

WHEN RECORDED MAIL TO:

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

Project: LL-P06-0185
College Ave. & Carmine St.
APN: 141-143-035 & 036

DOC # 2007-0320116

05/14/2007 08:00A Fee:34.00

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Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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COVENANT AND AGREEMENT
AND SEWER EASEMENT

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508

THIS COVENANT AND AGREEMENT AND SEWER EASEMENT is made and entered into this 7th day of May, 2007, by **EDUARDO R. BROCKMAN, a married man, as his sole and separate property**, ("Declarant") with reference to the following facts.

A. Declarant is the fee owner of the real property (the "Property") consisting of two parcels (respectively, "Parcel 1" and "Parcel 2") situated in the City of Riverside, County of Riverside, State of California, described in Exhibit "A" which is attached hereto and incorporated herewith.

B. On November 3, 2006, as instrument no. 2006-0812205, Declarant recorded a Certificate of Compliance for Lot Line Adjustment ("Lot Line Adjustment") for LL Case No. P06-0185, which divided the Property into two parcels, Parcel 1 and Parcel 2.

C. Parcel 1 has an existing house with sewer. Parcel 2 also has an existing house with sewer.

D. The Lot Line Adjustment created the need to establish an easement for sanitary sewer facilities for the benefit of Parcel 2 over Parcel 1 since the current sewer line servicing Parcel 2 is over Parcel 1.

E. Declarant intends by this document to impose upon the Property mutually beneficial restrictions, conditions, covenants and agreements for the benefit of the Property and the improvements constructed thereon or to be constructed thereon, and the future owners of each of the Parcels of the Property, and for the same purpose to grant and reserve easements over portions of the Property described below.

CIA 1005

NOW, THEREFORE, in order to comply with the condition imposed by the City, Declarant hereby declares that the Property is, and shall hereafter be, held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the following covenants, conditions, restrictions and easement, all of which are declared and agreed to be for the purpose of maintaining and protecting the Property.

1. Creation of Easements. Declarant hereby establishes, grants and reserves a private non-exclusive 20 foot sanitary sewer easement as required, and all rights deemed reasonable and necessary therefore, over the easterly 20 feet of Parcel 1 as shown and depicted in Exhibit "B" for the use and benefit of Parcel 2.

2. Maintenance of Sanitary Sewer Facilities. The owner of Parcel 2 shall be responsible for the routine maintenance and timely repair of the sewer easement facilities including that portion of such line lying within the easement area above-described. Prior to commencement of any work necessary for the inspection, maintenance or repair of the sanitary sewer facilities, the owner of Parcel 2 shall notify the owner of Parcel 1 that such work is necessary and the owner of Parcel 1 shall not unreasonably withhold approval for commencement of the work within the sewer easement area. The owner of Parcel 2, upon completion of any work related to the maintenance or repair of the sewer facilities, shall remove all tools, equipment, machinery, vehicles, materials and supplies used in the performance of the work and all waste materials and debris resulting therefrom, and with the exception of existing vegetation, return the sewer easement area to a condition, as near a possible, as existed prior to the commencement of work. Further, Parcel 1 is at all times prevented from placing, installing and/or constructing any structures (other than a carport and driveway) trees, or deep root landscaping over the easement area.

3. Non-Merger. This Covenant and Agreement and Sewer Easement shall not be subject to the doctrine of merger, even though the underlying fee ownership of the parcels described herein is or will be vested in one party or entity.

4. Enforcement. The provisions of this Covenant and Agreement and Sewer Easement shall be enforceable at law and in equity by Declarant, each successive owner of any Parcel of the Property, and the City. In the event of any legal or equitable proceeding for the enforcement of or to restrain the violation of this Covenant and Agreement or any provision thereof, the prevailing party therein shall be entitled to reasonable attorneys' fees in addition to any other cost to which said party may be entitled. The failure of Declarant, any owner, or the City to enforce any provision of this Covenant and Agreement shall in no event be deemed to be a waiver of the right to do so thereafter not of the right to enforce any other provision.

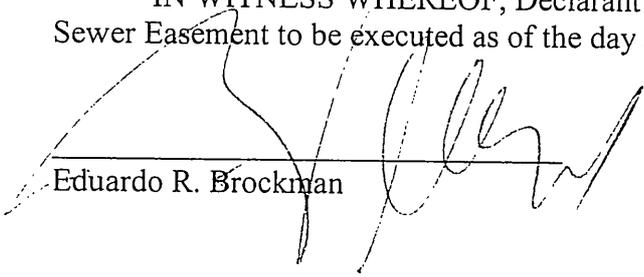
5. Covenant Running with Land. This Covenant and Agreement and Sewer Easement shall run with the land and shall be binding upon Declarant and Declarant's heirs, successors and assigns, and shall continue in effect until such time as released by the Public Works Director of the City by a writing duly recorded



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IN WITNESS WHEREOF, Declarant has caused this Covenant and Agreement and Sewer Easement to be executed as of the day and year first written above.

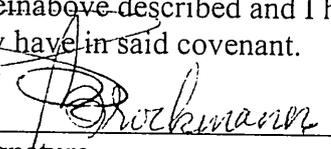


Eduardo R. Brockman

SPOUSAL COMMUNITY RIGHTS IN THE COVENANT AND AGREEMENT

Dated 5-7-07

I am the spouse of EDUARDO R. BROCKMAN, and I hereby consent and join in the covenant hereinabove described and I hereby release and quitclaim any community property interest that I may have in said covenant.



