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RECORDING REQUESTED BY:

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

AND WHEN RECORDED MAIL TO:

JUL 16 1998

CITY CLERK
CITY OF RIVERSIDE
CITY HALL, 3900 MAIN STREET
RIVERSIDE, CALIFORNIA 92522

Recorded in Official Records
of Riverside County, California
Recorder

Fees \$ 18-

PROJECT: TRACT MAP NO. 28728-1

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Space above This Line For Recorder's Use

**DECLARATION AND GRANT OF RECIPROCAL
EASEMENT FOR JOINT ACCESS
DRIVEWAY PURPOSES
FOR LOTS 22 AND 23**

This **DECLARATION AND GRANT OF RECIPROCAL EASEMENT FOR JOINT ACCESS DRIVEWAY PURPOSES FOR LOTS 22 AND 23** ("Easement"), dated this 8 day of June, 1998 (for reference purposes only), is made by **SANDA GROUP**, a California limited partnership, its heirs, successors and assigns ("Declarant").

RECITALS

A. Declarant is the fee owner of the following described real property located in the City of Riverside, County of Riverside, State of California ("Property"):

Lots 22 and 23 of Tract No. 28728-1, as shown by Map on file in Book 272, Pages 10 through 12, inclusive, of Maps, records of Riverside County, California.

DESCRIPTION ATTACHED 6/29/98
Walter R. Ayer by
CITY OF RIVERSIDE

[28728\ easement.68: 12/29/94]

C/A 612

- B. Declarant has filed with the City of Riverside ("City") an application to develop the Property as a part of a residential planned development subdivision, as defined in Civil Code Section 1351(k), consisting of 23 Residential Lots, 1 open space Common Area Lot, 1 Common Area Lot for private off-site access purposes and 2 Common Area Lots for private street purposes. This development shall be maintained and operated by an association of homeowners ("Association") governed by a Declaration of Covenants, Conditions, Restrictions and Easements which the Declarant intends to record in the Office of the County Recorder.
- C. Residential Lots 22 and 23 are adjacent to one another, and when developed and improved with single family dwellings, will share a common driveway. The common driveway area is shown on Exhibit "A", attached hereto and shall hereinafter be referred to as the "Easement Area".
- D. The Declarant desires to establish certain reciprocal rights of access over the Easement Area for the Owners of the adjacent Lots sharing the Easement Area ("Adjacent Owners").
- E. In order to ensure joint access for construction purposes, for general vehicular and pedestrian access, drainage, utility and other infrastructure services for the Adjacent Owners, Declarant desires to create and reserve herein a nonexclusive easement on, over and across the Easement Area.
- F. The Declarant desires that the easement created herein continue in perpetuity and be binding upon all future Owners of the Property, their heirs, assigns and/or successors-in-interest.

NOW, THEREFORE, in consideration of the foregoing recitals, Declarant hereby expressly creates, reserves and grants the following nonexclusive easement and agrees as follows:

1. **GRANT OF EASEMENT.** Declarant hereby expressly creates, reserves and grants the Adjacent Owners a non-exclusive reciprocal easement for ingress, egress and access in, on, over and across the Easement Area. That portion of the Easement Area located on Lot 22 shall be for the use and benefit of and as an easement appurtenant to Lot 23; and that portion of the Easement Area on Lot 23 shall be for the use and benefit of and as an easement appurtenant to Lot 22.

2. **DESCRIPTION OF EASEMENT.** The easement created, reserved and granted herein is a nonexclusive right of access for vehicular and pedestrian ingress, egress, construction, maintenance, installation and repair of paved driveway, drainage, utility and other infrastructure services on, over, across, in and to the Easement Area.

3. **TERM OF EASEMENT.** The easement created, reserved and granted herein and all of the terms and provisions set forth herein will become effective on the date this Grant of Easement is recorded in the Office of the County Recorder of said County. The easement will remain in full force and effect in perpetuity.

4. **NON-EXCLUSIVE RECIPROCAL EASEMENT.** The Easement granted herein is reciprocal in nature and is not exclusive, and does not, therefore, restrict either Adjacent Owners' use of the easement so long as each Adjacent Owners' use does not interfere with one another's use.

5. **MAINTENANCE AND REPAIR OF EASEMENT.** The easement created, reserved and granted herein includes incidental rights of maintenance, repair, and replacement. The Adjacent Owners shall be jointly and equally responsible for the maintenance, repair and replacement of all improvements constructed on the Easement Area.

6. **ARBITRATION.** Any dispute between the parties to this Agreement shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. If the controversy is referred to arbitration, any fee to initiate arbitration shall be paid by the Declarant, but the cost of arbitration shall ultimately be borne as determined by the arbitrator.

7. **ATTORNEY'S FEES.** In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

8. **BINDING EFFECT.** This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Declarant and the Adjacent Owners.

9. **NOTICE.** Declarant, by recordation of this Easement, prior to or concurrently with the recordation of the Map for Tract No. 28728-1, hereby gives notice to all prospective buyers of any Lot of the Property that the Property shall be subject to the foregoing terms and conditions.

10. **ENTIRE AGREEMENT.** This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by both parties and recorded in the Office of the County Recorder of said County.

IN WITNESS WHEREOF, Declarant has caused this Easement to be executed the day and year written below.

DECLARANT:

SANDA GROUP, a California limited partnership

BY: HANDA DEVELOPMENT CORPORATION
a California corporation, its general partner

X *[Signature]*
By: MEI-JEN L. HONG
its: President

APPROVED AS TO FORM
[Signature]
ASST. CITY ATTORNEY

DATED: June 8, 1998

STATE OF CALIFORNIA)
COUNTY OF Riverside) ss.

On June 8, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared:

Mei-Jen L. Hong

~~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.

(SEAL)



[Signature]
Notary Public

EXHIBIT A

RECIPROCAL EASEMENT FOR JOINT ACCESS DRIVEWAY

PURPOSES FOR LOTS 22 & 23

