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WHEN RECORDED MAIL TO:

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AT 8:00 O'CLOCK

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

SEP 22 1995

Project: PMW-39-890

Recorded in Official Records  
of Riverside County, California

Recorder

Fees \$ 21

COVENANT AND AGREEMENT  
ON DEFERMENT OF WATER SERVICE REQUIREMENTS

THIS COVENANT AND AGREEMENT is made and entered into this 7th day of August, 1995, by MARJAN DEVELOPMENT, INC., a California corporation, ("Declarant"), with reference to the following facts:

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A. Declarant is the fee owner of that certain real property (the "Property") situated in the City of Riverside, County of Riverside, State of California and described in Exhibit "A", attached hereto and incorporated herein by this reference. The Property is located on the easterly side of Polk Street, northwesterly of Magnolia Avenue and within the water service area of the Public Utilities Department of the City of Riverside ("Department").

B. By Case PMW-39-890 (now known as Case PW-039-890) filed with the City of Riverside ("City"), Declarant desires to consolidate the approximately seven parcels at 3941-3965 Polk Street comprising the Property into one lot. To meet a condition imposed by the City for the approval of Case PMW-39-890, Declarant must provide utility easements and pay any required fees in connection with the provision of such utilities in accordance with the rules and regulations of the Department.

C. Declarant has requested that the water service requirements for PMW-29-890 be deferred until such time as the Property is further developed.

D. Department is willing to defer the requirements relating water service until development of the Property upon the condition that Declarant execute and record a document agreeing to comply with the conditions imposed by the Department and to notify any potential buyer of the requirements.

NOW, THEREFORE, for the purpose of complying with a condition imposed by Department for the deferment of the water service requirement imposed by City as a condition of approval of

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L/A - 170

Case PMW-39-890 and in consideration of such deferment, Declarant hereby covenants and agrees with City as follows:

1. As a condition to the time of issuance by City of a building permit for the development of the Property, Declarant shall:

(a) Pay to City the fees required for abandonment of the water main in Stetson Street (not a public right-of-way) and the relocation of Fire Hydrant #4716 from said Stetson Street to the Polk Street right-of-way.

(b) Pay to City the fees required to relocate to the Polk Street right-of-way the water meters for the adjacent land-locked parcels designated as Riverside County Assessor's Parcel Numbers 143-270-011 and 143-270-012 which are being served through the water main in Stetson Street which is to be abandoned.

(c) Grant such private water line easements as may be necessary from Polk Street across the Property to the aforementioned land-locked parcels designated as Riverside County Assessor's Parcel Numbers 143-270-011 and 143-270-012 and to a third land-locked parcel designated as Riverside County Assessor's Parcel Number 143-270-014 in order to assure the provision of water service to such parcels.

(d) Pay any fees required under the Water Rules and Rate Schedules then in effect for any unpaid parcels of the Property being consolidated in Case PMW-39-890, along with all other fees and charges under said Water Rules and Rate Schedules applicable for the development of the Property.

2. If Declarant wishes to sell or otherwise convey the Property or any portion thereof prior to the satisfaction of the above conditions, Declarant shall notify any potential buyer of the Property of the requirements set forth in Paragraph 1 above.

3. Declarant acknowledges and agrees that the fees and charges imposed by the Department relating to Case PMW-39-890 may not encompass all the fees and charges imposed for the development of the Property at the time of issuance of the building permit, and that Declarant shall be responsible for the payment of all water fees and charges imposed by the Department under its then existing Water Rules and Rate Schedules at the time of issuance of the building permit for the development of the Property.

4. The terms of this Covenant and Agreement may be enforced by the City, its successors and assigns. Should the City bring an action to enforce any of the terms of this Covenant and Agreement, the prevailing party shall be entitled to court costs, including reasonable attorneys' fees.

5. This Covenant and Agreement shall run with the land and each and all of its terms shall be binding upon Declarant and the successors and assigns of Declarant. This Covenant and Agreement shall automatically terminate at such time as the requirements set forth in Paragraph 1 above are met to the satisfaction of the City. At such time, the Public Utilities Director of the City shall execute a recordable release of this Covenant and Agreement.

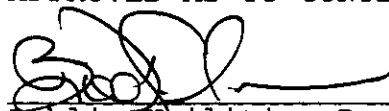
IN WITNESS WHEREOF the Declarant has caused this Covenant and Agreement to be executed the day and year first written above.

MARJAN DEVELOPMENT, INC., a  
California corporation

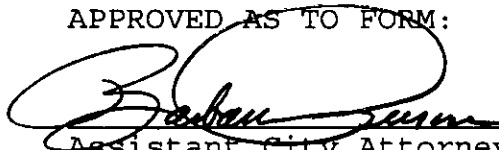
By 

Title Pres.

