

FREE RECORDING  
(Government Code §6103)

DOC # 2002-409725

07/26/2002 08:00A Fee:NC

Page 1 of 6

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



WHEN RECORDED MAIL TO:

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

Project: Deferment of Fees for Water Meter  
APN. 249 130 026

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
	1		6						
								/	LM
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

b

**COVENANT AND AGREEMENT  
AND DECLARATION OF RESTRICTIONS**

C  
LM

This Covenant and Agreement and Declaration of Restrictions ("Agreement") is made and entered into this 3<sup>RD</sup> day of JUNE, 2002, by ROBERT D. AUST (the "Declarant") with reference to the following facts:

A. Declarant is the fee owner of the following described real property (the "Property") consisting of approximately 3.60 acres of undeveloped land situated in the City of Riverside, County of Riverside, State of California:

That certain real property located in the City of Riverside, County of Riverside, State of California, specifically described as follows:

Parcel 4 of Parcel Map 15476, as shown by map recorded in Book 95, Page 99 of Parcel Maps, records of Riverside County, California.

B. The Property is located at 900 Marlborough Avenue within the City of Riverside and is within the water service area of the City of Riverside (the "City").

C. Declarant wishes to obtain domestic water service from City on a temporary basis for the Property.

D. Declarant wishes to surrender to the City his water shares in the East Riverside Water Company ("ERWC") as set forth under "Amendment to ERWC Irrigation Contract #290," a copy of which is attached hereto as Exhibit A, for the termination payment of \$1,980, or 8.5 shares at \$233 per share.

E. Declarant will enter into an interim agreement with the City for a water service connection and meter for a charge of \$1,010. Payment of other water development fees for permanent service shall be deferred until such time as the Property is subdivided or further developed and permanent water service is required by the City. Declarant will be given credit for any fees paid pursuant to the interim agreement.

F. As a condition to granting the interim domestic water, the City of Riverside is requiring the Declarant to enter into this Agreement.

NOW, THEREFORE, for purposes of complying with the City's requirements, for deferment of certain

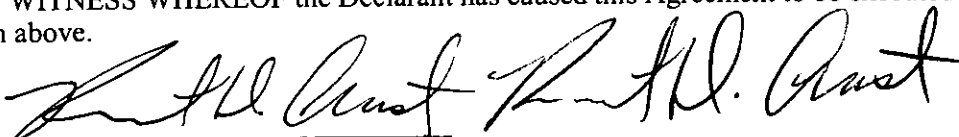
water fees for permanent domestic service relative to the Property, Declarant hereby covenants and agrees with the City that the following requirement shall apply to the Property:

Declarant shall pay to the City Public Utilities Department any and all water fees for permanent water service for the entire Property at such time as the Property is legally subdivided, developed, or prior to the issuance for any additional building permit relative to the Property and application for permanent water service is made. The amount of the water fees for the Property shall be calculated by using the applicable rates in effect at the time permanent water service is requested and Declarant shall be given credit for the \$1,010 payment for interim water service.

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

This Agreement shall run with the land and each and all of its terms shall be binding upon Declarant, any future owners or encumbrancers of the Property, and their heirs, successors and assigns. This Agreement shall continue in effect until such time as it is released by the Public Utilities Director of the City of Riverside, California, or the successor to the duties of such official.

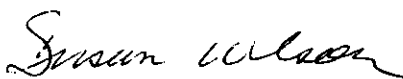
IN WITNESS WHEREOF the Declarant has caused this Agreement to be executed the day and year first written above.

  
ROBERT D. AUST

APPROVED AS TO CONTENT:

  
PUBLIC UTILITIES DEPARTMENT

APPROVED AS TO FORM:

  
SUSAN D. WILSON  
Deputy City Attorney



State of California            )  
  )ss  
County of Riverside         )

On June 21, 2002, before me, a notary public in and for ROBERT D. AUST ~~personally~~  
~~known to me~~ (or proved to me on the basis of satisfactory evidence) to be the persons whose names ~~are~~ <sup>is</sup>  
subscribed to the within instrument and acknowledged to me that ~~they~~ <sup>he</sup> executed the same.

WITNESS my hand and official seal.


