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WHEN RECORDED MAIL TO:

CITY CLERK
City of Riverside
3900 Main Street
Riverside, CA 92522

Project: PW-004-934
3365 14th Street
Riverside, CA 92501

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

MAY 11 1994

Recorded in Official Records
of Riverside County, California

Recorder

Fees \$

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**COVENANT AND AGREEMENT
FOR JOINT ACCESS**

This COVENANT AND AGREEMENT is made and entered into this 10th day of MAY, 1994, by WILLIAM B. RODIGER, EVERETT SPRIGGS, CHRISTI ANN KINKLE, GEORGE RANDOLPH KINKLE, and CARY MURRY KINKLE, hereinafter collectively called "Owner" with reference to the following facts:

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- A. Owner is the fee owner of the two parcels of real property (the "Property") located in the City of Riverside, County of Riverside, State of California, described as follows and hereinafter referred to as "Parcel 1" and "Parcel 2" respectively:

Parcel 1

That portion of Block 13, Range 3 of the Town of Riverside, as shown by Map on File in Book 7, Page 17 of Maps, Records of San Bernardino County, California, described as follows:

Beginning at the Southwesterly corner of said Block 13;
 Thence Southeasterly along the Southwesterly line of said Block 13, a distance of 55 feet to the Southwesterly corner of the land conveyed to Bouch H. Clanton, by Deed Recorded January 14, 1928 in Book 747 Page 481 of Deeds, Records of Riverside County, California;
 Thence Northeasterly along the Northwesterly line of said land conveyed to Bouch H. Clanton, 165 feet to the Northwesterly corner thereof;
 Thence Northwesterly along the Northwesterly prolongation of the northeasterly line of said conveyed to Bouch H. Clanton, a distance of 55 feet to the Southeasterly line of Lime Street;
 Thence Southwesterly along the Southeasterly line of said Lime Street, 165 feet to the point of beginning;

EXCEPTING THEREFROM that portion conveyed to the City of Riverside by Deed Recorded July 9, 1958 in Book 2298 Page 174 of Official Records of Riverside County, California.

ALSO EXCEPTING THEREFROM that portion conveyed to the City of Riverside, by Deed Recorded September 20, 1968 as Instrument No. 91150 of Official Records of Riverside County, California;

Parcel 2

That portion of Block 13, Range 3 of the Town of Riverside, as shown by map on file in Book 7, Page 17 of Maps, Records of San Bernardino County, California, described as follows:

Beginning at a point on the Northerly line of Fourteenth Street, a distance of 55.00 feet Easterly from the Southwest corner of said Block 13;

Thence Easterly on said Northerly line a distance of 110.00 feet;

Thence Northerly and parallel with the Easterly line of Lime Street, as shown on said map of the Town of Riverside, a distance of 165.00 feet;

Thence Westerly and parallel with said Northerly line of Fourteenth Street, a distance of 110.00 feet;

Thence Southerly and parallel with said Easterly line of Lime Street, a distance of 165.00 feet to the Point of Beginning.

EXCEPTING THEREFROM the Southwesterly 17.00 feet thereof, as conveyed to the City of Riverside by deeds recorded December 8, 1972 as Instrument No. 162881, and February 5, 1973 as Instrument No. 15526, both of Official Records of Riverside County, California.

The above described parcel of land contains 0.37 acres, more or less.

The two parcels hereinabove described share a common property line. Parcel 1 is known as 3393 Fourteenth Street and Parcel 2 is known as 3365-3377 Fourteenth Street.

B. Parcel 1 is presently developed with an existing office building located on the westerly side of said parcel. Owner desires to develop Parcel 2 by constructing an office building on the westerly side thereof. In order to develop Parcel 2, Owner has submitted an application for a parcel map waiver to the City of Riverside (hereinafter referred to as "City") to consolidate the existing two parcels comprising Parcel 2 into one parcel in Case PW-004-934.

C. Owner proposes to construct a one-way driveway from 14th Street onto Parcel 2 with traffic circulating in a northerly direction and then westerly across the easterly portion of Parcel 2 onto Parcel 1 and then exiting onto Lime Street. Two-way access to and from Lime Street will be allowed for the driveway on Parcel 1.

