

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

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

Project: Parcel Map 26475

437966

RECEIVED FOR RECORD  
Min. Past 10'clock P.M.

DEC 18 1991

Recorded in Official Records  
of Riverside County, California

Recorder

*Mark J. Blum*  
Fees \$ 171-

COVENANT AND AGREEMENT  
ESTABLISHING COMMON FIRE PROTECTION WATER SERVICE

THIS COVENANT AND AGREEMENT is made and entered into this 29th day of October, 1991, by METROBANK, a California state banking corporation, (hereinafter referred to as "Declarant") with reference to the following facts:

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

Parcel 1 and Parcel 2 of Parcel Map 26475 as shown by map on file in Book 173 of Parcel Maps, at pages 90 through 92 thereof, records of Riverside County, California.

The Property is an industrial development situated easterly of Keats Drive at its intersection with Latham Street, approximately 270 feet northerly of Fairground Street in the Light Manufacturing and Business Park Combining Zones ("M-1-BP").

B. The Property is currently developed with two one-story industrial buildings. By Parcel Map 26475, Declarant proposes to divide the Property into two parcels to be known as "Parcel 1" and "Parcel 2" respectively. Each parcel has one of the existing buildings located thereon. Parcel 1 bears the street address of 1966 Keats Drive and Parcel 2 bears the street address of 1956 Keats Drive.

C. The two buildings, when they were constructed on a single parcel, were served by a common fire service connection. With the recordation of Parcel Map 26475, said common fire service connection will be located at the southwesterly corner of Parcel 2, near the common boundary line with Parcel 1 and Keats Drive.

DESCRIPTION APPROVAL 11/6/91  
*George P. Hitchcock*  
SURVEYOR, CITY OF RIVERSIDE

D. As a condition of approval for the recordation of Parcel Map 26475, 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, maintenance and billing of the common fire service connection located on Parcel 2 for the benefit of both Parcel 1 and Parcel 2.

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 Fire Protection Water Service Agreement.

Parcels 1 and 2 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 Parcel Map 26475 at its southwesterly corner near its common boundary line with Parcel 1 and Keats Drive. The billing from City for the fire protection water service through this connection shall be sent to and be the responsibility of the owner of Parcel 2 bearing the street address of 1956 Keats Drive, and shall be promptly paid by said owner, provided, however, the owner of Parcel 2 may bill the owner of Parcel 1 in an amount not to exceed one-half the amount billed by City. The owner of Parcel 1 shall reimburse the owner of Parcel 2 any amount so billed as provided above within fifteen (15) days following receipt of a statement evidencing payment of such charges to City by such owner. Any such amount which is not paid within such fifteen (15) day period will thereafter bear interest at the highest rate allowed under California law, and if not satisfied within thirty (30) days following such written request, the owner of Parcel 2 may (a) initiate appropriate legal action in any court having jurisdiction for collection of such delinquent amount; and (b) take such other action as permitted by law.

2. Grant of Easement for Fire Protection Water Service Line. Declarant hereby establishes, grants and reserves a nonexclusive easement for the construction, maintenance, repair, replacement and use of an underground fire protection water service line and for ingress and egress in connection with said facility for the use and benefit of and as an easement appurtenant to Parcel 1 of the Property along and across the most southerly 15.00 feet from the most southwesterly point of Parcel 2 of Parcel Map 26475 as shown by map on file in Book 173 of Parcel Maps, at pages 90 through 92 thereof, records of Riverside County, California.

3. Maintenance of Fire Protection Water Service Lines. The owner of each parcel of the Property shall be responsible for the routine maintenance and timely repair of the fire protection water service line on such parcel including that portion of such line

lying within the easement area above described. As a 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 as existed prior to such work being done.

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 of enforce any provision of this Declaration shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other provision.

5. 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 it 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 that realization and that Declarant nevertheless intends to release, 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 service 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 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.

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

METROBANK, a California state banking corporation

By *Eiji Yamanishi*  
Eiji Yamanishi  
Title Corporate Sr. Vice President

By *Paul N. Hayashi*  
Paul N. Hayashi  
Title Senior Vice President

BP/3321A/sb/jm  
10/29/91

APPROVED AS TO FORM  
*Barbara J. ...*  
AUST. CITY CLERK

STATE OF CALIFORNIA        )  
 COUNTY OF LOS ANGELES    )

On **October 29, 1991**, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **EIJI YAMANISHI** personally known to me to be the person who executed the within instrument as Corporate Senior Vice President on behalf of **METROBANK**, a California state banking corporation, the corporation therein named, and acknowledged to me that such corporation executed it.

WITNESS my hand and official seal.

*M. Suzanne Ladrido*  
 M. Suzanne Ladrido, Notary Public



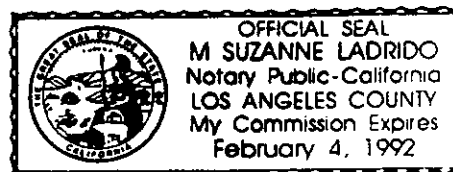
NOTARY SEAL

STATE OF CALIFORNIA        )  
 COUNTY OF LOS ANGELES    )

On **October 29, 1991**, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **PAUL N. HAYASHI** personally known to me to be the person who executed the within instrument as Corporate Senior Vice President on behalf of **METROBANK**, a California state banking corporation, the corporation therein named, and acknowledged to me that such corporation executed it.

WITNESS my hand and official seal.

*M. Suzanne Ladrido*  
 M. Suzanne Ladrido, Notary Public



NOTARY SEAL