

WHEN RECORDED MAIL TO:

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

Project: 393 Two Trees Road
Riverside, CA 92507
APN No. 258-020-008

FREE RECORDING

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

RECORDING REQUESTED BY:

DOC # 2015-0117121

03/24/2015 01:03P Fee:NC

Page 1 of 7

Recorded in Official Records

County of Riverside

Peter Aldana

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 6th day of March, 2015, by PAUL KIRK VISSCHER, (collectively, "Owner") with reference to the following facts:

A. PAUL KIRK VISSCHER, Trustee of the Paul Kirk Visscher, Revocable Living Trust dated August 10, 2012 the fee owner of property located at 393 TWO TREES 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 3045 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, Paul Kirk Visscher 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.

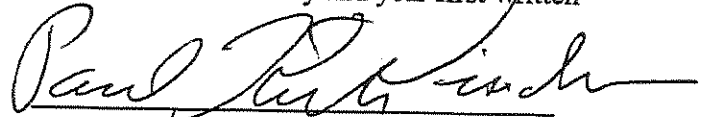
9. Attorney's Fees. If City brings an action or proceeding to enforce the terms of this Covenant or to declare City's rights under this Covenant, City shall be entitled to reasonable attorney's fees, costs and expenses, including in house City Attorney's fees, costs and expenses. City shall also be entitled 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.

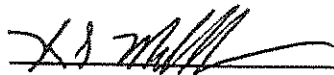
SIGNATURES ON NEXT PAGE




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.



Paul Kirk Visscher

APPROVED AS TO CONTENT:


Public Utilities Department *ms*, of the City of Riverside

Attest: 

APPROVED AS TO FORM: 


Deputy City Attorney

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.

State of California } ss
County of Riverside

On 18 Feb. 2015, before me, Krista Chavez, Notary Public
~~Paul Kirk Visscher~~, personally appeared
(Name)

Paul Kirk Visscher 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.

Krista Chavez
Signature

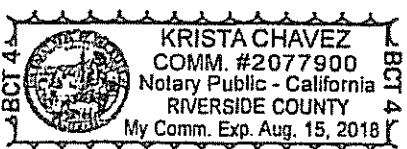


EXHIBIT "A"

A.P.N. 258-020-008

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

PARCEL 1

That portion of the West Half of the Northeast Quarter of the Northwest Quarter of Section 21, Township 2 South, Range 4 West, San Bernardino Meridian, according to an official plat of said land filed in the District Land Office June 9, 1880, described as follows:

BEGINNING at a point on the East Line of said West Half of Section 21, that is North 00°06' West, a distance of 165 feet from the Southeast Corner thereof;


THENCE North 89°53' West, a distance of 150 feet;

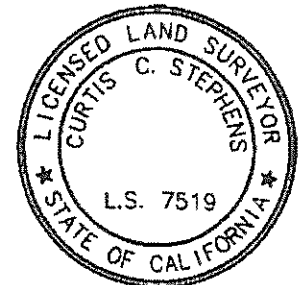
THENCE North 00°06' West, a distance of 125 feet;

THENCE South 89°53' East, a distance of 150 feet to a point on said East Line

THENCE South 00°06' East, a distance of 125 feet along said East Line to the POINT OF BEGINNING.

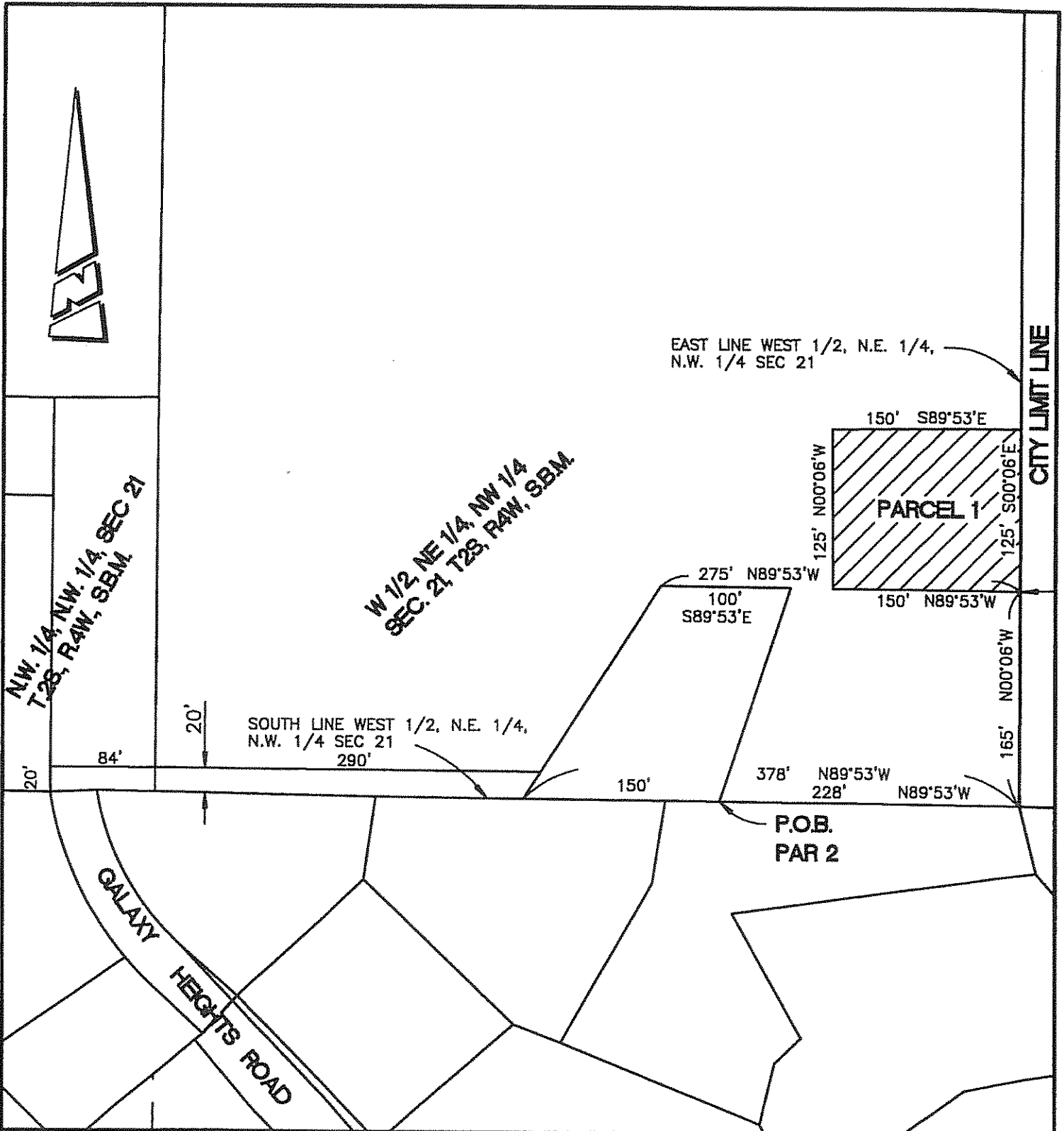
This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Curtis C. Stephens 9/22/16 Prep. 
Curtis C. Stephens, L.S. 7519 Date



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C/A-1288



• 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: CURT

DATE: 9/18/14

SUBJECT: 393 TWO TREES - APN 258-020-008

C/A-1288