DESCRIPTION APPROVAL 4/22/84
Walter R. Jorg by _____
 SURVEYOR, CITY OF RIVERSIDE

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D. As a condition to the approval of the parcel map waiver for Parcel 2 in Case No. PW-004-934, City is requiring Owner to provide a joint access agreement satisfactory to the Planning and Legal Departments for ingress and egress. By this Covenant and Agreement, Owner desires to comply with that condition and provide a joint access agreement to ensure the construction and use of the driveway areas, as proposed on the grading plan for 3365-3377 14th Street.

NOW, THEREFORE, incorporating the above recitals and for the purpose of complying with one of the conditions imposed by the City of Riverside in Case No. PW-004-934, and in consideration of such approval, the Owner hereby covenants and agrees with the City of Riverside as follows:

1. There is hereby established over, along and across the following-described portion of Parcel 1, a nonexclusive easement for ingress and egress of motor vehicles for the use and benefit of and as an easement appurtenant to Parcel 2: The northerly 60 feet of Parcel 1.

2. There is hereby established over, along and across the following-described portion of Parcel 2, a nonexclusive easement for ingress and egress of motor vehicles for the use and benefit of and as an easement appurtenant to Parcel 1: The easterly 24 feet and the northerly 58 feet of Parcel 2.

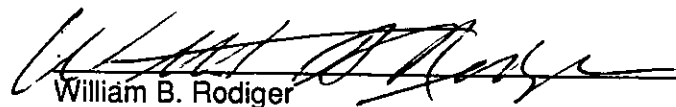
3. The easements hereinabove established shall include all rights necessary and proper for the construction, installation, maintenance, repair and use of a driveway area.

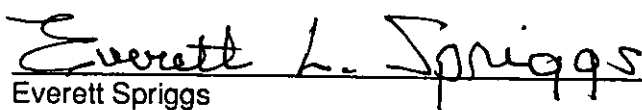
4. In the event Owner shall sell or convey either Parcel 1 or Parcel 2, Owner shall grant and reserve as is appropriate the private easements for ingress, egress described hereinabove; provided, however, in the event such conveyance does not specifically grant and reserve such easements, this Covenant and Agreement shall be deemed to have created and granted and reserved the necessary easements.

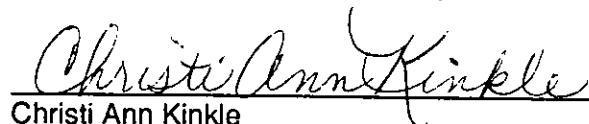
5. The terms and conditions of this Covenant and Agreement may be enforced by the City of Riverside or by an owner, lessee or occupant of Parcels 1 or 2. Should the City or any owner, lessee or occupant of either Parcel 1 or Parcel 2 bring an action to enforce the terms of this Covenant and Agreement, the prevailing party shall be entitled to court costs, including reasonable attorneys' fees.


6. This Covenant and Agreement shall run with the land and shall be binding upon Owner and its successors and assigns and shall continue in effect until such time as it is released by the Planning Director of the City of Riverside by a writing duly

IN WITNESS WHEREOF, "Owner" has executed this Covenant and Agreement on the day and year first above written.


William B. Rodiger

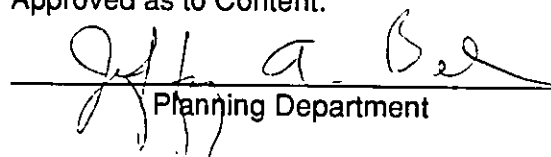

Everett Spriggs


Christi Ann Kinkle

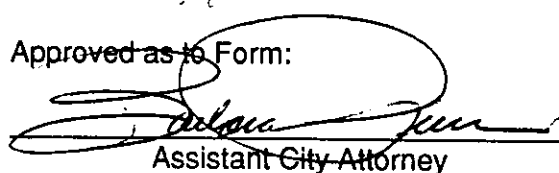

George Randolph Kinkle


Cary Murry Kinkle

Approved as to Content:


Planning Department

Approved as to Form:


Assistant City Attorney

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