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RECORDING REQUESTED BY:

407197

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AT 8:00 O'CLOCK

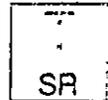
WHEN RECORDED MAIL TO:

SEP 24 1998

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

Recorded in Official Records  
of Riverside County, California

Recorder  
Fees \$ 24-



Project: Parcel Map 28709

FOR RECORDER'S USE ONLY

24  
6

COVENANT AND AGREEMENT  
ESTABLISHING COMMON FIRE PROTECTION WATER SERVICES

THIS COVENANT AND AGREEMENT is made and entered into this 11th day of September, 1998, by RICHARD C. HUNSAKER, as Trustee of the Hunsaker Family Trust, (hereinafter collectively referred to as "Declarant") with reference to the following facts:

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

Parcels 1 and 2 of Parcel Map 28709 as shown by Map on file in Book 192 of Parcel Maps at Pages 19 and 80 thereof, Records of Riverside County, California.

The Property is an industrial development situated on the northwest corner of Columbia and Iowa Avenues within the Hunter Business Park Specific Plan in the MP-Manufacturing Park and Specific Plan Combining Zones ("M-1-SP").

B. The Property is currently developed with two industrial buildings. By Parcel Map 28709, Declarant proposed to divide the Property into two parcels to be known as "Parcel 1" and "Parcel 2" respectively. Each parcel has one of the existing buildings located thereon. Parcel 1 bears the street address of 1159 Iowa Avenue and Parcel 2 bears the street address of 1189 Iowa Avenue.

C. The two buildings, when they were constructed on a single parcel, were served by a common fire service connection. With the recordation of Parcel Map 28709, said common fire service connection will be located at the southerly property line of Parcel 2, adjacent to Columbia Avenue.

RECORDING AGREEMENT  
9.11.98  
Richard C. Hunsaker  
Trustee of the Hunsaker Family Trust

D. As a condition of approval for the recordation of Parcel Map 28709, the Public Utilities Department of the City of Riverside (hereinafter referred to as "City") is requiring Declarant to execute and record a Covenant and Agreement to cover the operation, maintenance and billing of the common fire service connection located on Parcel 2 for the benefit of both Parcel 1 and Parcel 2.

NOW, THEREFORE, in order to comply with the condition imposed by the City, Declarant hereby declares that the Property is, and shall hereafter be, held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the following covenants, conditions, restrictions and easement, maintaining and protecting the Property.

1. Master Fire Protection Water Service Agreement. Parcels 1 and 2 of the Property will each be served water for fire protection service by City through a Master Fire Protection Water Service connection installed on Parcel 2 of Parcel Map 28709 at its southerly property line adjacent to Columbia Avenue. The billing from City for the fire protection water service through this connection shall be sent to and be the responsibility of the owner of Parcel 1 bearing the street address of 1159 Iowa Avenue, and shall be promptly paid by said owner, provided, however, the owner of Parcel 1 may bill the owner of Parcel 2 in an amount not to exceed one-half the amount billed by City. The owner of Parcel 2 shall reimburse the owner of Parcel 1 any amount so billed as provided above within fifteen (15) days following receipt of a statement evidencing payment of such charges to the City by such owner. Any such amount which is not paid within such fifteen (15) day period will thereafter bear interest at the highest rate allowed under California law, and if not satisfied within thirty (30) days following such written request, the owner of Parcel 1 may (a) initiate appropriate legal action in any court having jurisdiction for collection of such delinquent amount; and (b) take such other action permitted by law.

2. Grant of Easement for Fire Protection Water Service Line. Declarant hereby establishes, grants and reserves a nonexclusive easement for the construction, maintenance, repair, replacement and use of an underground fire protection water service line and for ingress and egress in connection with said facility for the use and benefit of and an easement across certain portions of the Property, as more particularly described in and depicted on Exhibits "A" and "B" attached hereto and incorporated herein.

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

4. Enforcement. The provisions of this Declaration shall be enforceable at law and in equity by Declarant, each successive owner of any parcel of the Property, and the City. In the event of any legal or equitable proceeding for the enforcement of or to restrain the violation of this

Declaration or any provision thereof, the prevailing party therein shall be entitled to reasonable attorneys' fees in addition to any other cost to which said party may be entitled. The failure of Declarant, any owner, or the City to enforce any provisions of this Declaration 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.

5. Release. Declarant and each successive owner of the Property or any portion thereof hereby release the City, its officers, employees and agents from any and all claims, demands, suits or actions that Declarant or owners and their heirs, successors or assigns may now or in the future have arising out of or incurred as a result of the 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 now known or disclosed, and Declarant for itself and such successive owner, 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 Declarant is familiar with, has read, and understands Civil Code Section 1542, and Declarant realizes and acknowledges that factual matters now unknown to them may have given, or may hereafter give rise to claims, which are presently known, unanticipated and that this Release has been negotiated and agreed upon in light of that realization and that Declarant nevertheless intends to release, discharge and acquit the City from any such unknown claims arising from 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. Effect of Declaration. 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 granted or be subject to, may be appropriate, the easement described in Paragraph 2 hereof whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Property.

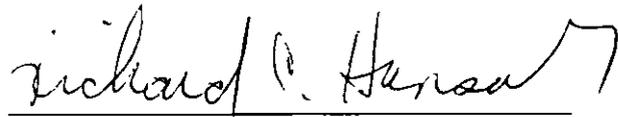
7. Covenant Running with Land. This Covenant and Agreement shall run with the land and shall be binding upon Declarant and Declarant's heirs, successors and assigns, and shall continue in effect until such time released by the Public Utilities Director of the City by notice duly recorded.

