

Handwritten mark

198197

4215875-80

WHEN RECORDED MAIL TO:

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

Project: Parcel Map 26236
Water Main Replacement

RECEIVED FOR RECORD
AT 2:00 O'CLOCK

MAY 26 1993

Recorded in Official Records
of Riverside County, California

Wick
Recorder
Fees \$ 17

SUPPLEMENT TO COVENANT AND AGREEMENT
AND DECLARATION OF RESTRICTIONS

THIS SUPPLEMENT TO COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 17th day of February, 1993, by THE SALVATION ARMY, a corporation (the "Declarant") with reference to the following facts:

Handwritten initials

A. Declarant is the fee owner of the following described real property situated in the City of Riverside, County of Riverside, State of California:

Parcels 1 and 2 of Parcel Map 26236 as shown by map on file in Book 180 of Parcel Maps, at pages 9 and 11 thereof, records of Riverside County, California.

B. By Parcel Map 26236, Declarant seeks to divide the approximately 5.6 acres bounded northerly by the northerly line of that certain parcel of land described in deed to Pacific Electric Railway Company by document recorded April 17, 1914, in Book No. 395, page 69, et seq. of Deeds, records of Riverside County, California, easterly by the westerly line of Orange Street, southerly by the northerly line of First Street, and westerly by the easterly line of Main Street (the "Property").

C. Parcel 1 of Parcel Map 26236 is currently developed with a church and community center bearing the street address of 3695 First Street, Riverside, California. Declarant intends to construct on Parcel 2 of Parcel Map 26236 a senior citizens apartment complex bearing the street address of 3003 Orange Street, Riverside, California.

D. As a condition to the issuance of building permits for the structures located on what is now known as Parcel 1 of

DESCRIPTION APPROVAL
Handwritten signature
SURVEYOR, CITY OF RIVERSIDE
12/7/92

Parcel Map 26236, Declarant was required to replace the existing 6-inch water main within Orange Street fronting the Property with a 12-inch water main for a distance of approximately 760.00 feet and to replace the existing 8-inch water main within Main Street with a 12-inch water main for a distance of approximately 630.00 feet.

E. Instead of replacing the existing water mains as required by the Water Rules of the City of Riverside, Declarant executed a Covenant and Agreement and Declaration of Restrictions dated June 27, 1991, wherein Declarant agreed to pay to City, upon demand, the Distribution System Fee or its equivalent at the rate established in the Water Rules of the City of Riverside then in effect at the time of payment, for the replacement of either or both of the existing water lines. The Covenant and Agreement and Declaration of Restrictions was duly recorded on August 5, 1991 as Instrument No. 267763, Official Records of Riverside County, California.

F. As Declarant is now dividing the Property into two parcels by Parcel Map 26236, the Public Utilities Department of the City of Riverside (the "City") wishes to have clarified the responsibilities and duties of the owners of each parcel in the event either Parcel 1 or Parcel 2 is sold, conveyed or otherwise transferred to another and to more precisely determine the length of existing line to be replaced in each street.

NOW, THEREFORE, Declarant as a condition of approval of Parcel Map 26236 by the Public Utilities Department of the City of Riverside, California, hereby covenants and agrees as follows:

1. Declarant or its successors and assigns as to Parcel 1 of Parcel Map 26236 will pay to City, upon demand, the Distribution System Fee or its equivalent at the rate established in the Water Rules of City then in effect at the time of payment, for the replacement of that portion of the existing 6-inch water main with 12-inch water main within Orange Street fronting said Parcel 1 at such time as it is reasonably determined by City that the water main replacement is required to meet fire flow demands for development of the Property or development of nearby properties. Declarant hereby agrees that portion of the existing 6-inch water main in Orange Street fronting Parcel 1 is 452.09 feet in length.

2. Declarant or its successors and assigns as to Parcel 1 of Parcel Map 26236 will pay to City upon demand, the Distribution System Fee or its equivalent at the rate established in the Water Rules of City then in effect at the time of payment, for the replacement of that portion of the existing 8-inch water main with 12-inch water main within Main Street fronting said Parcel 1 at such time as it is reasonably determined by City that the water main replacement is required to meet fire flow demands for development of the Property or development of nearby properties. Declarant hereby agrees that portion of the existing 8-inch water main in Main Street fronting Parcel 1 is 446.97 feet in length.

3. Declarant or its successors and assigns as to Parcel 2 of Parcel Map 26236 will pay to City, upon demand, the Distribution System Fee or its equivalent at the rate established in the Water Rules of City then in effect at the time of payment, for the replacement of that portion of the existing 6-inch water main with 12-inch water main within Orange Street fronting said Parcel 2 at such time as it is reasonably determined by City that the water main replacement is required to meet fire flow demands for development of the Property or development of nearby properties. Declarant hereby agrees that portion of the existing 6-inch water main in Orange Street fronting Parcel 2 is 242.57 feet in length.

4. Declarant or its successors and assigns as to Parcel 2 of Parcel Map 26236 will pay to City upon demand, the Distribution System Fee or its equivalent at the rate established in the Water Rules of City then in effect at the time of payment, for the replacement of that portion of the existing 8-inch water main with 12-inch water main within Main Street fronting said Parcel 2 at such time as it is reasonably determined by City that the water main replacement is required to meet fire flow demands for development of the Property or development of nearby properties. Declarant hereby agrees that portion of the existing 8-inch water main in Main Street fronting Parcel 2 is 119.34 feet in length.

5. Declarant or the successors or assigns of Declarant as to each parcel shall pay the heretofore described Distribution System Fee or its equivalent within 90 days of written notification from City that the water main replacement is required for water system betterment and fees are due and payable. In the event the Distribution System Fee is not paid to City within said 90 days, the water service to the structure(s) on the parcel upon which such fee is due may be terminated in accordance with the then existing rules for non payment of water charges until such time as the Distribution System Fee has been paid.

6. The purpose of the Supplement to Covenant and Agreement and Declaration of Restrictions is to clarify the responsibilities, duties and obligations of Declarant and its successors and assigns as to Parcel 1 and Parcel 2 of Parcel Map 26236 and does not otherwise amend or modify the Covenant and Agreement and Declaration of Restrictions dated June 27, 1991 and recorded August 5, 1991 as Instrument No. 267763, Official Records of Riverside County, California.

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

8. This Supplement to Covenant and Agreement and Declaration of Restrictions shall run with the land and each and all of its terms shall be binding upon Declarant and the successors and assigns of

Declarant and shall continue in effect for a period of twenty (20) years from June 27, 1991, at which time all provisions herein shall terminate if otherwise not previously released by the Public Utilities Director of the City of Riverside, California.

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

THE SALVATION ARMY,
a corporation

By J. S. [Signature]
Vice President
Title _____

By [Signature]
Secretary
Title ~~Asst~~ Secretary

APPROVED AS TO CONTENT

[Signature]
Public Utilities Department

APPROVED AS TO FORM:

[Signature]
Chief Assistant City Attorney