

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

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

Project: Building Permits for
6153-6159 Jones Avenue
Riverside, California

092092

RECEIVED FOR RECORD

AT 8:30 O'CLOCK A.M.

MAR 14 1990

Recorded in Official Records
of Riverside County, California

William S. Brown
Recorder

Fees \$

COVENANT AND AGREEMENT
ESTABLISHING EASEMENTS FOR COMMON DRIVEWAY,
DRAINAGE, SEWER, UTILITIES, AND FIRE HYDRANT

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this *13th* day of *March*, 1990, by DAVID P. CARMELL and SHARRON A. CARMELL, husband and wife (hereinafter collectively referred to as "Declarant") with reference to the following facts:

A. Declarant is the fee owner of the real property (the "Property") located in the City of Riverside, County of Riverside, State of California, described as follows:

Parcel A (6151 - 6153 Jones Street)

That portion of Lot 1, Block 2 of La Granada, as shown by map on file in Book 12, pages 42 to 51, inclusive of Maps, Records of Riverside County California, particularly described as follows:
COMMENCING at the Southwest corner of said Lot 1;
THENCE North 6° 1' East along the Westerly line of said Lot, 58 feet for the point of beginning;
THENCE continuing North 6° 1' East along the Westerly line of said Lot, 60 feet to the Southwest corner of that certain parcel of land conveyed to A. C. Ernest and Leona May Ernest by Deed filed for record March 22, 1951 as Instrument No. 12241, in the office of the County Recorder of said Riverside County;
THENCE South 88° 30' 39" East along the Southerly line of said Parcel and along the Southerly line of that certain parcel conveyed to Joseph E. Bush by Deed filed for record May 5, 1948 as Instrument No. 551, in the office of the County Recorder of said Riverside County, 205 feet to a point on the East line of said lot;

THENCE South 6° 1' West along the Easterly line, 60 feet to a point which is North 6° 1' East, 58 feet from the Southeast corner of said Lot;

THENCE North 88° 39" West, 205 feet to the point of beginning.

EXCEPTING therefrom all standing, flowing, percolating or other water or waters in or under the said property with the right to develop, pump or otherwise extract the same and to remove the same to or upon other lands, together with the right to erect, build, lay, maintain, operate and repair water pipes, canals, ditches, flumes or other conduits upon and across said lands or along or upon any streets and alleys that may be dedicated on said premises, as reserved in deed from Security-First National Bank of Los Angeles, recorded April 4, 1944, in Book 617, page 331, official records.

Parcel B (6155 - 6159 Jones Street)

Parcel 1:

The Southerly 170 feet of the West 135 feet of Lot 2 in Block 2 of La Granada, as shown by Map on file in Book 12, pages 42 to 51, inclusive, of Maps, Riverside County Records.

Parcel 2:

The Easterly 15 feet of the Westerly 135 feet of the Northerly 130 feet of Lot 2, Block 2 of La Granada, as shown by Map on file in Book 12, pages 42 to 51, inclusive, of Maps, Riverside County Records.

B. The Property is part of a multi-family residential development. Declarant proposes to provide access for Parcels A and B over, along and across a common driveway serving said parcels, which area will also be used for both public and private utilities including sewer, and for drainage. Declarant further proposes to utilize the fire hydrant to be located on Parcel A to provide fire service protection for the structures located on Parcel B.

C. The City of Riverside (the "City") as a condition of issuance of building permits for the further development of the Property is requiring the Declarant to record a Covenant and Agreement for the common driveway use for Parcels A and B and establishing easements for the common driveway, drainage, sewer and utilities, and for the common use of the fire hydrant.

NOW, THEREFORE, for the purpose of complying with certain conditions imposed by the City of Riverside for the issuance of

building permits for the further development of the Property, and in consideration of such issuance, the Declarant hereby covenants and agrees with the City of Riverside as follows:

1. There is hereby established over, under, along and across that portion of the Property hereinabove described as Parcel A as shown as the cross-hatched area on Exhibit A, attached hereto and incorporated herein by this reference, a nonexclusive easement for a common driveway for ingress and egress, drainage, sewer, and utilities for the use and benefit of and as an easement appurtenant to Parcel B; and there is hereby established over, under, along and across that portion of the Property hereinabove described as Parcel B as shown as the shaded area on attached Exhibit A, a nonexclusive easement for a common driveway for ingress and egress, drainage, sewer and utilities for the use and benefit of and as an easement appurtenant to Parcel A.

