

283394

WHEN RECORDED MAIL TO:

City Clerk
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

Project: Tract No. 25486-2
Lots 22 and 23

RECEIVED FOR RECORD
AT 2:00 O'CLOCK

JUL 22 1993

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$ 20

20
215

COVENANT AND AGREEMENT
FOR COMMON DRIVEWAY

THIS COVENANT AND AGREEMENT is made and entered into this
1st day of July, 1993, by BEREN, a limited
partnership, (the "Declarant") with reference to the following
facts:

A. Declarant is the owner of the real property (the
"Property") consisting of two lots ("Lot 22" and "Lot
23", respectively) located in the City of Riverside,
County of Riverside, State of California, and described
as follows:

Lot 22

Lot 22 of Tract 25486-2 as shown by map on file in
Book 245 of Maps, at pages 59 through 63,
thereof, records of Riverside County, California.

Lot 23

Lot 23 of Tract 25486-2 as shown by map on file in
Book 245 of Maps, at pages 59 through 63,
thereof, records of Riverside County, California.

The two lots above described share a common side property
line.

B. Declarant desires to improve the Property as part
of a residential subdivision. Declarant has submitted
grading plans to the City of Riverside (the "City") for
Tract No. 25486-2 proposing a fifteen foot-wide common
driveway for Lots 22 and 23 extending approximately 60
feet from Via Susana, a public street, with 7.5 feet of
the common driveway on Lot 22 and 7.5 feet of the common
driveway on Lot 23.

DESCRIPTION APPROVAL 7/16/93
Walter R. Snyce by
SURVEYOR, CITY OF RIVERSIDE

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C. The City, as a condition of approval of the grading plans for Tract No. 25486-2, is requiring the Declarant to establish an easement for ingress and egress to allow the owners, lessees, tenants, occupants and invitees of both lots of the Property to use the common driveway.

NOW, THEREFORE, for the purpose of complying with one of the conditions imposed by the City for the approval of the grading plan for Tract No. 25486-2, and in consideration of such approval, the Declarant hereby covenants and agrees with the City as follows:

1. In order to establish a private driveway fifteen feet in width on the common property line of Lots 22 and 23 of Tract No. 25486-2 for the use and benefit of each lot, there is hereby granted and established an easement for ingress and egress and the installation, construction, maintenance, repair, replacement and use of a driveway over, along and across the following portions of said lots described in Exhibit A, attached hereto and incorporated herein by this reference. Said easement for common driveway as herein established shall be for the use and benefit of and as an easement appurtenant to Lot 22 for that portion on Lot 23, and for the use and benefit of and as an easement appurtenant to Lot 23 for that portion on Lot 22.

2. The fifteen foot wide common driveway as above-described established on portions of Lots 22 and 23 shall be constructed by Declarant to the standards of the City prior to the sale or conveyance by Declarant of either lot. Thereafter, the cost of reasonable repair, maintenance or reconstruction of the driveway shall be borne equally by the owners of each lot of the Property.

3. In the event Declarant shall sell or convey either Lot 22 or Lot 23, or the ownership is otherwise changed, Declarant shall also grant to the grantee of the lot conveyed an easement for and the right of joint use of that portion of the common private driveway easement above described located on the lot which is retained in ownership; and Declarant shall reserve for itself and its successors and assigns as to the lot retained in ownership, an easement for and the right of joint use of that portion of the common private driveway easement above described which is located upon the lot so conveyed.

4. The easement herein established shall not be subject to the doctrine of merger, even though the underlying fee ownership of the two lots described herein and upon which the common driveway easement is established is vested in one party or entity.

June 25, 1993

Project No. 9112517

EXHIBIT "A"**Common Driveway
Lots 22 and 23 - Tract 25486-2**

That portion of Lots 22 and 23 of Tract 25486-2 as shown by map on file in Book 245 of Maps, at Pages 59 through 63 thereof, Records of Riverside County, California, lying within a strip of land 15.00 feet wide, the centerline being described as follows:

Beginning at the Southeast corner of said Lot 23, also being the Northeast corner of said Lot 22;

Thence N.64°02'14"W. along the Northerly line of said Lot 22, also being the Southerly line of said Lot 23, a distance of 60.00 feet to the termination of said centerline description.

The sidelines of said 15.00 foot wide strip of land shall be prolonged or shortened as to terminate in the Westerly line of Via Susana (Lot "B") as shown on said Tract 25486-2.



J. F. DAVIDSON ASSOCIATES, INC.
Prepared under the supervision of:

Marissa Crowther

Marissa Crowther

PLS NO. 6152

Date: July 1, 1993

MDM/MWC/kat
leg:leg/ha0

DESCRIPTION APPROVAL 7/6/93
for Walter R. Junc by
SURVEYOR, CITY OF RIVERSIDE

DO WITH THE ORIGINAL, CONVEYED TO THE CITY OF RIVERSIDE BY DEED REC. SEPT 3, 1997 AS INSTR. NO. 257454 OF RAY CO., CA.

