

WHEN RECORDED MAIL TO:

RECORDING REQUESTED BY:

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

Project: Five Points (NW Corner)
4920, 4950, 4970 La Sierra Ave.
Riverside, California

2016-0022747

01/21/2016 12:10 PM Fee: \$ 0.00

Page 1 of 9

Recorded in Official Records
County of Riverside
Peter Aidana
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)

9					R	A	Exam: 110		
Page	DA	PCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC
9									
SIZE	NCOR	SMF	NCHG						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 13th day of January, 2016, by LA SIERRA AND PIERCE ASSOCIATES, LLC, (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 4920 LA SIERRA AVENUE; 4950 LA SIERRA AVENUE; and 4970 LA SIERRA AVENUE.

B. The Property is proposed to be developed with four commercial buildings. By Certificate of Compliance for Lot Line Adjustment LL-P15-0240 recorded June 25, 2015 as Document No. 2015-0273221 of Official Records of Riverside County, California, Declarants divided the Property into three parcels known as "Parcel 1" thru "Parcel 3" respectively.

C. The Property will be served from a common fire service to be located within Parcel 2.

D. As a condition of approval of the water plan, 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 2 for the benefit of Parcels 1 through 3.

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 1 through 3 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 Certificate of Compliance for Lot Line Adjustment LL-P15-0240 recorded June 25, 2015 as Document No. 2015-0273221 of Official Records of Riverside County, California.

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 1 through 3, 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 2 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 2 may bill each owner of said Parcel 1, and Parcel 3, 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
Girish Balachandran

La Sierra & Pierce Associates, LLC
a Delaware Limited Liability Company


By: 
ROBERT S. WILSON
Printed Name
MANAGING PARTNER
Title

Approved as to Form:


Deputy City Attorney

By: _____
Printed Name _____
Title _____

Attested by:


City Clerk

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

On 12/4/2015 before me, Tatiana Arellano, a Notary Public, personally appeared Robert S. Wilson

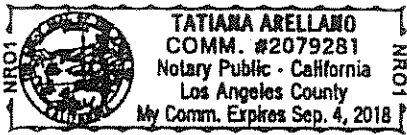
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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.

Signature [Handwritten Signature]

Name: Tatiana Arellano
(typed or printed)



(Area reserved for official notarial seal)

EXHIBIT "A"
LEGAL DESCRIPTION

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

PARCEL 1

That portion of Parcel "A" of City of Riverside Certificate of Compliance for lot line adjustment No. LL-P14-0653, recorded August 19, 2014 as document no. 2014-0313317, official records of Riverside County, California, being more particularly described as follows:

Beginning at the most southerly corner of said Parcel A;

Thence North 26° 44' 26" West along the southwesterly line of said Parcel "A" a distance of 194.99 feet to an angle point in said southwesterly line;

Thence South 61° 17' 34" West along said southwesterly line, a distance of 16.22 feet;

Thence North 26° 44' 26" West a distance of 53.81 feet;

Thence South 63° 15' 34" West a distance of 16.67 feet;

Thence North 26° 44' 26" West a distance of 62.95 feet;

Thence North 63° 14' 53" East a distance of 260.75 feet to a point on the westerly right-of-way of La Sierra Avenue as described in a Grant of Easement recorded May 24, 2010, as Document No. 2010-0238427 of Official Records of Riverside County, California, also being the northeasterly line of said Parcel "A";

The following eight (8) courses being along the northeasterly and southeasterly line of said Parcel "A";

Thence South 29° 30' 54" East along said westerly right-of-way of La Sierra Avenue a distance of 19.97 feet to the beginning of a tangent curve, concave to the Southwest, having a radius of 235.78 feet,

Thence Southeasterly along said curve, to the right, through a central angle of 09° 13' 47", having a radius of 235.78 feet, an arc length of 37.98 feet;

Thence South 20° 17' 07" East a distance of 41.03 feet to the beginning of a tangent curve, concave to the Northeast, having a radius of 260.00 feet;

Thence Southeasterly along said curve, to the left through a central angle of 09° 13' 47", an arc length of 41.88 feet;

Thence South 29° 30' 54" East continuing along said westerly right-of-way a distance of 144.98 feet;

Thence South 22° 45' 09" West a distance of 29.08 feet;

Thence South 61° 17' 34" West a distance of 177.67;

The preceding seven (7) courses are hereinafter referred to as "Course A";

Thence continuing South 61° 17' 34" West a distance of 29.02 feet to the TRUE POINT OF BEGINNING;

Subject to the Waiver and Relinquishment of all rights of Ingress and Egress to and from Pierce Street and La Sierra Avenue over and across the line hereinabove referred to as course "A". This Waiver and Relinquishment shall be binding upon the undersigned and upon the heirs, successors and assigns of the undersigned all of whom shall not permit ingress or egress from said streets to said real property over and across said course "A"

Contains 1.655 acres, more or less.

