

WHEN RECORDED MAIL TO:

City Surveyor  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, CA 92522

Project: P  
Address:  
APN:

For Recorder's Office Use Only

COVENANT AND AGREEMENT  
FOR ENCROACHMENT INTO PUBLIC RIGHT OF WAY

THIS COVENANT AND AGREEMENT FOR ENCROACHMENT INTO PUBLIC RIGHT OF WAY ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ ("Declarant"), with reference to the following facts:

A. Declarant is the fee owner of the real property located at \_\_\_\_\_ in the City of Riverside, County of Riverside, State of California, Assessor's Parcel No. \_\_\_\_\_ and legally described in Exhibit "A" attached hereto and incorporated within by reference ("Property").

B. Declarant has applied to the City of Riverside ("City") to allow improvements on the Property to encroach onto City property/right of way. Said encroachment is depicted on Exhibit "B" attached hereto and incorporated herein by reference ("Encroachment Area").

C. As a condition to allow any encroachment onto City property/right of way, the City is requiring Declarant to execute and record this Agreement.

D. Declarant intends by this document to comply with the conditions imposed by the City and to impose upon the Property mutually beneficial restrictions, conditions, covenants and agreements for the benefit of the Property.

NOW, THEREFORE, for the purposes of complying with the conditions imposed by the City, Declarant, for him/her/itself, his/her/its successors and assigns, hereby covenants, acknowledges and agrees that he/she/they/it will comply with the following conditions and restrictions:

1. Declarant agrees to insure that construction of their improvements will not interfere in any way with any existing City or utility facilities.

2. Declarant shall perform the work as owner/builder OR hire a licensed Contractor to perform all work within the City property/right of way. Contractor must furnish the following: (1) Copy of CA State Contractors License and current Riverside City Tax License; (2) Certificate of Insurance for General Liability and Workers' Compensation subject to approval by the City's Risk Management Department. All work within the City property/right of way must be completed to the satisfaction of the City Engineer.

3. Prior to construction, Declarant shall contact Underground Service Alert to field locate existing utility lines. Any conflicts discovered will void this Agreement until acceptable revisions are made. It shall be Declarant's responsibility to determine the location and required clearances from all public and private utility, sewer and drainage facilities prior to any excavations and shall only excavate in compliance with such clearance requirements.

4. Declarant is required to obtain all necessary permits and approvals from all City Departments and/or Agencies, prior to constructing any improvements on City property/right of way, and shall comply with all codes, laws, ordinances and regulations.

5. Declarant acknowledges that there are existing public works and public utility facilities that may interfere with the proposed improvement. All existing utilities, sewers and storm drains must be field located (pot-holed) prior to installation of the proposed facilities. Declarant acknowledges that existing City or utility facilities will require future maintenance, reconstruction, and revisions and that facilities may be added, any of which may result in removal or alteration of Declarant's improvements without reimbursement to Declarant.

6. Declarant herewith agrees to hold the City harmless from and against all claims demands, costs, losses, damages, injuries, actions for damages and/or injuries, and liability in connection with the construction, encroachment, and/or maintenance to be done by Declarant within the Encroachment Area.

7. After identification of a public need, should the City require the City's property/right of way for a proposed or planned public improvement, the City may revoke this Agreement by providing written notice to Declarant of the revocation. Declarant shall, within the time prescribed by the City, remove all improvements placed, constructed or maintained within the Encroachment Area. If Declarant fails to abide by the removal order of the City, the City shall have the right to remove and destroy the improvements without reimbursement to Declarant. The cost of such removal shall be paid by Declarant to the City and shall constitute a debt owed to the City. No encroachment shall be unreasonably removed by the City.

8. Declarant waives the right of claim, loss, damage or action against the City resulting from revocation, termination, removal of improvements or any action of the City, its officers, agents or employees taken in accordance with the terms herein.

9. If the Public Works Director of the City finds that the Declarant is in default of the terms of this Agreement that shall be cause for revocation.

10. Title 19 of the Riverside Municipal Code for material, height, style and size of wall or fence installed and must remain compliant or this Agreement will be revoked.

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

By: \_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Name:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT

\_\_\_\_\_  
Name:  
City Attorney's Office

\_\_\_\_\_  
Name:  
Public Works Department:

**A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

[illegible]

On \_\_\_\_\_, before me, \_\_\_\_\_,  
personally appeared \_\_\_\_\_ who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature