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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: PW-002-945

RECEIVED FOR RECORD
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SEP 30 1994

Recorded in Official Records
of Riverside County, California

Recorder

Fees \$

8/18

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AMENDMENT TO COVENANT AND AGREEMENT
FOR PRIVATE DRIVEWAY EASEMENT

THIS AMENDMENT TO COVENANT AND AGREEMENT is made and entered into this 28th day of September 1994, by ROBERT D. MILLER, Trustee of the ROBERT D. MILLER Revocable Living Trust dated March 20, 1990, the owner of record, hereinafter described as "Owner", of the following described real property located in the City of Riverside, County of Riverside, State of California:

Those portions of Parcels 1 and 2 of Parcel Map, as shown by map on file in Book 20 of Parcel Maps at pages 82 and 83 thereof, Records of Riverside County, California, described as follows:

Parcel 1

Beginning at the southeast corner of said Parcel 1;
Thence South 89° 57' 30" West along the south line of said Parcel 1 and along the south line of said Parcel 2, a distance of 768.67 feet to the southwest corner of said Parcel 2;
Thence North 34° 02' 30" West along the southwest line of said Parcel 2, a distance of 500.00 feet;
Thence North 22° 01' 23" East, a distance of 435.01 feet;
Thence North 21° 15' 25" West, a distance of 298.00 feet;
Thence North 35° 59' 41" West, a distance of 131.63 feet;
Thence North 34° 11' 00" West, a distance of 249.10 feet to a point in the northwesterly line of said Parcel 2, said point being in a non-tangent curve, concave southeasterly, having a radius of 217.00 feet, the radial line at said point bears North 32° 14' 51" West;
Thence northeasterly along said curve, to the right, through a central angle of 04° 50' 51", an arc distance of 18.36 feet to the end thereof;
Thence North 62° 36' 00" East, a distance of 20.59 feet to the beginning of a tangent curve, concave to the northwest, having a radius of 333.00 feet;
Thence northeasterly along said curve, to the left,

DESCRIPTION APPROVAL 9/13/94
by
Walter R. Ayres
SURVEYOR, CITY OF RIVERSIDE
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through a central angle of $03^{\circ} 34' 33''$, an arc distance of 20.78 feet to a point therein, the radial line at said point bears South $30^{\circ} 58' 33''$ East;

Thence South $47^{\circ} 32' 10''$ East, a distance of 284.05 feet;

Thence South $13^{\circ} 16' 00''$ East, a distance of 161.13 feet;

The last five (5) courses and distances follow the boundary line of said Parcel 1;

Thence South $53^{\circ} 32' 33''$ East, a distance of 1132.45 feet to an angle point in the east line of said Parcel 1, said point also being the northeast corner of Section 11, Township 3 South, Range 5 West, San Bernardino Meridian;

Thence South $00^{\circ} 09' 10''$ East along said east line, a distance of 414.52 feet to the point of beginning.

Parcel 2

Commencing at the southeast corner of said Parcel 1;

Thence South $89^{\circ} 57' 30''$ West along the south line of said Parcel 1 and along the south line of said Parcel 2, a distance of 768.67 feet to the southwest corner of said Parcel 2;

Thence North $34^{\circ} 02' 30''$ West along the southwest line of said Parcel 2, a distance of 500.00 feet for the true point of beginning;

Thence North $22^{\circ} 01' 23''$ East, a distance of 435.01 feet;

Thence North $21^{\circ} 15' 25''$ West, a distance of 298.00 feet;

Thence North $35^{\circ} 59' 41''$ West, a distance of 131.63 feet;

Thence North $34^{\circ} 11' 00''$ West, a distance of 249.10 feet to a point in the northwesterly line of said Parcel 2, said point being in a non-tangent curve, concave southeasterly, having a radius of 217.00 feet, the radial line at said point bears North $32^{\circ} 14' 51''$ West;

Thence southwesterly along said curve, to the left, through a central angle of $05^{\circ} 16' 59''$, an arc distance of 20.01 feet, the radial line at said point bears North $37^{\circ} 31' 50''$ West;

Thence South $34^{\circ} 11' 00''$ East, a distance of 248.85 feet;

Thence South $80^{\circ} 00' 10''$ West, a distance of 140.68 feet;

Thence South $60^{\circ} 50' 00''$ West, a distance of 117.85 feet;

Thence South $31^{\circ} 54' 00''$ West, a distance of 118.30 feet;

Thence South $78^{\circ} 55' 00''$ West, a distance of 54.96 feet;

Thence South $34^{\circ} 13' 00''$ East, a distance of 705.51

feet to the true point of beginning.