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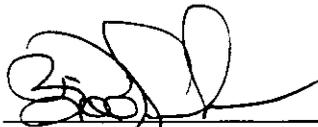
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IN WITNESS WHEREOF Declarant has caused this Covenant and Agreement to be executed the day and year first above written.



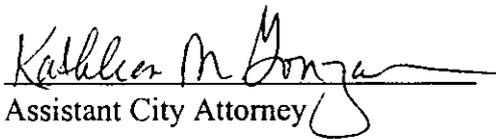
RICHARD C. HUNSAKER,  
as Trustee of the Hunsaker Family Trust

APPROVED AS TO CONTENT:



Public Utilities Department

APPROVED AS TO FORM:



Assistant City Attorney

KMG/abs  
09/08/98

State of California )  
 )ss  
County of Orange )

On September 11, 1998, 1998, before me, the undersigned, a notary public in and for said State personally appeared Richard C. Hunsaker

personally known to me (~~or 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 to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~s~~, 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.

Laurel E. Hostetler  
Signature

CAPACITY CLAIMED BY SIGNER

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

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

The Hunsaker Family Trust

**EXHIBIT "A"****LEGAL DESCRIPTION**

THOSE CERTAIN STRIPS OF LAND 24.00 FEET WIDE OVER PARCEL 1 AND 2 OF PARCEL MAP NO. 28709, IN THE CITY OF RIVERSIDE, AS PER MAP FILED IN BOOK 192, PAGES 79 AND 80 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, CALIFORNIA, THE CENTERLINE OF SAID STRIPS DESCRIBED AS FOLLOWS:

**PARCEL S1**

COMMENCING AT A THE SOUTHWEST CORNER OF SAID PARCEL 2, THENCE, ALONG THE SOUTH LINE OF SAID PARCEL 2, SOUTH 89°54'50" EAST, 36.49 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 00°11'28" WEST, 190.85 FEET TO A POINT HERINAFTER DESCRIBED AS POINT "A" SAID POINT ALSO BEING ON THE PARCEL LINE BETWEEN SAID PARCEL 1 AND 2; THENCE, NORTH 00°11'28" WEST ALONG SAID PARCEL LINE, 21.22 FEET; THENCE, SOUTH 89°48'32" WEST ALONG SAID PARCEL LINE, 36.49 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 2, SAID POINT ALSO BEING NORTH 00°11'28" WEST, 211.89 FEET FROM SAID SOUTHWEST CORNER OF SAID PARCEL 2.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED AS NECESSARY TO TERMINATE IN THE SOUTH AND WEST LINES OF SAID PARCELS 1 AND 2.

AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

**PARCEL S2**

COMMENCING AT HEREIN ABOVE DESCRIBED POINT "A"; THENCE NORTH 89°48'32" EAST ALONG THE PARCEL LINE BETWEEN SAID PARCELS 1 AND 2, 143.32 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 2, SAID POINT BEING ALSO BEING ON THE WESTERLY LINE OF IOWA STREET 120.00 FEET WIDE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED AS NECESSARY TO TERMINATE IN THE EAST LINES OF PARCELS 1 AND 2.

AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.



*Matthew W. Busch* 9/11/98  
MATTHEW W. BUSCH P.L.S. 7229 Exp. 12/31/00

MAY, 1998  
M.O. 1706-23066-5  
M&A R/SB Legal No. 320  
PRH  
Sheet 1 of 1

DESCRIPTION APPROVAL

*Matthew W. Busch* 9/11/98  
CITY OF RIVERSIDE

CIA 673

EXHIBIT "B"

PARCEL MAP NO. 28700

P.M.

667.68'



IOWA AVENUE

8'

N00°11'28"W

S89°48'32"W

36.49'

N00°11'28"W

21.22'

PARCEL 1

24' WIDE PRIVATE SEWER,  
FIRE PROTECTION SYSTEM  
MAINTENANCE AND INGRESS  
/EGRESS EASEMENT FOR THE  
BENEFIT OF PARCEL 1

POINT "A"

24' WIDE PRIVATE SEWER,  
FIRE PROTECTION SYSTEM  
MAINTENANCE AND INGRESS  
/EGRESS EASEMENT FOR THE  
BENEFIT OF PARCEL 1

PARCEL 2

N89°48'32"E

143.32'

183.17'

P.O.C.

P.O.B.

211.89'

12'

12'

12'

S89°54'50"E

169.23'

COLUMBIA AVENUE



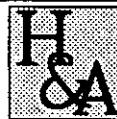
*Matthew W. Busch 9/14/98*

MATTHEW W. BUSCH, PLS 7229  
MY LICENSE EXPIRES: 12-31-00

**RECIPROCAL INGRESS/EGRESS,  
FIRE PROTECTION SYSTEM  
AND SEWER EASEMENT**

26-2

PREPARED BY PRH	CHECKED BY PRH	DATE 5/98	SHEET 1 OF 1
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**HUNSAKER & ASSOCIATES  
IRVINE, INC  
INLAND EMPIRE REGION**  
1285 COLUMBIA AVENUE, SUITE A-1  
RIVERSIDE CA 92507 (909)369-7200  
PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS