

213893

When recorded mail to:

City Clerk's Office  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522

RECEIVED FOR RECORD  
AT 8:00 AM

MAY 18 1999

Recorded in Official Records  
of Riverside County, California

Recorder

Fees \$ \_\_\_\_\_

**FREE RECORDING**

This instrument is for the benefit of the City of Riverside and is entitled to be recorded without fee. (Government Code §6103)

\_\_\_\_\_  
FOR RECORDER'S OFFICE USE ONLY

Project: VC-002-967 - POR. COLLETT AVE.  
California Avenue Extension

**COVENANT AND AGREEMENT**  
**ESTABLISHING NONEXCLUSIVE PRIVATE WATER SERVICE EASEMENTS**

This Covenant and Agreement is made and entered into this 17th day of May, 1999, by the REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE, CALIFORNIA, a public body, corporate and politic ("Declarant"), with reference to the following facts:

A. Declarant has a possessory interest or fee ownership in the real property (the "Property"), as described in Exhibit "A", which exhibit is attached hereto and incorporated herein by this reference.

B. A portion of the Property incorporates the street right of way of the street commonly known as Collett Avenue (the "Street") bounded on the east by the southerly line of Hole Avenue and on the west by the easterly line of California Avenue. An application for a street vacation was submitted to the City of Riverside (the "City") to consider vacating the public interest, subject to reservation of certain easements for utility or other public facilities. Certain conditions of approval were imposed by City for consideration in granting approval of said vacation action in Vacation Case VC-002-967, including the requirement to establish private service easements over the Property to adjoining private parcels (the "Parcels") located southeasterly of the Property, and as described in Exhibit "B", which exhibit is attached hereto and incorporated herein by this reference.

C. To satisfy the requirement to provide private water service easements, Declarant intends by this document to comply with the condition noted above thereby granting and reserving non-exclusive private water service easements over and across the Property to the Parcels, and to impose upon the Property restrictions, conditions, covenants and agreements for the same purpose and for the future owners of the Property.

D. Declarant has constructed or is proposing to develop and construct a parking lot and landscaped area within the Property.

NOW THEREFORE, Declarant hereby declares that the Property is and hereafter shall be held, conveyed, transferred, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the following declarations, limitations, covenants, conditions, restrictions and easements, all of which are imposed as equitable servitudes for the purpose of complying with the above mentioned condition imposed by the City. All of the limitations, covenants, conditions, restrictions and easements shall run with the land, shall be binding upon and inure to all parties having or acquiring any right, title or interest, now or in the future, in the Property or any portion thereof. Any conveyance, transfer, sale, assignment, lease or sublease made by Declarant, or by any successor in interest to Declarant, of the Property or any portion thereof, 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 the covenants, conditions, restrictions, limitations, grants of easements, rights, rights of way and equitable servitudes contained herein.

1. Creation of Easements for Access. Declarant hereby establishes, grants and reserves nonexclusive easements for private waterline facilities over, along and across the Property (as the Property now exists or may hereinafter be reconfigured or divided) from the nearest public street (California Avenue or Hole Avenue) to the Parcels for the use and benefit of and as an easement appurtenant to the Parcels (as said Parcels now exist or as each Parcel may hereinafter be reconfigured or divided).

2. Limitation on Use of Easement. The rights of each dominant Parcel to use the easements hereinabove created on the servient Property shall be exercised so as not to interfere unreasonably with the rights and intentions of Declarant, their heirs, successors and assigns, to develop and maintain the Property as noted above. Declarant, their heirs, successors and assigns, shall not construct, erect, install or permit the construction of any barrier, barricade or other permanent structure between the Property and the Parcels which would unreasonably interfere with the use of the easement rights hereinabove created without establishing, granting or reserving nonexclusive easements for the same or similar purposes within other locations upon the Property for benefit of the Owners or their lessees, residents and occupants. The use and enjoyment of the nonexclusive easement rights herein established, granted or reserved are subject to the construction and acceptance by the City, or the successors in interest of the City, of a future 12-inch water main within California Avenue and the abandonment the existing water main within the Street. All costs related to the relocation and construction of the water service laterals and the private water service facilities (tailpipes) shall be shared pursuant to an agreement between the Public Works and Public Utilities Departments of the City adopted in 1976.

3. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift, dedication nor offer to dedicate any easement or other right to the general public nor for any public purpose whatsoever.

4. Non-Merger. This Covenant and Agreement shall not be subject to the doctrine of merger, even though the underlying fee ownership of the Property described herein is or may be vested in one party or entity.

5. Effect of Covenant and Agreement. Any person who now or hereafter owns or acquires any right, title or interest in or to the Property or any portion thereof shall be deemed (a) to have consented and agreed to every covenant, condition, restriction and easement contained herein; and (b) to be subject to the applicable nonexclusive easements described in Paragraph 1 hereof, whether or not any reference to the Covenant and Agreement is contained in the instrument by which such person acquired an interest in the Property.

6. Enforcement; Attorneys' Fees. The terms of this Covenant and Agreement may be enforced by the City, by Declarant, by the Owners or their lessees, residents and tenants. Should the City, the Owner or their lessees, residents and tenants bring an action to enforce the terms of this Covenant and Agreement, the prevailing party shall be entitled to reimbursement for the reasonable costs of litigation, including fees of experts and attorneys. This provision applies to proceedings in bankruptcy, including attempts to obtain relief from stay or to obtain reasonable attorneys' fees as fixed by the court.

7. Failure of Enforcement Not a Waiver. The failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

8. Termination and Modification. This Covenant and Agreement is made and entered into for the purpose of complying with a condition imposed by the City for the granting of a street vacation case in Vacation Case VC-002-967, and it shall not be extinguished, terminated, modified, amended or altered in any way except with the prior written and recorded consent of the Public Utilities Director of the City.

9. Covenants Run with Land. Each of the provisions hereof shall operate as covenants running with the land for the benefit of the Parcels or portion thereof and shall inure to the benefit of the Owners, or their successors and assigns in interest, and shall be binding upon and inure to each successive owner of the Property or any portion thereof.

10. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

11. Governing Law. This Covenant and Agreement shall be governed by and construed in accordance with the California law.

12. Amendment. This Covenant and Agreement may be altered, amended or modified only by written instrument duly executed by the owners of the real property described in said Exhibits "A" and "B"; provided, however, as this Covenant and Agreement is made and entered into for the purpose of complying with a condition of approval imposed by the City for the granting of approval of said vacation action in Vacation Case VC-002-967, it shall not

be so modified, amended or altered in any way except with the prior written consent of the Public Utilities Director of the City, which consent shall not be unreasonably withheld. No such amendment, modification or alteration shall be effective until there shall be executed, acknowledged and recorded in said Office of the Recorder of Riverside County, an appropriate instrument evidencing the same including the consent of the Public Utilities Director of the City.

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

THE REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE, CALIFORNIA, a Public Body Corporate and Politic

By   
ROBERT C. WALES, Executive Director

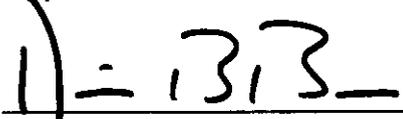
Approved as to Content:

  
Public Utilities Department

Approved as to Content:

  
Public Works Department

Approved as to Form:

  
City Attorney's Office

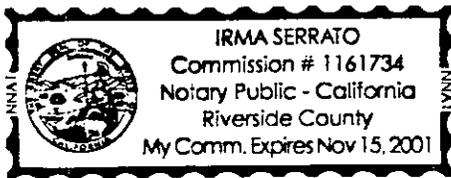
State of California

County of Riverside

On May 17, 1999 before me, Irma Serrato  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Robert C. Wales  
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.

Irma Serrato  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Coventant and Agreement

Document Date: May 17, 1999 Number of Pages: 8

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

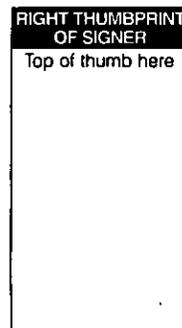
- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

C/A 647

## EXHIBIT "A"

That certain real property located in the County of Riverside, State of California, described as follows:

All that portion of Block 55 *TOGETHER WITH* that portion of Lot BD both of La Sierra Gardens, as shown by map on file in Book 11, Pages 42 through 50 of Maps, records of said Riverside County, and that portion of Lot A of La Sierra Manor, as shown by map on file in Book 39, Pages 35 and 36 of Maps, records of said Riverside County, lying southerly of a line parallel with and distant 44.00 feet southerly, as measured at right angles, from the centerline of Hole Avenue as shown by said maps and lying southeasterly of a line parallel with and distant 44.00 feet southeasterly, as measured at right angles, from the centerline of California Avenue as now established;

EXCEPTING THEREFROM that portion of said Lots BD and A lying southwesterly of a line parallel with and distant 67.00 feet northeasterly, as measured at right angles, from the centerline of Polk Street as shown by said maps.

