

283400

WHEN RECORDED MAIL TO:

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

Project: Tract No. 25486-2
Lots 17 and 18

RECEIVED FOR RECORD
AT 2:00 O'CLOCK

JUL 22 1993

Recorded in Official Records
of Riverside County, California

W. J. [Signature] Recorder
Fees \$ 17-

17

COVENANT AND AGREEMENT
ESTABLISHING EASEMENT FOR PRIVATE SEWER

THIS COVENANT AND AGREEMENT is made and entered into this
1st day of July, 1993, by BEREN, a limited partnership,
(the "Declarant") with reference to the following facts:

A. Declarant is the owner of the real property (the
"Property") consisting of two lots ("Lot 17" and "Lot 18",
respectively) located in the City of Riverside, County of
Riverside, State of California, and described as follows:

Lot 17

Lot 17 of Tract 25486-2 as shown by map on file in
Book 245 of Maps, at pages 59 through 63,
thereof, records of Riverside County, California.

Lot 18

Lot 18 of Tract 25486-2 as shown by map on file in
Book 245 of Maps, at pages 59 through 63,
thereof, records of Riverside County, California.

B. Declarant desires to develop the Property as part of a
residential subdivision. Declarant has submitted a sewer plan
to the City of Riverside (the "City") for Tract No. 25486-2
proposing that Lot 17 be provided sewer service by an easement
across Lot 18 to the public sewer main located in Via Sotelo, a
public street.

C. The City, as a condition of approval of the sewer plans
for Tract No. 25486-2, is requiring the Declarant to establish
a private sewer easement across Lot 18 for the use and benefit
of Lot 17 in order to allow Lot 17 to connect to the public
sewer main located in Via Sotelo.

NOW, THEREFORE, for the purpose of complying with one of the
conditions imposed by the City for the approval of the sewer plan for
Tract No. 25486-2, and in consideration of such approval, the Declarant
hereby covenants and agrees with the City as follows:

1. Declarant hereby establishes, grants and reserves a
nonexclusive easement for the construction, installation, maintenance,
repair, replacement and use of a private sanitary sewer line and for
ingress and egress in connection therewith for the use and benefit of

DESCRIPTION APPROVAL 7/6/93
Walter R. [Signature]
SURVEYOR, CITY OF RIVERSIDE

July 1, 1993

Project No. 9112517

Exhibit "A"

**Private Sewer Easement
Lot 18 - Tract 25486-2**

The Westerly 10.00 feet of Lot 18 of Tract 25486-2 as shown by map on file in Book 245
of Maps, at Pages 57 through 63 thereof, Records of Riverside County California.