Said common driveway shall be a nonexclusive easement for ingress and egress, surface water drainage, and the installation, construction, maintenance, repair, replacement and use of a driveway, sewer, and utilities for the use and benefit of and as an easement appurtenant to each parcel comprising the Property.

2. In the event the Declarant shall sell or convey either parcel comprising the Property or the ownership is otherwise changed so that the two parcels are not held by the same person or entity, the Declarant shall grant and reserve, as is appropriate, the easement hereinabove described so as to provide that the owners, lessees, occupants and invitees of each parcel of the Property shall have the right of use of the common driveway.

3. The common driveway established by said easements shall be maintained in a good, passable condition under all traffic and weather conditions. No owner, tenant or occupant of either parcel of the Property shall install, construct, maintain, or permit any barrier or obstacle to be placed on the common driveway above described.

4. The cost of the original construction of the common driveway shall be borne by Declarant. The cost of the reasonable repair and maintenance of the common driveway shall be borne equally by the owners of each parcel of the Property; provided, however, the cost of repair due to the installation, construction, repair, or maintenance of utilities or sewer to serve any parcel of the Property shall be borne exclusively by the owner of such parcel.

5. Parcel B shall be served by the fire hydrant located on Parcel A, which fire hydrant is shown on Exhibit A. There is hereby established an easement for access from the common driveway as above described to the fire hydrant and from the fire hydrant to Parcel B.

6. The fire hydrant receives water by way of a fire protection water service line located on Parcel A extending to Jones

Avenue, and both Parcel A and Parcel B are served domestic water by one water service connection located on Jones Avenue. The prompt payment of the billing from the City for such water service shall be the responsibility of the owner of Parcel A; provided, however, the owner of Parcel A may bill the owner of Parcel B for said parcel's share of the water billing at the same rate charged by the City for such water services. The Declarant acknowledges and agrees that the water provided through the fire protection water service line and the domestic water service line may only be used on Parcels A and B and may not be otherwise resold except as provided for above. The owner of Parcel A shall also be responsible for the routine maintenance and timely repair of the domestic water service line, the fire protection service line and the fire hydrant; provided, however, the owner of Parcel A may bill the owner of Parcel B for Parcel B's proportionate share of the cost of such maintenance and/or repairs based upon the square footage of buildings situated on the two parcels.

7. No barrier or barricades of any kind shall be erected or placed around the fire hydrant or on the common property line or elsewhere on Parcels A or B which would prevent the use of said fire hydrant for fire suppression purposes by the Riverside Fire Department for either parcel.

8. In the event the Declarant shall sell or convey either parcel comprising the Property, or the ownership is otherwise changed so that the two parcels are not held by the same person or entity, the Declarant shall grant and reserve, as appropriate, a nonexclusive right of ingress and egress and use of the fire hydrant on Parcel A for the benefit of and as an easement appurtenant to Parcel B.

9. Declarant acknowledges and agrees that the provision of water to Parcel A is and shall be governed by the rules and regulations promulgated from time to time by the Public Utilities Board of the City and approved by the City Council of said City, and Declarant agrees to be bound by and to comply with such rules and regulations as they may be promulgated and amended from time to time.

10. The provisions of this Covenant and Agreement shall be enforceable at law and in equity by Declarant, each successive owner, lessee or occupant of either parcel of the Property, and the City. In the event of any legal or equitable proceeding for the enforcement of or to restrain any violation thereof, the prevailing party shall be entitled to court costs including reasonable attorneys' fees. The failure of the Declarant, any owner, lessee or occupant, or the City to enforce any provision of the Covenant and Agreement shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other provision thereof.

11. Any person who now or hereafter owns or acquires any right, title or interest in or to either parcel of the Property

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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 hereinabove, whether or not any reference to this Covenant and Agreement is contained in the instrument by which such person acquired an interest in such parcel of the Property.

12. These Covenants and Agreements shall run with the land and shall be binding upon the Declarant, their 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, Declarant has caused this Covenant and Agreement to be executed the day and year first above written.

David P. Carmell
DAVID P. CARMELL

Sharron A. Carmell
SHARRON A. CARMELL

DESCRIPTION APPROVAL: 3, 1, 90
George P. Hutchinson
SURVEYOR, CITY OF RIVERSIDE



STATE OF CALIFORNIA)
COUNTY OF) ss.

