

364878

Recording Requested By
CHICAGO TITLE COMPANY

WHEN RECORDED MAIL TO:

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

Project: Parcel Map 27909

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

SEP 22 1994

Recorded in Official Records
of Riverside County, California

Recorder

Fee \$ 8

COVENANT AND AGREEMENT
ESTABLISHING EASEMENTS FOR
ACCESS AND UTILITIES

THIS COVENANT AND AGREEMENT is made and entered into this
2ND day of August, 1994, by the SANTA ANA WATERSHED
PROJECT AUTHORITY, a joint powers public agency ("Declarant") with
reference to the following facts:

A. Declarant is the fee owner of the real property
(the "Property") consisting of two adjoining parcels
located in the City of Riverside, County of Riverside,
State of California, described as follows:

Parcel 1

Parcel 1 of Parcel Map 27909 as shown by map on file in
Book 184 of Parcel Maps, at pages 9 and
10 thereof, records of Riverside County,
California.

Parcel 2

Parcel 2 of Parcel Map 27909 as shown by map on file in
Book 184 of Parcel Maps, at pages 9 and
10 thereof, records of Riverside County,
California.

B. The Property is a triangular-shaped property
situated at the easterly terminus of Sterling Avenue,
between the Riverside (91) Freeway and the Riverside County
Flood Control and Water Conservation District Canal. The
Atchinson, Topeka, and Santa Fe Railroad line parallels the
Property on the south side of the Canal. The Property is
currently developed with a two-story, 9,500 square-foot
office building and related driveway and parking on the
westerly portion, and a 6,250 square-foot water desalting
facility with related improvements and driveway and parking
on the easterly portion.

DESCRIPTION APPROVAL 9/2/94
by [Signature]
SURVEYOR, CITY OF RIVERSIDE

[Handwritten initials]

13

[Handwritten mark]

C. Application has been made to the City of Riverside ("City") to divide the Property into two parcels ("Parcel 1" and "Parcel 2", respectively) by Parcel Map 27909. As Parcel 2 is a landlocked parcel, being blocked from access to Sterling Avenue by Parcel 1, City has imposed certain conditions on the approval of Parcel Map 27909 including the need to establish a private water service easement and fire protection water service easement across Parcel 1 from Sterling Avenue to serve Parcel 2, and the requirement that documentation be submitted for Planning and Legal Department approval to assure mutual access for ingress, egress, parking and/or utilities across all parcels.

D. As the two buildings on the Property are currently being provided water for fire protection through a common fire protection water service connection located in front of Parcel 1, and as Declarant desires to continue to utilize the common fire protection water service connection for both Parcel 1 and Parcel 2, City is requiring Declarant to establish one of the parcels to be responsible for the monthly payment of the fees and charges for the provision the fire protection water service.

NOW, THEREFORE, incorporating the above recitals and for the purpose of complying with certain conditions imposed by City for the approval of Parcel Map 27909 and in consideration of such approvals, Declarant hereby covenants and agrees with City as follows:

1. Grant of Easements. The following easements are hereby granted and established over, under, along and across Parcel 1 for the use and benefit of and as an easement appurtenant to Parcel 2:

a. There is hereby established over, under, along and across that portion of Parcel 1 described in Exhibit A, attached hereto and incorporated herein by this reference, a nonexclusive easement for vehicular and pedestrian ingress and egress and the installation, construction, maintenance, repair, replacement and use of a driveway for the use and benefit of and as an easement appurtenant to Parcel 2.

b. There is hereby established over, under, along and across that portion of Parcel 1 described in Exhibit B, attached hereto and incorporated herein by this reference, a nonexclusive easement for the installation, construction, maintenance, repair, replacement and use of utilities, including but not limited to private water service and fire protection water service, for the use and benefit of and as an easement appurtenant to Parcel 2.

c. There is hereby established over, under, along and across that portion of Parcel 1 described in Exhibit C, attached hereto and incorporated herein by this reference, a nonexclusive easement for the installation, construction, maintenance, repair, replacement and use of electrical distribution lines for the use and benefit of and as an easement appurtenant to Parcel 2.

d. There are hereby established over, along and across Parcel 1 easements for surface runoff and drainage from Parcel 2 according to the intended patterns of drainage created by the grading plans approved by City for the Property, as well as according to the actual existing patterns of drainage. The owner of Parcel 1 covenants and agrees that it will accept surface runoff and drainage from Parcel 2 and that it will not obstruct or otherwise interfere with the flow of surface runoff and drainage from Parcel 2, except as temporarily necessary in emergency situations to avoid damage to life or property. Each owner of a parcel of the Property will properly and adequately maintain all drainage facilities located upon its parcel.

