

WHEN RECORDED MAIL TO:

CITY CLERK

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

Recorded Date: 9/13/00

Instrument No.: 360118

Project: APN. 233-040-034
233-040-035
233-040-036

Extension of Existing Water Service
Deferral of Water Distribution Fee and Processing Charge

**COVENANT AND AGREEMENT
FOR EXTENSION OF WATER SERVICE**

THIS COVENANT AND AGREEMENT (the "Agreement") is made and entered into this 15th day of August, 2000, by PAUL A. VICKNAIR and KAREN A. VICKNAIR, husband and wife, Trustors and Trustees of the Paul W. Vicknair and Karen A. Vicknair Family Trust, dated October 3, 1995, (the "Declarants") with reference to the following facts:

A. Declarants are the fee owners of the following described real property, situated in the City of Riverside, County of Riverside, State of California, attached hereto as Exhibit "A" and incorporated herein by this reference (the "Property").

B. The Property is located at 3695 Everest Street, Riverside, California and is within the water service area of the Public Utilities Department of the City of Riverside (the "Department"). The Property is identified as Riverside County Assessor Parcel Numbers 233-040-034, 233-040-035, and 233-040-036 (the "Parcels").

C. Declarants are seeking realignment of the parcel boundaries through a lot line adjustment with the City of Riverside.

D. Declarants desire Department to extend water service to the newly created lot boundary of Parcel No. 233-040-034, thirty feet along the frontage beyond the existing water meter Department Water Rule No. 10(B)(1)(f) requires that where the place of water use of a parcel is being extended beyond the paid frontage of that parcel being serviced by an existing meter, all water fees and charges covering the extended area shall be charged and collected by the Department.

E Under Department Water Rule 10(B)(1)(f), Declarants must pay a Distribution System Fee for thirty feet of frontage, at the rate of \$43.00 per linear foot totaling \$1,290.00.

F Declarants have requested that the Department accept this Covenant and Agreement to defer payment of the entire Distribution System Fee.

G. Department Rule 10(B)(1)(j) provides that the Department Director may approve a request for a Covenant and Agreement to satisfy a water service requirement if Declarants pay a Processing Fee of \$250.00 to cover administrative costs in conjunction with preparation of the Covenant and Agreement.

H Declarants also desire to defer payment of the \$250 00 Processing Fee in accordance with the terms of this Agreement.

I. Department is willing to extend water service from the existing meter, along the thirty feet of frontage being added to Parcel No. 233-040-034, and to defer the payment of the Distribution System Fee and Processing Fee (collectively the "Fees") subject to certain conditions including the execution and recordation of this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein, Declarants hereby covenant and agree with Department as follows:

1. Declarants agree to pay to Department a Distribution System Fee for thirty feet of extended frontage, at the rate in effect when such fee is paid, plus a Processing Fee of \$250.00, at such time as one or more of the Parcels is voluntarily or involuntarily sold, transferred, assigned or developed.

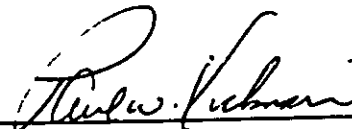
2. If the Fees are not paid to Department, Declarants acknowledge and agree that the water service to the Property may be terminated in accordance with Department's procedures for termination then in effect, until the Fees are paid, and the City of Riverside may withhold its consent to any subdivision map recordation or issuance of a building permit with respect to the Property or any portion thereof.

3. Declarants' obligations to pay all Fees is joint and several.

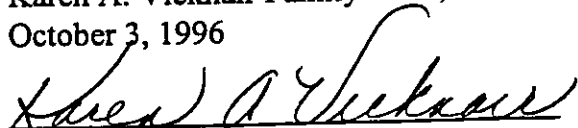
4. The terms of this Agreement may be enforced by the City of Riverside, its successors and assigns. Should the City of Riverside bring an action to collect any of the Fees under this Agreement, the City of Riverside shall be entitled to court costs, including reasonable attorneys' fees.

5. This Agreement shall run with the land and each and all of its terms shall be binding upon Declarants and future owners or encumbrancers of the Property and their successors, heirs and assigns. This Agreement shall continue in effect until payment of the Fees. When the Department has received payment in full of the required Fees for the property, the Director or the successor to the duties of such officer, at the request of Declarants, shall execute in recordable form a release terminating this Agreement.

