctrine of merger, even though the underlying fee ownership of the two lots described herein as the Property 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 lot shall be deemed (a) to have considered and agreed to every covenant, condition, restriction and easement contained herein; and (b) to have been granted or be subject to the easement established in paragraph 1 above, whether or not any reference to the Covenant and Agreement is contained in the instrument by which such person acquired an interest in such lot.

June 16, 1993

W.O. # 9112517

EXHIBIT "A"

Common Driveway  
Lots 24 & 25 -- Tract 25486-2

That portion of Lot 25 of Tract 25486-2, as shown by map on file in Book 245 of Maps, at Pages 51 through 63 thereof, Records of Riverside County, California, lying within a strip of land 15.00 feet wide, the Northeasterly line being described as follows:

Beginning at the most Northerly corner of said Lot 25;

Thence S.31°33'20"E. along the Northeasterly line of said Lot 25, a distance of 110.00 feet to the termination of said line description.

The sidelines of said 15.00 foot wide strip of land shall be prolonged or shortened as to terminate in the Southerly line of Via Susana (Lot "B"), as shown on said Tract 25486-2.



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

*Marissa Crowther*

Marissa Crowther

PLS NO. 6152

Date: July 1, 1993

MWC/yb  
leg:leg/gz5

DESCRIPTION APPROVAL 7/16/93  
*Walter R. Ince* by       
SURVEYOR, CITY OF RIVERSIDE

for

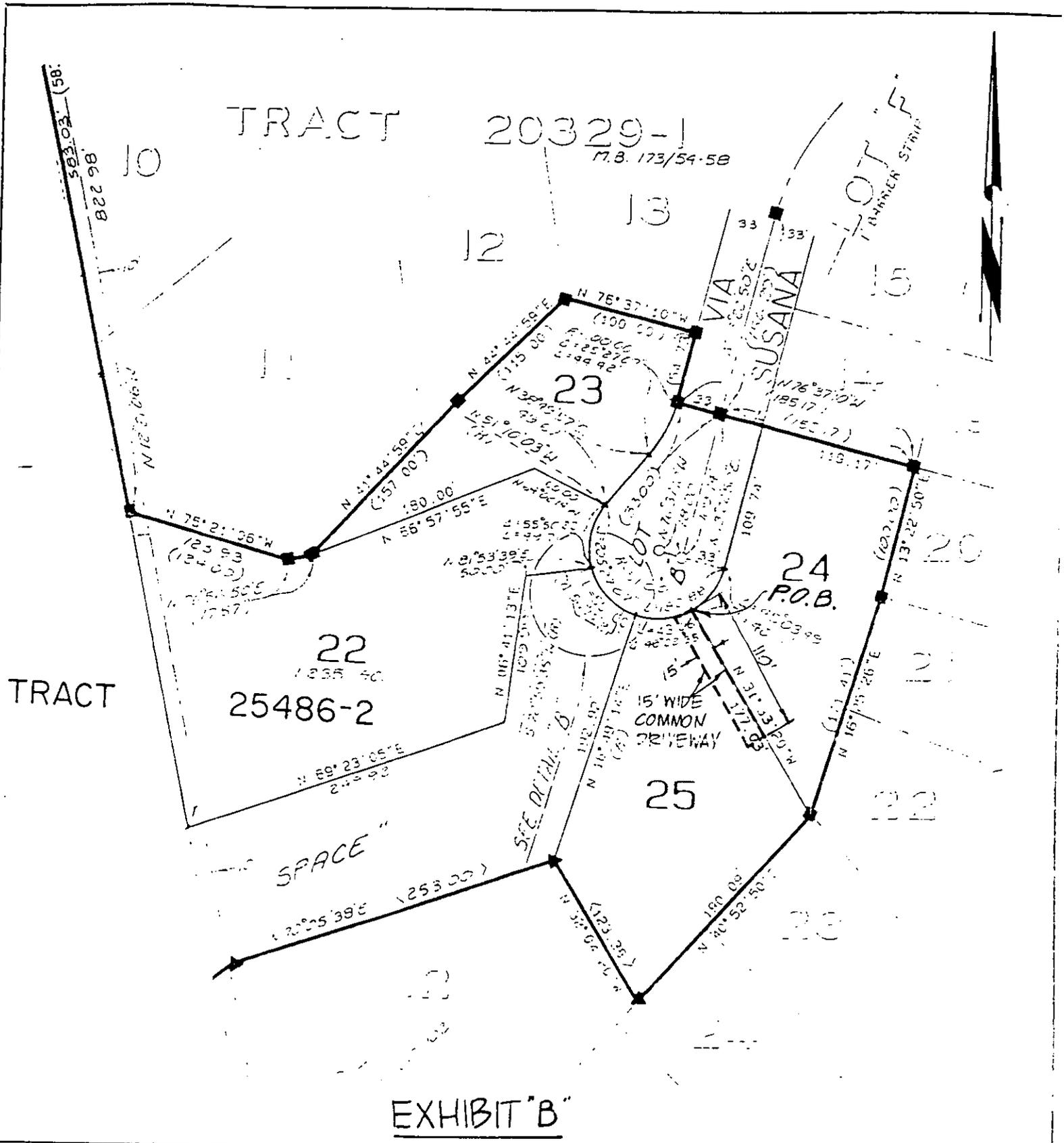


EXHIBIT "B"

• CITY OF RIVERSIDE, CALIFORNIA •

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

SHEET 1 OF 1

91-12517(P)

SCALE: 1" = 100'

DRAWN BY TCC DATE 05/18/93

SUBJECT TR 25486-2 C&A COMMON DRIVEWAY

6. This Covenant and Agreement shall run with the land and shall be binding upon Declarant, its successors and assigns, and shall not be amended, modified or terminated without the written consent of all of the owners of both lots of the Property and of the Public Works Director of the City duly recorded.

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

BEREN, a limited partnership

By: BEREN CONSTRUCTION CO., a California corporation, as the general partner

By *Clinton Berger*  
Title Vice President

By \_\_\_\_\_  
Title \_\_\_\_\_

APPROVED AS TO FORM:

*[Signature]*  
Assistant City Attorney