

WHEN RECORDED MAIL TO:

City Surveyor
City of Riverside
City Hall, 3900 Main Street
Riverside, CA 92522

Project: PW18-0357
Address: 6807 Palm Avenue
APN: 226-221-036

NO RECORDING FEE (AB 110)

2018-0292388

07/20/2018 09:48 AM Fee: \$ 0.00

Page 1 of 6

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



782

For Recorder's Office Use Only

COVENANT AND AGREEMENT
FOR ENCROACHMENT INTO PUBLIC RIGHT OF WAY

THIS COVENANT AND AGREEMENT FOR ENCROACHMENT INTO PUBLIC RIGHT OF WAY ("Agreement") is made and entered into this 27th day of June, 2018, by **Sandals Church Palm Ave., a California Nonprofit Religious Corporation** ("Declarant"), with reference to the following facts:

A. Declarant is the fee owner of the real property located at 6807 Palm Avenue in the City of Riverside, County of Riverside, State of California, Assessor's Parcel No. 226-221-036 and legally described in **Exhibit "A"** attached hereto and incorporated within by reference ("Property").

B. Declarant has applied to the City of Riverside ("City") to allow improvements on the Property to encroach onto City property/right of way. Said encroachment is depicted on Exhibit "B" attached hereto and incorporated herein by reference ("Encroachment Area").

C. As a condition to allow any encroachment onto City property/right of way, the City is requiring Declarant to execute and record this Agreement.

D. Declarant intends by this document to comply with the conditions imposed by the City and to impose upon the Property mutually beneficial restrictions, conditions, covenants and agreements for the benefit of the Property.

NOW, THEREFORE, for the purposes of complying with the conditions imposed by the City, Declarant, for him/her/itself, his/her/its successors and assigns, hereby covenants, acknowledges and agrees that he/she/they/it will comply with the following conditions and restrictions:

1. Declarant agrees to insure that construction of their improvements will not interfere in any way with any existing City or utility facilities.

2. Declarant shall perform the work as owner/builder OR hire a licensed Contractor to perform all work within the City property/right of way. Contractor must furnish the following: (1) Copy of CA State Contractors License and current Riverside City Tax License; (2) Certificate of Insurance for General Liability and Workers' Compensation subject to approval by the City's Risk Management Department. All work within the City property/right of way must be completed to the satisfaction of the City Engineer.

3. Prior to construction, Declarant shall contact Underground Service Alert to field locate existing utility lines. Any conflicts discovered will void this Agreement until acceptable revisions are made. It shall be Declarant's responsibility to determine the location and required clearances from all public and private utility, sewer and drainage facilities prior to any excavations and shall only excavate in compliance with such clearance requirements.

4. Declarant is required to obtain all necessary permits and approvals from all City Departments and/or Agencies, prior to constructing any improvements on City property/right of way, and shall comply with all codes, laws, ordinances and regulations.

5. Declarant acknowledges that there are existing public works and public utility facilities that may interfere with the proposed improvement. All existing utilities, sewers and storm drains must be field located (pot-holed) prior to installation of the proposed facilities. Declarant acknowledges that existing City or utility facilities will require future maintenance, reconstruction, and revisions and that facilities may be added, any of which may result in removal or alteration of Declarant's improvements without reimbursement to Declarant.

6. Declarant herewith agrees to hold the City harmless from and against all claims demands, costs, losses, damages, injuries, actions for damages and/or injuries, and liability in connection with the construction, encroachment, and/or maintenance to be done by Declarant within the Encroachment Area.

7. After identification of a public need, should the City require the City's property/right of way for a proposed or planned public improvement, the City may revoke this Agreement by providing written notice to Declarant of the revocation. Declarant shall, within the time prescribed by the City, remove all improvements placed, constructed or maintained within the Encroachment Area. If Declarant fails to abide by the removal order of the City, the City shall have the right to remove and destroy the improvements without reimbursement to Declarant. The cost of such removal shall be paid by Declarant to the City and shall constitute a debt owed to the City. No encroachment shall be unreasonably removed by the City.

8. Declarant waives the right of claim, loss, damage or action against the City resulting from revocation, termination, removal of improvements or any action of the City, its officers, agents or employees taken in accordance with the terms herein.

9. If the Public Works Director of the City finds that the Declarant is in default of the terms of this Agreement that shall be cause for revocation.

10. Title 19 of the Riverside Municipal Code for material, height, style and size of wall or fence installed and must remain compliant or this Agreement will be revoked.

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

Sandals Church Palm Ave., a California Nonprofit Religious Corporation

By: 

Name:

Brian Chellette

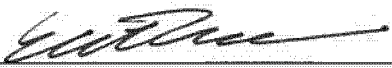
By: 

Name:

Jan Brown

APPROVED AS TO FORM:

APPROVED AS TO CONTENT



Name:

City Attorney's Office



Name:

Public Works Department:

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)
)ss
COUNTY OF RIVERSIDE)

On June 27, 2018, before me, Wendy-Sue McCreedy, Notary Public personally appeared Brian Chelette and Jon Brown 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.

