

196721

WHEN RECORDED MAIL TO:

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

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

JUN 19 1995

Project: Parcel Map 25927
Sewer Plans
6225 and 6218 Omega Street
Riverside, California

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$ 33

COVENANT AND AGREEMENT FOR
TEMPORARY SEWER HOOKUP AND DRIVEWAY APPROACHES
AND TERMINATION OF PRIOR COVENANT,
AND CONSENT THERETO OF PUBLIC WORKS DIRECTOR

33-2
7

THIS COVENANT AND AGREEMENT FOR TEMPORARY SEWER HOOKUP AND DRIVEWAY APPROACHES AND TERMINATION OF PRIOR COVENANT is made and entered into this 6th day of JUNE, 1995, by RIVERSIDE NATIONAL BANK, a national banking association ("Declarant") with reference to the following facts:

A. Declarant is the fee owner of that certain real property consisting of two parcels ("Parcel 1" and "Parcel 3", respectively) situated in the City of Riverside, County of Riverside, State of California, described as follows:

Parcels 1 and 3 of Parcel Map 25927 as shown by map on file in Book 175 of Parcel Maps, at pages 24 and 25 thereof, records of Riverside County, California.

11/23-5

B. Parcels 1 and 3 are residentially zoned parcels located across from each other on Omega Street, northerly of Atwater Avenue. Parcel 1 has a street address of 6225 Omega Street, Riverside, California; and Parcel 3 has a street address of 6218 Omega Street, Riverside, California. Both parcels are currently undeveloped.

C. A sewer main now extends in Omega Street from Atwater Avenue to a point southerly of Parcels 1 and 3. Parcels 1 and 3 are located at a lower elevation than the terminus of the southerly sewer main in Omega Street. It is intended that Parcels 1 and 3 will be served by a sewer main to be constructed for the residential subdivision to be created by the map for Tentative Tract No. 25486, or a successor tract, located northerly of Parcels 1 and 3. The northerly property is located

DESIGNED AND APPROVED
5/13/95
SUPERVISOR CITY OF RIVERSIDE

C/A-167

at a lower elevation than Parcels 1 and 3. As an interim solution, it has been proposed to provide sewer service to Parcels 1 and 3 by temporary pump stations and lateral lines to pump the sewage uphill to the sewer main located in Omega Street southerly of Parcels 1 and 3.

D. As a condition for the approval of the sewer plans for Parcel Map 25927 by the Public Works Department of the City of Riverside, JAMES M. KIMMEL, DEBORAH L. KIMMEL, DANNY D. PATTERSON and CAROLYN H. PATTERSON ("Prior Owners") as the fee owners of Parcels 1 and 3 at the time of approval of the sewer plans and the filing of Parcel Map 25927 were required by the City of Riverside ("City") to execute and record a document wherein they agreed to construct the temporary pump stations and lateral lines to connect Parcels 1 and 3 to the sewer main located in Omega Street southerly of said parcels and to remove said temporary pump stations and lateral lines at such time as the sewer main from the property northerly thereof is extended to the northerly property lines of said parcels and Parcels 1 and 3 are connected thereto. To meet this condition, a Covenant and Agreement was executed by the Prior Owners on December 27, 1991, and thereafter recorded on April 9, 1992, as Instrument No. 127386, Official Records of Riverside County, California ("Prior Covenant").

E. Prior Owners were also required to file with City a surety bond or other security to secure the installation of the temporary pump stations and lateral lines as well as other improvements including driveway approaches required as a condition of approval for Parcel Map 25927. In addition, Prior Owners were required to file with City a separate surety bond or other security to insure the removal of the temporary pump stations and lateral lines at such time as the sewer main from the property northerly thereof is extended and Parcels 1 and 3 are connected thereto.

F. As Parcels 1 and 3 are still not developed, it would be more appropriate to defer the installation of the temporary sewer pumping stations and the driveway approaches until such time as building plans are submitted to City and the proposed locations of the residence and other structures on each parcel are known so that the sewer pumping stations and driveway approaches can be properly placed in relation thereto. City is willing to defer the requirement for the installation of the temporary sewer pumping station and driveway approach for each parcel and the posting of security to insure such installation as well as the posting of a security to insure the later removal of the temporary sewer pumping station until such time as a building permit is issued by City for the development of each such parcel subject to Declarant executing a recordable document acknowledging the requirements and the deferment of such requirements.