2. Master Fire Protection Water Service Agreement. Parcel 1 and Parcel 2 will each be served water for fire protection service by City through a master fire service water connection installed on Sterling Avenue at Parcel 1. The owners of Parcel 1 and of Parcel 2 shall be jointly and severally liable for the payment of any charges for such service from City. The billing from City for the fire protection water service through this connection shall be sent to the owner of Parcel 1 and shall be promptly paid by said owner, provided, however, the owner of Parcel 1 may bill the owner of Parcel 2 for said parcel's proportionate share of the costs not to exceed the total of the billing from the City.

3. Maintenance of Fire Protection Water Service Line. The owner of each parcel of the Property shall be responsible for the routine maintenance and timely repair of the fire protection water service line serving such parcel including that portion of the water line lying within the easement area above-described. As part of any maintenance, repair, or replacement of the fire protection water service line which requires the disturbance of the surface of the easement area above-described, the owner performing such work shall cause the surface to be restored to reasonably the same condition as existed prior to such work being done.

4. Barriers. No walls, fences, or barriers of any kind shall be constructed or maintained on the common property line between Parcel 1 and Parcel 2 which shall prevent or impair the use or exercise of the easements granted herein, or the free access and

movement, including without limitation, of pedestrians and vehicular traffic along and across such easements.

5. Release. Declarant and each successive owner of the parcels of the Property hereby release the City of Riverside, its officers and employees from any and all claims, demands, suits or other actions that Declarant or owner and their heirs, successors or assigns may now or in the future have arising out of or incurred as a result of any fire loss due to the installation or use of a common fire protection water service or the improper maintenance of the on-site fire protection water service system. Declarant agrees that the matters released herein are not limited to matters which are known or disclosed, and Declarant for itself and each successive owner of a parcel, waives any and all rights and benefits which it now has, or in the future may have, conferred upon it 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 it is familiar with, has read, and understands Civil Code Section 1542, and Declarant realizes and acknowledges that factual matters now unknown to it may have given, or may hereafter give rise to claims, which are presently unknown, unanticipated and unsuspected, and Declarant further agrees, represents and warrants that this release has been negotiated and agreed upon in light of that realization and that Declarant nevertheless intends to release, discharge, and acquit City and its officers and employees from any such unknown claims which are in any way related to the installation or use of a common fire protection water service or the improper maintenance of the on-site fire protection water service system.

6. Enforcement. The provisions of this Covenant and Agreement shall be enforceable at law or in equity by Declarant, each successive owner, lessee or occupant of Parcels 1 and 2 and City. In the event of any legal or equitable proceeding for the enforcement of, or to restrain any violation of, this Covenant and Agreement, the prevailing party shall be entitled to court costs, including reasonable attorneys' fees. The failure of Declarant, any owner, lessee or occupant of either parcel of the Property or 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 thereof.

7. Merger.The easements herein established shall not be subject to the doctrine of merger, even though the underlying fee ownership of the two parcels described herein and upon which or for which the easements are established is vested in one party or entity.

8. Effect of Covenant. Any person who now or hereafter owns or acquires any right, title or interest in or to either parcel shall be deemed (a) to have considered and agreed to every covenant, condition, restriction and easement contained herein; and (b) to have been granted and be subject to the easements established in Paragraph 1 above, whether or not any reference to the Covenant and Agreement is contained in the instrument by which such person acquired an interest in such parcel.

9. Termination and Modification. This Covenant and Agreement shall run with the land and shall be binding upon Declarant and Declarant's successors and assigns, and shall not be amended, modified or terminated without the written consent of all of the owners of both parcels and of the Planning Director of the City duly recorded, provided, however, any amendment, modification or termination of the provisions relating to the master fire service water service connection must also have the consent of the Public Utilities Director of City.

