

WHEN RECORDED MAIL TO:

RECORDING REQUESTED BY:

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

Project: 10320 Arlington Avenue
Riverside, California
APN No. 150-091-024
150-091-029
150-091-030

2015-0210634

05/20/2015 01:43 PM Fee: \$ 0.00

Page 1 of 8

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



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

					R	A	Exam: 110		
Page	DA	PCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC
8									
SIZE	NCOR	SMF	NCHG:						

FOR RECORDER'S USE ONLY

6

**COVENANT AND AGREEMENT
ESTABLISHING COMMON FIRE PROTECTION WATER SERVICE**

This Covenant and Agreement is made and entered into this 11th day of May 2015, by SILVER HILLS PARTNERSHIP L.P., a California Limited Partnership, (hereinafter collectively referred to as "Declarants") with reference to the following facts:

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

AS DESCRIBED IN THE ATTACHED EXHIBIT A

The Property is a commercial development situated at 10320 Arlington Avenue, 10330 Arlington Avenue, and 10364 Arlington Avenue.

B. The Property is developed with three commercial buildings. By Parcel Map Waver 5-778, The Property is divided into three parcels known as "Parcel "B" thru "Parcel D" respectively.

C. The Property will be served from a common fire service to be located within Parcel D.

D. As a condition of approval for the Fire Service Installation, the Public Utilities Department of the City of Riverside (hereinafter referred to as "City") is requiring Declarants to execute and record a Covenant and Agreement to cover the operation and maintenance of the common fire service connection located on Parcel D for the benefit of Parcels B through D.

NOW, THEREFORE, in order to comply with the condition imposed by the City, Declarants hereby declare 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 B through D 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 D of Parcel Map Waver 5-778.

2. Grant of Easement for Fire Protection Water Service Line. Declarants hereby establish, grant and reserve a reciprocal blanket, nonexclusive easement over the Property, excluding building areas of Parcels B through D, 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 D 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 D may bill each owner of said Parcel B, and Parcel C in an amount not to exceed one third (1/3) 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 not of the right to enforce any other provision.

5. Release. Declarants 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 for 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 Declarants and Declarants' 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 have caused this Covenant and Agreement to be executed the day and year first above written.


City of Riverside

Approved as to Content:


Public Utilities General Manager
ms

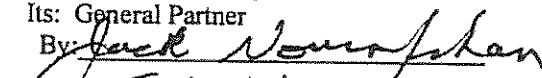
Approved as to Form:


Deputy City Attorney

Attested by: 
City Clerk

Silver Hills Partnership, L.P.,
a California limited partnership

By: White Spring Associates, Inc.
a California corporation
Its: General Partner

By: 
Jack Nourafshan
Printed Name
President
Title

By: _____

Printed Name

Title

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles } ss

On 3/9/2015 before me, Ismael A. Martinez Hernandez personally appeared
(Name)

Jack Navakshan who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Handwritten Signature]
Signature



EXHIBIT "A"

Public Utilities Easement
A.P.N.'s 150-091-024, -029 and -030

PARCEL 1

All that certain real property situated in the City of Riverside, County of Riverside, State of California, described as follows:

Those portions of Lots 3, 4, 5 and 6, in Block 1 of La Granada as shown by map on file in Book 12, Pages 42 through 51 of Maps, records of Riverside County, California, being described as follows:

BEGINNING at the Southwest corner of said Lot 3;

THENCE South 6°01'25" West, along the Westerly line of Said Lot 6 a distance of 80.00 feet;

THENCE South 88°30'27" East, parallel with Northerly line of said Lots 5 and 6, a distance of 268.95 feet;

THENCE North 1°29'33" East, a distance of 110.00 feet;

THENCE South 88°30'27" East, a distance of 86.71 feet;

THENCE North 1°29'33" East, a distance of 46.28 feet;

THENCE North 89°30'25" West, parallel with and distant Southerly 25.00 feet, measured at right angles from the Southerly line of that certain deed filed for record on July 5, 1960 as Document No. 59047 of Official Records of said County; a distance of 110.59 feet;

THENCE North 1°29'33" East, a distance of 163.89 feet to a point on a curve concave northerly and having a radius of 17,555 feet, a radial line to said point bears South 1°13'32" West;

THENCE in a Westerly direction along said curve and concentric with the centerline of Arlington Avenue through a central angle of 0°10'10" an arc distance of 51.92 feet to a point on said curve, a radial line to said point bears South 1°23'42" West;

THENCE South 1°29'33" West, a distance of 218.87 feet;

THENCE North 88°30'27" West, a distance of 186.84 feet;

THENCE South 1°29'33" West, a distance of 19.45 feet to the POINT OF BEGINNING.

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PARCEL 2

All that certain real property situated in the City of Riverside, County of Riverside, State of California, described as follows:

That portion of Lot 4 in Block 1 of La Granada as shown by map on file in Book 12, Pages 42 through 51 of Maps, records of Riverside County, California, being described as follows:

BEGINNING at a point on the Southerly line of that certain deed filed for record on July 5, 1960 as Document No. 59047 of Official Records of said County, said point being distant 55.00 feet westerly, measured at right angles from the centerline of Tyler Street;

THENCE North 89°30'25" West, along said southerly line of said Document No. 59047 a distance of 119.71 feet;

THENCE North 8°26'25" East, along the Westerly line of said Document No. 59047 a distance of 139.43 feet to a point on a curve concave Northerly and having a radius of 17,555 feet, a radial line to said point bears South 0°59'28" West;

THENCE in a westerly direction along said curve and concentric with the centerline of Arlington Avenue through a central angle of 0°14'04" an arc distance of 71.83 feet to a point on said curve, a radial line to said point bears South 1°13'32" West;

THENCE South 1°29'33" West, a distance of 163.89 feet;

THENCE South 89°30'25" East, parallel with the Southerly line of said Document No. 59047, a distance of 171.63 feet;

THENCE North 8°26'25" East, parallel with said centerline of Tyler Street a distance of 25.24 feet to the POINT OF BEGINNING

PARCEL 3

All that certain real property situated in the City of Riverside, County of Riverside, State of California, described as follows:

Those portions of Lots 4 and 5 in Block 1 of La Granada as shown by map on file in Book 12, Pages 42 through 51 of Maps, records of Riverside County, California, being described as follows:

COMMENCING at a point on the Southerly line of that certain deed filed for record on July 5, 1960 as Document No. 59047 of Official Records of said County, said point being distant 55.00 feet westerly, measured at right angles from the centerline of Tyler Street;

THENCE South 8°26'25" West, parallel with said centerline a distance of 25.24 feet to the POINT OF BEGINNING;

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THENCE continuing South 8°26'25" West, parallel to said centerline, a distance of 158.51 feet;

THENCE North 88°30'27" West, parallel with and distant 79.75 feet Southerly, measured at right angles from the Northerly line of said Lot 5, a distance of 128.56 feet;


THENCE North 1°29'33" East, a distance of 110.00 feet;

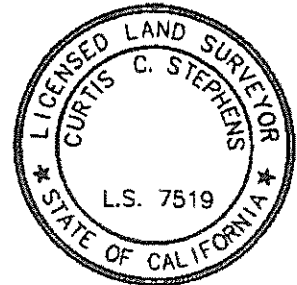
THENCE South 88°30'27" East, a distance of 86.71 feet;

THENCE North 1°29'33" East, a distance of 46.28 feet;

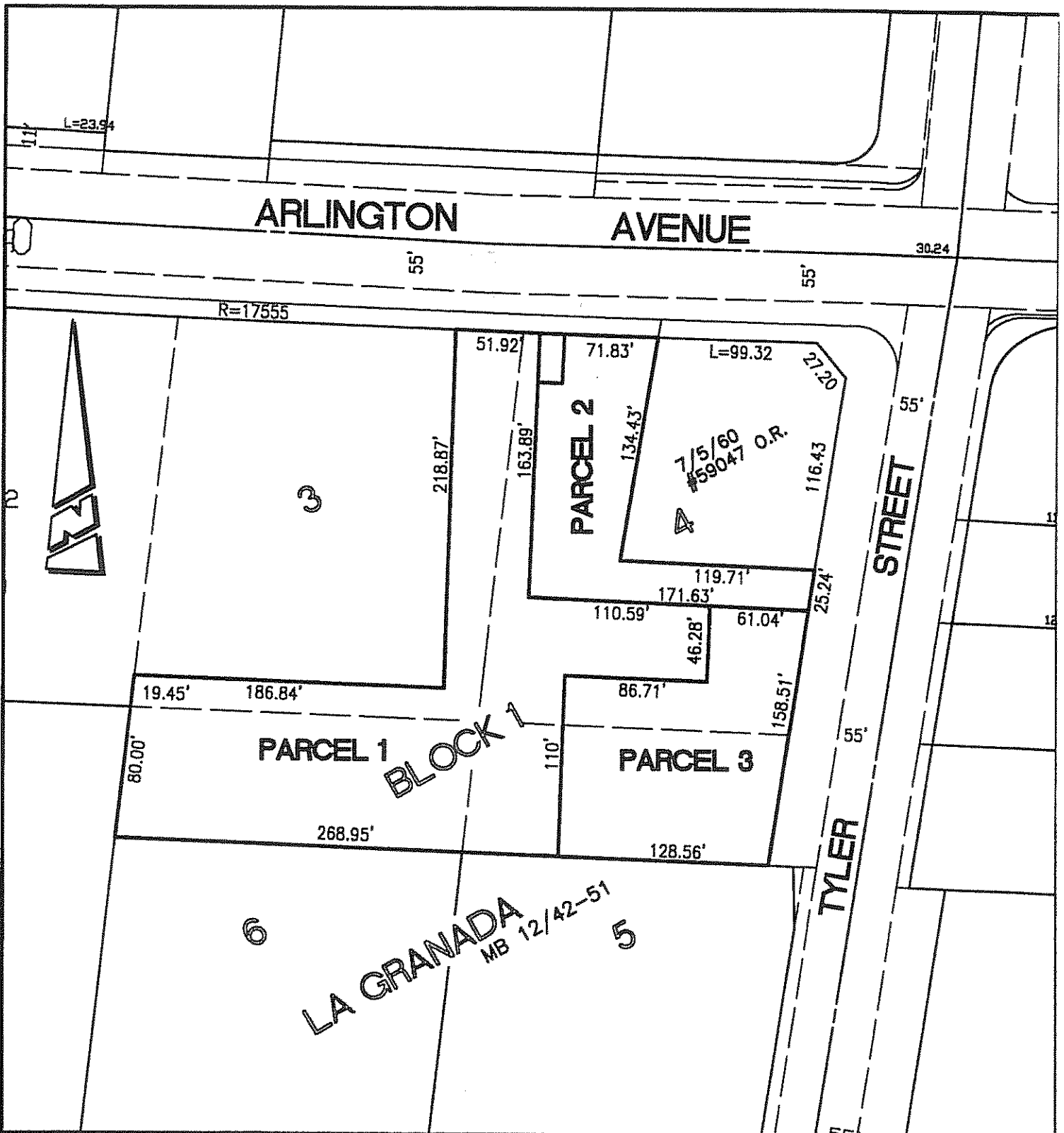
THENCE South 89°30'25" East parallel with said Southerly line of said deed per Document No. 59047 of Official records of said County, a distance of 61.04 feet; to the POINT OF BEGINNING

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

Curtis C. Stephens 2/26/15 Prep. 
Curtis C. Stephens, L.S. 7519 Date



C/A-1298



• 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

SCALE: 1"=80'

DRAWN BY: CURT

DATE: 2/28/15

SUBJECT: 10232 ARLINGTON AVE

C/A-1298