PARCEL 2

That portion of Parcels "A","C" and all of Parcel "D" of City of Riverside Certificate of Compliance for Lot Line Adjustment No. LL-P14-0653 recorded August 19, 2014 as document no. 2014-0313317, Official Records of Riverside County, California, being more particularly described as follows:

Commencing at the most southerly corner of said Parcel "A";

Thence North 26° 44' 26" West along the southwesterly line of said Parcel "A" a distance of 194.99 feet to an angle point in said southwesterly line;

Thence South 61° 17' 34" West along said southwesterly line, a distance of 16.22 feet to the TRUE POINT OF BEGINNING;

Thence North 26° 44' 26" West a distance of 53.81 feet;

Thence South 63° 15' 34" West a distance of 16.67 feet;

Thence North 26° 44' 26" West a distance of 62.95 feet;

Thence North 63° 14' 53" East a distance of 260.75 feet to a point on the westerly right-of-way of La Sierra Avenue as described in a Grant of Easement recorded May 24, 2010, as Document No. 2010-0238427 of Official Records of Riverside County, California, also being the Northeasterly line of said Parcel "A";

The following three (3) courses being along the northeasterly line of said Parcels "A", "D" and "C";

Thence North 29° 30' 54" West along said westerly right-of-way a distance of 33.41 feet;

Thence North 24° 42' 21" West a distance of 54.51 feet;

Thence North 26° 24' 42" West a distance of 181.82 feet to a point distant 166.06 feet Southeasterly from the most northerly corner of Parcel "B" of said Certificate of Compliance No. LL-P14-0653;

Thence South 63° 15' 34" West a distance of 144.67 feet;

Thence North 26° 44' 26" West a distance of 35.54 feet;

Thence South 63° 14' 11" West a distance of 96.77 feet;

Thence North 26° 44' 26" West a distance of 119.50 feet;

Thence South 63° 15' 34" West a distance of 27.83 feet;

Thence North 26° 44' 26" West a distance of 25.48 feet to the northwesterly line of said Parcel "A";

Thence South 62° 42' 49" West along said northwesterly line, a distance of 47.91 feet to the most Westerly corner of said Parcel "A";

Thence South 26° 44' 26" East along the southwesterly line of said Parcel "A" a distance of 568.96 feet to an angle point therein;

Thence North 61° 17' 34" East along said southwesterly line, a distance of 71.78 feet to the TRUE POINT OF BEGINNING.

Contains 2.504 acres, more or less.

PARCEL 3

That portion of Parcels "A" and "C" and all of Parcel "B" of City of Riverside Certificate of Compliance for Lot Line Adjustment No. LL-P14-0653, recorded August 19, 2014 as document no. 2014-0313317, official records of Riverside County, California, being more particularly described as follows:

Beginning at the most northerly corner of said Parcel "B";

Thence South 26° 24' 42" East along the northeasterly line of said Parcel "B", a distance of 166.06 feet;

Thence South 63° 15' 34" West a distance of 144.67 feet;

Thence North 26° 44' 26" West a distance of 35.54 feet;

Thence South 63° 14' 11" West a distance of 96.77 feet;

Thence North 26° 44' 26" West a distance of 119.50 feet;

Thence South 63° 15' 34" West a distance of 27.83 feet;

Thence North 26° 44' 26" West a distance of 25.48 feet to the northwesterly line of said Parcel "A";

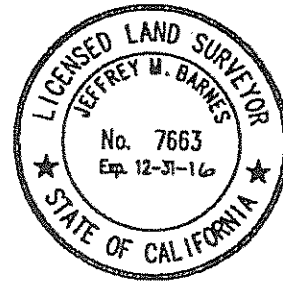
Thence North 62° 42' 49" East along said northwesterly line, and the northwesterly line of said Parcel "B" a distance of 157.33 feet to an Angle point in the northwesterly line of said Parcel "B";


Thence South 26° 24' 42" East continuing along last said northwesterly line a distance of 17.00 feet to an angle point therein;

Thence North 62° 42' 49" East continuing along previously said northwesterly line a distance of 113.00 feet to the TRUE POINT OF BEGINNING.

Contains 0.904 acres, more or less.


