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of Riverside County, California

Recorder
Fees \$ 15-

Project: Tract Map 27919

FOR RECORDER'S OFFICE USE ONLY

COVENANT AND AGREEMENT
ESTABLISHING PRIVATE SEWER LINE EASEMENTS

THIS COVENANT AND AGREEMENT is made and entered into this 21st day of October, 1996, by SHEFFIELD-HAWARDEN HILLS, LLC., a California limited liability company ("Declarant") with reference to the following facts:

A. Declarant is the fee owner of the real property ("the Property") situated in the City of Riverside, County of Riverside, State of California, described as follows:

Lots 1, 2, 6 and 8 of Tract No. 27919 as shown by map on file in Book 260 of Maps, at pages 71 through 74 thereof, records of Riverside County, California.

Said lots are hereinafter referred to as "Lot 1", "Lot 2", "Lot 6" and "Lot 8", respectively.

B. The Property is part of a larger subdivision being divided by Tract Map No. 27919 for residential purposes.

C. By a condition imposed by the City of Riverside ("City") for the approval of Tract Map 27919, Declarant is required to provide for the installation of sewer laterals to serve the residential development and to provide private sewer easements for those lots which do not have direct access to the sewer main to be located in Dulcet Place, a public street.

D. Declarant intends 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 lot and the future owners of each lot, and for the same purpose to reserve and grant easements over portions of the Property.

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

DESCRIPTION APPROVAL 10/15/96
Walter R. Adams by
for SURVEYOR, CITY OF RIVERSIDE

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 Tract Map 27919 and for protecting the value and desirability of all lots of the Property:

1. There is hereby granted, reserved and established over, along and across the following portion of Lot 8 a nonexclusive easement for private sanitary sewer facilities for the use and benefit of and as an easement appurtenant to Lot 1 of the Property:

The westerly 12.00 feet of Lot 8 of Tract Map 27919 as shown by map on file in Book 260, Pages 71 through 74, inclusive, of Maps, records of Riverside County, California.

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 Lot 1 of Tract Map 27919.

2. There is hereby granted, reserved and established over, along and across the following portion of Lot 6 a nonexclusive easement for private sanitary sewer facilities for the use and benefit of and as an easement appurtenant to Lot 2 of the Property:

The westerly 12.00 feet of Lot 6 of Tract Map 27919 as shown by map on file in Book 260, Pages 71 through 74, inclusive, of Maps, records of Riverside County, California.

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 Lot 2 of Tract Map 27919.

3. The cost of the construction, reconstruction, repair and maintenance of the private sewer line on Lot 8 for the use and benefit of Lot 1 shall be borne by the owner of Lot 1; provided, however, any repair or maintenance caused by the sole negligence of the owner or occupants of Lot 8 shall be paid by the owner of said Lot 8. The cost of the construction, reconstruction, repair and maintenance of the private sewer line on Lot 6 for the use and benefit of Lot 2 shall be borne by the owner of Lot 2; provided, however, any repair or maintenance caused by the sole negligence of the owners or occupants of Lot 6 shall be paid by the owner of said Lot 6.

4. In the event Declarant shall sell, convey, lease or otherwise change the ownership of any of the lots of the Property, as such lot is conveyed, Declarant shall grant or reserve the easement as above described in Paragraphs 1 and 2 as is appropriate to insure that Lots 1

and 2 have the use and benefit of private sanitary sewer facilities connected to the sewer main located in Dulcet Place, a public street.

5. 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 Tract Map 27919, and it shall not be extinguished, terminated, modified, amended, or altered in any way except with the prior written and recorded consent of the Public Works Director of the City of Riverside.

6. This Covenant and Agreement shall not be subject to the doctrine of merger, even though the underlying fee ownership of the lots of the Property is vested in the same party.

7. The terms and conditions of this Covenant and Agreement may be enforced by an owner, lessee or tenant of Lots 1 and 2 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.

8. Any person who now or hereafter owns or acquires any right, title or interest to any lot 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 easements described in Paragraphs 1 and 2 above as may be appropriate whether any reference to this Covenant and Agreement is contained in the instrument by which such person acquired an interest in such lot.

IN WITNESS WHEREOF, Declarant has caused this Covenant and Agreement to be executed on the date first above written.

SHEFFIELD-HAWARDEN HILLS, LLC.,
a California limited liability company

By SHEFFIELD HOMES LLC, "as Manager"

By [Signature]

Title Member

By [Signature]

Title Member

APPROVED AS TO CONTENT:

[Signature]
Public Works Department

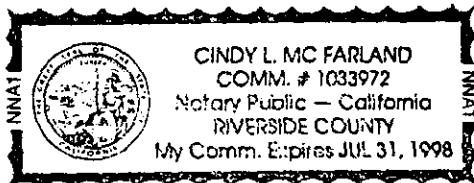
APPROVED AS TO FORM:

[Signature]
Assistant City Attorney

State of California)
County of Riverside) ss

On October 21, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared _____
John K. Abel and Edwin M. Hupp Jr.

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.

Cindy L. McFarland
Signature

CAPACITY CLAIMED BY SIGNER

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

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