

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

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



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Project: Parcel Map 31936

COVENANT AND AGREEMENT ESTABLISHING COMMON FIRE PROTECTION WATER SERVICE

This Covenant and Agreement is made and entered into this 4th day of April 2005, 2005, by LAURA LANE PARTNERSHIP, LLC, (hereinafter collectively referred to as "Declarant") with reference to the following facts:

A. Declarant is the fee owner of the real property consisting of 5 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 through 5 of Parcel Map 31936 as shown by map on file in Book 214 of Parcel Maps, at pages 41 through 42 thereof, records of Riverside County, California.

The Property is an industrial development situated northeasterly of the intersection of Marlborough Avenue and Northgate Street.

B. The Property is currently being developed with five industrial buildings. By Parcel Map 31936, Declarant proposes to divide the Property into five parcels to be known as "Parcel 1" thru "Parcel 5", respectively. Each parcel will have one building located thereon. Parcel 1 bears the street address of 825 Marlborough Avenue. Parcel 2 bears the street address of 801 Marlborough Avenue. Parcel 3 bears the street address of 815 Marlborough Avenue. Parcel 4 bears the street address of 833 Marlborough Avenue. Parcel 5 bears the street address of 829 Marlborough Avenue.

C. The five buildings, when they are constructed, will be served from a common fire service connection. With the recordation of Parcel Map 31936, said common fire service connection will be located at the southwesterly corner of Parcel 4, on Marlborough Avenue, easterly of Northgate Street.

DESCRIPTION APPROVAL:

MARK S. BROWN
CITY SURVEYOR
DATE 8/18/05

- D. As a condition of approval for the recordation of Parcel Map 31936, 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 and maintenance of the common fire service connection located on Parcel 4 for the benefit of Parcels 1 thru 5.

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, all of which are declared and agreed to be for the purpose of maintaining and protecting the Property.

1. Master Fire Protection Water Service Agreement. Parcels 1 thru 5 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 4 of Parcel Map 31936.

2. Grant of Easement for Fire Protection Water Service Line. Declarant hereby establishes, grants and reserves a reciprocal blanket, nonexclusive easement in favor of Parcels 1 thru 5, over the Property, excluding the building areas of Parcels 1 thru 5, for the construction, maintenance, repair, replacement and use of the common fire protection water system along with ingress and egress in connection thereof.

3. Maintenance of Common Fire Protection Water Service Facilities. The owner of said Parcel 4 of the Property shall be responsible for the routine maintenance and timely repair of the common fire protection water facilities 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. The owner of said Parcel 4 may bill each owner of said Parcel 1, Parcel 2, Parcel 3 and Parcel 5 in an amount not to exceed one-fifth the cost of said maintenance, repair or replacement of said common fire protection facilities.

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 provision of this Declaration shall in no event be deemed to be a waiver of the right to do so thereafter, or 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 each 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.

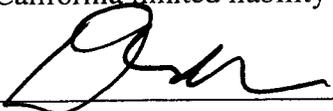
In this connection, Declarant agrees, represents and warrants that Declarant is familiar with, has read, and understands Civil Code Section 1542, and Declarant realizes and acknowledges that factual matters now unknown to them may have given, or may hereafter give rise to claims, which are presently known, unanticipated and unsuspected, and Declarant further agrees, represents and warrants that this Release has been negotiated and agreed upon in light of 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 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, as 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 as released by the Public Utilities Director of the City by notice duly recorded.

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

LAURA LANE PARTNERSHIP, LLC
A California limited liability company

By: 

Title: MANAGING PARTNER

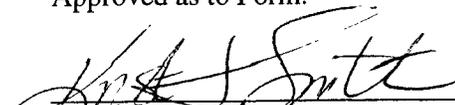
By: 

Title: PATIENT

Approved as to Content:


Public Utilities Director *MM*

Approved as to Form:


Deputy City ~~Clerk~~ Attorney

State of California)
)ss
County of Riverside)

On APRIL 4TH 2005, before me, a notary public in and for said State, personally appeared DOUGLAS MAGNON personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the with instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Crystal A Schroeder
Signature



State of California)
)ss
County of Riverside)

On APRIL 13TH 2005, before me, a notary public in and for said State, personally appeared RAY MAGNON personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the with instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Crystal A Schroeder
Signature

