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WHEN RECORDED MAIL TO:

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

Project: Parcel Map 27636

RECEIVED FOR RECORD  
AT 2:00 O'CLOCK

JUN 2 1993

Recorded in Official Records  
of Riverside County, California

Walter R. Stone  
Recorder  
Fees \$ 14

15

COVENANT AND AGREEMENT  
ESTABLISHING PRIVATE SEWER LINE EASEMENT

THIS COVENANT AND AGREEMENT is made and entered into this 10th day of May, 1993, by DAVID PEERY and STEVEN BERZANSKY ("Declarants") with reference to the following facts:

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A. Declarants are owners of the fee interest in the real property (the "Property") consisting of approximately 0.57 vacant acres located on the northeast side of Bandini Avenue and the southwest side of Elmwood Drive, northwesterly of Olivewood Avenue within the City of Riverside, County of Riverside, State of California, and described as follows:

Parcels 1, 2 and 3 of Parcel Map 27636 as shown by map on file in Book 180 of Parcel Maps, at pages 15 through 16, inclusive, records of Riverside County, California.

Said parcels are hereinafter referred to as "Parcel 1", "Parcel 2" and "Parcel 3", respectively.

B. Declarants propose to divide the Property into three parcels for residential purposes by Parcel Map 27636.

C. By a condition imposed by the City of Riverside ("City") for the approval of Parcel Map 27636, Declarants are required to provide for the installation of sewer laterals to serve the residential development and to provide private sewer easements.

D. Declarants intend by this document to comply with the above-noted condition imposed by City and to impose upon the Property mutually beneficial restrictions, conditions, covenants and agreements for the benefit of each parcel and the future owners of each parcel, and for the same purpose to reserve and grant an easement over a portion of the Property.

NOW, THEREFORE, incorporating the above recitals, Declarants hereby declare that the Property and each parcel thereof, shall be held, transferred, sold, conveyed, leased, occupied and used subject to

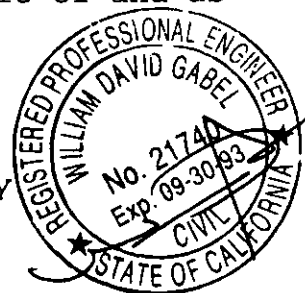
DESCRIPTION APPROVAL 5/18/93  
by  
Walter R. Stone  
SURVEYOR, CITY OF RIVERSIDE

the following covenants, conditions and easements which are for the purpose of complying with a condition imposed by the City of Riverside for the approval of Parcel Map 27636 and for protecting the value and desirability of all parcels of the Property:

1. There is hereby granted, reserved and established over, along and across the following portion of Parcel 1 a nonexclusive easement for private sanitary sewer facilities for the use and benefit of and as an easement appurtenant to Parcels 2 and 3 of the Property:

That portion of Parcel 1 of Parcel Map 27636 as shown by map on file in Book \_\_\_\_\_, Pages \_\_\_\_\_ through \_\_\_\_\_, inclusive, of Parcel Maps, Records of Riverside County, California, more particularly described as follows:

The Southerly 12.00 feet, as measured at right angles to the Southerly line of said Parcel 1.



The nonexclusive easement herein granted shall contain all rights deemed reasonable, necessary and proper for the installation, construction, maintenance, repair, or replacement of private sanitary sewer facilities for the use and benefit of and as an easement appurtenant to Parcel 2 of Parcel Map 27636 and for the use and benefit of and as an easement appurtenant to Parcel 3 of Parcel Map 27636.

2. The cost of the construction, reconstruction, repair and maintenance of the private sewer line shall be borne equally by the owners of Parcels 1, 2 and 3 of the Property; provided, however, any repair or maintenance caused by the sole negligence of the owners or occupants of one of the parcels shall be paid by the owner of that parcel.

3. In the event Declarants shall sell, convey, lease or otherwise change the ownership of any of the parcels of the Property, as such parcel is conveyed, Declarants shall grant or reserve the easement as above described as is appropriate to insure that Parcels 2 and 3 have the use and benefit of the private sanitary sewer facilities located on Parcel 1.

4. This Covenant and Agreement is made and entered into for the purpose of complying with a condition imposed by the City for the approval of Parcel Map 27636, and it shall not be extinguished, terminated, modified, amended, or altered in any way except with the prior written and recorded consent of the City Council of City.

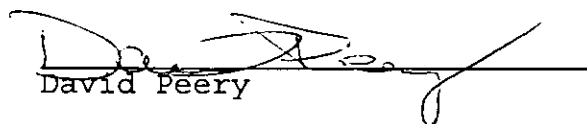
5. This Covenant and Agreement shall not be subject to the doctrine of merger, even though the underlying fee ownership of both parcels of the Property is vested in the same parties.

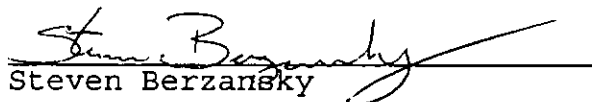
6. The terms and conditions of this Covenant and Agreement may be enforced by an owner, lessee or tenant of either parcel of the Property

and by the City. Should any owner, lessee, tenant or the City bring any legal or equitable proceeding for the enforcement of or to restrain the violation of this Covenant and Agreement or any provision hereof, the prevailing party shall be entitled to costs of suit including reasonable attorneys' fees.

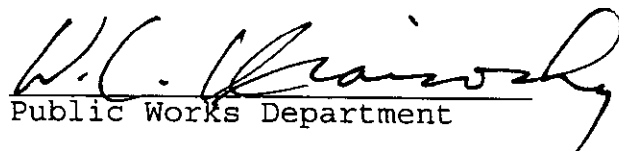
7. Any person who now or hereafter owns or acquires any right, title or interest to any parcel of the Property shall be deemed (a) to have consented and agreed to every covenant, condition, restriction and easement contained herein, and (b) to have been granted or be subject to the easement described in Paragraph 1 above whether any reference to this Covenant and Agreement is contained in the instrument by which such person acquired an interest in such parcel.

IN WITNESS WHEREOF, Declarants have executed this Covenant and Agreement on the date first above written.

  
David Peery

  
Steven Berzansky

APPROVED AS TO CONTENT:

  
Public Works Department

APPROVED AS-TO-FORM:

  
Assistant City Attorney

State of California )  
County of RIVERSIDE ) ss

On 10 MAY 1993, before me SANDRA KAY BROWN, NOTARY PUBLIC  
(date) (name and title of the officer)  
personally appeared STEVEN E. BERZANSKY AND DAVID PEERY

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.

Sandra Kay Brown  
Signature

CAPACITY CLAIMED BY SIGNER

- ( ) Attorney-in-fact
- ( ) Corporate Officer(s)  
Title \_\_\_\_\_ Title \_\_\_\_\_
- ( ) Guardian /Conservator
- ( ) Individual(s)
- ( ) Partner(s)  
( ) General ( ) Limited
- ( ) Trustee(s)
- ( ) Other \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_