

64596-02
ATI TITLE COMPANY

230162

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WHEN RECORDED MAIL TO:

City Clerk
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

JUN 21 1996

Recorded in Official Records
of Riverside County, California

Recorder

[Signature]

Fees \$ 15 -

FOR RECORDER'S OFFICE USE ONLY

Project: PARCEL MAP 26793
DEFERMENT OF DISTRIBUTION SYSTEM FEE, ELEVATION FEE,
BACKUP FACILITY CAPACITY CHARGE AND WATER SERVICE
CONNECTION FEE
A.P.N. 238-240-006 (19.38 ACRES)

COVENANT AND AGREEMENT
AND DECLARATION OF RESTRICTIONS

15/3
SR

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This Covenant and Agreement and Declaration of Restric-
tions is made and entered into this 25th day of JULY, 1995,
by WILLIAM L. COOK and KATHRYN COOK, husband and wife as joint
tenants, (the "Declarants") with reference to the following facts:

A. Declarants are the fee owners of the following
described real property (the "Property") situated in the City of
Riverside, County of Riverside, State of California:

Parcels 1, 2 and 3 of Parcel Map 26793, as shown by map
on file in Book 187 of Parcel Maps, at pages 83
and 84 thereof, Records of Riverside County, California.

DESCRIPTION APPROVAL 7/25/95
Walter R. Jones by _____
SURVEYOR, CITY OF RIVERSIDE

SR

B. The Property is located at the northwesterly corner
of Monroe Street and Gratton Street within the City of Riverside
and is within the water service area of the City of Riverside (the
"City").

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CLA-SID

C. Declarants are dividing the Property into three parcels by Parcel Map 26793, which parcel map contemplates the division of a larger parcel of real property, including the Property, into four parcels. As a condition for the approval of Parcel Map 26793, Declarants are required under the Water Rules of the City to pay the following Water Fees and Charges:

1. DISTRIBUTION SYSTEM FEE: A charge for facilities which comprise the distribution grid system including water mains, valves, fire hydrants and appurtenances which have been, or will be installed by or for the Water Utility.
2. ELEVATION FEE: A charge for the construction of water facilities including but not limited to, the necessary booster pumping plants, and other necessary works to provide water service for properties above the Gravity Zone (area that is served by reservoirs with a high water line of 997 feet).
3. BACKUP FACILITY CAPACITY CHARGE: A charge for water supply facilities including but not limited to, production, transmission, and storage facilities.
4. WATER SERVICE CONNECTION FEE: A charge for the pipeline lateral extending from the Water Utility's water main, to and including the water meter, together with the necessary valves, fittings and water meter vault.

Declarants wish to defer the payment of the Distribution System Fee, Elevation Fee, Backup Facility Capacity Charge and Water Service Connection Fee imposed on each parcel of the Property until such time as such parcel is conveyed or upon issuance of a building permit for such parcel, whichever shall first occur.

D. City is willing to defer the payment of the Distribution System Fee, Elevation Fee, Backup Facility Capacity Charge and Water Service Connection Fee on each of the parcels of the Property until such time as that parcel is conveyed, or a building permit for the development thereof is issued, whichever shall first occur, subject to certain conditions including the execution and recordation of this Covenant and Agreement.

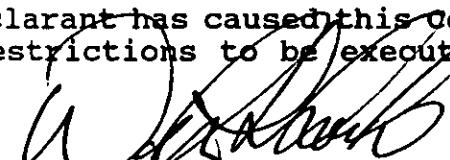
NOW, THEREFORE, Declarants hereby covenant and agree with the City that the following restrictions shall apply to the Property:

1. Declarants shall pay to City the Distribution System Fee, Elevation Fee, Backup Facility Capacity Charge and Water Service Connection Fee on each parcel of the Property at the rate in effect in the Water Rules of the City at such time as such parcel is either (a) sold, conveyed or otherwise transferred to another whether with or without compensation, or (b) upon application for a building permit for the development of such parcel, whichever shall first occur.

2. The terms of this Covenant and Agreement and Declaration of Restrictions 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 and Declaration of Restrictions, the prevailing party shall be entitled to court costs, including reasonable attorneys' fees.

3. This Covenant and Agreement and Declaration of Restrictions shall run with the land and each and all of its terms shall be binding upon Declarant and the heirs, successors and assigns of Declarants and shall continue in effect until such time as released by the Public Utilities Director of the City of Riverside, California.

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



 WILLIAM L. COOK



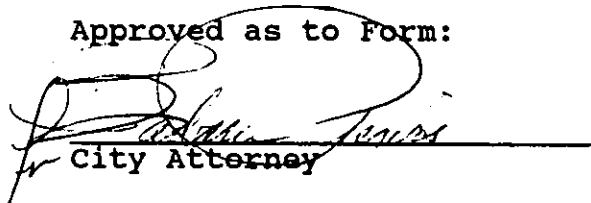
 KATHRYN COOK

Approved as to Content:



 Public Utilities Department

Approved as to Form:



 City Attorney

GENERAL ACKNOWLEDGEMENT

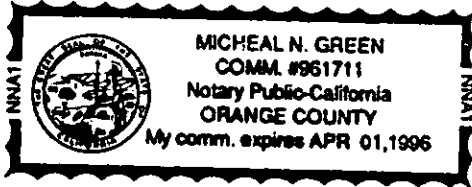
State of California }
County of Riverside } ss

On 7-25-95, before me Michael N. Green
(date) (name)

a Notary Public in and for said State, personally appeared

William L. Cook and Kathryn Cook
Name(s) of Signer(s)

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.

Michael N. Green
Signature

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

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

- () Partner(s)
() General
() Limited

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

