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 Page 1 of 7
 Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder



WHEN RECORDED MAIL TO:

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

Project: PM 36314

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COVENANT AND AGREEMENT AND
 DECLARATION OF RESTRICTIONS
 AND SEWAGE EASEMENT



THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 14th day of June, 2011, by **ALBA GOOD and GUILLERMO LANDAVERDE, wife and husband as tenants in common** ("Declarants"), with reference to the following facts:

A. Declarants are the fee owners of the following described real property situated in the City of Riverside, County of Riverside, State of California, hereinafter referred to as Parcel Map 36314 ("PM 36314") more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference.

B. PM 36314 consists of approximately 9.15 acres which are or will be subdivided into 2 parcels.

C. Declarants desire to improve and develop the parcels contained within PM 36314. In connection with that development, Declarants will submit to the City of Riverside ("City") certain building plans for PM 36314, which will propose that a sewer line shall be constructed across parcel 1 for the benefit of parcel 2.

D. Declarants desire to create an easement across parcel 1 for the sewer line.

E. As a condition for the acceptance of Declarants' final parcel map for PM 36314 and the issuance of a future building permit, City is requiring that an agreement be executed and recorded for a sewer easement to provide for a sewer line across parcel 1 for the benefit of parcel 2 within PM 36314 and to provide for the maintenance of the sewer line by the recording of a covenant.

F. Declarants desire to provide for the sewer line across parcel 1 and are willing to record this Covenant and Agreement and Declaration of Restrictions and Sewer Easement ("Covenant") to put future owners and successors-in-interest on notice of such conditions, restrictions and easement.

CIA 116

NOW, THEREFORE, for the purposes of complying with the conditions imposed by the City under PM 36314, and for the issuance of a future building permit, Declarants hereby covenant and agree with the City that the following restrictions shall apply:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated into this Covenant by reference.

2. Construction of Sewer Line. Declarants shall construct or cause to be constructed a sewage line across parcel 1 which shall be located at approximately five feet from the north boundary of parcel 1, as depicted on the plat map attached hereto as Exhibit "A" and incorporated herein by reference.

3. Easement and Acceptance of Sewer Line. Declarants, as owners of all parcels within PM 36314, for themselves and their heirs, successors and assigns, hereby grant, convey and accept an easement for Sewer Line over, along and across parcel 1 of PM 36314 as indicated hereinabove in paragraph 2.

4. Noninterference with Sewer Line. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken within parcel 1 of PM 36314 which may damage, interfere with, or obstruct, maintenance of the Sewer Line.

5. Maintenance of Sewer Line. Declarants shall continuously maintain, and repair if necessary, the Sewer Line; and this obligation for maintenance and repair shall be borne by the heirs, successors and assigns of Declarants.

6. Release. Declarants and their respective heirs, successors and assigns, hereby release City, its officers and employees from any and all claims, demands, suits or other actions that they may now or in the future have arising out of or incurred as a result of the Sewer Line backing up, flowing over, or remaining on the parcels, whether due to natural cause or misuse. Declarants and their respective heirs, successors and assigns, waive any and all rights and benefits which they now have, or in the future may have, conferred upon them by virtue of the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

In this connection, Declarants agree, represent and warrant that they are familiar with, have read, and understand Civil Code Section 1542, and Declarants realize and acknowledge that factual matters now unknown to them may have given, or may hereafter give rise to claims, which are presently unknown, unanticipated and unsuspected. Declarants further agree, represent and warrant that this release has been negotiated and agreed upon in light of such realization and that Declarants nevertheless intend to release, discharge, and acquit City from any such unknown claims which are in any way related to water flooding, flowing over, or remaining on the parcels whether due to

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natural surface water or storm water runoff or the construction or maintenance of the drainage facilities/swales described above and the diversion of drainage waters into such facilities/swales.

