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WHEN RECORDED MAIL TO:

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

Project: Parcel Map 24259

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

AUG - 3 1992

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$

COVENANT AND AGREEMENT
ESTABLISHING EASEMENTS FOR DRAINAGE AND SEWER

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THIS COVENANT AND AGREEMENT is made and entered into this 27th day of July, 1992, by JERRY S. DRAPER and JANE E. DRAPER, husband and wife ("Declarants") with reference to the following facts:

A. Declarants are the fee owners of the two parcels ("Parcel 1" and "Parcel 2", respectively) of the real property (collectively the "Property") located in the City of Riverside, County of Riverside, State of California, described as follows:

Parcels 1 and 2 of Parcel Map 24259, as shown by map on file in Book 158 of Parcel Maps, at pages 6 and 7 thereof, records of Riverside County, California.

Parcel 1 of Parcel Map 24259 bears the street address of 4415 Sacramento Street, and Parcel 2 of Parcel Map 24259 bears the street address of 4410 Sacramento Street.

B. Parcel 1 and Parcel 2 are each developed with a single family residence. Parcel 1 is served by a sewer lateral which crosses under the driveway of Parcel 2 and connects to a sewer main in a 16-foot public sewer and storm drain easement adjacent to Parcel 2. A portion of the surface water and storm water ("drainage waters") from Parcel 2 flows onto the southwesterly portion of Parcel 1 where there is located a 12" x 12" catch basin. A portion of the drainage waters from Parcel 1 and Parcel 2 enter into the catch basin and are carried by an 8-inch underground drainage line located on the southwesterly portion of Parcel 1 and the southerly portion of Parcel 2 to a 14-inch under-sidewalk drain outlet located on the public right of way of Snowberry Street.

C. As a condition of the release of the improvement security posted by Declarants with the City of Riverside (the

"City") in connection with Parcel Map 24259, Declarants must establish a sewer easement across Parcel 2 for the use and benefit of Parcel 1, to accept on Parcel 1 the drainage waters from Parcel 2, and to establish an easement on Parcel 2 to transmit the drainage waters from Parcels 1 and 2 by way of an 8-inch storm drain extending from the 12-inch by 12-inch catch basin located on Parcel 1 to a public under-sidewalk drain.

D. Declarants intend by this document to comply with the conditions above noted imposed by the City and to impose upon the Property mutually beneficial restrictions, conditions, covenants and agreements for the benefit of the Property and the improvements 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.

NOW, THEREFORE, Declarants hereby declare that the Property is and hereafter shall be held, conveyed, transferred, mortgaged, encumbered, leased, rented, used, occupied, sold and further improved subject to the following declarations, limitations, covenants, conditions, restrictions and easements, all of which are imposed as equitable servitudes pursuant to a general plan for the development of the Property for the purpose of enhancing and protecting the value and attractiveness of the Property, and each parcel thereof, in accordance with the plan for the improvement of the Property, and to comply with certain conditions imposed by the City related to Parcel Map 24259. All of the covenants, conditions, limitations, restrictions and easements shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any right, title, or interest in the Property or either parcel thereof, and shall be binding and inure to the benefit of each successor and assignee in interest of each such party. Any conveyance, transfer, sale, assignment, lease or sublease made by Declarants of a parcel of the Property shall be and hereby is deemed to incorporate by reference all of the provisions of this Covenant and Agreement, including, but not limited to, all of the covenants, conditions, restrictions, limitations, grants of easement, rights, right of way and equitable servitudes contained herein.

1. Sanitary Sewer Easement. Declarants hereby establish and grant a nonexclusive easement for the construction, installation, use, repair, maintenance and replacement of an 8-inch sanitary sewer over, under and across the following portion of Parcel 2 for the use and benefit of and as an easement appurtenant to Parcel 1:

An 8-foot strip of land within Parcel 2 of Parcel Map 24259, as shown by map on file in Book 158 of Parcel Maps, at pages 6 and 7 thereof, records of Riverside County, the centerline of said strip being described as follows:

Commencing at the most northerly corner of said Parcel 2;
 Thence along the northeasterly line of said Parcel 2,
 South 33° 54' 44" East, 24.34 feet;
 Thence along the southeasterly line of said Parcel 2,

South 21° 21' 11" West, 30 feet to the Point of Beginning of the centerline of the strip of land being described;

Thence North 74° 42' 05" West, 20.12 feet to a point on the northwest line of said Parcel 2, said point being South 21° 21' 11" West, 46.0 feet from said most northerly corner of Parcel 2 and said point being the end of this centerline description.

2. Acceptance of Surface Water. To accept upon Parcel 1 and into the 12-inch by 12-inch catch basin and 8-inch storm drain line extending therefrom located within the southwesterly corner of said Parcel 1, the drainage waters from Parcel 2. The owner of Parcel 1 shall not construct any wall, fence or barrier which would unnecessarily impede or impair the flow of drainage waters from Parcel 2 to Parcel 1; and any common fence or wall shall be constructed with "weep-holes" or similar devices which will permit the flow of drainage water from Parcel 2 to Parcel 1.

3. Drainage Easement. Declarants hereby establish and grant a nonexclusive easement for the construction, installation, maintenance, use, repair and replacement of an 8-inch drainage line over, under and across the following portion of Parcel 2 for the use and benefit of and as an easement appurtenant to Parcel 1:

A 5-foot-wide strip of land within Parcel 2 of Parcel Map 24259 as shown by map on file in Book 158 of Parcel Maps, at Pages 6 and 7 thereof, records of Riverside County, California; the centerline of said strip being parallel with and 6 feet northwesterly as measured at right angles from the southeasterly line of said Parcel 2.

