

268458

When recorded, mail to  
CITY OF RIVERSIDE  
3900 Main St.  
Riverside, CA 92522  
Attn: City Engineer

RECEIVED FOR RECORD  
30 Min. Past 3 o'clock P.M.  
At Request of  
Chicago Title Ins. Co.  
Book 1983, Page 268458  
DEC 28 1983  
Recorded in Official Records  
of Riverside County, California  
William E. Parnley  
Recorder  
Fees

COVENANT AND AGREEMENT  
FOR MUTUAL DRIVEWAY ACCESS

(Parcel Map 17402)

THIS COVENANT AND AGREEMENT is made and entered into this  
day of June 23, 1983 by THIRD STREET BUSINESS CENTER, a  
California partnership, the fee owner of the following described  
real property located in the City of Riverside, County of Riverside,  
State of California:

Parcels 1, 2, 3, 4, 5 and 6 of Parcel Map 17402  
per map recorded in Book 119 of Parcel Maps,  
at pages 30 & 51 thereof, Records of Riverside  
County, California.

For the purpose of complying with one of the conditions imposed  
by the City of Riverside for the approval of Parcel Map 17402, the  
undersigned, for itself, its successors and assigns, hereby covenants  
and agrees with the City of Riverside as follows:

1. There are hereby established in, over, along and across  
the common property lines of Parcels 1 and 2, of Parcels 3 and 4, and  
of Parcels 5 and 6, common, private driveways and mutual, reciprocal  
and nonexclusive easements for ingress and egress described as follows  
to permit unrestricted access to Trade Center Drive, a public street,  
by way of each said easement:

(a) For the common, 25-foot wide driveway between

Parcels 1 and 2:

(1) For the use and benefit of and as an  
easement appurtenant to Parcel 1, the southerly 12.50  
feet of Parcel 2 as above described.

(2) For the use and benefit of and as an  
easement appurtenant to Parcel 2, the northerly 12.50  
feet of Parcel 1 as above described.

DESCRIPTION APPROVAL  
George K. Kitchin, Mayor  
7/13/83

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(b) For the common, 25-foot wide driveway between

Parcels 3 and 4:

(1) For the use and benefit of and as an easement appurtenant to Parcel 3, the westerly 12.50 feet of Parcel 4 as above described.

(2) For the use and benefit of and as an easement appurtenant to Parcel 4, the easterly 12.50 feet of Parcel 3 as above described.

(c) For the common, 25-foot wide driveway between

Parcels 5 and 6:

(1) For the use and benefit of and as an easement appurtenant to Parcel 5, the northerly 12.50 feet of Parcel 6 as above described.

(2) For the use and benefit of and as an easement appurtenant to Parcel 6, the southerly 12.50 feet of Parcel 5 as above described.

2. In the event the undersigned, its successors or assigns shall sell, convey or lease any or all of the above-noted parcels, it shall at the time of such conveyance or lease (a) grant to the grantee or lessee of the property so conveyed or leased an easement for and right of joint use of that portion of the applicable common driveway above-described located on the adjacent parcel which is being retained in ownership, and (b) reserve for itself and its successors or assigns for and right of joint use of that portion of the common private driveway which is located on the parcel being conveyed or leased.

3. The maintenance of the improvements constructed on any of the three common private driveways above described shall be borne equally between the fee owners of the two parcels upon which the subject driveway to be improved or repaired is located.

4. The undersigned, its successors and assigns shall defend, indemnify and hold harmless the City of Riverside, its officers and employees from and against any and all claims, demands, suits or actions for personal injury, including death, or property damage arising out of or incurred as a result of the construction and maintenance of the driveway facilities to be constructed on said private mutual easements.

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5. The City of Riverside shall have the right to enforce this Covenant and Agreement. Should the City of Riverside bring any action to enforce the terms of this Covenant and Agreement, the undersigned, its successors and assigns hereby agree to pay the City of Riverside said City's court costs including reasonable attorneys' fees.

6. This Covenant and Agreement shall run with the land and shall be binding upon the undersigned, its successors and assigns, and shall continue in effect until such time as released by the City Council of the City of Riverside.

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

THIRD STREET BUSINESS CENTER,  
a General Partnership

By: SOUTHERN CALIFORNIA INVESTMENT &  
DEVELOPMENT COMPANY, a General  
Partnership, as a general partner

By: [Signature]  
Steven C. Robertson  
General Partner

By: IN-CO INVESTMENTS, a General  
Partnership, as a general partner

By: [Signature]  
Darrell Clendenen  
General Partner

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )SS.

On June 24, 1983, before me, the undersigned, a Notary Public in and for said County and State personally appeared DARRELL CLENDENEN known to me (or proved to me on the basis of satisfactory evidence) to be the partner of IN-CO INVESTMENTS, a California general partnership that executed the within instrument on behalf of said partnership, said partnership being known to me to be one of the partners of THIRD STREET BUSINESS CENTER, a California general partnership the partnership that executed the the within instrument and acknowledged to me that such partnership executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

[Signature]  
Cynthia Leeger-Patton



STATE OF CALIFORNIA )  
COUNTY OF ORANGE )SS.

On June 28, 1983, before me, the undersigned, a Notary Public in and for said County and State personally appeared STEVEN C. ROBERTSON known to me (or proved to me on the basis of satisfactory evidence) to be the partner of SOUTHERN CALIFORNIA INVESTMENT & DEVELOPMENT COMPANY, a California general partnership that executed the within instrument on behalf of said partnership, said partnership being known to me to be one of the partners of THIRD STREET BUSINESS CENTER, a California general partnership the partnership that executed the within instrument and acknowledged to me that such partnership executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

[Signature]  
Linda Wilson



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