

283396

WHEN RECORDED MAIL TO:

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

Project: Tract No. 25486-2
Lots 1, 2 and 3

RECEIVED FOR RECORD
AT 2:00 O'CLOCK

JUL 22 1993

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$ 20

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 three lots ("Lot 1", "Lot 2" and "Lot 3", respectively) located in the City of Riverside, County of Riverside, State of California, and described as follows:

Lot 1

Lot 1 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 2

Lot 2 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 3

Lot 3 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.

Parcel 2 is a "flag" lot with Lots 1 and 3 located on either side.

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 forty foot-wide common

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

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driveway for Lots 1, 2 and 3 to be located entirely on the panhandle of Lot 2 and extending approximately 250 feet from Claridge Drive, a public street.

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 Lots 1 and 3 use of the common driveway located on Lot 2.

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 common private driveway forty feet in width on the panhandle of Lot 2 along its common property lines with Lots 1 and 3 of Tract No. 25486-2 for the use and benefit of each lot of the Property, there is hereby granted and established a nonexclusive easement for ingress and egress and the installation, construction, maintenance, repair, replacement and use of a driveway over, along and across that portion of Lot 2 described in Exhibit A, attached hereto and incorporated herein by this reference for the use and benefit of and as an easement appurtenant to Lots 1 and 3.

2. The forty-foot wide common driveway as above-described established on a portion of Lot 2 shall be constructed by Declarant to the standards of the City prior to the sale or conveyance by Declarant of any lot of the Property. Thereafter, the cost of reasonable repair, maintenance and reconstruction of the common driveway shall be borne equally by the owners of each lot of the Property.

3. In the event Declarant shall sell or convey any lot of the Property, or the ownership is otherwise changed, Declarant shall also grant or reserve, as is appropriate, the easement and right of joint use of the common private driveway above described located on Lot 2.

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

5. Any person who now or hereafter owns or acquires any right, title or interest in or to any lot of the Property shall be deemed (a) to have considered and agreed to every covenant, condition, restriction and easement contained herein; and (b) to have been granted or 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 all of the lots of the Property and of 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 *[Signature]*
Title VICE PRESIDENT

By _____
Title _____

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney

June 16, 1993

W.O. # 9112517

EXHIBIT "A"

Common Driveway
Lots 1, 2 and 3 -- Tract 25486-2

That portion of Lot 2 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 38.18 feet wide, the Northerly line being described as follows:

BEGINNING at the Northwest corner of said Lot 2;

Thence N.89°40'00"E. along the Northerly line of said Lot 2, a distance of 250.00 feet to the termination of said line description.

The sidelines of said 38.18 foot wide strip of land shall be prolonged or shortened as to terminate in the Easterly line of Claridge Drive (Lot "D"), as shown on said Tract 25486-2.

The Southerly line of said strip of land being the Northerly line of said Lot 1.



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

Stephen M. O'Malley
Stephen M. O'Malley PLS NO. 4718

Date: 6/21/93

MWC/yb
leg:leg/gz3

DESCRIPTION APPROVAL 7/6/93
Walter R. Joyce by _____
SURVEYOR, CITY OF RIVERSIDE

for

