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WHEN RECORDED MAIL TO:
CITY CLERK
City of Riverside
City Hall, 3900 Main Street
Riverside, CA 92522
Project: Parcel Map 27636

RECEIVED FOR RECORD
AT 2:00 O'CLOCK

JUN 2 1993

Recorded in Official Records
of Riverside County, California
Wm. [Signature] Recorder
Fees \$ 20.00

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COVENANT AND AGREEMENT
ESTABLISHING EASEMENTS FOR COMMON DRIVEWAY

THIS COVENANT AND AGREEMENT is made and entered into this 10th day of May, 1993, by DAVID PEERY and STEVEN BERZANSKY ("Declarants") with reference to the following facts:

A. Declarants are owners of the fee interest in the real property consisting of two adjoining lots (collectively, the "Property") located in the City of Riverside, County of Riverside, State of California, and described as follows:

Parcel 1

Parcel 1 of Parcel Map 27636 as shown by map on file in Book 180 of Parcel Maps, at pages 15 through 16, inclusive, records of Riverside County, California.

Parcel 2

Parcel 2 of Parcel Map 27636 as shown by map on file in Book 180 of Parcel Maps, at pages 15 through 16, inclusive, records of Riverside County, California.

Said parcels are hereinafter referred to as "Parcel 1" and "Parcel 2" respectively.

B. By Parcel Map 27636, Declarants intend to divide certain real property, including the Property, situated on the northeast side of Bandini Avenue and the southwest side of Elmwood Drive, northwesterly of Olivewood Avenue into three parcels for residential development. Parcel 2 has an approximately 18-foot of frontage on Elmwood Drive due to its location at the end of the street with a cul-de-sac type of turnaround. Due to the narrow street frontage of Parcel 2, a shared driveway approach with Parcel 1 is necessary for Parcel 2.

DESCRIPTION APPROVAL 5/18/93
[Signature] SURVEYOR, CITY OF RIVERSIDE

C. A condition imposed by the City of Riverside ("City") for the approval of Parcel Map 27636 and the variance for the substandard lot width for Parcel 2, Declarants are required to submit documentation for the approval of the Planning and Legal Departments of City to assure mutual access for ingress, egress and/or utilities across all parcels if a shared driveway approach between Parcels 1 and 2 is needed.

D. Declarants intend by this document to comply with the above-noted condition imposed by City and to impose upon the Property mutually beneficial restrictions, conditions, covenants and agreements for the benefit of each parcel and the future owners of each parcel, and for the same purpose to reserve and grant easements over portions of the Property.

NOW, THEREFORE, incorporating the above recitals, Declarants hereby declare that the Property and each parcel thereof, shall be held, transferred, sold, conveyed, leased, occupied and used subject to the following covenants, conditions and easements which are for the purpose of complying with a condition imposed by the City of Riverside for the approval of Parcel Map 27636 and for protecting the value and desirability of both parcels of the Property:

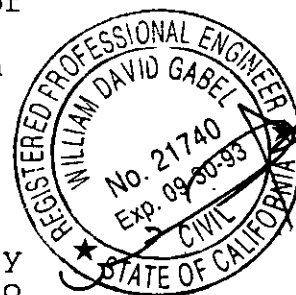
1. There is hereby granted, reserved and established over, along and across the following portions of Parcels 1 and 2 nonexclusive easements for vehicular and pedestrian ingress and egress and utilities for the use and benefit of and as an easement appurtenant to the other parcel for the purpose of providing a single access way from Elmwood Drive for both parcels:

That portion of Parcel 1 and Parcel 2 of Parcel Map 27636 as shown by map on file in Book _____, Pages _____ through _____, inclusive, of Parcel Maps, Records of Riverside County, California, more particularly described as follows:

Commencing at the Northwest corner of said Parcel 1, said corner also being the Northeast corner of that certain portion of Lot 212 of the Southern California Colony Association as shown by map on file in Book 7, Page 3 of Maps, Records of San Bernardino County, California, and particularly described in Instrument Number 072084, Official Records of Riverside County, California.

Thence South 60° 54' 00" East along the Northerly line of said Parcel 1 a distance of 28.46 feet to the beginning of a tangent curve, concave to the Southwest and having a radius of 10.00 feet;

Thence Southeasterly along said curve through a central angle of 41° 24' 35" an arc distance of



7.23 feet to a point on a reverse curve concave to the Northeast and having a radius of 30.00 feet, a radial line to said point bears North 70° 30' 35" East;

Thence Southeasterly along said reverse curve through a central angle of 22° 29' 13" an arc distance of 11.77 feet to the True Point of Beginning, a radial line to said point bears South 48° 01' 22" West.