Wendy Sue McCreedy
Notary Signature

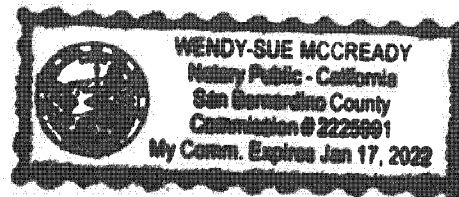


EXHIBIT "A"
LEGAL DESCRIPTION

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

PARCEL A

Lot 1 of the Brusca Tract as shown by map on file in Book 23, Page 18 of Maps, Records of Riverside County, California;

TOGETHER with that portion of the Southeast Quarter of the Southeast Quarter of Section 33, Township 2 South, Range 5 West, San Bernardino Meridian, described as follows:

BEGINNING at the intersection of the Southerly line of Sierra Street and the Westerly line of Palm Avenue;

THENCE South 00°14' West, along said Westerly line of Palm Avenue, a distance of 141.15 feet to a point thereon, also being the Northeast corner of said Brusca Tract;

THENCE South 89°26'30" West, along the Northerly line of said Brusca Tract, a distance of 535.00 feet to the Northwest corner of Lot 6 of said Brusca Tract;

THENCE North 00° 14' East, parallel with said Westerly line of Palm Avenue, a distance of 142.16 feet to a point on said Southerly line of Palm Avenue;

THENCE North 89°33' East, along said Southerly line of Palm Avenue, a distance of 535.00 feet to the **POINT OF BEGINNING**;

EXCEPTING therefrom the Northerly 8.00 feet and the Easterly 4.00 feet of the above described parcel;

ALSO EXCEPTING therefrom the Easterly 4.00 feet of Lot 1 of said Brusca Tract.

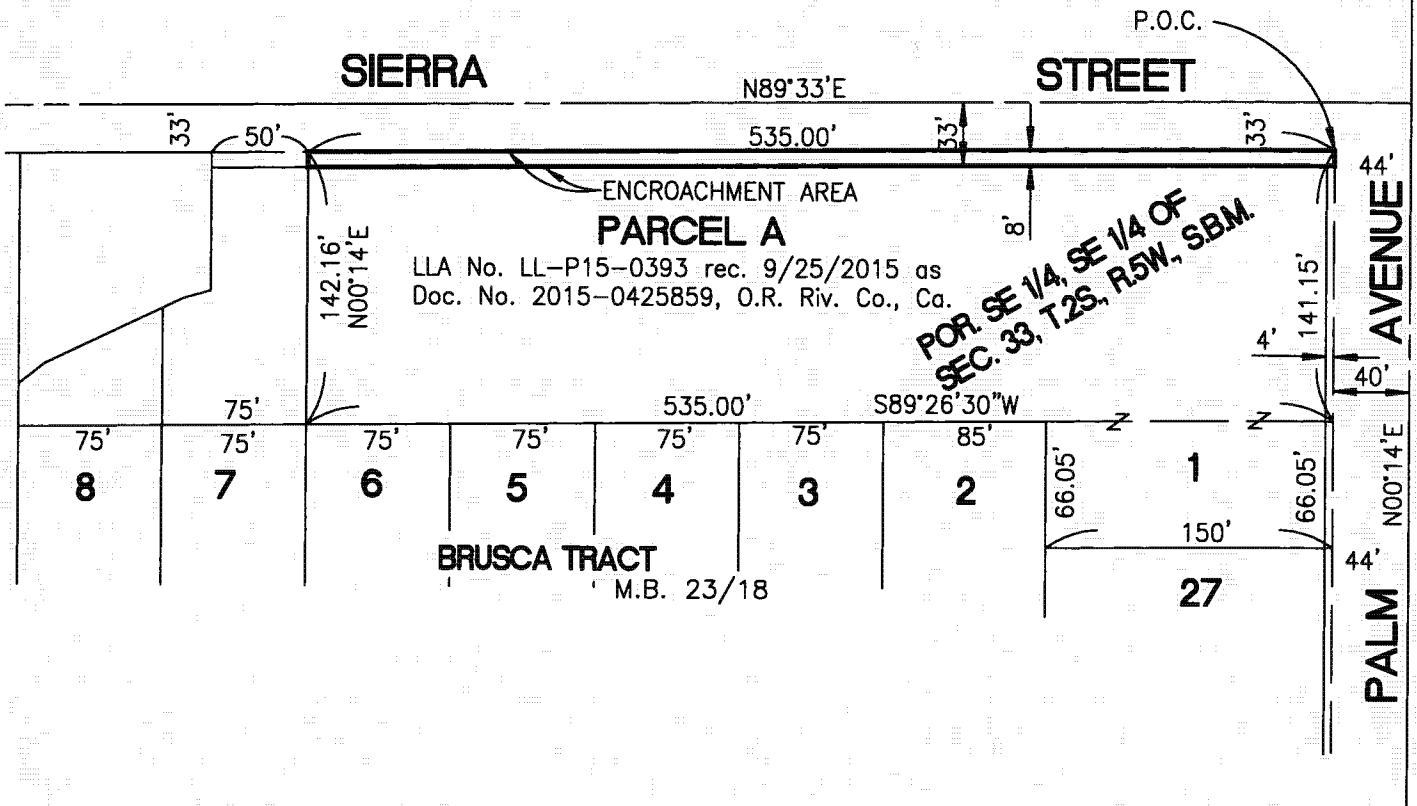
Said legal description is pursuant to Certificate of Compliance for Lot Line Adjustment No. LL-P15-0393 recorded September 25, 2015 as Document No. 2015-0425859, Official Records of Riverside County, California.

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

Curtis C. Stephens 7/16/18 Prep. E.V.
Curtis C. Stephens, L.S. 7519 Date



EXHIBIT "B"



• 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"=100'

DRAWN BY: CURT

DATE: 7/10/18

SUBJECT: 4600 SIERRA STREET - PW18-0357

CA1416-6