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

SANTA ANA WATERSHED PROJECT
AUTHORITY, a joint powers public
agency

By Neil M. Cline

Title GEN MGR

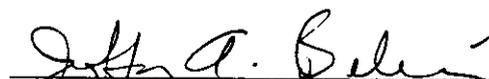
By _____

Title _____

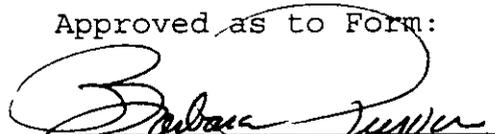
Approved as to Content:


Public Utilities Department

Approved as to Content:


Planning Department

Approved as to Form:


Assistant City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

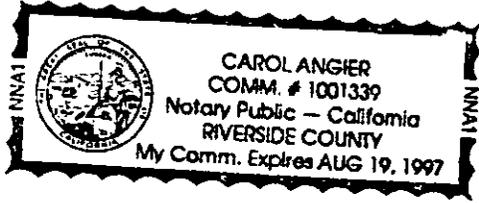
State of California

County of Riverside

On 3/2/94 before me, Carol Angier, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Neil M. Cline
NAME(S) OF SIGNER(S)

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.

Carol Angier
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
General Manager
TITLE(S)
- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Covenant & Agreement for Establishing Easements for Access & Utilities
TITLE OR TYPE OF DOCUMENT

5
NUMBER OF PAGES

3/2/94
DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

KRIEGER & STEWART
I N C O R P O R A T E D

EXHIBIT "A"
(INGRESS AND EGRESS EASEMENT TO PARCEL 2)

A strip of land 24.00 feet in width lying within Parcel 1 of Parcel Map 27909 as shown by map on file in Book 184 of Parcel Maps at Pages 9 and 10 Records of Riverside County, California, the centerline being described as follows:

COMMENCING at the most westerly corner of said Parcel 1, said corner also being on a curve, concave westerly and having a radius of 60.00 feet;

Thence easterly along said curve, through a central angle of $55^{\circ}59'20''$, an arc distance of 58.63 feet to the POINT OF BEGINNING;

Thence North $62^{\circ}38'23''$ East, a distance of 102.96 feet to the beginning of a tangent curve, concave southerly and having a radius of 155.75 feet;

Thence easterly along said curve, through a central angle of $45^{\circ}49'56''$, an arc distance of 124.59 feet to the beginning of a reverse curve, concave northerly and having a radius of 49.37 feet, a radial line of said point of reverse curvature bear North $18^{\circ}28'19''$ East;

Thence easterly along said curve, through a central angle of $40^{\circ}49'56''$, an arc distance of 35.18 feet;

Thence North $67^{\circ}38'23''$ East, a distance of 10.45 feet to the westerly line of Parcel 2 of said Parcel Map 27909 and the end of this centerline description.

The sidelines of said strip of land shall be lengthened or shortened so as to terminate in the westerly and easterly lines of said Parcel 1.