ALSO EXCEPTING THEREFROM that portion of said Block 55 described as follows:

BEGINNING at the intersection of said line parallel with and distant 44.00 feet southeasterly of the centerline of California Avenue with said line parallel with and distant 44.00 feet southerly of the centerline of Hole Avenue;

THENCE South  $78^{\circ}13'54''$  East, along said last mentioned parallel line, a distance of 17.65 feet;

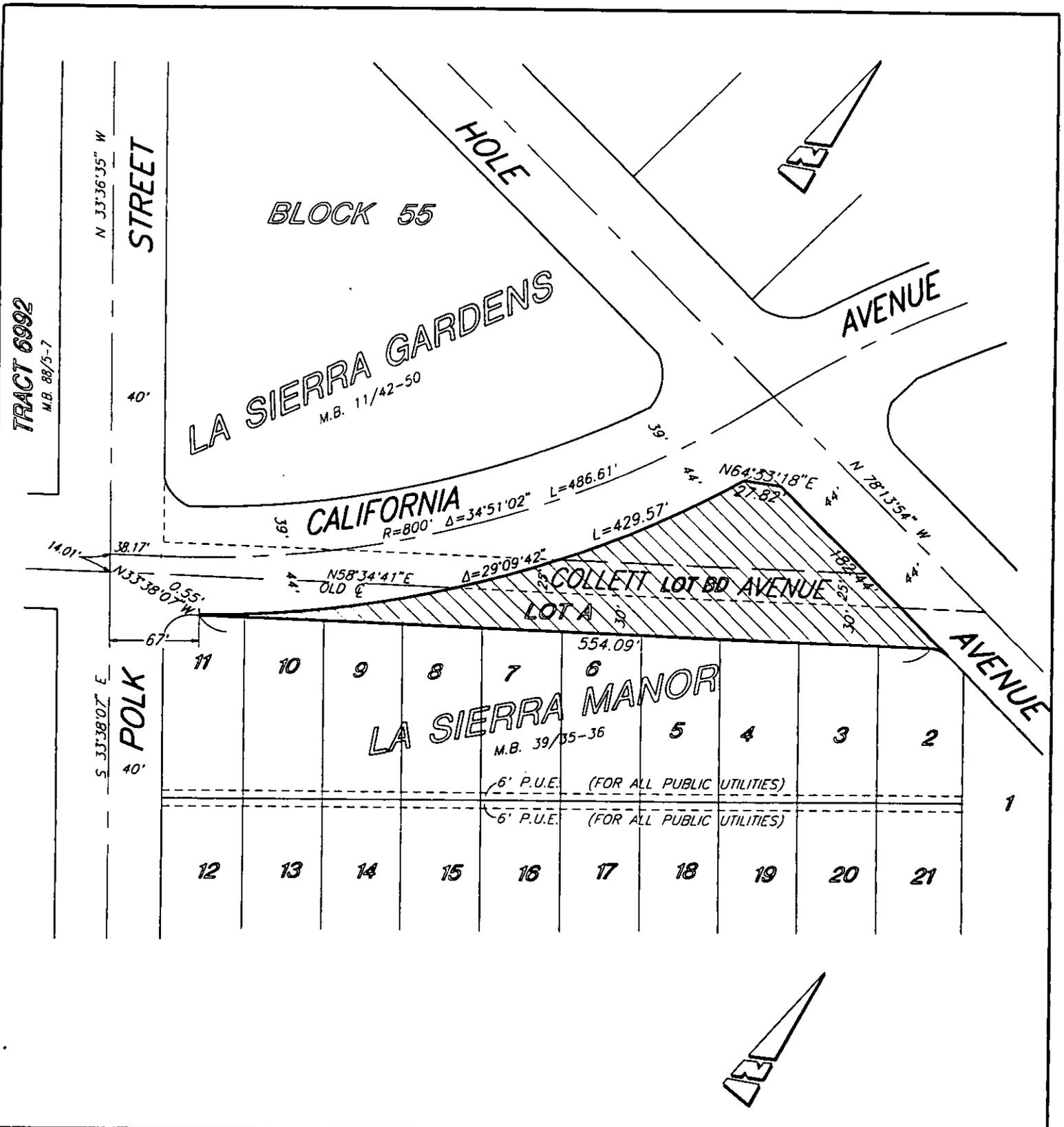
THENCE South  $64^{\circ}33'18''$  West, a distance of 27.82 feet to a point in said line parallel with and distant 44.00 feet southeasterly of the centerline of California Avenue; said point being in a non-tangent curve concaving northwesterly and having a radius of 844.00 feet; the radial line to said point bears South  $63^{\circ}50'26''$  East;

