

WHEN RECORDED MAIL TO:

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

Project: PUW12-0120
Parcel Map 36470

FREE RECORDING
This instrument is for the benefit
of the City of Riverside and is
entitled to be recorded without
Fee (Government Code §6103)

DOC # 2014-0460791

12/03/2014 12:21P 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

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COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS

THIS COVENANT AND AGREEMENT and DECLARATION OF RESTRICTIONS ("Covenant and Agreement") is made and entered into this 20th day of November, 2014, by GRAE La Sierra, LLC, a California Limited Liability Company, ("Declarants") with reference to the following facts:

A. Declarants are the fee owner of the real property situated in the City of Riverside, County of Riverside, State of California ("the Property"), commonly known as Parcel Map No. 35997. The Property is within the water service area of the Public Utilities Department of the City of Riverside ("City" and "Department," respectively). The Property is legally described and depicted in Exhibit "A," attached hereto and incorporated herein by this reference, located in the City of Riverside, County of Riverside, State of California.

B. Declarants propose to subdivide the Property into seven (7) parcels to facilitate further development. Declarants have submitted its applications under Parcel Map 36470, for said subdivision.

C. Under Department Water Rule Nos. 10.B.1.h and 10.B.2.b Declarants must pay all applicable water fees and charges prior to the issuance of building permits, approval of final subdivision maps or parcel maps or approval of any Water Service Connection request. All fees have previously been satisfied for Parcel 1 through 5 and Parcel 7 and Declarants have requested that the City defer payment of the Backup Facility Capacity, Distribution System, and Service & Meter Installation Fees for Parcel 6 of the Property until such time that a building permit is applied for

and/or water service is requested, and the City is agreeable to such deferment.

E. As a condition of such deferment, the City is requiring Declarants to execute and record a covenant setting forth specific requirements in connection with such deferment.

F. Declarants are willing to so record a covenant and agreement setting forth the conditions imposed in connection with Parcel Map No. 36470.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein, Declarants hereby covenant and agree as follows:

1. Declarants have requested and the City, through its Public Utilities Department, has agreed that the following water fees and charges ("Fees") will be deferred on Parcel 6 of the Map until such time that a building permit is applied for and/or request for water service is made for Parcel 6:

- (a) Payment of Backup Facility Capacity Fee in an amount to be determined (based on the requested meter size) for Parcel 6;
- (b) Payment of Distribution System Fee in an amount to be determined (based on 246 lineal feet of frontage) for Parcel 6;
- (c) Payment of Service and Meter Installation construction fee in an amount to be determined for Parcel 6.

All fees and charges above will be determined based on the Water Rules in effect at the time of application for building permit and/or request for water service for Parcel 6.

2. Declarants' obligations to pay the Fees shall be joint and several. If the fees are not paid to Department, Declarants acknowledge and agree that there shall be no water service to the Property from the Department, and the City may withhold its consent to the issuance of any building permit with respect to the Property or any portion thereof.

3. The terms of this Covenant and Agreement may be enforced by the City, its successors or assigns. Should the City bring an action to enforce the terms of the Covenant and Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees, and reasonable costs of suit.

4. This Covenant and Agreement shall run with the land and each and all of its items shall be binding upon Declarants and future owners or encumbrancers of the Property and their successors, heirs and assigns. Any person who now or hereafter owns or acquires any right, title or interest in or to any parcel of the Property shall be deemed to have consented and agreed to every covenant, condition, and restriction contained herein, whether or not any reference to this Covenant and Agreement is contained in the instrument by which such person acquired an interest in the



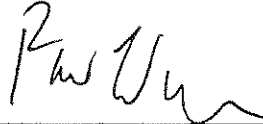
Property. This Covenant and Agreement shall remain in effect until full payment of all Fees. When the Department has received full payment of all applicable fees and charges, the General Manager of the Department, or their designee, at the written request of Declarants, shall execute in recordable form a release terminating this Covenant and Agreement.

5. Subject to the prior written approval of the City, by its Public Utilities General Manager, any provision contained herein, may be terminated, modified or amended as to all of the Property or any portion thereof. No such termination, modification or amendment shall be effective until there shall have been executed, acknowledged and recorded in the Office of the Recorder of Riverside County, California, an appropriate instrument evidencing the same including the consent thereto by the City.

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

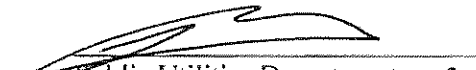
GRAE La Sierra, LLC, a California Limited Liability Company

By:



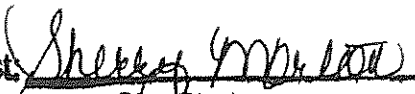
Rick Edwards, Managing Member

APPROVED AS TO CONTENT:



Public Utilities Department mb
City of Riverside

Attest:



Sherree Moore
City Clerk

APPROVED AS TO FORM:



Susan Ullson
Deputy City Attorney



State of California

County of Los Angeles

} ss

On Nov 3, 2014, before me, Jill Steelgrave

a notary public personally appeared Rick Edwards

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.

Jill Steelgrave
Notary Signature

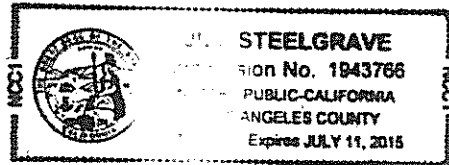


EXHIBIT "A"

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

Parcel A of City of Riverside Certificate of Compliance for Lot Line Adjustment No. LL-P10-0614 per document recorded September 1, 2011, per Document No. 2011-0388678 of Official Records of said Riverside County.

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

Curtis C. Stephens 12/21/14 Prep. Kgp
Curtis C. Stephens, L.S. 7519 Date

