

WHEN RECORDED MAIL TO:

CITY CLERK
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

Project: 3000 Galaxy Heights Road
Riverside, California
APN No. 258-050-028

FREE RECORDING: Govt. Code 6103

DOC # 2014-0357987

09/22/2014 09:53A Fee:NC

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Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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FOR RECORDER'S USE ONLY



**COVENANT AND AGREEMENT
FOR TEMPORARY/REMOTE WATER SERVICE CONNECTION**

THIS COVENANT AND AGREEMENT FOR TEMPORARY / REMOTE WATER SERVICE CONNECTION ("Covenant") is made and entered into this 10th day of September, 2014, by DAVID MCDANIEL, (collectively, "Owner") with reference to the following facts:

A. DAVID MCDANIEL, trustee of the Revocable Living Family Trust of David McDaniel, dated April 6, 2005 the fee owner of property located at 3000 GALAXY HEIGHTS, ROAD, Riverside, California, ("Property"), also described in Exhibit "A".

B. The City of Riverside ("City") does not have an existing water main fronting the Property, nor is there any water to, or on, the Property suitable for domestic use by the residents of the Property.

C. The Rules and Rates of the City of Riverside's Public Utilities Department ("Water Utility Rules and Rates"), as amended from time to time, provide that Temporary/Remote Water service may be provided to properties whenever it is impractical to extend water mains to such properties, subject to certain conditions, including payment of all applicable fees and charges and recordation of a Covenant and Agreement for Temporary/Remote Water Service Connection.

NOW, THEREFORE, in consideration of the foregoing, Owner covenants and agrees as follows:

1. Temporary/Remote Water Service. Owner agrees to receive Temporary/Remote Water service from Riverside at the Property from City's existing remote water main at 3000 Galaxy Heights Road ("Temporary/Remote Water Meter location") all in accordance with City's water Utility Rules and Rates in effect from time to time.

2. Permanent Water Service. Owner agrees that when a water main is constructed within the public right-of-way fronting the Property, such temporary service shall be disconnected by City and replaced with a permanent water service, and Owner agrees to pay all applicable relocation costs for such permanent water service connection, and Owner agrees to reconnect the private on-site water facilities to the relocated permanent water meter. If Owner fails to so pay, Owner agrees that City may terminate Owner's Temporary/Remote or Permanent Water Service, in accord with Water Utility Rules and Rates.

3. Water Service Easements. Owner agrees to obtain and maintain at Owner's sole cost and expense all public and private water service easements and/or encroachment permits deemed necessary by Department to facilitate the temporary/remote water service between Property and the Temporary/Remote Water Meter location.

4. Representations and Warranties to City. In consideration for City's agreement to provide Temporary/Remote Water Service to the Property, Owner represents and warrants to City as follows:

4.1 As of the date of this Covenant, David McDaniel is the sole owner of the Property, and no other consents to the making of this Covenant are required in order to bind Owner and Owner's successors, heirs and assigns to the terms and conditions of this Covenant.

4.2 The making of this Covenant does not cause Owner to violate or breach any covenants, conditions, restrictions, or rights of any third parties relating to the Property.

5. 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 to have consented and agreed to every covenant, condition, restriction and easement contained herein, whether or not any reference to this Covenant is contained in the instrument by which such person acquired such right, title or interest in the Property.

6. Covenant Running with Land. This Covenant shall run with the land and shall be binding upon Owner and Owner's successors, heirs and assigns, and shall continue in effect until such time as it is released by the Public Utilities Director of the City of Riverside by notice duly recorded. Any reference to Owner in this Covenant shall mean Owner making this Covenant and any such successor's, heirs and assigns.



7. Venue; Choice of Law. Any action at law or in equity brought for the purpose of enforcing a right provided for by this Application shall be tried in a court of competent jurisdiction in the County of Riverside, California. This Covenant shall be governed by and construed in accordance with the laws of the state of California.

8. Enforcement by City. In the event Owner fails to fully perform any of Owner's obligations under this Covenant, Owner agrees that City may at its sole option elect to perform Owner's obligations and Owner shall immediately pay City for all of City's costs and expenses of performing such obligations. If Owner fails to so pay, Owner agrees that City may terminate Owner's Temporary/Remote or Permanent Water Service, in accord with Water Utility Rules and Rates.

9. Attorney's Fees. If City brings an action or proceeding to enforce the terms of this Covenant or to declare City's rights under this Covenant, City shall be entitled to reasonable attorney's fees, costs and expenses, including in house City Attorney's fees, costs and expenses. City shall also be entitled to attorney's fees, costs and expenses incurred in preparation and service of notices of default under this Covenant in City's attempts to collect any sum owing City under this Covenant, whether or not a legal action is subsequently commenced.

10. Notice. All notices, requests or any other communication to Owner regarding or enforcing this Covenant shall be deemed given on the third day after it is deposited in the United States mail, postage prepaid and addressed to Owner at the Property address set forth in Recital A above.

SIGNATURES ON NEXT PAGE



IN WITNESS WHEREOF, Owner has caused this Covenant and Agreement for Temporary/Remote Water Service Connection to be made and executed the day and year first written above.



David McDaniel

APPROVED AS TO CONTENT:


Public Utilities Department

Attest: 
City Clerk

APPROVED AS TO FORM:


Sup. Deputy City Attorney



ACKNOWLEDGMENT

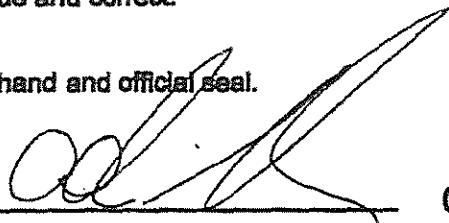
State of California
County of Riverside

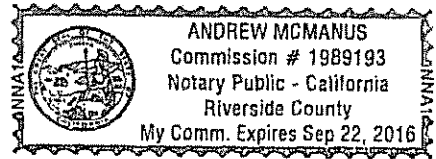
On 8/13/14 before me, Andrew McManus, Notary Public
(Insert name and title of the officer)

personally appeared: David McDaniel
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.

Signature  (Seal)



C/A-1271

EXHIBIT "A"

Address: 3000 Galaxy Heights Road
Por. A.P.N. 258-050-028

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

That portion of the Northwest One-Quarter of Section 21, Township 2 South, Range 4 West, San Bernardino Base and Meridian, according to the Official Plat thereof, described as follows:

COMMENCING at the most Northerly corner of Lot 25 of Belvedere Heights, as shown by Map on file in Book 22, Page 31 of Maps, records of Riverside County, California;

Thence North 36°20'16" East, a distance of 14.00 feet;

Thence North 48°36'10" East, a distance of 135.56 feet;

Thence North 47°27'40" East, a distance of 40.02 feet to the POINT OF BEGINNING of the parcel of land to be described, said point being the most Westerly corner of that certain parcel of land conveyed to William E. Drozan, et ux, by deed filed for record December 17, 1959, as Instrument No. 106881 in Book 2601, Page 157, Official Records of said County;

Thence North 49°19'30" West, a distance of 55.77 feet;

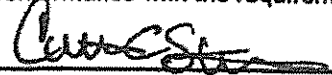

Thence Northerly on a curve concave to the Northeast, having a radius of 200.00 feet, through an angle of 39°33', an arc length of 138.06 feet to a point on the North Line of the South One-Half of the Northwest One-Quarter of said Section 21;

Thence South 89°35'10" East, along the North Line of the South One-Half of the Northwest One-Quarter of said Section 21, a distance of 211.84 feet;

Thence South 07°40'10" West, a distance of 63.62 feet to the most Northerly corner of said parcel of land conveyed to William E. Drozan, et ux;

Thence South 46°29'30" West, along the northeasterly line of said parcel of land conveyed to William E. Drozan, et ux, a distance of 130.00 feet to the POINT OF BEGINNING.

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


Curtis C. Stephens, L.S. 7519
7/22/14 Prep. 
Date



RECEIVED

City of Riverside
Planning Department

NORTH LINE SOUTH 1/2
N.W. 1/4 SEC 21

S89°35'10"E

211.84'

63.62'
S07°40'10"W

N.W. 1/4, SEC 21
T.28, R.4W, 8BM.

GALAXY

R=200'
Δ=36°33'
L=138.08'
55.77'
N49°19'30"W
S46°29'30"W
130.00'

P.O.B.

WILLIAM E. DROZAN, ET UX.
DEC. 17 1959
INST NO. 108881

N47°27'40"E
40.02'

135.56'
N48°38'10"E

N36°20'16"E
14.00'

HEIGHTS ROAD

P.O.C.
24

23

25

26

27

28

BELVEDERE HEIGHTS
MB 22/31
BELVEDERE DRIVE

30'

• 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"=60'

DRAWN BY: CURT

DATE: 7/23/14

SUBJECT: 3000 GALAXY HEIGHTS ROAD

CA-1271



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