4. Maintenance. The owner of Parcel 1 shall be responsible for and shall clean, maintain and keep in good condition and repair the 12-inch by 12-inch catch basin located in the southwesterly corner of Parcel 1 together with that portion of the 8-inch storm drain extending from said catch basin to the common property line with Parcel 2. The owner of Parcel 2 shall be responsible for and shall maintain and keep in good condition and repair the 8-inch drainage line located in the southerly portion of Parcel 2 extending from the common property line with Parcel 1 to its outlet in the public right of way.

5. Enforcement. The provisions of this Covenant and Agreement shall be enforceable at law and in equity by Declarants, each successive owner of either parcel of the Property and, subject to the provisions of Paragraph 6 below, 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 said party may otherwise be entitled. The failure of Declarants, 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 nor of the right to enforce any other provision hereof.

6. Notice from City. Any remedy granted to the City pursuant to Paragraph 5 hereof shall be exercisable by the City only if the Declarants or an owner of a parcel shall fail to cure a violation or breach hereof after ten days' written notice from the City, or, if such cure cannot be completed within such ten-day period, if the Declarants or owner shall fail to commence to cure the same within such ten-day period and to diligently prosecute such cure to completion. Any notice given by the City pursuant to this paragraph shall be delivered to the Declarants or owner in person, or sent by U. S. mail, registered or certified, return receipt requested, postage prepaid, addressed to the owner at the last known mailing address of said party.

7. Release. Declarants and each successive owner of each parcel of the Property hereby release the City, its officers, employees and agents from any and all claims, demands, suits or actions that the Declarants or owner and their heirs, successors or assigns may now or in the future have arising out of a or incurred as a result of water flooding, flowing over, or remaining on any parcel whether due to the construction or maintenance of the private cross-lot drainage facilities hereinabove described or the diversion of water into such facilities or any other reason.

8. Indemnification. Declarants and each successive owner of a parcel hereby agree to defend, indemnify and hold harmless the City of Riverside, its officers, employees and agent from any and all liabilities, expenses, claims or causes of action arising out of or alleged to be caused by or resulting from water flooding, flowing over, or remaining on any property due to the construction or maintenance of the private cross-lot drainage facilities as hereinabove described or the diversion of water into such facilities.

9. Effect of Covenant and Agreement. Any person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property shall be deemed (a) to have consented and agreed to every covenant, condition, restriction and easement contained herein; and (b) to have been granted and be subject to the easements described hereinabove, whether or not any reference to this Covenant and Agreement is contained in the instrument by which such person acquired an interest in the Property.

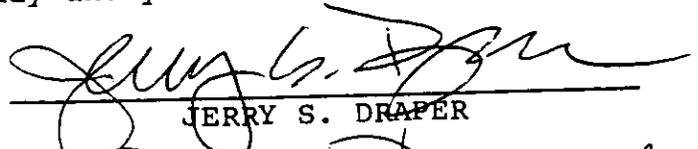
10. Mutuality, Reciprocity, Run with Land. All of the provisions contained herein are made for the direct, mutual and reciprocal benefit of each and every portion of the Property and create mutual, equitable servitudes upon each parcel as the servient tenement in favor of the other parcel as the dominant tenement and create reciprocal rights and obligations among the respective owners of both of the parcels, and privity of contract and estate among all grantees of the parcels, their

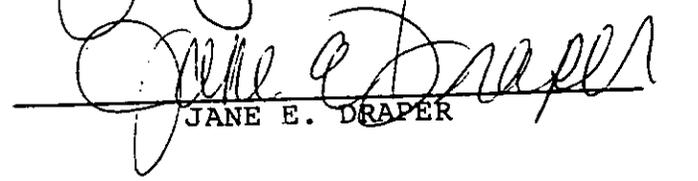
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successors and assigns in interest. In addition, each of the provisions hereof shall operate as covenants running with the land for the benefit of the Property and each parcel, and shall inure to the benefit of all owners thereof, their successors and assigns in interest, and shall apply to and bind each successive owner of each parcel or portion thereof, their successors and assigns in interest.

11. Amendments and Termination. This Covenant and Agreement may not be modified, amended or terminated without the consent of the owners of both parcels and the Public Works Director of City. No such termination, modification, or amendment shall be effective until there shall have been executed, acknowledged and recorded in the office of the Riverside County Recorder an instrument evidencing the same including the consent thereto by Public Works Director on behalf of the the City.

IN WITNESS WHEREOF, the Declarants have executed this Covenant and Agreement on the day and year first above written.



JERRY S. DRAPER


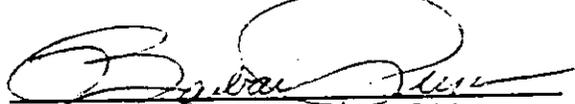
JANE E. DRAPER

APPROVED AS TO CONTENT:



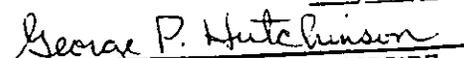
Public Works Department

APPROVED AS TO FORM:



Chief Assistant City Attorney

DESCRIPTION APPROVAL: 7, 22, 92



SURVEYOR, CITY OF RIVERSIDE