

54497

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

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

Project: PMW-13-901

COVENANT AND AGREEMENT AND GRANT OF EASEMENTS
FOR ACCESS, PARKING AND UTILITIES

THIS COVENANT AND AGREEMENT AND GRANT OF EASEMENTS is made and entered into this _____ day of _____, 1991, by BUD RICHLEY, a Married Man, hereinafter referred to as "Declarant", with reference to the following facts:

A. Declarant is the fee owner of two adjoining parcels of real property situated in the City of Riverside, County of Riverside, State of California, hereinafter collectively referred to as the "Property", described as follows:

Parcels 15 and 16 of Parcel Map 11907 as shown by map on file in Book 63 of Parcel Maps, at Pages 87 and 88 thereof, records of Riverside County, California.

B. Declarant desires to develop the Property as part of a light manufacturing and business park. Declarant has filed with the City of Riverside an application in Parcel Map Waiver Case PMW-13-901 to adjust the common property line between the two parcels of the Property. Parcel 15 bears a street address of 6111 Quail Valley Court and Parcel 16 bears a street address of 6121 Quail Valley Court.

C. Certain conditions were imposed by the City of Riverside for approval of PMW-13-901, including the recording of a covenant and agreement to assure mutual parking and access between the two parcels of Property, whether they be in the same ownership or under different ownership, and to provide for private utility easements as necessary.

RECEIVED FOR RECORD
AT 8:30 O'CLOCK

FEB 19 1991

Recorded in Official Records
of Riverside County, California

Recorder

Fees \$ _____

PMW 13-901 #42

DESCRIPTION APPROVAL 1/24/91
by _____
SURVEYOR, CITY OF RIVERSIDE

NOW, THEREFORE, for the purpose of complying with the above-noted conditions of approval for PMW-13-901 and in consideration of such approval, the Declarant hereby covenants and agrees with the City of Riverside as follows:

1. Declarant hereby establishes, grants and reserves nonexclusive easements for parking, vehicular and pedestrian ingress and egress and for underground private utilities over, along, under and across those portions of each parcel of the Property (as said parcel now exists or as said parcel may hereinafter be reconfigured), designated as driveway and parking areas on the plans for the development of the Property as may be approved by the City of Riverside, for the use and benefit of and as an easement appurtenant to the remaining parcel (as said parcel now exists or as hereinafter reconfigured).

The nonexclusive easements herein established shall be and are for ingress, egress, and the installation construction, maintenance, repair, replacement, and use of a driveway, parking and private utilities and all rights deemed reasonable and necessary therefor.

2. The cost of the construction, 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, sewers or parking areas to serve any parcel of the Property shall be borne exclusively by the owner of such parcel.

3. Neither of the parcels of the Property shall have vehicular access to Quail Valley Court except by way of the common driveway established in accordance with the approved development plans for the Property.

4. In the event Declarant shall sell, convey, lease or otherwise change the ownership of any parcel of the Property, as such parcel is conveyed, Declarant shall grant and reserve as is appropriate, the easements established in Paragraph 1 above.

5. Any person who now or hereafter owns or acquires any right, title or interest in or to either parcel of the Property 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 Paragraph 1, whether or not any reference to this Covenant and Agreement for Access, Parking and Utilities is contained in the instrument by which such person acquired an interest in the Property.

6. The terms of this Covenant and Agreement for Access, Parking and Utilities may be enforced by the City of Riverside, or by any owner, lessee or tenant of any parcel to the Property. Should the City or any owner, lessee or tenant bring an action to enforce the terms of this Covenant and Agreement for Access, Parking and Utilities, the prevailing party shall be entitled to costs of suit, including reasonable attorneys' fees.

7. All of the provisions contained herein are made for the direct, mutual and reciprocal benefit of each and every parcel of the Property and create mutual, equitable servitudes upon each parcel as the servient tenement in favor of the other parcels as the dominant tenement and create reciprocal rights and obligations among the respective owners of all of the parcels, and privity of the contract and estate among all grantees of the parcels, their successors and assigns in interest. In addition, each of the provisions hereof shall operate as covenants running with the land for the benefit of the Property and each parcel thereof 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.

8. This Covenant and Agreement for Access, Parking and Utilities is made and entered into for the purpose of complying with certain conditions of approval imposed by the City of Riverside in Parcel Map Waiver Case PMW-13-901, 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.

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

Bud Richley 1/25/91
BUD RICHLEY, A MARRIED MAN

I Nancy Richley, as the spouse of Bud Richley, hereby join in and consent to the above.

Nancy Richley 1/25/91
NANCY RICHLEY

APPROVED AS TO FORM
Kathleen M. George
ASST. CITY ATTORNEY