APPROVED AS TO CONTENT:

  
Public Utilities Department

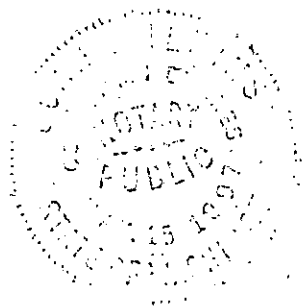
APPROVED AS TO FORM:

  
Assistant City Attorney

State of WASHINGTON California )  
County of MASON ) ss

On August 7, 1995, before me, the undersigned, a notary public in and for said State, personally appeared Marquis E. Pitman

personally known to me (or 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.



WITNESS my hand and official seal.

Joan Wilkins Pres.  
Signature  
Joan Wilkins, Notary Public  
Residing in Belfair  
Commission Expires: 5-15-99

CAPACITY CLAIMED BY SIGNER

- Attorney-in-fact
- Corporate Officer(s)  
Title Pres. Title \_\_\_\_\_
- Guardian /Conservator
- Individual(s)
- Partner(s)  
( ) General ( ) Limited
- Trustee(s)
- Other \_\_\_\_\_

The party(ies) executing this document is/are representing:

\_\_\_\_\_

EXHIBIT "A"

That portion of Lots 5, 6, 11 and 12, in Block 35, of the Lands of Riverside Land and Irrigating Company in the City of Riverside, County of Riverside, State of California, as shown on a map on file in Book 1, Page 70, of Maps, records of San Bernardino County, California, described as follows:

BEGINNING at a point on the southwesterly line of said Lot 12, said point being 1,174.33 feet northerly of the northerly line of Magnolia Avenue as shown by said map, said point also being the southerly corner of Parcel 2 of the land granted to Marquis E. Pitman Jr. and Jeanne L. Pitman by deed recorded July 30, 1984, as Instrument No. 163964 of Official Records of Riverside County, California;

THENCE northwesterly along said southwesterly line and along the southwesterly line of said Lot 5, North  $34^{\circ}18'32''$  West, 281.92 feet (293.12 feet record) to the southerly corner of land granted to Lauren R. Lott and Jacqueline P. Lott by deed recorded January 12, 1956, in Book 1846, Page 284 of Official Records of said Riverside County;

THENCE northeasterly along the southeasterly line of said land granted to Lott, North  $55^{\circ}41'01''$  East, 155.00 feet to the most easterly corner of said land conveyed to Lott;

THENCE northwesterly along the boundary of said parcel as described in said last mentioned deed, North  $34^{\circ}18'32''$  West, 76.00 feet to an angle point therein;

THENCE North  $46^{\circ}05'13''$  West, 24.50 feet to the most easterly corner of the land granted to Samuel L. Tusinger and Peggie Tusinger by deed recorded July 26, 1956, in Book 1949, Page 366 of Official Records of said Riverside County;

THENCE northwesterly along the boundary of said land granted to Tusinger, North  $34^{\circ}18'32''$  West, 58.09 feet (58.05 feet record) to the northwesterly line of said Lot 5;

THENCE northeasterly along the northwesterly line of said Lots 5 and 6, North  $71^{\circ}28'41''$  East, 859.32 feet to the northerly corner of Parcel 1 of the land granted to Green Acre Townhouses by deed recorded June 24, 1977, as Instrument No. 116938 of Official Records of said Riverside County;

THENCE southeasterly along the northeasterly line of said land granted to Green Acre Townhouses, South  $34^{\circ}18'32''$  East, 166.10 feet (177.12 feet record) to the most easterly corner of said last mentioned land;

THENCE southwesterly along the southeasterly line of said last mentioned land and along the southeasterly line of the land granted to Marquis E. Pitman, Jr., and Jeanne L. Pitman by deed recorded February 20, 1985, as Instrument No. 33920 of Official Records of said Riverside County, South  $55^{\circ}41'01''$  West, 827.00 feet

to the most southerly corner of said land described in said Instrument No. 33920;

THENCE southeasterly along the northeasterly line of Parcel 2 of said land described in said deed recorded July 30, 1984, as Instrument No. 163964 of said Official Records, South  $34^{\circ}18'32''$  East, 40.00 feet to the most easterly corner of said last mentioned land;

THENCE southwesterly along the southeasterly line of said last mentioned land South  $55^{\circ}41'01''$  West, 150.00 feet, more or less, to the POINT OF BEGINNING;

EXCEPTING THEREFROM that portion described in deed to the City of Riverside by document recorded April 21, 1995, as Instrument No. 126326 of Official Records of said Riverside County.

DESCRIPTION APPROVAL 4/15/95  
M.S. Brown by Kap  
SURVEYOR, CITY OF RIVERSIDE