

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 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
George P. Hutchins
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.

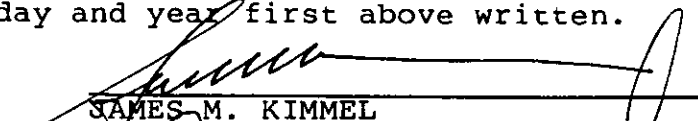
In this connection, Declarants agree, represent and warrant that they are familiar with, have read, and understand Civil Code Section 1542, and they realize and acknowledge that factual matters now unknown to them may have given or may hereafter give rise to claims, which are presently unknown, unanticipated 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



JAMES M. KIMMEL


DEBORAH L. KIMMEL


DANNY D. PATTERSON


CAROLYN H. PATTERSON

APPROVED AS TO FORM:


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