THENCE northeasterly along said curve through a central angle of  $1^{\circ}10'57''$  an arc length of 17.42 feet to the POINT OF BEGINNING.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

 9/29/98 Date Kop Prep.  
 Mark S. Brown, L.S. 5655  
 License Expires 9/30/99





• CITY OF RIVERSIDE, CALIFORNIA •

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.

SHEET 1 OF 1      64-8

SCALE: 1"=100'      DRAWN BY: Kgs      DATE: 6/26/98      SUBJECT: VC-002-967 - PORTION OF COLLETT AVENUE - C&A's

C/A 647

EXHIBIT "B"

That certain real property located in the County of Riverside, State of California, described as follows:

Lots 2 through 11 of La Sierra Manor, as shown by map on file in Book 39, Pages 35 and 36 of Maps, records of said Riverside County.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

 9/29/98 Prep. MB  
Mark S. Brown, L.S. 5655                      Date  
License Expires 9/30/99



TRACT 6992  
M.B. 88/5-7

N 33°36'35" W

STREET

BLOCK 55

HOLE

LA SIERRA GARDENS  
M.B. 11/42-50

AVENUE

CALIFORNIA  
R=800° Δ=34°51'02"

COLLETT LOT BD AVENUE

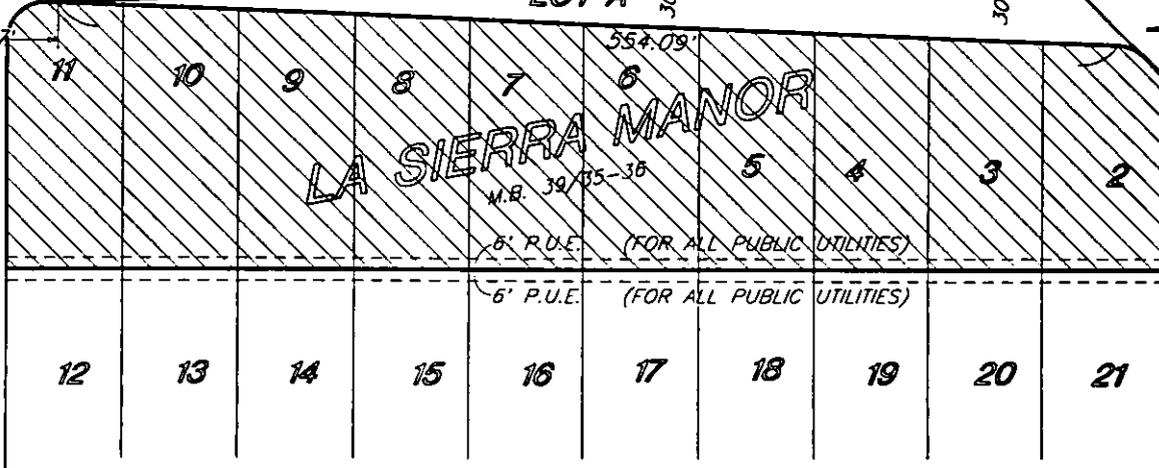
S 33°38'07" E  
40'

POLK

LOT A

LA SIERRA MANOR  
M.B. 39/35-36

AVENUE



• CITY OF RIVERSIDE, CALIFORNIA •

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SHEET 1 OF 1

64-B

SCALE: 1"=100'

DRAWN BY: Kgs

DATE: 6/26/98

SUBJECT: VC-002-967 - PORTION OF COLLETT AVENUE - C&A's

C/A 647