  
Signature



EXHIBIT A

**AMENDMENT TO  
EAST RIVERSIDE WATER COMPANY IRRIGATION CONTRACT NO. 290  
(8.50 SHARES)**

This Amendment to East Riverside Water Company Irrigation Contract No. 290 is entered into between the City of Riverside, and Robert D. Aust ("Shareholder(s)"), who own(s) the property located at the S.W. corner of Marlborough and Northgate St. in Riverside, California ("Service Address"), on this 10<sup>TH</sup> day of Jan., 2000. January, ,2000.  
20th

**RECITALS**

A. The City of Riverside has provided irrigation water service to Shareholder or Shareholder's predecessor at the Service Address since 1966 when the City of Riverside purchased the East Riverside Water Company and Shareholder's shares in East Riverside Water Company under an Agreement with Shareholder;

B. Under the terms of the Agreement with Shareholder, the City of Riverside has provided irrigation water to the Service Address at rates which are substantially lower than the City of Riverside's published rates for irrigation water service;

C. The Agreement between the City of Riverside and Shareholder expires December 31, 1999, at which time Shareholder will be required to pay the City of Riverside's published rates for water service which are significantly higher than the rates Shareholder now pays;

D. In order to ease the burden on Shareholder of transitioning to higher rates, the City of Riverside is offering Shareholder the water rates in this Amendment.

NOW THEREFORE, in consideration of the foregoing, and the mutual promises and conditions herein, City and Shareholder agree as follows:

**1. Definitions.** Terms, when initially capitalized, shall have the meanings set forth in the Original Contract, except as follows:

**1.1 Amendment:** This Amendment to East Riverside Water Company Irrigation Contract.

**1.2 Agreement:** The Original Agreement as amended by this Amendment.

**1.3 Original Agreement:** The East Riverside Water Company Irrigation Contract entered into between City and Shareholder or Shareholder's predecessor in interest on the 14<sup>th</sup> day of June, 1966.

**1.4 Service Address:** The property designated in the first paragraph of this Amendment, and more particularly described in Exhibit "A" attached hereto and incorporated herein.

**1.5 Shareholder:** The person(s) designated in the first paragraph of this Amendment.

**2. Agreement.** All provisions of the Original Agreement shall remain in full force and effect, except as expressly modified by this Amendment.

**3. Effective date.** This Amendment is effective January 1, 2000.




4. **Final Stock Payment.** Section 2 of the Original Agreement is amended as follows:  
"In addition, City shall pay Shareholder the amount of \$233.00 per share upon termination and surrender of this Agreement under Section 7 of the Agreement."

5. **Water Rates.** Paragraph 2 of Section 4 of the Original Agreement is amended as follows:  
"The payments for delivery of water subsequent to January 1, 2000 shall be due and payable to City monthly in accordance with City's then existing published Water Rules. Shareholder agrees to pay the following rates for delivery of the water entitlement:  
January 1, 2000 through December 31, 2001--\$40.00 per acre foot  
January 1, 2002 through December 31, 2002--\$127.00 per acre foot.  
January 1, 2003 through termination of this Agreement--A rate equivalent to City's then existing WA-4 (Riverside Water Company Irrigators) rate.  
Upon termination of the Agreement, Shareholder agrees to pay for water service at City's then existing published rates which are otherwise applicable to Shareholder"

6. **Termination.** Section 7 of the Original Agreement is amended as follows:  
"Shareholder may terminate this Agreement at any time by giving written notice of termination to City. Shareholder understands and agrees that upon thirty (30) days written notice to Shareholder, City may terminate the Agreement upon the occurrence of:  
(i) Any transfer, voluntary or involuntary, of the Service Address property title from Shareholder to another; or  
(ii) A change of existing use of the Service Address property to domestic, commercial or industrial.  
Shareholder covenants and agrees to immediately notify City of the occurrence of any of the above terminating events."

7. **Binding on Successors.** This Amendment shall be binding on the successors, heirs and assigns of the parties.


The undersigned have executed this Amendment on the date first written above.

SHAREHOLDER(S)  
By:   
Robert D. Aust

By: \_\_\_\_\_

CITY OF RIVERSIDE  
By: 

Its: Public Utilities Director

Approved as to Form:  
By:  1.18.02  
Deputy City Attorney

Attest:  
By:   
City Clerk



EXHIBIT "A"

That certain real property located in the County  
of Riverside, State of California, specifically  
described as follows:

8 $\frac{1}{2}$  acres in the N/E corner of the E $\frac{1}{2}$  of the SE $\frac{1}{4}$  of Section 18, T2S-R4W-SBB&M.

3/7/79 - ALSO KNOWN AS PARCEL #4 OF PARCEL MAP #243.

Map: 12-17  
Certificate No. 3352



2002-409725  
07/26/2002 08:08A  
6 of 6

26-2  
CIA 797