

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

CITY CLERK
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

Project: Parcel Map 25460

145758

RECEIVED FOR RECORD
AT 1:00 O'CLOCK

APR 23 1992

Recorded in Official Records
of Riverside County, California

Recorder

Fees \$ 17-

W. R. Joyce

17/4

COVENANT AND AGREEMENT
ESTABLISHING A NONEXCLUSIVE PRIVATE SEWER EASEMENT

THIS COVENANT AND AGREEMENT is made and entered into this 20th day of NOVEMBER, 1991, by MICHAEL D. DAVIS, an unmarried man, (hereinafter referred to as "Declarant") with reference to the following facts:

A. Declarant is the fee owner of the following described real property located in the City of Riverside, County of Riverside, State of California, and hereinafter referred to as "Parcel 1" and "Parcel 2" respectively:

DESCRIPTION APPROVAL 11/27/91
by Walter R. Joyce
SURVEYOR, CITY OF RIVERSIDE

Parcel 1

Parcel 1 of Parcel Map 25460 as shown by map on file in Book 175, pages 28 and 29 of Parcel Maps, records of Riverside County, California.

Parcel 2

Parcel 2 of Parcel Map 25460, as shown by map on file in Book , Pages and of Parcel Maps, records of Riverside County, California.

Parcels 1 and 2 are adjoining lots. Parcel 1 is located at the southeasterly intersection of Nixon Drive and Washington Street. Parcel 2 lies easterly of Parcel 1.

B. Declarant desires to improve and develop Parcels 1 and 2 by constructing on each lot a single-family residence. A public sewer is located in Washington Street adjacent to Parcel 1. Declarant desires to connect both Parcels 1 and 2 to said sewer main. To permit the connection of Parcel 2 to the sewer main, Declarant proposes to install a sewer lateral across in the rear portion of Parcel 1 to Parcel 2.

C. The City of Riverside (hereinafter referred to as "City") as a condition to the approval of Parcel Map No. 25460 is requiring the Declarant to execute and record a Covenant and Agreement establishing a ten (10) foot wide private sewer easement across the rear portion of Parcel 1 for the use and benefit of and as an easement appurtenant to Parcel 2.

NOW, THEREFORE, incorporating the above recitals, and for the purpose of complying with a condition imposed by the City for the approval of Parcel Map No. 25460, Declarant hereby covenants and agrees with the City and declares that Parcels 1 and 2 are, and shall hereafter be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the following covenants, conditions, restrictions, and easements:

1. There is hereby established and granted over, along and across the following described portion of Parcel 1 a ten (10) foot wide nonexclusive private sewer easement for the use and benefit of and as an easement appurtenant to Parcel 2:

A portion of Lot 19 in Block 1 of Orange Acres as shown by map on file in Book 13 at Page 7 of Maps, records of Riverside County, California, further identified as a portion of Parcel 1 of Parcel Map 25460, on file in Book 175, at Pages 28 and 29, of Parcel Maps, records of Riverside County, California, being more particularly described as follows:

The southeasterly 10.00 feet of said Parcel 1, as measured at right angles from the southeasterly line thereof, shown on said Parcel Map as having a bearing of North 56°06'54" East and a length of 82.00 feet, the northwesterly sideline of such strip being prolonged or foreshortened so as to terminate in the boundary lines of said Parcel 1.

The private nonexclusive easement herein established and granted shall include all rights necessary and proper for the construction, installation, maintenance, replacement, repair or use of a private sewer line and for ingress and egress in connection therewith.

2. In the event the Declarant shall sell or convey either parcel, Declarant shall grant or reserve as is appropriate the ten-foot-wide private sewer easement above described.

3. Declarant, and each successive owner of Parcels 1 and 2, hereby releases City and its officers and employees from any and all claims, demands, suits or actions that Declarant or his

heirs, successors or assigns may now or in the future have arising out of the construction, installation, maintenance, replacement, repair or use of the private sewer line across Parcel 1. Declarant, for himself and his heirs, successors and assigns as to Parcels 1 and 2 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, Declarant agrees, represents and warrants that he is familiar with, has read, and understood Civil Code Section 1542, and he realizes and acknowledges that factual matters now unknown to him may have given, or may hereafter give rise to claims, which are presently unknown, unanticipated and unsuspected, and the Declarant further agrees, represents and warrants that this release has been agreed upon in light of this realization and that Declarant nevertheless intends to release, discharge, and acquit the City from any such unknown claims which are in any way related to the private sewer line easement herein established and granted.

4. The provisions of this Covenant and Agreement shall be enforceable at law or in equity by Declarant, and each successive owner or occupant of Parcel 2, 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 hereof, the prevailing party therein shall be entitled to reasonable attorneys' fees in addition to any other costs to which each party is entitled therein. The failure of Declarant, any owner or occupant, 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 nor of the right to enforce any other provision herein.

5. This Covenant and Agreement establishes a nonexclusive private sewer easement and said easement may be secondarily used for installation and maintenance of a domestic water lateral, television cable and/or telephone service, so long as there is no interference with the private sewer line located therein.

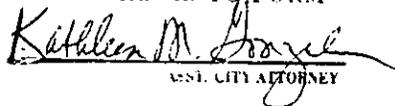
6. Any person who now or hereafter owns or acquires any right, title or interest in or to either Parcel 1 or Parcel 2 shall be deemed to have consented and agreed to every covenant, condition, restriction and easement contained herein, and to have granted or be subject to the private sewer easement established and granted hereinabove whether or not any reference to this Covenant and Agreement is contained in the instrument by which said person acquired an interest in either parcel.

7. This Covenant and Agreement shall run with the land and shall be binding upon the Declarant, his heirs, successors and assigns and shall not be amended, modified or terminated without the express written consent of the City Council of the City of Riverside duly recorded.

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


MICHAEL D. DAVIS

APPROVED AS TO FORM


KATHLEEN M. BOYLE
CITY ATTORNEY

KG/3270A/sb
7/31/91
9/30/91/sb

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.

On this 20 day of NOVEMBER, 1991, before me,
Marlene Kelly, the undersigned Notary
Public, personally appeared Michael D. Davis,

/X/ personally known to me

/ / proved to me on the basis of satisfactory
evidence

to be the person(s) whose name(s) is subscribed to the
within instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.



Marlene Kelly
Notary's Signature