7. Enforcement. The provisions of this Covenant shall be enforceable at law or in equity by the City, its successors or assigns. Should the City bring an action to enforce the terms of the Covenant, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees, and reasonable costs of suit. The failure of City to enforce any provision of this Covenant shall in no event be deemed to be a waiver of the right to do so thereafter nor the right to enforce any other provision hereof.

8. Run with the Land. This Covenant shall run with the land and each and all of its terms shall be binding upon Declarants, their heirs, successors and assigns, and shall continue in effect until such time as released by the Public Works Director of the City of Riverside, California, by a writing duly recorded.

9. Non merger. This Covenant shall not be subject to the doctrine of merger, even though the underlying fee ownership of the parcels in PM 36314 described herein, are vested in one party or entity.

FURTHER, Declarants hereby represent and warrant that they have the legal power, right and actual authority to subject their property to the restrictions, terms and conditions stated herein.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Declarants have caused this Covenant to be executed as of the day and year first written above.



By: Alba Good, Owner



By: Guillermo Landaverde, Owner

APPROVED AS TO FORM:



Name:
Deputy City Attorney

APPROVED AS TO CONTENT:



Name: Kevin Marstall, PE
Public Works Department

STATE OF) California
COUNTY OF Riverside)

On June 14th, 2011, before me, Melissa Lazio, Notary Public, personally appeared Guillermo Landaverde & Alba Good, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Melissa Lazio (SEAL)
Notary Public Signature



STATE OF)
COUNTY OF)

On _____, before me, _____, Notary Public, personally appeared _____, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (SEAL)

EXHIBIT A

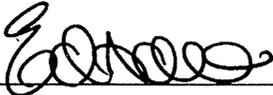
In the City of Riverside, County of Riverside, State of California;

The northwesterly 10.00 feet of Lot 3, Block 30 of Arlington Heights, per map recorded in Book 11, pages 20 and 21 of Maps, records of San Bernardino County.

Excepting the northeasterly 318.58 feet.

Also excepting that portion lying southwesterly of the northeasterly line of that certain street and highway easement per document recorded July 7, 2005 as Instrument No. 2005-0544649, Official Records of Riverside County.

Prepared by me or under my direction:

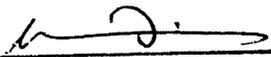


Edy P. Adkison, PLS 5390
Expiration 9-30-2012

6-14-2011

Date

DESCRIPTION APPROVAL.

BY:  6/15/11
DATE

FOR: MARK S. BROWN
CITY SURVEYOR

C/A 1161

EXHIBIT A

SHEET 1 OF 1

TRACT 4278
MB 72 / 61-62

42

41

40

39

38

37

36

N55°59'23"E

637.16'

318.58'

318.58'

10'

SEWER EASEMENT

44'

ARLINGTON

HEIGHTS

MB 11 / 20-21

SBCo.

BLOCK 30

LOT 3

PARCEL MAP

NO. 36314

PARCEL 1

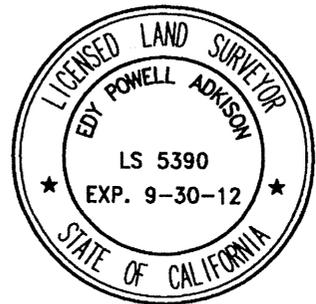
PARCEL 2

NE'LY LINE OF STREET & HIGHWAY
EASEMENT PER INST NO.
2005-0544649, JULY 7, 2005, O.R.

JACKSON STREET



1"=100'



90'

VICTORIA AVENUE

90'

PLANS PREPARED BY:

adkan
ENGINEERS
CMI Engineering · Surveying · Planning
6820 Airport Drive, Riverside, CA 92504
Tel (951) 888-0241 Fax: (951) 888-0599

SCALE: 1"=100'

JOB NO. 7866

DATE: 6-14-2011

CLIENT: ALBA GOOD

APPROVED BY:

6-14-2011

EDY P. ADKISON L.S. 5390

SEWER EASEMENT
PORTION LOT 3, BLOCK 30
ARLINGTON HEIGHTS

C/A 11/6/11