

283395

WHEN RECORDED MAIL TO:

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

Project: Tract No. 25486-2
Lots 18 and 19

RECEIVED FOR RECORD
AT 2:00 O'CLOCK

JUL 22 1993

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$ 20
W. J. [Signature]

20 1/2

COVENANT AND AGREEMENT
FOR COMMON DRIVEWAY

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 18" and "Lot 19", respectively) located in the City of Riverside, County of Riverside, State of California, and described as follows:

Lot 18

Lot 18 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 19

Lot 19 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 twenty-five foot-wide common driveway for Lots 18 and 19 extending approximately 205 feet from Via Sotelo, a public street, with 12.5 feet of the common driveway on Lot 18 and 12.5 feet of the common driveway on Lot 19.

DESCRIPTION APPROVAL 7/6/93 by [Signature]
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 both lots of the Property to use the common driveway.

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 private driveway twenty-five feet in width on the common property line of Lots 18 and 19 of Tract No. 25486-2 for the use and benefit of each lot, there is hereby granted and established an easement for ingress and egress and the installation, construction, maintenance, repair, replacement and use of a driveway over, along and across the following portions of said lots described in Exhibit A, attached hereto and incorporated herein by this reference. Said easement for common driveway as herein established shall be for the use and benefit of and as an easement appurtenant to Lot 18 for that portion on Lot 19, and for the use and benefit of and as an easement appurtenant to Lot 19 for that portion on Lot 18.

2. The twenty-five foot wide common driveway as above-described established on portions of Lots 18 and 19 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 or reconstruction of the 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 18 or Lot 19, or the ownership is otherwise changed, Declarant shall also grant to the grantee of the lot conveyed an easement for and the right of joint use of that portion of the common private driveway easement above described located on the lot which is retained in ownership; and Declarant shall reserve for itself and its successors and assigns as to the lot retained in ownership, an easement for and the right of joint use of that portion of the common private driveway easement above described which is located upon the lot so conveyed.

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 and upon which the common driveway easement is established is vested in one party or entity.

June 16, 1993

W.O. # 9112517

EXHIBIT "A"

Common Driveway
Lots 18 & 19 -- Tract 25486-2

That portion of Lots 18 and 19 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, lying within a strip of land 25.00 feet wide, the centerline being described as follows:

Beginning at the Northeast corner of said Lot 18;

Thence S.42°00'56"E. along the Northeasterly line of said Lot 18, also being the Southwesterly line of said Lot 19, a distance of 205.00 feet to the termination of said centerline description.

The sidelines of said 25.00 foot wide strip of land shall be prolonged or shortened as to terminate in the Southerly line of Via Sotelo (Lot "A"), as shown on said Tract 25486-2.



J. F. DAVIDSON ASSOCIATES, INC.

Prepared under the supervision of:

Stephen M. O'Malley
Stephen M. O'Malley PLS NO. 4718

Date: 6/21/93

MWC/yb
leg:leg/gz4

DESCRIPTION APPROVAL 7/6/93
Walter R. Inye by ---
for SURVEYOR, CITY OF RIVERSIDE

10 3/4" I.P. NO TAG, FLUSH.
SLT L.S. 3078 196
ACCEPTED HS E INTERSECTION.

COUNTRY CLUB DRIVE

TRACT
24 25

3439
26 27
M.B. 57/11-13

10 3/4" I.P. TAGGED RCE 3876 IN CL 91"
PIPE DN 04" NO HCF ACCEPTED AS
N.W. CDA DECD REC. APR 18, 1973.
INST. NO. 49373 OF RIV Co., CA

VIA SOTELO

4" I.P. RCE HAS TAG (IN LIEU OF
4" I.P. W/RCE 862 TAG) FLUSH.
M.B. 57/11-13, 013' SOUTH OF LINE

N 89° 52' 52" E 313.54'
264.06'

R=100.00
A=25° 27' 07"
L=44.42
N 25° 32' 43" W 1.130 AC.
A=25° 42' 35"
L=22.89'

N 89° 54' 24" E 18.00'

N 89° 52' 52" E 267.18'

S 44° 22' 38" W (R)
A=51.00'
L=79.29'
L=50.75'

P.O.B.

25' WIDE COMMON DRIVEWAY

18
1.038 AC.

19
1.408 AC.

TRACT

25486-2

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 TGL DATE 05/18/93

SUBJECT TR 25486-2 C & A FOR COMMON DRIVEWAY.

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 and 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.

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 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 *Clintia B. Bunch*
Title *Vice President*

By _____
Title _____

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney