

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

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

Project: Parcel Map 24212

81373

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MAR - 4 1993

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$

Walter R. Jones

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COVENANT AND AGREEMENT
ESTABLISHING A NONEXCLUSIVE PRIVATE SEWER EASEMENT

THIS COVENANT AND AGREEMENT is made and entered into this 26th day of February, 1993, by WALLACE F. HARRISON AND FRED A. HARRISON, AS TRUSTEES, AND THE SUBSEQUENT TRUSTEES OF THE HARRISON FAMILY TRUST DATED JULY 8, 1991 (hereinafter referred to as "Declarants"), with reference to the following facts:

A. Declarants are the fee owners 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:

Parcel 1

Parcel 1 of Parcel Map 24212 on file in Book 175 of Parcel Maps, pages 94 and 95, Riverside County Records.

Parcel 2

Parcel 2 of Parcel Map 24212 on file in Book 175 of Parcel Maps, pages 94 and 95, Riverside County Records.

Parcels 1 and 2 are adjoining lots. Parcel 1 is located at 4823 Charlotte Way. Parcel 2 lies northwesterly of Parcel 1 and is located at 4827 Charlotte Way.

B. Declarants desire to obtain a release of the surety bond posted to guarantee installation of a sewer which was a condition of approval of Parcel Map 24212. A public sewer is located in Charlotte Way adjacent to Parcel 1. Declarants desire to connect both Parcels 1 and 2 to said sewer main. To permit the connection of Parcel 2 to the sewer main, Declarants propose to install a sewer lateral along the side portion of Parcel 1 to Parcel 2.

DESCRIPTION APPROVAL 2/18/93
Walter R. Jones by
SURVEYOR, CITY OF RIVERSIDE

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C. The City of Riverside (hereinafter referred to as "City") as a condition of a release of the surety bond posted to meet a condition of the approval of Parcel Map No. 24212 is requiring the Declarants to execute and record a Covenant and Agreement establishing an eight (8) foot wide private sewer easement along the side 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. 24212, Declarants hereby covenant and agree with the City and declare 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 an eight (8) foot wide nonexclusive private sewer easement for the use and benefit of and as an easement appurtenant to Parcel 2:

A private sewer easement 8.00 feet in width over the southeasterly 8.00 feet of Parcel 1 of Parcel Map 24212 on file in Book 175 of Parcel Maps, pages 94 and 95, Riverside County Records, for the benefit of Parcel 2 of said Parcel Map.

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 Declarants shall sell or convey either parcel, Declarants shall grant or reserve as is appropriate the eight-foot-wide private sewer easement above described.

3. Declarants, and each successive owner of Parcels 1 and 2, hereby release City and its officers and employees from any and all claims, demands, suits or actions that Declarants or their 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. Declarants, for themselves and their 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:

DESCRIPTION APPROVAL 2/15/23

by Walter R. Foy
SURVEYOR, CITY OF RIVERSIDE

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 understood Civil Code Section 1542, and they 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, and the Declarants further agree, represent and warrant that this release has been agreed upon in light of this realization and that Declarants nevertheless intend 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 Declarants, 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 Declarants, 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 Declarants, their 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 Declarants have caused this Covenant and Agreement to be executed the day and year first above written.

Wallace F. Harrison as Trustee
 WALLACE F. HARRISON AS TRUSTEE,
 AND SUBSEQUENT TRUSTEE, OF THE
 HARRISON FAMILY TRUST DATED
 JULY 8, 1991

Freda M. Harrison as Trustee
 FRED A M. HARRISON AS TRUSTEE,
 AND SUBSEQUENT TRUSTEE, OF THE
 HARRISON FAMILY TRUST DATED
 JULY 8, 1991

APPROVED AS TO FORM:

Kathleen M. Amey
 Assistant City Attorney

APPROVED AS TO CONTENT:

V.C. Krawinkel 2/23/92
 Public Works Department

State of California)
County of RIVERSIDE) ss

On 2-26-93, before me Cynthia Dion - Notary Public
(date) (name and title of the officer)
personally appeared WALLACE F HARRISON AND FREDA M HARRISON

~~personally known to me~~ (or 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.



WITNESS my hand and official seal.

Cynthia Dion
Signature

CAPACITY CLAIMED BY SIGNER

- () Attorney-in-fact
- () Corporate Officer(s)
Title _____ Title _____
- () Guardian /Conservator
- () Individual(s)
- () Partner(s)
() General () Limited
- Trustee(s)
- () Other _____

The party(ies) executing this document is/are representing:

HARRISON FAMILY TRUST ~~DATED JULY 1, 1991~~
DATED JULY 8, 1991

Cynthia Dion