J. F. DAVIDSON ASSOCIATES, INC.
Prepared under the supervision of:



Marissa Crowther

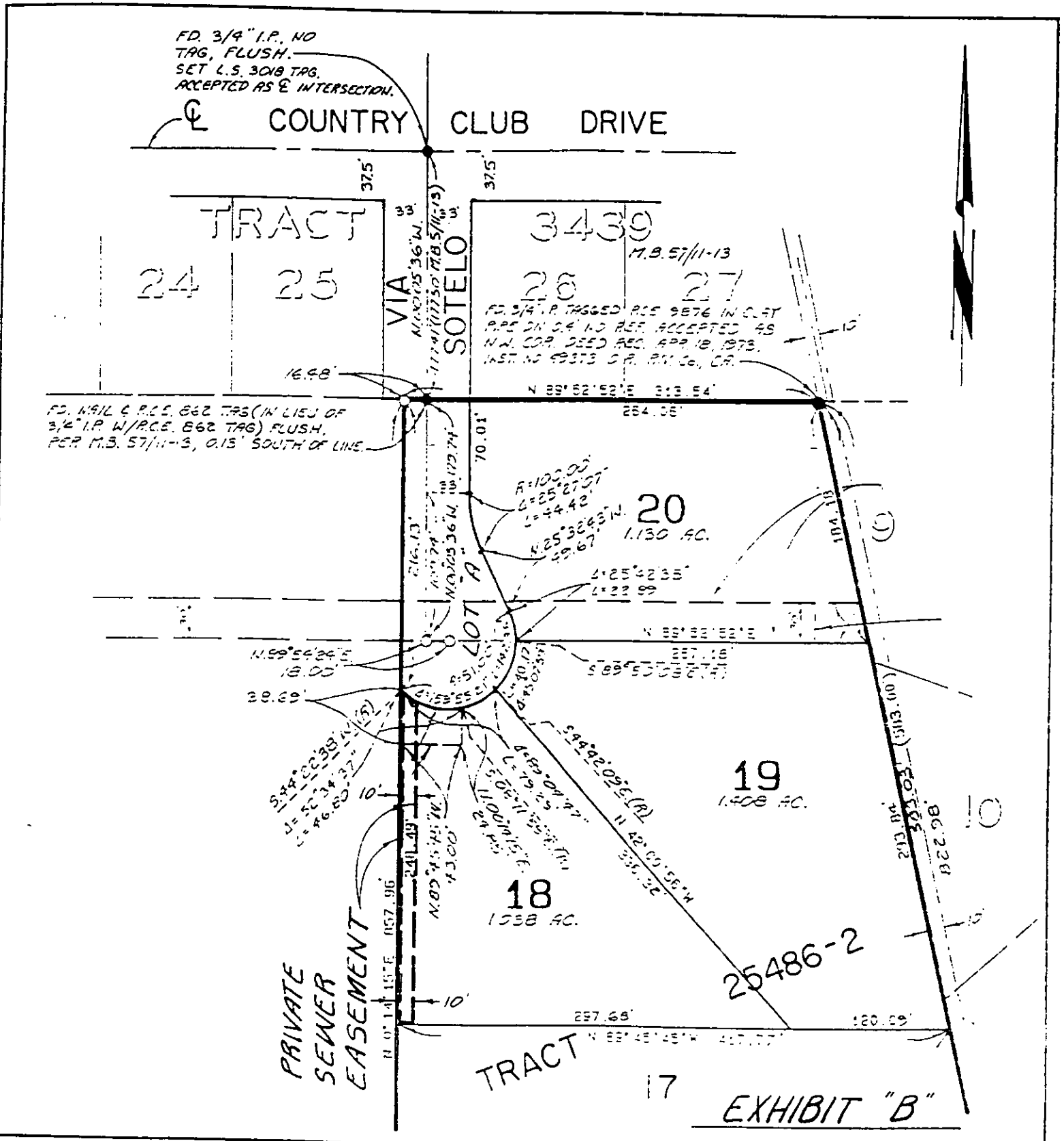
Marissa Crowther

PLS NO. 6152

Date: July 1, 1993

MWC//MC/kat
leg:leg/ha3

DESCRIPTION APPROVAL 7/6/93
for Walter R. Joyce by _____
SURVEYOR, CITY OF RIVERSIDE



• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	SHEET <u>1</u> OF <u>2</u>	91-12517(P)
SCALE: 1" = 100'	DRAWN BY <u>MDM</u> DATE <u>6/16/93</u>	SUBJECT: TRACT 25486-2; PRIVATE SEWER ESMT.

and as an easement appurtenant to Lot 17 over, along and across that portion of Lot 18 described in Exhibit A, attached hereto and incorporated herein by this reference.

2. The sewer line in the above-described easement shall be installed by Declarant to the standards of the City prior to the sale or conveyance by Declarant of either lot of the Property.

3. In the event Declarant shall sell or convey either lot of the Property, or the ownership is otherwise changed, Declarant shall also grant or reserve, as is appropriate, the private sewer easement above described located on Lot 18.

4. The easement herein established shall not be subject to the doctrine of merger, even though the underlying fee ownership of the two lots described herein is vested in one party or entity.

5. Any person who now or hereafter owns or acquires any right, title or interest in or to either lot of the Property shall be deemed (a) to have considered and agreed to every covenant, condition, restriction and easement contained herein; and (b) to have been granted or be subject to the easement established in paragraph 1 above, whether or not any reference to the Covenant and Agreement is contained in the instrument by which such person acquired an interest in such lot.

6. This Covenant and Agreement shall run with the land and shall be binding upon Declarant, its successors and assigns, and shall not be amended, modified or terminated without the written consent of the owners of Lot 17 of the Property and of the Public Works Director of the City duly recorded.

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

BEREN, a limited partnership

By: BEREN CONSTRUCTION CO., a California corporation, as the general partner

By *Clayton R. Berg*
Title VICE PRESIDENT

By _____
Title _____

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney

APPROVED AS TO CONTENT:

[Signature]
Public Works Department