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of Riverside County, California

Recorder 
Fees \$ _____

WHEN RECORDED MAIL TO:

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

Project: 3293 Trade Center Drive
3263 Trade Center Drive
Riverside, CA

For Recorder's Office Use Only 

COVENANT AND AGREEMENT
ESTABLISHING A PRIVATE SEWER EASEMENT

C
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THIS COVENANT AND AGREEMENT is made and entered into this ^{20th} day of ~~FEBRUARY~~, 1998, by **THIRD STREET BUSINESS CENTER**, a General Partnership ("Declarant"), with reference to the following facts:

A. Declarant is the fee owner of the real property (the "Property") consisting of two parcels (respectively, "Parcel 1" and "Parcel 2") located in the City of Riverside, County of Riverside, State of California, described as follows:

Parcel 1

Parcel 1 of Parcel Map 17402 as shown by map on file in Book 119 of Parcels Maps, at pages 50 and 51 thereof, records of Riverside County, California.

Parcel 2

Parcel 2 of Parcel Map 17402 as shown by map on file in Book 119 of Parcels Maps, at pages 50 and 51 thereof, records of Riverside County, California.

Parcel 1 is known as 3293 Trade Center Drive, Riverside, California, and Parcel 2 is known as 3263 Trade Center Drive, Riverside, California.

B. Parcels 1 and 2 of the Property were created by Parcel Map No. 17402. As a condition of approval of Parcel Map No. 17402, the City of Riverside ("City") required the dedication of a sixteen-foot wide sewer easement extending across the westerly portion of the Property as well as a twenty-foot wide sewer easement located in the southwesterly portion of Parcel 1 to allow access from Third Street to the sewer installed in the sixteen-foot wide sewer easement. The sewer easements were dedicated on the final map for Parcel Map No. 17402 and they were accepted by City as public sewer easements.

C. After the dedication and acceptance of the sixteen-foot sewer across the westerly portion of the Property, a sewer line was installed in said sixteen-foot wide easement which extends to a manhole located in the northwesterly portion of Parcel 2 to a manhole located in the southwesterly portion of Parcel 1. Thereafter a building was constructed on Parcel 1 which encroached into that sewer easement located on said parcel.

D. Declarant has requested City to quitclaim the easement across which the building has been constructed. City is willing to quitclaim to Declarant that portion of the sixteen-foot wide sewer easement and the twenty-foot wide sewer easement located on Parcel 1 and the sixteen-foot side sewer easement on Parcel 2 up to, but not including, the manhole located on the northwesterly portion of said Parcel 2 and as described in Exhibit A, attached hereto and incorporated herein by this reference, subject to Declarant establishing a private sewer easement for the sewer line serving Parcel 1 on, under and across Parcel 2.

E. Declarant intends by this document to comply with the condition above noted and establish a private sewer easement for the use and benefit of Parcel 1 on, under and across that portion of Parcel 2 described in Exhibit A to the public sewer retained by City.

NOW, THEREFORE, incorporating the above recitals, Declarant hereby declares that the Property and each parcel thereof, shall be held, transferred, sold, conveyed, leased, occupied and used subject to the following covenants, conditions and easements which are for the purpose of complying with a condition imposed by City for the quitclaiming of the public sewer easements located on Parcel 1 of the Property:

1. There is hereby granted, reserved and established under, along and across that portion of the sewer easement described in Exhibit A located on Parcel 2 of the Property for private sanitary sewer facilities for the use and benefit of and as an easement appurtenant to Parcel 1 of the Property. 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 1 of the Property.

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

3. In the event Declarant shall sell, convey, lease or otherwise change the ownership of either of the parcels of the Property, as such parcel is conveyed, Declarant shall grant or reserve the easement as above described in Paragraph 1 as is appropriate to insure that Parcel 1 has the use and benefit of private sanitary sewer facilities connected to the public sewer main extending from the manhole located on the northwesterly portion of Parcel 2.

4. This Covenant and Agreement is made and entered into for the purpose of complying with a condition imposed by the City for the quitclaiming of the public sewer easements described in Exhibit A, 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.

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

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

7. Any person who now or hereafter owns or acquires any right, title or interest to either 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 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 parcel.

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

THIRD STREET BUSINESS CENTER,
a general partnership

By: ALBERT ITEN, TRUSTEE OF THE
ALBERT ITEN AND GRACE V. ITEN
INTER VIVOS TRUST DTD. 9/11/90


Albert Iten, Trustee

By: WILLIAM A. EDDY AND
JOAN D. EDDY TRUSTEES OF THE
WILLIAM A. EDDY AND JOAN D. EDDY
REVOCABLE LIVING TRUST DTD. 9/14/83

William A. Eddy Trustee
William A. Eddy, Trustee

Joan D. Eddy Trustee
Joan D. Eddy, Trustee

APPROVED AS TO CONTENT:

Pat Limes
Public Works Department

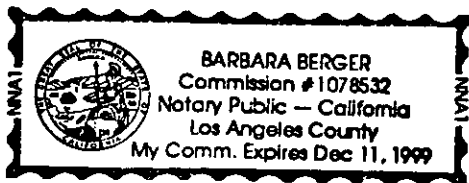
APPROVED AS TO FORM:

Carolyn Conner 2-24-88
Assistant City Attorney

State of California)
County of Los Angeles) ss

On February 20, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Albert Iten, William A Eddy, Joan D Eddy

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.

Barbara Berger
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:

Third Street Business Center, a California General Partnership

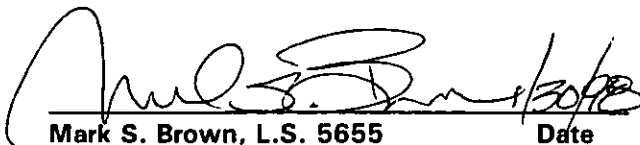
EXHIBIT A
SEWER EASEMENT QUITCLAIM DEED

ALL OF THAT CERTAIN 20 FOOT WIDE SEWER EASEMENT LYING WITHIN PARCEL 1 OF PARCEL MAP 17402 ON FILE IN PARCEL MAP BOOK 119, PAGES 50 AND 51 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

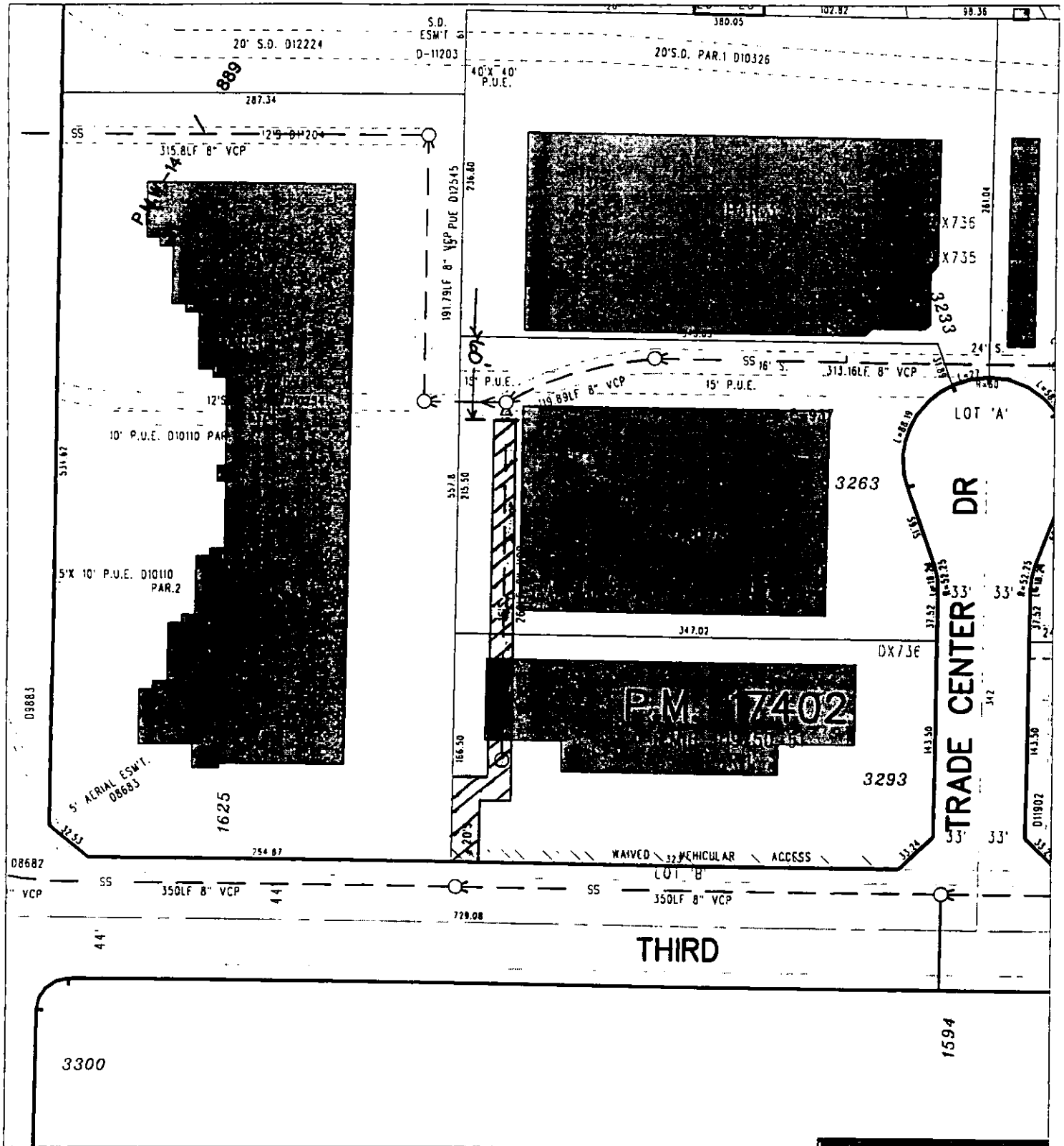
TOGETHER WITH:

THAT PORTION OF THAT CERTAIN 16 FOOT WIDE SEWER EASEMENT LYING WITHIN PARCELS 1 AND 2 OF SAID PARCEL MAP, SAID PORTION LYING SOUTHERLY OF A LINE PARALLEL AND 60 FEET SOUTHERLY AS MEASURED AT RIGHT ANGLES FROM THE NORTHERLY LINE OF SAID PARCEL 2.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.


Mark S. Brown, L.S. 5655 Date 9/30/98 Prep. MSB
License Expires 9/30/99





◆ 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 1 of 1



Scale: 1" = 100'

Drawn by: bmark

Date: 01/30/98

Subject: Sewer Esmt. QCD

CIA 593