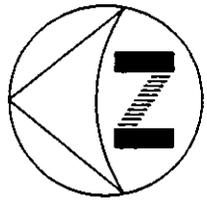
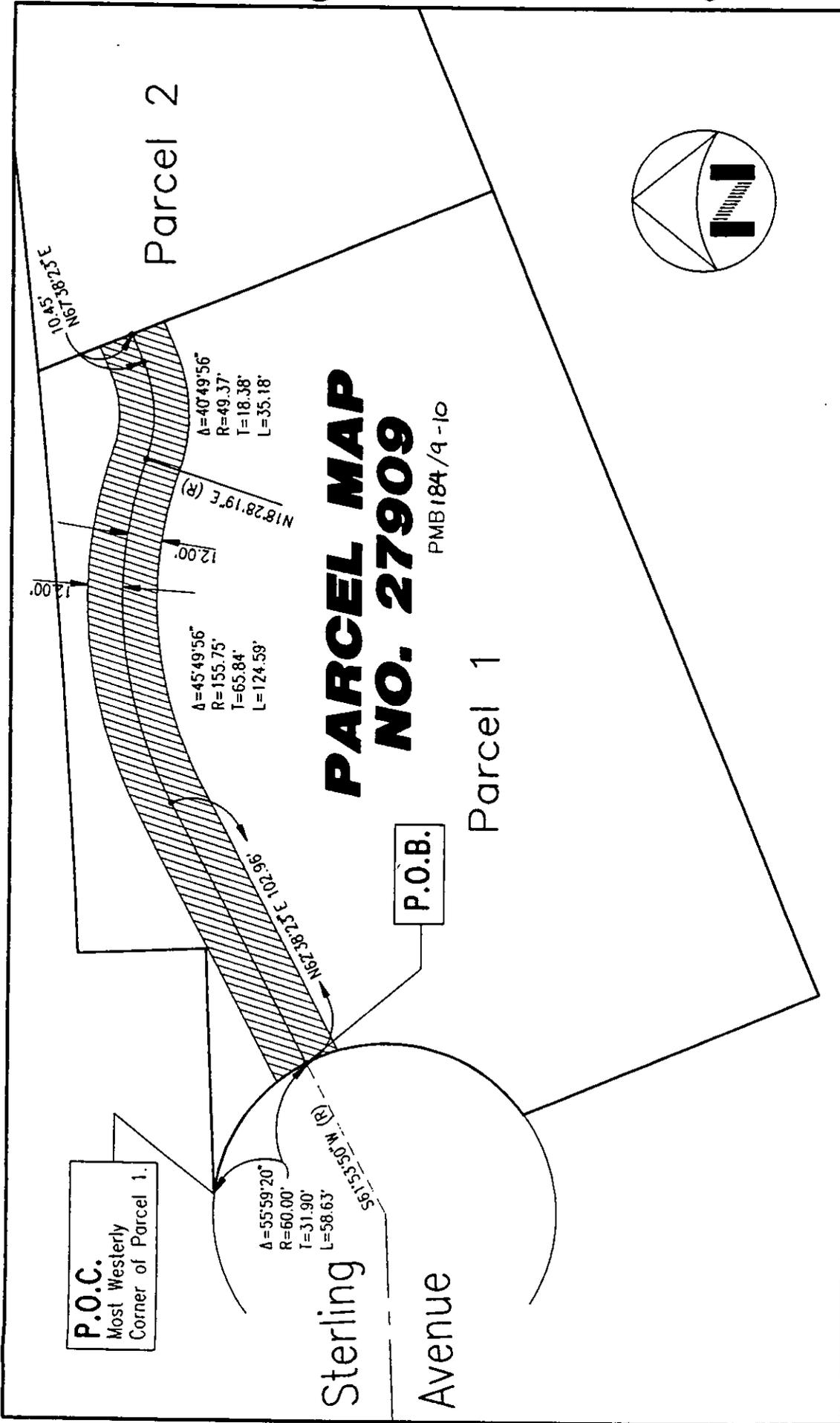
Contains 0.15 acres, more or less.

LEGAL/117-29D



Michael P. Thornton

DESCRIPTION APPROVAL 9/2/94
Michael P. Thornton by *WF*
 SURVEYOR, CITY OF RIVERSIDE



<p>This Plat is Solely an Aid in Locating the Parcel(s) Described in the Attached Document. It is not a Part of the Written Description Therein.</p>	<p>Santa Ana Watershed Project Authority</p>
<p>EXHIBIT</p>	<p>A1</p>
<p>PREPARED BY: KRIEGER & STEWART INCORPORATED 3802 University Ave. Riverside, CA. 92501 909-684-0900</p>	<p>SUBJECT: INGRESS AND EGRESS EASEMENT</p>
<p>SCALE: 1" = 50' DRAWN BY: JKV DATE: 6/22/94 CHECKED BY: MPT</p>	<p>SHEET 1 OF 1 SHEET(S) W.O.# 117-29</p>

KRIEGER & STEWART
INCORPORATED

EXHIBIT "B"
(WATERLINE EASEMENT TO PARCEL 2)

A strip of land, 12.00 feet in width, lying within Parcel 1 of Parcel Map 27909 as shown by map on file in Book 184 of Parcel Maps at Pages 9 and 10 Records of Riverside County, California, the centerline being described as follows:

COMMENCING at the most westerly corner of said Parcel 1, said corner also being on a curve, concave westerly and having a radius of 60.00 feet;

Thence easterly along said curve, through a central angle of $61^{\circ}15'45''$, an arc distance of 64.15 feet to the POINT OF BEGINNING;

Thence North $62^{\circ}38'23''$ East, a distance of 103.18 feet, to the beginning of a tangent curve, concave southerly and having a radius of 149.75 feet;

Thence easterly along said curve, through a central angle of $15^{\circ}28'28''$, an arc distance of 40.44 feet to the beginning of a compound curve, concave southwestwardly, and having a radius of 80.00 feet, a radial line of said point of compound curvature bear South $11^{\circ}53'09''$ East;

Thence southeasterly along said curve, through a central angle of $79^{\circ}31'40''$, an arc distance of 111.04 feet;

Thence South $22^{\circ}21'37''$ East a distance of 18.44 feet;

Thence North $67^{\circ}38'23''$ East a distance of 51.88 feet to the westerly line of Parcel 2 of said Parcel Map 27909 and the end of this centerline description.

The sidelines of said strip of land shall be lengthened or shortened so as to terminate in the westerly and easterly lines of said Parcel 1.

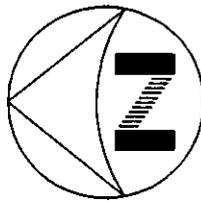
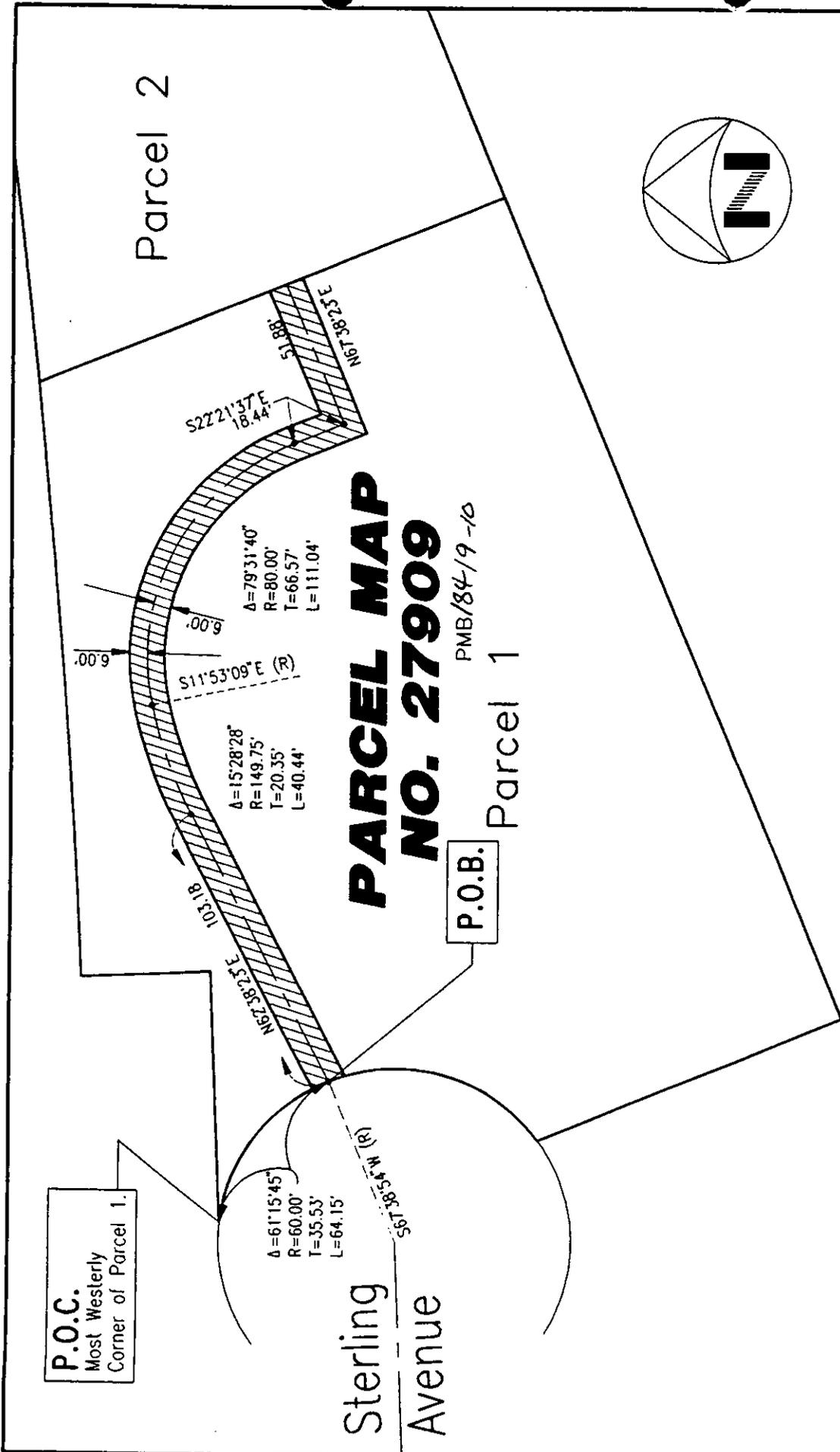
Contains 0.09 acres, more or less.

