When recorded, mail to City of Riverside, 3900 Main Street Riverside, CA 92522 Attn: City Engineer



COVENANT AND AGREEMENT

FOR COMMON DRIVEWAY

(3681 and 3673 Taft Street)

THIS COVENANT AND AGREEMENT is made and entered into
this day of by CLAIR L. HILLER and
ETHEL HILLER, the fee owners of the real property located in
the City of Riverside, County of Riverside, State of California,
described as follows:

Parcel A (3681 Taft Street)

Lot 13 of Taft Tract, as shown by map on file in Book 7, Page 15 of Maps, records of Riverside County, California.

Parcel B (3673 Taft Street)

Lot 14 of Taft Tract, as shown by map on file in Book 7, Page 15 of Maps, records of said Riverside County.

Said parcels are adjoining lots fronting on Taft Street, a public street within said City of Riverside, California.

For the purpose of complying with one of the conditions imposed by the City of Riverside, California, for the issuance of a permit for the construction of a single driveway approach serving both properties, the undersigned hereby covenants and agrees to establish and does hereby establish a common private driveway for said Parcels A and B to permit unrestricted access by way of an easement to Taft Street along a portion of the common property line of said parcels:

(a) For the use and benefit of and as an easement appurtenant to Parcel A, an easement for vehicular and pedestrian ingress and egress, and the construction, maintenance and repair of a driveway over, along and across the Northwesterly 15 feet of the Southwesterly 30 feet of Parcel B as above described.



(b) For the use and benefit of and as an easement appurtenant to Parcel B, an easement for vehicular and pedestrian ingress and egress, and the construction, maintenance and repair of a driveway over, along and across the Southeasterly 15 feet of the Southwesterly 30 feet of Parcel A as above described.

In the event the undersigned or their heirs, successors or assigns sell or convey either Parcel A or Parcel B it is further covenanted and agreed that the undersigned or their heirs, successors or assigns shall grant to the grantee of the parcel so conveyed the right of joint use of that portion of the common driveway located upon the parcel which is retained in ownership; and that the undersigned, their heirs, successors or assigns shall reserve unto themselves an easement and right to use the portion of the common driveway which is located upon the parcel so conveyed.

This Covenant and Agreement shall run with the land and shall be binding upon the undersigned, their heirs, successors or assigns and shall continue in effect until such time as released by the Public Works Director of the City of Riverside.

The City of Riverside may enforce this Covenant and Agreement. Should the City of Riverside bring suit to enforce the terms hereof, the undersigned, their heirs, successors and assigns agree to pay to the City of Riverside said City's court costs including reasonable attorney's fees.

IN WITNESS WHEREOF, the undersigned have caused this Covenant and Agreement to be executed the day and year first above written.

CLAIR L. HILLER

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