G. Declarant is willing to terminate the Prior Covenant and enter into a new and different Covenant and Agreement wherein it agrees that at the time of the issuance of building permits for the development of Parcel 1 and for the development of Parcel 3, temporary sewer hookups will be required by the installation of temporary pump stations and lateral lines for connection to the sewer main located in Omega Street southerly of said parcels unless and until permanent sewer connections can be provided by way of the extension of the sewer main from the property northerly of Parcels 1 and 3, and that driveway approaches will be required at the time of issuance of a building permit for the development of each such parcel.

NOW, THEREFORE, for the purpose of complying with a condition imposed by the City of Riverside for deferment of certain requirements previously imposed as conditions for the approval of Parcel Map 25927, Declarant hereby covenants and agrees with City and declares that the following shall apply to the Property:

1. At the time building permits are issued for the development of Parcel 1 and for the development of Parcel 3, the owner of the parcel to be developed shall at such owner's cost and expense construct the required driveway approach or approaches and have installed the temporary pump station and lateral line to allow the connection of said parcel to the sewer main located in Omega Street southerly of said parcel if at the time of issuance of such building permit the sewer main from the property northerly of said Parcels 1 and 3 has not been extended southerly to the northerly property lines of said parcels. In addition, at the time the building permit is issued, the owner of the parcel being developed shall post with City such amount as estimated by City to be the reasonable cost of removing the sewer pump station and lateral line connecting said parcel to the sewer main located in Omega Street southerly of said parcel.

2. Declarant for itself and its successors and assigns hereby acknowledges and agrees that the use of the sewer pump stations and the lateral lines providing sewer services for each parcel through connections to the sewer main in Omega Street southerly of said parcels will be temporary in nature. Declarant further acknowledges and agrees that in the event of the failure of either pump to work properly for whatever reason, sewer service will not be available for that parcel.

3. Declarant agrees for itself and its successors and assigns that the temporary pumping stations and lateral lines to the sewer main located in Omega Street southerly of the parcels shall be removed at such time as the sewer main from the property northerly of Parcels 1 and 3 is extended southerly to the northerly property lines of said parcels and Parcels 1 and 3 are connected thereto. Declarant further agrees for itself and its successors and assigns that Parcel 1 and Parcel 3 shall be promptly connected to the sewer main

when said sewer main is extended to their northerly boundaries and becomes operational, but in no event later than ninety (90) days from issuance by the Public Works Director of City or the authorized designee of the Public Works Director of a written notice to so connect. Declarant further agrees for itself and its successors and assigns that the temporary sewer pump stations and lateral lines connecting Parcels 1 and 3 to the sewer main in Omega Street southerly of said parcels shall be promptly removed when said Parcels 1 and 3 are connected to the sewer main extended to the northerly boundaries of said parcels, but in no event later than ninety (90) days from issuance by the Public Works Director of City or the authorized designee of the Public Works Director of a written notice to so remove said temporary pump stations and lateral lines.

4. Declarant and each successive owner or occupant of both Parcel 1 and Parcel 3 hereby release City, its officers and employees from any and all claims, demands, suits or actions that the Declarant or successive owners and their heirs, successors or assigns may now or in the future having arising out of or incurred as a result of the failure of a temporary pump station or lateral or the loss of sewer service. Declarant agrees that the matters released herein are not limited to matters which are known or disclosed, and Declarant, for itself and each successive owner or occupant waives 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 it is familiar with, has read, and understands Civil Code Section 1542, and it realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to claims, which are presently unknown, unanticipated and unsuspected, and Declarant further agrees, represents and warrants that this Release has been negotiated and agree upon in light of that realization and that Declarant nevertheless intends to release, discharge and acquit City from any such unknown claims which are in any way related to the temporary sewer hookup or the failure of the temporary pump stations.

5. The terms of this Covenant and Agreement may be enforced by City, its successors and assigns. Should City bring an action to enforce any of the terms of this Covenant and Agreement, the prevailing party shall be entitled to court costs, including reasonable attorneys' fees.

6. This Covenant and Agreement shall run with the land and

each and all of its terms shall be binding upon Declarant, its successors and assigns, and shall continue in effect until such time as a permanent sewer service for Parcel 1 and Parcel 3 is operational and a written notice of the termination of the Covenant and Agreement is executed by the Public Works Director of the City of Riverside, California and duly recorded.

7. With the consent of the Public Works Director of the City of Riverside, that certain Covenant and Agreement executed by Prior Owners on December 27, 1991, and recorded on April 9, 1992, as Instrument No. 127386, Official Records of Riverside County, California, is hereby terminated and superseded by this Covenant and Agreement for Temporary Sewer Hookup and Driveway Approaches upon its recordation.

IN WITNESS WHEREOF Declarant has caused this Covenant and Agreement for Temporary Sewer Hookup and Driveway Approaches and Termination of Prior Covenant to be executed the day and year first written above.