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



PAUL W. VICKNAIR, Trustor and
Trustee of the Paul W. Vicknair and
Karen A. Vicknair Family Trust, dated
October 3, 1996

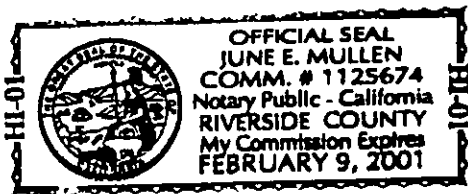


KAREN A. VICKNAIR, Trustor and
Trustee of the Paul W. Vicknair and
Karen A. Vicknair Family Trust, dated
October 3, 1996

State of California)
)ss
County of Riverside)

On August 15, 2000, before me, a notary public in and for said State, personally appeared PAUL W. VICKNAIR and KAREN A. VICKNAIR, Trustors and Trustees of the Paul W. Vicknair and Karen A. Vicknair Family Trust, dated October 3, 1996, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.






Signature

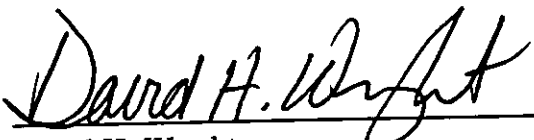
Paul W Vicknair and Karen A. Vicknair
Covenant and Agreement
Dated August 15, 2000

APPROVED AS TO FORM:



Eileen M Teichert
Deputy City Attorney

APPROVED AS TO CONTENT.



David H. Wright
Acting Director, Riverside Public Utilities

EXHIBIT "A"

PARCEL "1"

(New Description)

THAT PORTION OF LOT 6, IN BLOCK 25, OF THE VILLAGE OF ARLINGTON, AS SHOWN BY MAP RECORDED IN BOOK 1, PAGE 62 OF MAPS, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF LOT 49 OF THE MERICKEL SUBDIVISION OF LOTS 4, 5, AND 6, IN BLOCK 25 OF THE VILLAGE OF ARLINGTON AS SHOWN BY MAP OF SAID SUBDIVISION ON FILE IN BOOK 7, PAGE 10, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE WESTERLY, ALONG THE SOUTHERLY LINE OF SAID LOT 49, 300 FEET, MORE OR LESS, TO THE EASTERLY LINE OF EVEREST AVENUE, 60 FEET IN WIDTH, AS SHOWN ON SAID MAP OF THE MERICKEL SUBDIVISION;

THENCE SOUTHERLY, ALONG THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID EVEREST AVENUE, 95.00 FEET;

THENCE EASTERLY, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 49, 300 FEET, MORE OR LESS, TO THE EASTERLY LINE OF SAID LOT 6, IN BLOCK 25, OF THE VILLAGE OF ARLINGTON, AS SHOWN BY MAP RECORDED IN BOOK 1, PAGE 62 OF MAPS, SAN BERNARDINO COUNTY RECORDS;

THENCE NORTHERLY, ALONG THE EASTERLY LINE OF SAID LOT 6, 95.00 FEET, TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE WESTERLY 3.00 FEET THEREOF.

Containing Approximately 0.65 acres net.

Legal Description Prepared By:

Bradley H. Worrel 8-21-00
BRADLEY H. WORREL, R.C.E. 33844
Exp. 6-30-02



DESCRIPTION APPROVAL 9/5/00
[Signature]
for SR. EYOR, CITY OF RIVERSIDE by _____

PURSUANT TO LOT LINE ADJUSTMENT No. LL-028-990, APPROVED 5/12/2000.

EXHIBIT "A"

PARCEL "2"

(New Description)

THAT PORTION OF LOT 6, IN BLOCK 25, OF THE VILLAGE OF ARLINGTON, AS SHOWN BY MAP RECORDED IN BOOK 1, PAGE 62 OF MAPS, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF LOT 49 OF THE MERICKEL SUBDIVISION OF LOTS 4, 5, AND 6, IN BLOCK 25 OF THE VILLAGE OF ARLINGTON AS SHOWN BY MAP OF SAID SUBDIVISION ON FILE IN BOOK 7, PAGE 10, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTHERLY, ALONG THE EASTERLY LINE OF SAID LOT 6, 95 FEET, TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTHERLY, ALONG THE EASTERLY LINE OF SAID LOT 6, 80.00 FEET;

THENCE WESTERLY, ALONG THE SOUTHERLY LINE OF PARCEL 2, DESCRIBED IN DEED TO PAUL AND KAREN VICKNAIR RECORDED 9/15/78 AS INSTRUMENT NUMBER 195301, 300 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF EVEREST AVENUE, 60 FEET IN WIDTH, AS SHOWN ON SAID MAP OF THE MERICKEL SUBDIVISION;

THENCE NORTHERLY, ALONG THE SOUTHERLY PROLONGATION OF SAID EASTERLY LINE OF EVEREST AVENUE, 80.00 FEET, MORE OR LESS, TO A POINT THEREON DISTANT SOUTHERLY 95.00 FEET, FROM ITS INTERSECTION WITH THE SOUTHERLY LINE OF LOT 49 OF THE SAID MERICKEL SUBDIVISION;

THENCE EASTERLY, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 49, 300 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE SOUTHERLY 60.00 FEET OF THE WESTERLY 150.00 FEET THEREOF.