LEGAL/117-29D



Michael P. Thornton

DESCRIPTION APPROVAL 9/2/94
Michael P. Thornton
SURVEYOR, CITY OF RIVERSIDE by WF



This Plat is Solely an Aid in Locating the Parcel(s) Described in the Attached Document. It is not a Part of the Written Description Therein.		Santa Ana Watershed Project Authority	
EXHIBIT B1	PREPARED BY: KRUEGER & STOVARD INCORPORATED <small>3502 University Ave. Riverside, CA 92501 909-854-6000</small>	SUBJECT: WATERLINE EASEMENT	
SCALE: 1" = 50'		DRAWN BY: JKV	DATE: 6/22/94
CHECKED BY: MPT		W.O.# 117-29	
SHEET 1 OF 1 SHEET(S)			

KRIEGER & STEWART
I N C O R P O R A T E D

EXHIBIT "C"
(ELECTRICAL EASEMENT TO PARCEL 2)

A strip of land 5.00 feet in width lying within Parcel 1 of Parcel Map 27909 as shown by map on file in Book 184 of Parcel Maps at Pages 9 and 10 Records of Riverside County, California, the centerline being described as follows:

COMMENCING at the most westerly corner of said Parcel 1, said point also being a curve, concave westerly and having a radius of 60.00 feet;

Thence easterly along said curve, through a central angle of $79^{\circ}50'50''$, an arc distance of 83.62 feet to the POINT OF BEGINNING;

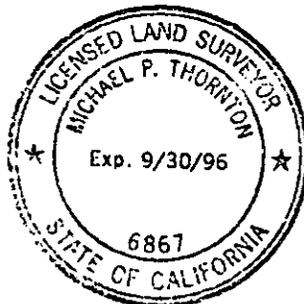
Thence North $59^{\circ}53'48''$ East, a distance of 129.20 feet;

Thence North $82^{\circ}38'17''$ East, a distance of 140.30 feet to the westerly line of Parcel 2 of said Parcel Map 27909 and the end of this centerline description.

The sidelines of said strip of land shall be lengthened or shortened so as to terminate in the westerly and easterly lines of said Parcel 1.

