

2015-0239415

06/08/2015 11:34 AM Fee: \$ 0.00

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



RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

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

					R	A	Exam: 110		
Page	DA	PCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC
5									
SIZE	NCOR	SMF	NCHG				NCASCL		

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: Tract Map 17157  
APN's: 253-340-014, 253-340-007, 253-340-006

**COVENANT AND AGREEMENT  
ESTABLISHING COMMON DOMESTIC/FIRE  
COMBINATION WATER SERVICE**

This Covenant and Agreement is made and entered into this 13th day of May, 2015, by CENTRAL AVENUE APARTMENTS, 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 three lots (hereinafter collectively referred to as the "Property") located in the City of Riverside, County of Riverside, State of California, described as follows:

Lots 1 thru 3 of Tract Map 17157 as shown by map on file in Book 148 of Tract Maps, at pages 41 through 42 thereof, records of Riverside County, California.

The Property is a 288-unit apartment complex located at 600, 700, and 710 Central Avenue, Riverside, CA, 92507.

B. The Property is currently developed with multiple apartment buildings. Tract Map 17157, divide the Property into three lots known as "Lot 1" thru "Lot 3", respectively. Each lot has multiple building located thereon. Lot 1 bears the street address of 600 Central Avenue. Lot 2 bears the street address of 700 Central Avenue. Lot 3 bears the street address of 710 Central Avenue.

C. The property is served from a common water service connection. Said common service water connection is located at the northwest corner of Lot 1, on Central Avenue, easterly of the main entrance to the property.

- D. As a condition of approval of Building Permit 13-1866, 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 water service connection located on Lot 1 for the benefit of Lots 1 thru 3.
- E. Further, any charging or otherwise passing through water charges to the owners of Lots 2 and 3 from or by the owner or any other customer of record for Lot 1 shall be done in compliance with the City's Water Rule 12, as that rule is amended from time to time.

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 Water Meter Agreement. Lots 1 thru 3 of the Property will each be served water by City through the common water service connection installed on Lot 1 of Tract Map 17157.
2. Grant of Easement for Water Service Line. Declarant hereby establishes, grants and reserves a reciprocal blanket, nonexclusive easement in favor of Lots 1 thru 3, over the Property, excluding the building areas of Lots 1 thru 3, for the construction, maintenance, repair, replacement and use of the common water system along with ingress and egress in connection thereof.
3. Maintenance of Common Water Service Facilities. The owner of said Lot 1 of the Property shall be responsible for the routine maintenance and timely repair of the water facilities including that portion of such facilities lying within the easement area above-described. As part of any maintenance, repair or replacement of any water facilities 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 Lot 1 may bill each owner of said Lot 2 and Lot 3 in an amount not to exceed one-third the cost of said maintenance, repair or replacement of said common water facilities.
4. Master Water Meter Agreement. Water Rule 12, entitled "Water Supply through Master Metering and Resale of Water" and as amended from time to time, provides that no water customer "shall resell any of the water received from the Water Utility except through a Master Water Meter Agreement." Declarant hereby agrees to comply with the requirements of Water Rule 12, as that rule is amended from time to time,
5. Enforcement. The provisions of this Declaration shall be enforceable at law and in equity by Declarant, each successive owner of any lot 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.
6. 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.

7. 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.

8. 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.

[signatures on next page]

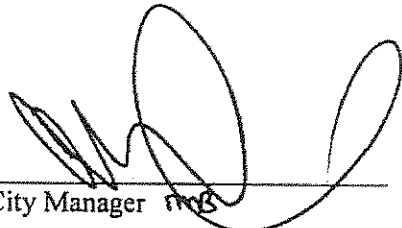
IN WITNESS WHEREOF Declarants has caused this Covenant and Agreement to be executed the day and year first above written.

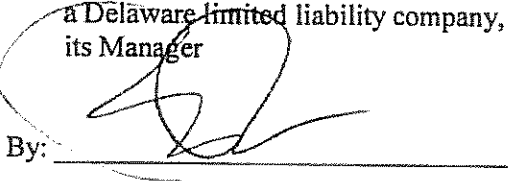
CITY OF RIVERSIDE, a California  
Charter city and municipal corporation

CENTRAL AVENUE APARTMENTS, LLC,  
a Delaware limited liability company

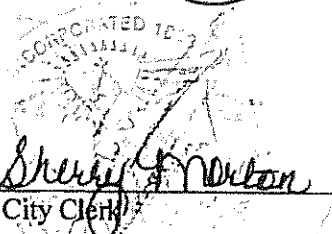
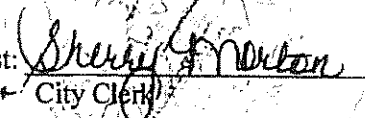
By: GWHF Holding Co LLC,  
a Delaware limited liability company,  
(f/k/a Stratus Holdings I, LLC,  
a Delaware limited liability company,)  
its Member

By: PHPW Manager LLC,  
a Delaware limited liability company,  
its Manager

By:   
\_\_\_\_\_  
City Manager

By:   
\_\_\_\_\_  
Brian Deslens

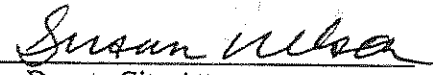
\_\_\_\_\_  
Printed Name

Attest:   
  
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Title

APPROVED AS TO FORM:

By: \_\_\_\_\_

  
\_\_\_\_\_  
Deputy City Attorney

\_\_\_\_\_  
Print 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 New York  
County of New York } ss

On 3/30/15, before me, Abraham Teitelbaum, personally appeared  
(Name)  
Brian Avilez 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~~ <sup>New York</sup> that the foregoing paragraph is true and correct.

ABRAHAM TEITELBAUM  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 01TE6219142  
Qualified in Nassau County  
Commission Expires March 22, 2018

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Signature