*Signature

SILVIA BROCKMANN
Printed Name

*Signature must be notarized.

APPROVED AS TO FORM



Kristi J. Smith
Supervising Deputy City Attorney

APPROVED AS TO CONTENT



Ken Strout
Public Works Department



EXHIBIT "A"

*BROCKMAN
LOT LINE ADJUSTMENT
COLLEGE & CARMINE*

That certain real property, located in the City of Riverside, Riverside County California, described as follows:

PARCEL 1

Lot 33 *together with* Lot 34 of La Sierra Casa Tract, as shown by map on file in Book 12, Page 59 of Maps, records of Riverside County, California;

EXCEPTING THEREFROM that portion of said Lots 33 and 34 lying northerly of a line that is parallel with and distant 90.50 feet northerly, as measured at right angles from the southerly line of said Lots 33 and 34;

ALSO EXCEPTING THEREFROM that portion of said Lots 33 and 34 described as follows:

BEGINNING at the southeasterly corner of said Lot 34;

THENCE South 79°32'30" West, along the southerly line of said Lot 34 and along the southerly line of said Lot 33, a distance of 90.30 feet to the southwesterly corner of said Lot 33;

THENCE North 12°36'30" West, along the westerly line of said Lot 33 and along the westerly line of Lot 19 of said La Sierra Casa Tract, a distance of 180.13 feet to the northerly line of the southerly 30.00 feet of said Lot 19;

THENCE North 79°32'30" East, along said northerly line, a distance of 10.01 feet to a line that is parallel with and distant 10.00 feet easterly, as measured at right angles, from said westerly line of Lots 19 and 33;

THENCE South 12°36'30" East, along said parallel line, a distance of 155.67 feet;

THENCE South 56°32'00" East, a distance of 20.81 feet to a line that is parallel with and distant 10.00 feet northerly, as measured at right angles, from said southerly line of Lots 33 and 34;

THENCE North 79°32'30" East, along said last described parallel line, a distance of 66.22 feet to the easterly line of said Lot 34;

THENCE South 10°27'30" East, along said easterly line, a distance of 10.00 feet to the POINT OF BEGINNING.



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PARCEL 2

Lot 33 together with Lot 34 and the southerly 30.00 feet of Lots 19 and 20, all of La Sierra Casa Tract, as shown by map on file in Book 12, Page 59 of Maps, records of Riverside County, California;

EXCEPTING THEREFROM that portion of said Lots 33 and 34 lying southerly of a line that is parallel with and distant 90.50 feet northerly, as measured at right angles from the southerly line of said Lots 33 and 34;

ALSO EXCEPTING THEREFROM that portion of said Lots 19 and 33, described as follows:

BEGINNING at the southeasterly corner of said Lot 34;

THENCE South 79°32'30" West, along the southerly line of said Lot 34 and along the southerly line of said Lot 33, a distance of 90.30 feet to the southwesterly corner of said Lot 33;

THENCE North 12°36'30" West, along the westerly line of said Lot 33 and along the westerly line of Lot 19 of said La Sierra Casa Tract, a distance of 180.13 feet to the northerly line of the southerly 30.00 feet of said Lot 19;

THENCE North 79°32'30" East, along said northerly line, a distance of 10.01 feet to a line that is parallel with and distant 10.00 feet easterly, as measured at right angles, from said westerly line of Lots 19 and 33;

THENCE South 12°36'30" East, along said parallel line, a distance of 155.67 feet;

THENCE South 56°32'00" East, a distance of 20.81 feet to a line that is parallel with and distant 10.00 feet northerly, as measured at right angles, from said southerly line of Lots 33 and 34;

THENCE North 79°32'30" East, along said last described parallel line, a distance of 66.22 feet to the easterly line of said Lot 34;

THENCE South 10°27'30" East, along said easterly line, a distance of 10.00 feet to the POINT OF BEGINNING.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Brian G. Esgate 3/15/2006
Brian G. Esgate, R.C.E. No. 21884 Date
License Expires 9-30-2007



DESCRIPTION APPROVAL

BY: *Mark S. Brown* 9/19/2006
DATE

FOR MARK S BROWN
CITY SURVEYOR



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EXHIBIT "B"

Sewer Easement Area

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

That portion of Lot 34 of La Sierra Casa Tract, as shown by map on file in Book 12, Page 59 of Maps, records of Riverside County, California, described as follows:

BEGINNING at the southeasterly corner of said Lot 34;

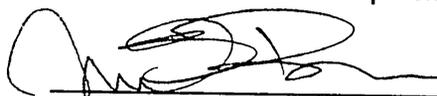
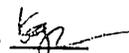
THENCE South $79^{\circ}32'30''$ West, along the southerly line of said Lot 34, a distance of 20.00 feet to a line that is parallel with and distant 20.00 feet westerly, as measured at right angles, from the easterly line of said Lot 34;

THENCE North $10^{\circ}27'30''$ West, along said parallel line, a distance of 90.50 feet to the southerly line of Parcel 2 as described in City of Riverside Certificate of Compliance recorded November 03, 2006, per Document No. 2006-0812205 of Official Records of Riverside County, California;

THENCE North $79^{\circ}32'30''$ East, along said southerly line, a distance of 20.00 feet to the easterly line of said Lot 34;

THENCE South $10^{\circ}27'30''$ East, along said easterly line, a distance of 90.50 feet to the POINT OF BEGINNING.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

 5/4/07 Date Prep. 
Mark S. Brown, L.S. 5655
License Expires 9/30/07



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