Thence continuing along said reverse curve through a central angle of 38° 56' 40" an arc distance of 20.39 feet to a point that lies 2.72 feet Easterly when measured at right angles, from the Easterly line of said Parcel 1;

Thence South 29° 06' 00" West parallel with the Easterly line of said Parcel 1 a distance of 21.81 feet;

Thence North 60° 54' 00" West a distance of 20.00 feet to a point that lies 17.28 feet Westerly, when measured at right angles, from the Easterly line of said Parcel 1;

Thence North 29° 06' 00" East a distance of 21.62 feet to the point of beginning.

The nonexclusive easements herein granted shall be and are for ingress, egress, and the installation, construction, maintenance, repair, or replacement of a common driveway and underground utilities and all rights deems reasonable and necessary thereto for the use and benefit of and as an easement appurtenant to Parcel 1 of Parcel Map 27636 for that portion located on Parcel 2 of Parcel Map 27636 for the use and benefit of and as an easement appurtenant to Parcel 2 of Parcel Map 27636 for that portion located on Parcel 1 of Parcel Map 27636.

2. Neither Parcel 1 nor Parcel 2 shall have vehicular access to Elmwood Drive except by way of the common driveway hereinabove established. No fences, walls, barricades or barriers of any kind shall be constructed on the common property line which will prohibit or interfere with or restrict the use of the common driveway as above described.

3. The cost of the construction, reconstruction, repair and maintenance of the common driveway as above described shall be borne equally by the owners of Parcels 1 and 2 of the Property respectively; provided, however, any repair necessitated by the installation of utilities serving only one parcel shall be paid by the owner of the parcel so benefited.

4. In the event Declarants shall sell, convey, lease or otherwise change the ownership of either parcel of the Property, as such parcel is conveyed, Declarants shall grant that portion of the easement above described located on the parcel retained in ownership and shall reserve that portion of the easement above described located on the parcel to be conveyed.

5. This Covenant and Agreement is made and entered into for the purpose of complying with a condition imposed by the City for the approval of Parcel Map 27636, 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 Council of City.

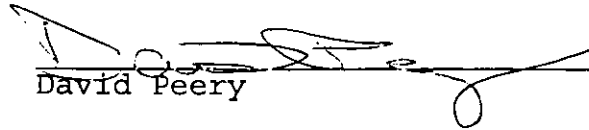
6. This Covenant and Agreement shall not be subject to the doctrine of merger, even though the underlying fee ownership of both parcels of the Property is vested in the same parties.

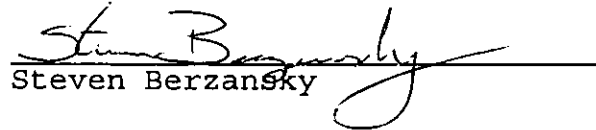
7. The terms and conditions of this Covenant and Agreement may be enforced by an owner, lessee or tenant of either parcel of the Property and the City. Should any owner, lessee, tenant or the City bring any legal or equitable proceeding for the enforcement of or to restrain the violation of this Covenant and Agreement or any provision hereof, 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 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 above 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 1 and 2 of Parcel Map 27636 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 hereof 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, Declarants have executed this Covenant and Agreement on the date first above written.

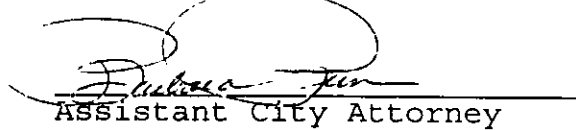

David Peery


Steven Berzansky

APPROVED AS TO CONTENT:


Planning Department

APPROVED AS TO FORM:


Assistant City Attorney

State of California)
County of RIVERSIDE) ss

On 10 MAY 1993, before me SANDRA KAY BROWN, NOTARY PUBLIC
(date) (name and title of the officer)
personally appeared STEVEN E. BERZANSKY & DAVID FEERY

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same in ~~his~~ her/their authorized capacity(ies), and that by ~~his~~ her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Sandra Kay Brown
Signature

CAPACITY CLAIMED BY SIGNER

- Attorney-in-fact
- Corporate Officer(s)
Title _____ Title _____
- Guardian /Conservator
- Individual(s)
- Partner(s)
 General Limited
- Trustee(s)
- Other _____

The party(ies) executing this document is/are representing:

