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Lobb & Cliff, LLP
1650 Spruce Street, Suite 303
Riverside, CA 92507

WHEN RECORDED MAIL TO:

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

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Project: Parcel Map 30547

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**COVENANT AND AGREEMENT
ESTABLISHING COMMON FIRE PROTECTION WATER SERVICE**

This Covenant and Agreement is made and entered into this 22ND day of JULY, 2003, by HUNTER TECH PARK ASSOCIATES, LLC, (hereinafter collectively referred to as "Declarants") with reference to the following facts:

A. Declarant is the fee owner of the real property consisting of four parcels (hereinafter collectively referred to as the "Property") located in the City of Riverside, County of Riverside, State of California, described as follows:

Parcel 1 through 4 of Parcel Map 30547 as shown by map on file in Book 205 of Parcel Maps, at pages 34 through 36 thereof, records of Riverside County, California.

The Property is an industrial development situated northeasterly of the intersection of Marlborough Avenue and Northgate Street.

B. The Property is currently developed with four industrial buildings. By Parcel Map 30547, Declarant proposed to divide the Property into four parcels to be known as "Parcel 1" thru "Parcel 4" respectively. Each parcel has one of the existing buildings located thereon. Parcel 1 bears the street address of 887 Marlborough Avenue. Parcel 2 bears the street address of 895 Marlborough Avenue. Parcel 3 bears the street address of 879 Marlborough Avenue. Parcel 4 bears the street address 871 Marlborough Avenue.

C. The four buildings, when they were constructed on a single parcel, were served by a common fire service Connection. With the recordation of Parcel Map 30547, said common fire service connection will be located at the Southwesterly corner of Parcel 1, on Northgate Street just northerly of Marlborough Avenue.

D. As a condition of approval for the recordation of Parcel Map 30547, the Public Utilities Department of the City of Riverside (hereinafter referred to as "City") is requiring Declarant to execute and record a Covenant and Agreement to cover the operation and maintenance of the common fire service connection located on Parcel 1 for the benefit of Parcel 1 thru 4.

NOW, THEREFORE, in order to comply with the condition imposed by the City, Declarant hereby declares that the Property is, and shall hereafter be, held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used and

occupied subject to the following covenants, conditions, restrictions and easement, all of which are declared and agreed to be for the purpose of maintaining and protecting the Property.

1. Master Fire Protection Water Service Agreement.

Parcels 1 thru 4 of the Property will each be served water for fire protection service by City through a Master Fire Protection Water Service connection installed on Parcel 1 of Parcel Map 30547 at its southwesterly corner.

2. Grant of Easement for Fire Protection Water Service Line. Declarant hereby establish, grant and reserve a reciprocal blanket, nonexclusive easement over the Property, excluding building areas of Parcels 1 thru 4, for the construction, maintenance, repair, replacement and use of the common fire protection water system along with ingress and egress in connection thereof.

3. Maintenance of Common Fire Protection Water Service Facilities. The owner of said Parcel 1 of the Property shall be responsible for the routine maintenance and timely repair of the common fire protection water facilities including that portion of such line lying within the easement area above-described. As part of any maintenance, repair or replacement of any fire protection water service line which requires the disturbance of the surface of the easement area, the owner performing such work shall cause the surface to be restored to reasonably the same condition existed prior to such work being done. The owner of said Parcel 1 may bill each owner of said Parcel 2, Parcel 3, and Parcel 4 in an amount not to exceed one quarter the cost of said maintenance, repair or replacement of said common fire protection facilities.

4. Enforcement. The provisions of this Declaration shall be enforceable at law and in equity by Declarant, each successive owner of any parcel of the Property, and the City. In the event of any legal or equitable proceeding for the enforcement of or to restrain the violation of this Declaration or any provision thereof, the prevailing party therein shall be entitled to reasonable attorneys' fees in addition to any other cost to which said party may be entitled. The failure of Declarant, any owner, or the City of enforce any provision of this Declaration shall in no event be deemed to be a waiver of the right to do so thereafter not of the right to enforce any other provision.

5. Release. Declarant and each successive owner of the Property or any portion thereof hereby release the City, its officers, employees and agents from any and all claims, demands, suits or actions that Declarant or owners and their heirs, successors or assigns may now or in the future have arising out of or incurred as a result of the fire loss due to the installation or use of a common fire protection water service or the improper maintenance of the on-site fire protection water service system. Declarant agrees that the matters released herein are not limited to matters which are now known or disclosed, and Declarant for itself and each successive owner, waive any and all rights and benefits which they now have, or in the future may have, conferred upon them by virtue of the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

In this connection, Declarant agrees, represents and warrants that Declarant is familiar with, has read, and understands Civil Code Section 1542, and Declarant realizes and acknowledges that factual matters now unknown to them may have given, or may hereafter give rise to claims, which are presently known, unanticipated and unsuspected, and Declarant further agrees, represents and warrants that this Release has been negotiated and agreed upon in light of discharge and acquit the City fro any such unknown claims arising from the installation or use of a common fire protection water service or the improper maintenance of the on-site fire protection water system.

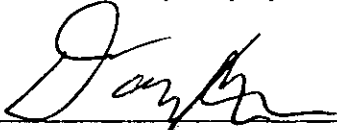
6. Effect of Declaration. Any person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property shall be deemed (a) to have consented and agreed to every covenant, condition, restriction and easement contained herein; and (b) to have granted or be subject to, as may be appropriate, the easement described in Paragraph 2 hereof whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Property.



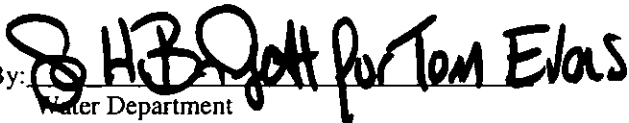
7. Covenant Running with Land. This Covenant and Agreement shall run with the land and shall be binding upon Declarant and Declarant's heirs, successors and assigns, and shall continue in effect until such time as released by the Public Utilities Director of the City by notice duly recorded.

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

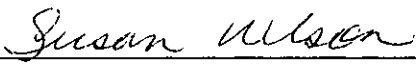
Hunter Tech Park Associates, LLC,
a California limited liability company

By: 
Douglas Magnon, Manager

APPROVED AS TO CONTENT:

By: 
Water Department

APPROVED AS TO FORM:

By: 
Deputy City Attorney



State of California)
)ss
County of Riverside)

On July 22, 2003, before me, a notary public in and for said State, personally appeared Douglas Magnan personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the with instrument and acknowledged to me that they executed the same.



WITNESS my hand and official seal.
Lisa A Merritt
Signature



ILLEGIBLE NOTARY SEAL DECLARATION

Government Code Section 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement attached reads as follows:

Name of Notary: LISA A. MERRITT

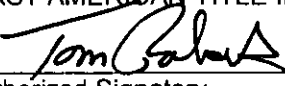
Date Commission Expires: June 14, 2005

COMMISSION # 1304658

Place of Execution of this Declaration: RIVERSIDE

Date: July 23, 2003

FIRST AMERICAN TITLE INSURANCE COMPANY



Authorized Signatory



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