

FA

WHEN RECORDED MAIL TO:

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

Project: Parcel Map No. 28727

DOC # 1999-315087

07/14/1999 08:00A Fee:12.00

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Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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**COVENANT AND AGREEMENT
AND DECLARATION OF RESTRICTIONS
(Irrigation Facilities)**

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THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 9th day of July, 1999, by Edy P. Adkison who took title as Edy Powell Adkison and Judith E. Adkison: the owners of real property located in the City of Riverside, County of Riverside, State of California, described as follows:

Lot 3, Block 43 of Arlington Heights, as shown by map on file in Book 11, Pages 20 and 21, Records of San Bernardino County, California.

WHEREAS, the undersigned desire to divide the Property into two (2) parcels pursuant to Tentative Parcel Map No. 28727; and

WHEREAS, the City has required, as a condition of approval of Tentative Parcel Map No. 28727, that adequate guarantees be provided to assure that reasonable irrigation facilities can be provided to permit agriculture on each parcel.

WHEREAS, an easement in favor of Riverside Trust Company, in instrument recorded August 23, 1897 in Book 30, Page 210 of official records of Riverside County, California gives rights to the "Gage Canal Company" to place water conveyance facilities over, across and under this parcel map as described in the said document for purposes of delivering irrigation water to the region and to this parcel.

WHEREAS, the undersigned desire to protect, preserve and maintain the existing irrigation which is contingent upon having water delivered by the Gage Canal Company or any successor in interest, thereto, which will provide irrigation water to the property.

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

1. The existing irrigation facilities, within the northeast 20 feet of the subject parcel map shall be protected, preserved and maintained in a good and usable condition at all times.
2. That Ingress and Egress rights be provided to anyone or any entity receiving irrigation water from or through those facilities for the purposes of maintaining those facilities.

Edy P. Adkison
Judith E. Adkison
CITY OF RIVERSIDE

CLA GSD

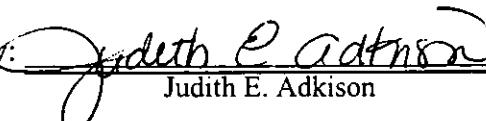
3. No barricade or other obstruction of the irrigation facilities shall limit the availability of, impede the flow of or obstruct in any manner, water required for existing or potential agriculture crops on the Property.
4. The irrigation facilities or any part thereof may be altered or replaced to allow for the development of the Property, so long as the alteration or replacement results in irrigation water being delivered to each parcel in a manner equivalent to the effective operation of irrigation facilities in the industry.
5. In the event the undersigned shall sell, convey, lease or in any way transfer any interest in the Property, the undersigned shall grant or reserve, as appropriate, private, nonexclusive easements for irrigation facilities and irrigation water over and across the Property to serve all parcels as described herein.
6. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City of Riverside, 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 undersigned their heirs, successors and assigns shall pay to the City its costs and reasonable attorneys fees.
7. This Covenant and Agreement and Declaration of Restrictions shall run with the land and each and all of its terms shall be binding upon the undersigned, their heirs, successors and assigns, and shall continue in effect until such time as released by the Planning Department as approved to form by the City attorney.

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

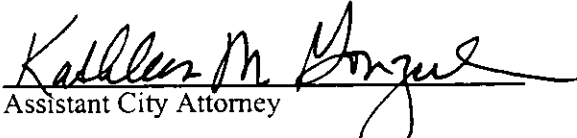
By: 
Edy P. Adkison

APPROVED AS TO CONTENT:


Planning Department

By: 
Judith E. Adkison

APPROVED AS TO FORM:


Assistant City Attorney

Certs/Covenant Form.doc



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On July 9, 1999 before me, Lynn M. Paulsen, Notary Public

personally appeared Edy P. and Judith E. Adkison

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~~ they executed the same in ~~his~~ their authorized capacity(ies), and that by ~~his~~ 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.
Lynn M. Paulsen
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Covenant & Agreement

Document Date: July 9, 1999 Number of Pages: 2

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edy P. Adkison

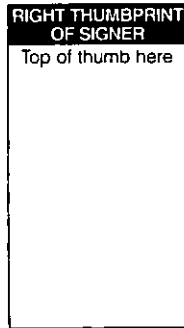
- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: Judith E. Adkison

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____



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