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





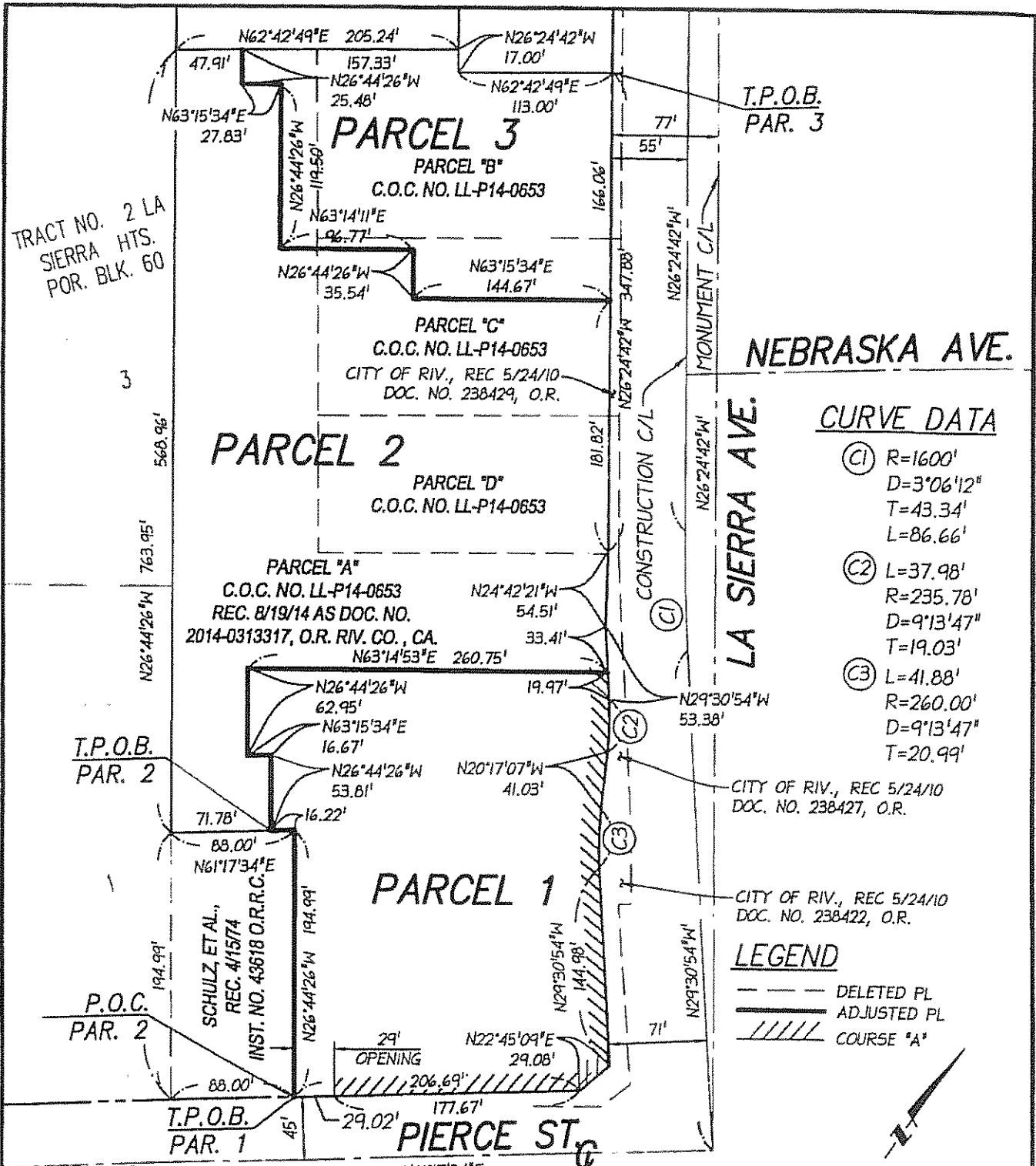
Jeffrey M. Barnes, PLS 7663, Exp. 12-31-16 6/18/2016 Date

DESCRIPTION APPROVAL:

BY:  6/18/15

DATE

FOR: CURTIS C. STEPHENS, L.S. 7519
CITY SURVEYOR

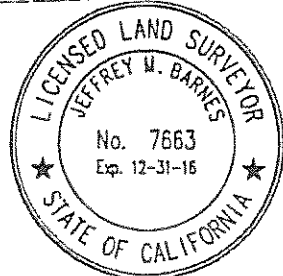
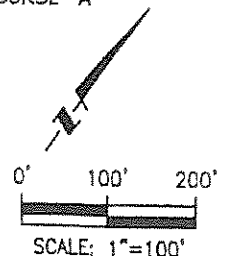


CURVE DATA

- (C1) R=1600'
D=3°06'12"
T=43.34'
L=86.66'
- (C2) L=37.98'
R=235.78'
D=9°13'47"
T=19.03'
- (C3) L=41.88'
R=260.00'
D=9°13'47"
T=20.99'

LEGEND

- - - DELETED PL
- ▬ ADJUSTED PL
- ▨ COURSE "A"



THIS EXHIBIT WAS PREPARED UNDER MY DIRECTION:

Jeffrey M. Barnes 6/18/2016
JEFFREY M. BARNES, PLS 7663 DATE CIA-1321

LOT LINE ADJUSTMENT
CERTIFICATE OF COMPLIANCE
NO. LL-P15-0240

PSOMAS
1500 IOWA AVENUE, SUITE 210
RIVERSIDE, CA 92507
(951) 787-8421 WWW.PSOMAS.COM

SHEET 1 OF 1
DRAFTED: JC
CHECKED: JMB
DATE: 06/18/2015
JOB NO.: 4MCK010200