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WHEN RECORDED MAIL TO:

City of Riverside
Public Utilities Department
Water Services Section
City Hall, 3900 Main Street
Riverside, California 92522
FREE RECORDING Government Code 6103
Project: Water Service Connection
Horticultural Use Only
1803 Adams Street
A.P.N. 237-230-005

RECEIVED FOR RECORD
AT 12:00 OCLOCK P.M.

JAN 13 1994

Recorded in Official Records
of Riverside County, California

Recorder
1993 \$

FOR RECORDER'S OFFICE USE ONLY

COVENANT AND AGREEMENT

THIS COVENANT AND AGREEMENT is made and entered into this 24th day of December, 1993, by CHARLES R. JOHNSON and JEAN M. JOHNSON, husband and wife, (collectively, the "Declarants") with reference to the following facts:

A. Declarants are the fee owners of that certain real property (the "Property") located in the City of Riverside, County of Riverside, State of California and described as follows:

Lot 9 in Block 45 of Arlington Heights, as shown by map on file in Book 11 of Maps at pages 20 and 21 thereof, records of San Bernardino County, California,

Excepting therefrom the following: Commencing at the most Westerly corner of said Lot; thence Southeasterly on the Southwesterly line of said Lot, 3 feet to the true point of beginning; thence Northeasterly, parallel with the Northwesterly line of said Lot, 145 feet; thence Southeasterly, parallel with the Southwesterly line of said Lot, 107 feet; thence Southwesterly, parallel with the Northwesterly line of said Lot, 145 feet to the Southwesterly line thereof; thence Northwesterly on the Southwesterly line of said Lot, 107 feet to the TRUE POINT OF BEGINNING;

Also Excepting therefrom all that portion of Lot 9 described as follows: Beginning at the intersection of the Southwesterly line of said Lot, with the Northwesterly line of the right of way for the Gage Canal; thence North 34° 00' West along the Southwesterly line of said Lot, 13.06 feet; thence North 50° 37' East, parallel with the Northwesterly line of said right of way of the Gage Canal, 20.57 feet; thence South 39° 23' East, 13 feet to a point on the Northwesterly line of said Gage Canal right of way; thence South 50° 37' West, along the

DESCRIPTION APPROVAL 12/28/93
W.C. [Signature]
SURVEYOR, CITY OF RIVERSIDE

Northwesterly line of said right of way, 21.82 feet to the POINT OF BEGINNING.

The Property is located at 1803 Adams Street within the City of Riverside and is within the water service area of the City of Riverside ("City").

B. Declarants desire to use the Property for horticultural purposes only and has filed an application with City for connection of water service to provide the necessary irrigation.

C. Water Rule No. 11 of the Water Rules of City provides in Paragraph H thereof that temporary service connections as determined by the Public Utilities Director of City may be available for parcels of land that are to be under agricultural uses provided that all normal fees and charges are to be paid by the applicant except the Distribution System Fees which may be deferred with the approval of the Public Utilities Director until all parcels are developed with permanent structures or facilities subject to the applicant executing and recording an agreement to that effect.

D. City is willing to accept Declarants application for an Irrigation Metered Water Service and to provide irrigation water for horticultural purposes only on the Property and defer the payment of the Distribution System Fees subject to certain conditions including the execution and recordation of an agreement meeting the requirements of Paragraph H of Water Rule No. 11.

NOW, THEREFORE, in consideration of the provision of the Irrigation Metered Water Service for the Property and the deferment of the Distribution System Fees, Declarants hereby covenant and agree with City as follows:

1. Declarants shall pay to City for irrigation water service for the Property the following:

(a) Upon acceptance of the application for irrigation metered water service for the Property by City, fees and charges for the required service and meter including Backup Facility Capacity Charge and Elevation Fees in accordance with City's Water Rules and Rate Schedules now in force.

(b) For the water used on the Property, the charges at rates set forth for irrigation metered services in City's Water Rate Schedule WA-3, or its successor.

2. Declarant shall pay to City the Distribution System Fees which are usually imposed upon application for service for water at such time as any of the following shall occur:

(a) Declarants use City water on the Property, or any portion thereof, for purposes other than horticulture; or

(b) Declarants make application to City for water services for purposes other than horticulture; or

(c) The Property is divided for any purpose.

3. Declarants shall, upon the occurrence of any or all of the events in Paragraph 2 above:

(a) Pay to City within one hundred twenty (120) days of the occurrence all Distribution System Fees for the Property then in effect. In the event the Distribution System Fees are not paid to City, Declarants acknowledge and agree that the water service to the Property may be terminated by City in accordance with City's procedures for such termination then in effect until such time as the fees have been paid.

(b) Pay to City such water charges in accordance with the applicable Water Rate Schedule as determined by City to be appropriate due to the changes in use of the Property and the purposes for which such water service shall be used.

4. The Terms of this Covenant and Agreement may be enforced by City, its successors and assigns. Should 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 Declarants and the heirs, successors and assigns of Declarants and shall continue in effect until payment of the Distribution System Fee or the termination of Irrigation Metered Water Service, whichever shall first occur. At such time as this Covenant and Agreement is terminated by the payment of the required Distribution System Fees for the Property or the Irrigation Metered Water Service is no longer provided to the Property, the Public Utilities Director of City at the request of Declarants shall execute in recordable form a release terminating this Covenant and Agreement.

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

Charles R. Johnson 12-24-93
Charles R. Johnson

Jean M. Johnson 12/24/93
Jean M. Johnson

Approved as to Content:

Bio
Public Utilities Director

Approved as to Form:

[Signature]
Assistant City Attorney

State of California)
County of Riverside) ss

On December 24, 1993, before me, a notary public in and for said State, personally appeared Charles R. Johnson and Jean M. Johnson

~~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.

Ellen H. Quinn
Signature

CAPACITY CLAIMED BY SIGNERS

- () Attorney-in-fact
- () Corporate Officer(s)
Title _____ Title _____
- () Guardian /Conservator
- () Individual (s)
- () Partner(s)
() General () Limited
- () Trustee(s)
- () Other _____

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