EXCEPTING ALSO THEREFROM THE WESTERLY 3.00 FEET THEREOF;

Containing Approximately 0.34 acres net.

Legal Description Prepared By:

Bradley H. Worrel 8-21-00
BRADLEY H. WORREL, R.C.E. 33844
Exp. 6-30-02



PURSUANT TO LOT LINE ADJUSTMENT No. LL-028-990, APPROVED 5/12/2000.

DESCRIPTION APPROVAL 9/15/00
for K. Shatt by _____
SURVEYOR, CITY OF RIVERSIDE

CIA 714

EXHIBIT "A"

PARCEL "3"

(New Description)

THE SOUTHERLY 60.00 FEET OF THE WESTERLY 150.00 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

THAT PORTION OF LOT 6, IN BLOCK 25, OF THE VILLAGE OF ARLINGTON, AS SHOWN BY MAP RECORDED IN BOOK 1, PAGE 62 OF MAPS, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF LOT 49 OF THE MERICKEL SUBDIVISION OF LOTS 4, 5, AND 6, IN BLOCK 25 OF THE VILLAGE OF ARLINGTON AS SHOWN BY MAP OF SAID SUBDIVISION ON FILE IN BOOK 7, PAGE 10, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTHERLY, ALONG THE EASTERLY LINE OF SAID LOT 6, 95 FEET, TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTHERLY, ALONG THE EASTERLY LINE OF SAID LOT 6, 80.00 FEET;

THENCE WESTERLY, ALONG THE SOUTHERLY LINE OF PARCEL 2, DESCRIBED IN DEED TO PAUL AND KAREN VICKNAIR RECORDED 9/15/78 AS INSTRUMENT NUMBER 195301, 300 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF EVEREST AVENUE, 60 FEET IN WIDTH, AS SHOWN ON SAID MAP OF THE MERICKEL SUBDIVISION;

THENCE NORTHERLY, ALONG THE SOUTHERLY PROLONGATION OF SAID EASTERLY LINE OF EVEREST AVENUE, 80.00 FEET, MORE OR LESS, TO A POINT THEREON DISTANT SOUTHERLY 95.00 FEET, FROM ITS INTERSECTION WITH THE SOUTHERLY LINE OF LOT 49 OF THE SAID MERICKEL SUBDIVISION;

THENCE EASTERLY, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 49, 300 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE WESTERLY 3.00 FEET THEREOF;

Containing Approximately 0.20 acres net.

Legal Description Prepared By:

Bradley H. Worrel 8-21-00
BRADLEY H. WORREL, R.C.E. 33844
Exp. 6-30-02



PURSUANT TO LOT LINE ADJUSTMENT No. LL-028-990, APPROVED 5/12/2000.

DESCRIPTION APPROVAL 9/15/00
C. Strait
SURVEYOR, CITY OF RIVERSIDE

CIA 714

PREPARED UNDER
THE SUPERVISION OF:

50 0 50 100



Scale 1" = 50 ft

Bradley H. Worrel 7-17-00
BRADLEY H. WORREL
R.C.E. 33844

EASTERLY LINE LOT 6, PER M.B. 1/62, S.B. Co.
P.O.C. Pcls. 2 & 3



MOST EASTERLY
CORNER LOT 49
M.B. 7/10

PARCEL 1
0.65 Ac. Net

PARCEL 2
0.34 Ac. Net

LOT 6,

BLK. 25,

M.B. 1/62,

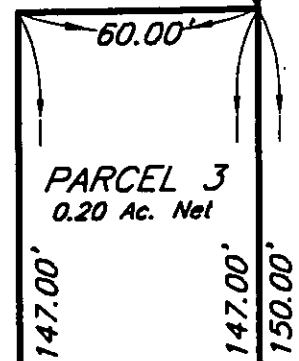
S.B. Co.

☞ MAGNOLIA AVENUE

LOT 49, M.B. 7/10

SOUTHERLY LINE LOT 49,
PER M.B. 7/10
300' ±
297' ±

PARALLEL WITH THE
SOUTHERLY LINE LOT 49
PER M.B. 7/10
300' ±
297' ±



PARCEL 3
0.20 Ac. Net

SOUTHERLY LINE OF PCL 2, DESCRIBED
IN DEED TO PAUL AND KAREN VICKNAIR
RECORDED 9/15/78, INST. No. 195301.

E'LY. LINE EVEREST AVE.
PER M.B. 7/10

864' ±

95.00'

33'

60.00'

80' ±

30'

60'

☞ EVEREST AVENUE

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 SHEETS

SCALE: 1" = 50' DRAWN BY: BHW DATE: 7/17/00

SUBJECT: LL-028-990

66-5

W.O. No. 00-483

CIA 714