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WHEN RECORDED MAIL TO:

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

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

JUL 21 1992

Recorded in Official Records
of Riverside County, California

Recorder

Fees \$14-

Project: Parcel Map 21185

COVENANT AND AGREEMENT AND GRANT OF EASEMENTS

This Covenant and Agreement and Grant of Easements is made and entered into this 17 day of July, 1992, by Park Atlanta Associates, a California limited partnership ("PAA"), and Park Atlanta II, a California limited partnership ("PAA-II").

WHEREAS PAA is the owner of record of the real property situated in the City of Riverside, County of Riverside, State of California, more particularly described as Parcels 1 and 3 of Parcel Map 21185, as shown by map on file in Book 138 of Parcel Maps at pages 16 through 18 thereof, Records of Riverside County, California (hereinafter referred to individually as Parcels 1 and 3); and

WHEREAS PAA-II is the owner of record of the real property situated in the City of Riverside, County of Riverside, State of California, more particularly described as Parcel 2 of Parcel Map 21185 as shown by map on file in Book 238 of Parcel Maps at pages 26 through 18 thereof, Records of Riverside County, California (hereinafter referred to as Parcel 2); and

WHEREAS Parcels 1, 2, and 3 were created by the recordation of Parcel Map 21185; and

WHEREAS the City of Riverside has issued building permits for Parcels 1, 2, and 3; and

WHEREAS the City of Riverside required as a condition of approving Parcel Map 21185 and issuing building permits for Parcels 1, 2, and 3 that easements be established for domestic and fire protection water services across Parcels 1 and 2; and

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WHEREAS the undersigned desire to restrict the property with the obligations contained herein.

NOW, THEREFORE, for a valuable consideration, the receipt of which is hereby acknowledged, the undersigned agree as follows:

1. PAA hereby grants to PAA-II an eight-foot wide nonexclusive easement appurtenant to Parcels 2 and 3 for one domestic water service line and one fire protection service line, on, over, under, along, and across those portions of Parcel 1 where the domestic water line and fire service protection line currently are located, or as they may be relocated, from time to time, by the owner of Parcel 1, or its successors or assigns.

2. PAA-II hereby grants to PAA, its successors and assigns, an eight-foot wide, nonexclusive easement appurtenant to Parcel 3 for one fire protection water service line, on, over, under, along, and across those portions of Parcel 2 where the fire protection water service line currently is located, or as it may be relocated, from time to time, by the owner of Parcel 2, or its successors or assigns.

3. The easements granted herein shall include the right to construct, install, maintain, repair, and replace the domestic water service line and the fire protection water service line located within the easement areas, and for ingress, egress and access in connection therewith.

4. PAA hereby covenants and agrees that in the event Parcel 1 or Parcel 3 is sold or ownership is otherwise changed so that the two parcels are not held by the same entity, concurrent with the conveyance of the parcels, the grantor shall grant and/or reserve, as appropriate, the nonexclusive easement as described in paragraph 1 of this Covenant and Agreement and Grant of Easements. The easement shall include all rights deemed reasonable and necessary for the construction, maintenance and use thereof, and shall include the rights set forth in paragraph 3 hereof.

5. PAA and PAA-II agree that Parcels 1, 2, and 3 may be served with one common fire protection water service line, and that Parcels 1 and 2 may be served with one common domestic water service line. Prompt payment of the billing from the City of Riverside for such services shall be the

responsibility of the owner of Parcel 1. The owner of Parcel 1 may bill the owner of Parcel 2 for Parcel 2's share of the domestic water service billing, and the owners of Parcels 2 and 3 for their share of the fire protection water service billing, at the same rate charged by the City of Riverside for such water services. The undersigned acknowledge and agree that the water provided through the services described herein may only be used on Parcels 1, 2, and 3 and may not be otherwise resold except as provided herein. The owner of Parcel 1 shall also be responsible for the maintenance and timely repair of the domestic water service line serving Parcels 1 and 2 and the fire protection water service line serving Parcels 1, 2, and 3. The owner of Parcel 1 may bill and the owners of parcels 2 and 3 shall pay for their proportionate share of the costs of such maintenance and/or repair based upon the square footage of buildings situated on the respective parcels.

6. The undersigned acknowledge and agree that the provision of water to the property is and shall be governed by the rules and regulations promulgated from time to time by the Public Utilities Board of the City of Riverside and approved by the City Council of the City of Riverside, and the undersigned agree to be bound by and to comply with such rules and regulations as they may be promulgated and amended from time to time.

7. The terms of this Covenant and Agreement and Grant of Easements may be enforced by the City of Riverside, its successors or assigns, or by any owner or tenant of any portion of the property. Should the City or any owner or tenant bring an action to enforce any of the terms of this Covenant and Agreement and Grant of Easements, the prevailing party shall be entitled to reasonable attorneys' fees, expert witnesses' fees and reasonable costs of suit.

8. This Covenant and Agreement and Grant of Easements shall run with the land and be binding upon the undersigned, its successors and assigns and shall continue in effect and shall not be extinguished or altered in any way by the parties hereto or their successors or assigns without the prior written consent of the City Council of the City of Riverside, duly recorded.

IN WITNESS WHEREOF, the undersigned have caused this Covenant and Agreement and Grant of Easements to be executed the day and year first written above.

Park Atlanta Associates,
A California limited partnership

By: Ray Magnon
Ray Magnon, its general partner

Park Atlanta II,
A California limited partnership

By: Park Atlanta Associates,
A California limited partnership,
its general partner

By: Ray Magnon
Ray Magnon,
its general partner