

WHEN RECORDED MAIL TO:

CITY CLERK  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522

Project: Building Permit for  
7417 and 7427 Orangewood Drive  
Riverside, California

302053

RECEIVED FOR RECORD  
Min. Past 9 o'clock P.M.

AUG 14 1990

Recorded in Official Records  
of Riverside County, California

Recorder  
Fees \$

COVENANT AND AGREEMENT  
ESTABLISHING EASEMENTS FOR COMMON DRIVEWAY

THIS COVENANT AND AGREEMENT is made and entered into  
this 14<sup>th</sup> day of August, 1990, by DOYLE LEE, a married man  
dba DOYLE LEE PROPERTIES, and MARY J. LEE, his wife (hereinafter  
collectively referred to as the "Declarant") with reference to the  
following facts:

A. Declarant is the fee owner of the real property  
consisting of two adjoining lots (hereinafter referred to as  
Parcel A and Parcel B, respectively) located in the City of  
Riverside, County of Riverside, State of California,  
described as follows:

Parcel A

Lot 5 of Tract No. 15446, as shown by map on file in  
Book 122 of Maps, at pages 40 and 41 thereof,  
records of Riverside County, California.

Parcel B

Lot 6 of Tract No. 15446, as shown by map on file in  
Book 122 of Maps, at pages 40 and 41 thereof,  
records of Riverside County, California.

Parcels A and B are located on Orangewood Drive northwest of  
the intersection of Van Buren Boulevard and Jurupa Avenue in  
the Light Manufacturing ("M-1") Zone. Declarant proposes to  
construct two industrial buildings, one on each parcel.

B. The development plans submitted to the City of  
Riverside, California (hereinafter referred to as the "City")  
show that Parcels A and B will share a common driveway to  
Orangewood Drive approximately 24 feet wide extending twelve  
feet on either side of the common property line.

C. As a condition of the approval of the plans for the  
development and the issuance of building permits therefor,

the City is requiring Declarant to establish the necessary easements for Parcels A and B to assure mutual access for ingress and egress to Orangewood Drive for both parcels.

NOW, THEREFORE, Declarant hereby declares that Parcels A and B shall be held, sold, conveyed, leased, occupied and used subject to the following covenants, conditions and easements which are for the purpose of complying with one of the conditions imposed by the City for the issuance of building permits for the development of Parcels A and B and for protecting the value and desirability of both parcels:

1. There is hereby granted, reserved and established over, along and across the following described portion of Parcel A a nonexclusive easement for pedestrian and vehicular ingress and egress for the use and benefit of and as an easement appurtenant to Parcel B:

The most easterly 12 feet of Lot 5 of Tract No. 15446, as shown by map on file in Book 122 of Maps, at pages 40 and 41 thereof, records of Riverside County, California;

EXCLUDING THEREFROM the most northerly 10 feet.

2. There is hereby granted, reserved and established over, along and across the following described portion of Parcel B a nonexclusive easement for pedestrian and vehicular ingress and egress for the use and benefit of and as an easement appurtenant to Parcel A:

The most westerly 12 feet of Lot 6 of Tract No. 15446 as shown by map on file in Book 122 of Maps, at pages 40 and 41 thereof, records of Riverside County, California;

EXCLUDING THEREFROM the most northerly 10 feet.

3. Neither Parcel A nor Parcel B shall have vehicular access to Orangewood Drive except by way of the 24-foot-wide common driveway herein established. No fences, walls, barricades or barriers of any kind shall be constructed, installed, permitted, or maintained on the common property line which will prohibit, interfere or restrict the use of the common driveway.

4. The cost of the construction, reconstruction, repair, and maintenance of the common driveway shall be borne equally by the owners of Parcel A and Parcel B.

5. In the event Declarant shall sell, convey, lease or otherwise change the ownership of either Parcel A or Parcel B, as such parcel is conveyed, Declarant shall grant and reserve as is appropriate the easements established in Paragraphs 1 and 2 above.

6. This Covenant and Agreement is made and entered into for the purpose of complying with a condition of approval imposed by the City for the issuance of building permits for the development of

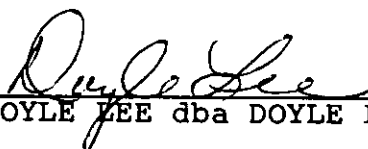
Parcels A and B, and it shall not be extinguished, terminated, modified, amended or altered in any way except with the prior written and recorded consent of the City.

7. The terms of this Covenant and Agreement may be enforced by the City, or by any owner, lessee or tenant of either Parcel A or Parcel B. Should the City or any owner, lessee or tenant bring an action to enforce the terms of this Covenant and Agreement, the prevailing party shall be entitled to costs of suit including reasonable attorneys' fees.


8. Any person who now or hereafter owns or acquires any right, title or interest in or to 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 and be subject to the easements described in Paragraphs 1 and 2 whether any reference to this Covenant and Agreement is contained in the instrument by which such person acquired an interest in such parcel.

9. All of the provisions contained herein are made for the direct, mutual and reciprocal benefit of Parcels A and B and create mutual, equitable servitudes upon each parcel as the servient tenement in favor of the other parcel as the dominant tenement and create reciprocal rights and obligations among the owners of both parcels, and privity of contract and estate among all grantees of the parcels, their successors and assigns in interest. In addition, each of the provisions herein shall operate as covenants running with the land for the benefit of each parcel and shall inure to the benefit of all owners thereof, their successors and assigns in interest, and shall apply to and bind each successive owner of each parcel, their successors and assigns in interest.

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

  
DOYLE LEE dba DOYLE LEE PROPERTIES

  
MARY J. LEE

DESCRIPTION APPROVAL: 8/2/00  
  
SURVEYOR, CITY OF RIVERSIDE

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE ) ss.

On this 14 day of AUGUST, 1990, before me,  
PATRICIA L. SEATON, the undersigned Notary  
Public, personally appeared DOYLE LEE AND MARY J. LEE,

personally known to me

proved to me on the basis of satisfactory  
evidence

to be the person(s) whose name(s) ARE subscribed to the  
within instrument, and acknowledged that THEY executed it.

WITNESS my hand and official seal.



Patricia L. Seaton  
Notary's Signature

APPROVED AS TO FORM  
Doyle Lee  
ASST. CITY ATTORNEY

C/A 151