The last seven (7) courses and distances follow the boundary of said Parcel 2.

WHEREAS the Owner of the above described Parcel 1 and Parcel 2 executed a Covenant and Agreement for Private Driveway Easement dated October 18, 1978, for the purpose of complying with conditions imposed by the City of Riverside, Case EPC-123-778, for a private easement for a common driveway across portions of Parcel 1 and Parcel 2; and

WHEREAS the Owner has filed a request to waive the filing of a parcel map to adjust the parcel line between Parcel 1 and Parcel 2 as described above, Case PW-002-945, and as a condition thereof a covenant and agreement for joint driveway access for Parcel 1 and Parcel 2, as reconfigured after the parcel line adjustment, is required; and

WHEREAS the Owner agrees to restrict Parcel 1 and Parcel 2 with the easement and agrees to amend the existing Covenant and Agreement to provide the joint driveway access for Parcels 1 and 2;

THEREFORE, in consideration of the covenants contained herein the Owner hereby agrees as follows:

1. For the purpose of complying with the condition imposed by the City of Riverside, Case PW-002-945, the undersigned hereby covenants and agrees with the City of Riverside that a private easement for a common driveway is hereby established in, over, along and across those portions of said Parcels 1 and 2 described as follows:

Those portions of Parcels 1 and 2, as shown by Parcel Map recorded in Book 20 of Parcel Maps at pages 82 and 83 thereof, Records of Riverside County, California, more particularly described as follows:

Beginning at the most northerly corner of said Parcel 2;

Thence South 34° 11' 00" East along the northeasterly line of said Parcel 2 and the southeasterly prolongation thereof, a distance of 498.14 feet;

Thence South 55° 49' 00" West, a distance of 40.00 feet to a point in the northeasterly line of said Parcel 2, said point also being in the southeasterly prolongation of the northeasterly line of Parcel 3, as shown on said Parcel Map;

Thence North 34° 11' 00" West along said southeasterly prolongation and along said northeasterly line, a distance of 499.49 feet to the most northerly corner of said Parcel 3, said corner being in a non-tangent curve, concave to the southeast, having a radius of 217.00 feet, the radial line at said point bears North 37° 31' 50" West;

Thence northerly along the northwesterly line of said Parcel 2 and along said curve, to the right, through a central angle of 10° 07' 50", an arc distance of 38.37 feet to the end thereof;

Thence North 62° 36' 00" East along said northwesterly line of Parcel 2, a distance of 1.71 feet to the point of beginning.

2. The easement is to be exercised only in conjunction with the residential uses on Parcel 1 and Parcel 2. Residential use includes any use permitted in a residential zone.

3. The cost of the construction, reasonable repair and maintenance of the common driveway shall be borne equally by the owners of each parcel.

It is further covenanted and agreed that in the event the undersigned shall sell or convey either Parcel 1 or Parcel 2, the undersigned shall also grant to the grantee of the parcel conveyed, an easement for and the right of joint use of that portion of the common private driveway located upon the parcel which is retained in ownership and the undersigned shall reserve for themselves and their heirs, successors, and assigns, an easement for and the right of joint use of that portion of the common private driveway which is located upon the parcel so conveyed as is appropriate to insure that the owners of each parcel shall have an easement for access to Hawarden Drive, Riverside, California.

These covenants and agreements shall run with the land and shall be binding upon the undersigned, their heirs, successors and assigns, and shall continue in effect until such time as released by the City Council of the City of Riverside, California.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

Robert D. Miller

ROBERT D. MILLER, as Trustee
of the Robert D. Miller
Revocable Living Trust dated
March 20, 1990

APPROVED AS TO FORM:

Kathleen M. Gomez
Assistant City Attorney
KMG/sb
8/25/94

APPROVED AS TO CONTENT:

Jeff A. Belin
Planning Department