RIVERSIDE NATIONAL BANK, a national
banking association

By Leon G. Shardon

Leon G. Shardon

VICE PRESIDENT

Title CREDIT MANAGEMENT MANAGER

Approved as to Content:

P. C. Mainly
Public Works Department

Approved as to Form:

[Signature]
Assistant City Attorney

CONSENT OF PUBLIC WORKS DIRECTOR TO TERMINATION OF PRIOR COVENANT

The Public Works Director of the City of Riverside hereby consents to the termination of that certain Covenant and Agreement executed by JAMES M. KIMMEL, DEBORAH L. KIMMEL, DANNY D. PATTERSON and CAROLYN H. PATTERSON, on December 27, 1991, and recorded on April 9, 1992, as Instrument No. 127386, Official Records of Riverside County, California, and hereby releases said Covenant and Agreement dated December 27, 1991 upon the recordation of the above Covenant and Agreement for Temporary Sewer Hookup and Driveway Approaches and Termination of Prior Covenant in the office of the County Recorder for Riverside County, California.

for W.C. [Signature]
Public Works Director

Approved as to Form:

[Signature]
Assistant City Attorney

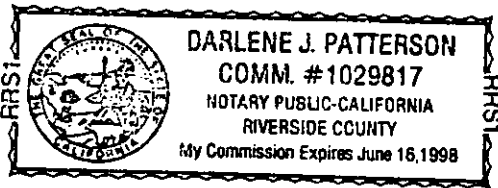
State of California)
County of Riverside) ss

On June 6, 1995, before me, a notary public in and for said State, personally appeared _____

Leon G. Shordon

personally known to me (~~or 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.

WITNESS my hand and official seal.



Darlene J. Patterson
Signature

CAPACITY CLAIMED BY SIGNER

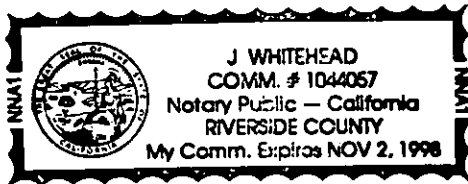
- () Attorney-in-fact
- (X) Corporate Officer(s)
Title Vice President Title _____
- () Guardian /Conservator
- () Individual(s)
- () Partner(s)
() General () Limited
- () Trustee(s)
- () Other _____

The party(ies) executing this document is/are representing:

C/A-167

State of California)
) ss
County of Riverside)

On June 15, 1995, before me, the undersigned, a notary public in and for said State, personally appeared W. L. KRAISOSKY, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.



Signature

C/A-167

WHEN RECORDED MAIL :

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

Project: Parcel Map 25927
Sewer Plans

127386

RECEIVED FOR RECORD
AT 11:00 O'CLOCK

APR - 9 1992

Recorded in Official Records
of Riverside County, California

W. J. [Signature]
Recorder
Fees \$ 17

COVENANT AND AGREEMENT
(Temporary Sewer Hookup)

THIS C&A TERMINATED
WITH RECORDATION OF
DOCUMENT 196721
(COPY IN THIS FILE)

THIS COVENANT AND AGREEMENT is made and entered into this 27th day of December, 1991, by JAMES M. KIMMEL and DEBORAH L. KIMMEL, husband and wife as community property, as to an undivided 50% interest, and DANNY D. PATTERSON and CAROLYN H. PATTERSON, husband and wife as community property, as to an undivided 50% interest ("Declarants") with reference to the following facts:

A. Declarants are the owners of that certain real property consisting of two parcels ("Parcel 1" and "Parcel 3", respectively) located in the City of Riverside, County of Riverside, State of California, described as follows:

Parcels 1 and 3 of Parcel Map 25927 as shown by map on file in Book 175 of Parcel Maps, at pages 24 through 25 thereof, records of Riverside County, California.

B. Parcels 1 and 3 are residentially zoned lots located across from each other on Omega Street, northerly of Atwater Avenue. A sewer main now extends in Omega Street from Atwater Avenue to a point southerly of Parcels 1 and 3. Parcels 1 and 3 are located at a lower elevation than the terminus of the southerly sewer main in Omega Street.

C. It is intended that Parcels 1 and 3 will be served by a sewer main to be constructed for the residential subdivision to be created by the map for Tentative Tract No. 25486 (or a successor tract) located northerly of Parcels 1 and 3. The northerly property is located at a lower elevation than Parcels 1 and 3.

D. As an interim solution, Declarants propose to provide sewer service to Parcels 1 and 3 by temporary pump stations and laterals to pump the sewage uphill to the sewer main located in Omega Street southerly of Parcels 1 and 3.