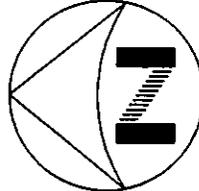
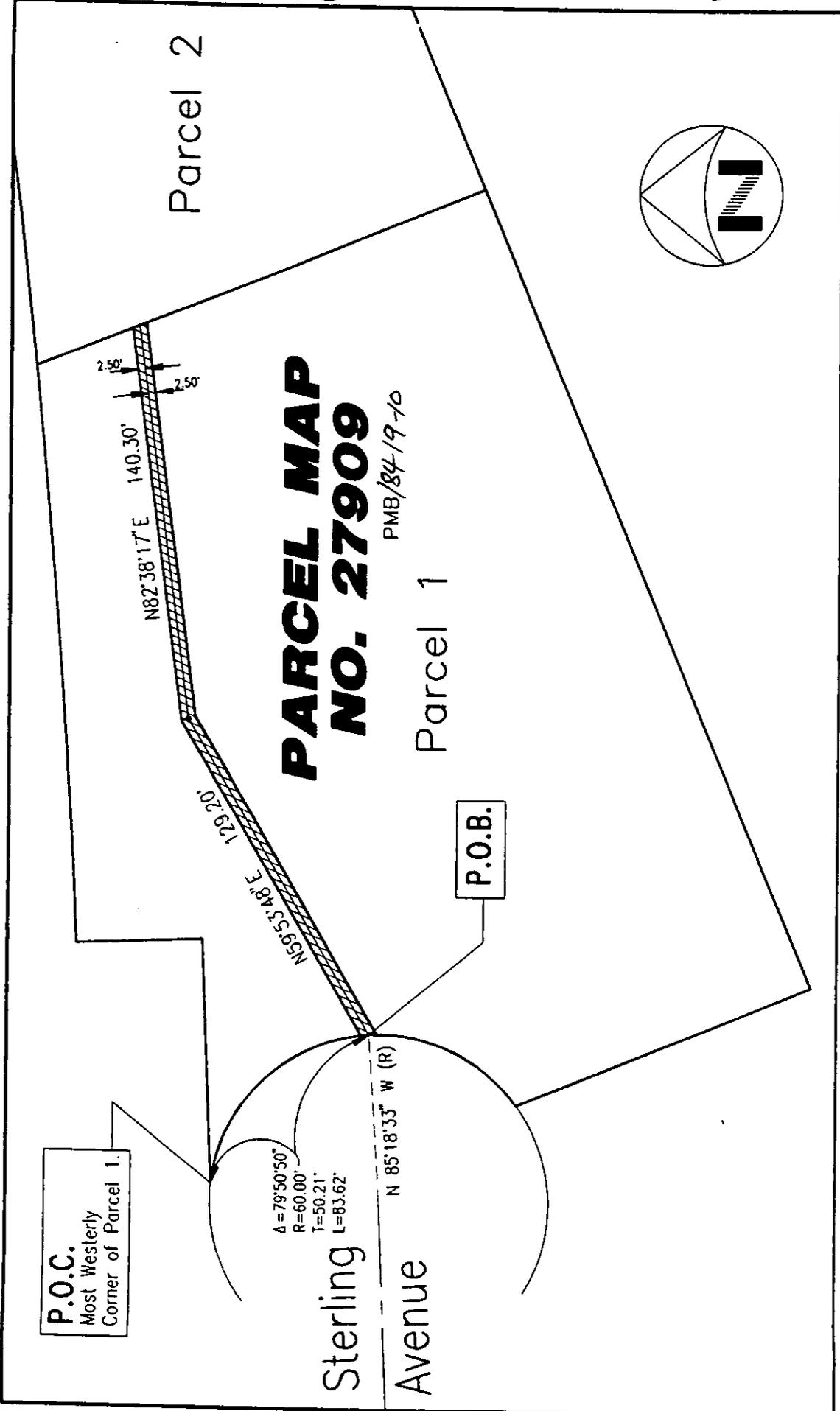
Contains 0.03 acres, more or less.

LEGAL/117-29D



Michael P. Thornton

DESCRIPTION APPROVAL 9, 2, 94
Paul S. Bar by KE
 SURVEYOR, CITY OF RIVERSIDE



<p>This Plat is Solely an Aid in Locating the Parcel(s) Described in the Attached Document. It is not a Part of the Written Description Therein.</p>		<p>Santa Ana Watershed Project Authority</p>	
<p>EXHIBIT C1</p>	<p>PREPARED BY: KRIEGER & STEWARD INCORPORATED 3602 University Ave., Riverside, CA. 92501 909-684-6900</p>	<p>SUBJECT: ELECTRICAL EASEMENT</p>	<p>SHEET 1 OF 1 SHEET(S)</p>
<p>SCALE: 1" = 50'</p>		<p>DRAWN BY: JKV</p>	<p>DATE: 6/22/94</p>
<p>CHECKED BY: MPT</p>		<p>W.O.P. 117-29</p>	