On this _____ day of _____, 19____, before me, _____, the undersigned Notary Public, personally appeared _____,

- personally known to me
- proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

Notary's Signature

BP/2282A/jm
3/1/89

ASSISTED AGING PROGRAM
Barbara J. ...
Gail GITT ...

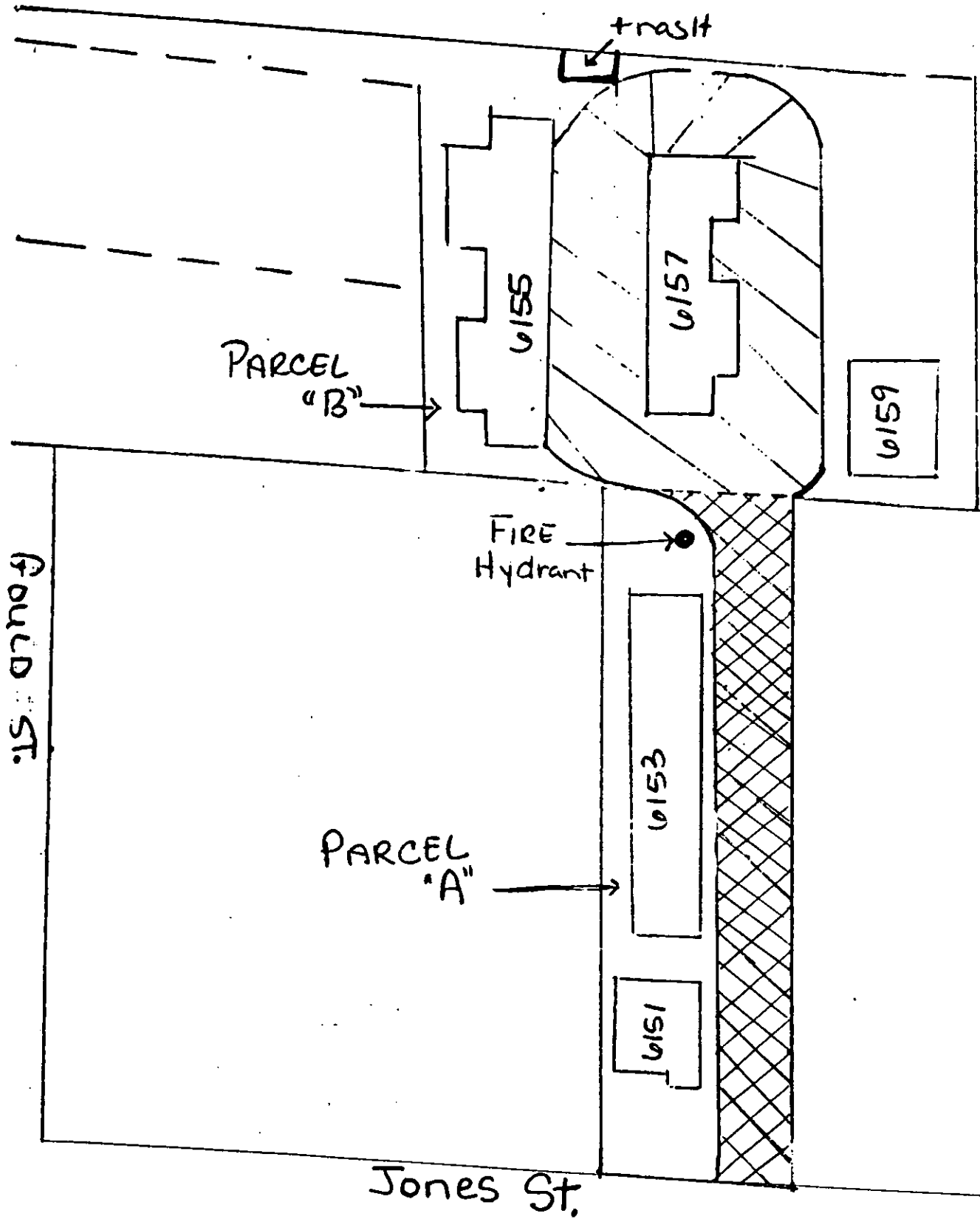


EXHIBIT A