E. As a condition for the approval of the sewer plans for Parcel Map 25927 by the Public Works Department of the

DESCRIPTION APPROVAL 3/9/92
[Signature]
SURVEYOR, CITY OF RIVERSIDE

City of Riverside (the "City"), Declarants must execute and record a Covenant and Agreement acknowledging the temporary nature of the sewer connection for Parcels 1 and 3 to the sewer main located in Omega Street southerly of Parcels 1 and 3; agreeing to remove the pump station and laterals connecting to the sewer main in Omega Street southerly of Parcels 1 and 3 at such time as the sewer main is extended from the northerly property to the northerly property line of said Parcels 1 and 3; and to release the City from any claims or liability arising out of the failure of the temporary pump stations.

NOW, THEREFORE, incorporating the above recitals and for the purpose of complying with a condition of approval of the sewer plans for Parcel Map 25927, Declarants hereby declare that Parcels 1 and 3 are, and shall hereafter be held, transferred, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the following terms, conditions and restrictions:

1. Declarants shall construct or cause to be constructed on Parcels 1 and 3, temporary pump stations and laterals to connect said parcels to the sewer main located in Omega Street southerly of said parcels. Declarants for themselves and their heirs, successors and assigns hereby acknowledge and agree that the use of the pump stations and the sewer laterals providing sewer services for each parcel through connections to the sewer main in Omega Street southerly of said parcels are temporary in nature. Declarants further acknowledge and agree that in the event of the failure of either pump to work properly for whatever reason, sewer service will not be available to that parcel.

2. Declarants hereby agree that they shall remove from Parcels 1 and 3 the temporary pumping stations and laterals to the sewer main located in Omega Street southerly of the parcels at such time as the sewer main from the property northerly of Parcels 1 and 3 is extended southerly to the northerly property lines of said parcels and Parcels 1 and 3 are connected thereto. Declarants further agree for themselves and their heirs, successors and assigns that Parcels 1 and 3 shall be promptly connected to the sewer main when it is extended to their northerly boundaries and becomes operational, but in no event later than ninety (90) days from issuance by City of a written notice to so connect. Declarants further agree for themselves and their heirs, successors and assigns that the temporary sewer pump stations and laterals connecting Parcels 1 and 3 to the sewer main in Omega Street southerly of said parcels shall be promptly removed when said Parcels 1 and 3 are connected to the sewer main extended to their northerly boundaries, but in no event later than ninety (90) days from issuance by City of a written notice to so remove said temporary pump stations and laterals.

3. Declarants and each successive owner or occupant of Parcel 1 or Parcel 3 hereby release the City, its officers and employees from any and all claims, demands, suits or actions that the

Declarants or successive owners or occupants and their heirs, successors or assigns may now or in the future have arising out of or incurred as a result of the failure of a temporary pump station or lateral or the loss of sewer service. Declarants agree that the matters released herein are not limited to matters which are known or disclosed, and Declarants, for themselves and each successive owner or occupant waives 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, Declarants agree, represent and warrant that they are familiar with, have read, and understand Civil Code Section 1542, and they realize and acknowledge that factual matters now unknown to them may have given or may hereafter give rise to claims, which are presently unknown, unanticipated and unsuspected, and Declarants further agree, represent and warrant that this Release has been negotiated and agreed upon in light of that realization and that Declarants nevertheless intend to release, discharge and acquit the City from any such unknown claims which are in any way related to the temporary sewer hookup or the failure of the temporary pump stations.


4. This Covenant and Agreement shall run with the land and shall be binding upon Declarants, their heirs, successors and assigns, and shall continue in effect until such time as a permanent sewer service for each parcel is operational and a written notice of termination of the Covenant and Agreement is executed by the Public Works Director of City and recorded.

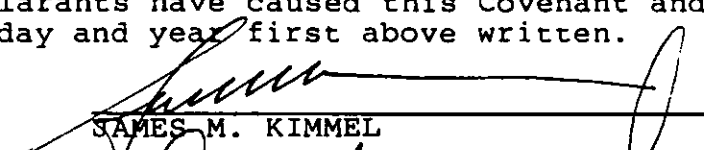
IN WITNESS WHEREOF Declarants have caused this Covenant and Agreement to be executed the day and year first above written.


APPROVED AS TO CONTENT:


Public Works Department

APPROVED AS TO FORM:


Assistant City Attorney
BP/3398A/jm
12/5/91


JAMES M. KIMMEL


DEBORAH L. KIMMEL


DANNY D. PATTERSON


CAROLYN H. PATTERSON