TRACT 20329-1
73 123 54-58

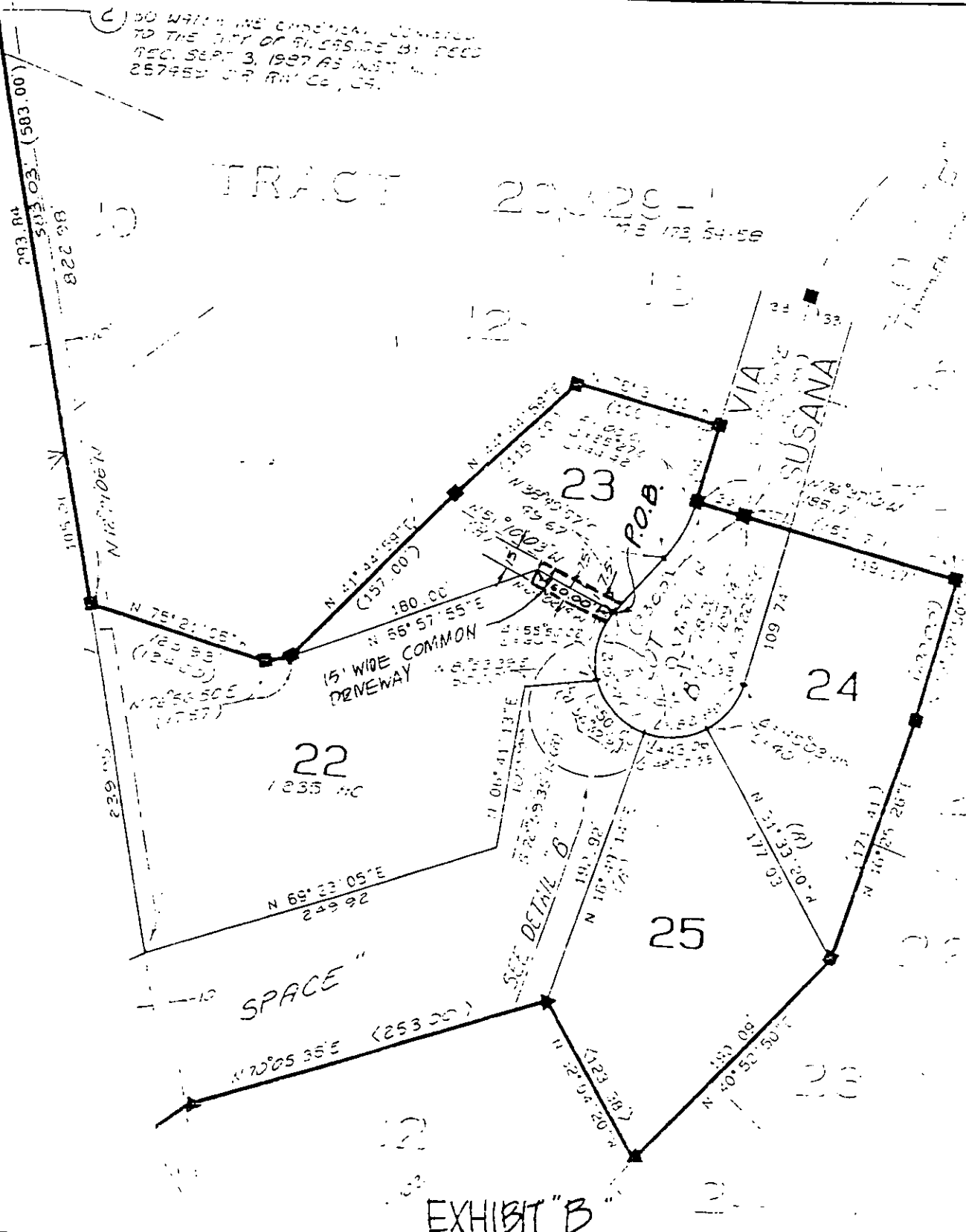


EXHIBIT "B"

• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.		SHEET <u>1</u> OF <u>1</u>	91-12517(P)
SCALE: 1" = 100'	DRAWN BY <u>TCL</u> DATE <u>05/10/93</u>	SUBJECT <u>TR25406-2 C&A COMMON DRIVEWAY</u>	

5. Any person who now or hereafter owns or acquires any right, title or interest in or to either lot shall be deemed (a) to have considered and agreed to every covenant, condition, restriction and easement contained herein; and (b) to have been granted and be subject to the easement established in paragraph 1 above, whether or not any reference to the Covenant and Agreement is contained in the instrument by which such person acquired an interest in such lot.

6. This Covenant and Agreement shall run with the land and shall be binding upon Declarant, its successors and assigns, and shall not be amended, modified or terminated without the written consent of all of the owners of both lots and of the the Public Works Director of the City duly recorded.

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

BEREN, a limited partnership

By: BEREN CONSTRUCTION CO., a California corporation, as the general partner

By *Charles B. Buge*
Title Vice President

By _____
Title _____

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney