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(Government Code §6103)
Project: APN: 239-170-009
Water Service Connection
Agricultural Uses Only

DOC # 2003-199708

03/21/2003 08:00A Fee:NC

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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
FOR TEMPORARY WATER SERVICE CONNECTION FOR AGRICULTURAL USES**

2ND THIS COVENANT AND AGREEMENT (the "Agreement") is made and entered into this February day of February, 2003, by **RAMIRO ALCARAS CASTANEDA AND MARGUERITA CASTANEDA, Husband and Wife as Joint Tenants, as to an undivided 50% interest and SALUD CASTANEDA AND JOSEFINA CASTANEDA, Husband and Wife, as Joint Tenants as to an undivided 50% interest** (the "Declarants") with reference to the following facts:

- A. Declarants are the fee owners of the following described real property (the "Property") consisting of **9.54** acres of undeveloped land, situated in the City of Riverside, County of Riverside, State of California and described in "Exhibit "A".
- B. The Property is located at **9101 Cleveland Avenue**, 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 Number **239-170-009**.
- C. Declarants desire to use the Property for agricultural purposes only and have filed an application with Department for connection of water service.
- D. Water Rule 11 of the Water Rules of the City of Riverside provides in Paragraph H, that temporary service connections, as approved by the Public Utilities Director for the City of Riverside ("Director"), may be available for parcels of land to be used exclusively for agricultural purposes. Paragraph H of Rule 11 further provides that upon approval by the Director, the Distribution System Fee may be deferred until such time as the parcels are developed with permanent structures or facilities are built, and that the Backup Facility Capacity Charge and Elevation Fee may be deferred for a maximum period of two (2) years,

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upon the execution of a recordable Agreement approved by the Legal Department. Rule 11 provides that after the two-year period, the deferred Backup Facility Capacity Charge and Elevation Fee shall be paid, or paid thereafter in four (4) equal annual installments. These Rule 11 requirements are in part, for the purpose of putting future owners or encumbrances on notice of the deferred Fees and Charges.

E. Department is willing to accept Declarants' application for a temporary water service connection for agricultural uses, to provide water to the Property and to defer the payment of the Distribution System Fee, the Backup Facility Capacity Charge and Elevation Fee subject to certain conditions including the execution and recordation of this Agreement, meeting the requirements of Paragraph H of Water Rule 11.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the provision of the temporary water service connection for agricultural uses for the Property and the deferment of the Distribution System Fee, the Backup Facility Capacity Charge and the Elevation Fee (collectively "Fees and Charges"), Declarants hereby covenant and agree with the Department as follows:

1. Declarants shall pay to Department the temporary water service connection charge and such other fees and charges for the required service and meter in accordance with the Water Rules and Rate Schedules of the City of Riverside now in force except as hereafter specifically deferred, for the Property upon the following:

- (a) Department's acceptance of Declarants' application for the temporary water service connection for agricultural uses on the Property; and
- (b) Department's deferral of Declarants' payment of the Fees and Charges as provided herein.

2. For the water used on the Property for agricultural purposes, Declarants shall pay to Department the charges for such water at rates as then set forth in the City of Riverside's Water Rate Schedule WA-3 - Irrigation Metered Service, or the rates applicable from time to time.

3. Declarants shall pay to Department the Backup Facility Capacity Charge and the Elevation Fee ("Charges") which are usually imposed upon application for water service, no later than two (2) years from the date the temporary water service connection to the Property is completed and these Charges shall be based on the rates in effect when the water meter was installed; provided, however, that such amount may be paid to Department by Declarants in four (4) equal annual installments. Department shall give written notice to Declarants of the total amount due and owing for the Charges, and Declarants shall pay the total of such amount or one-fourth of such amount no later than thirty (30) days after issuance of such notice to Declarants by Department. If Declarants determine to pay the amount in no more than four (4) equal annual installments, such remaining amounts shall be promptly



paid by Declarants to Department by no later than the anniversary date of the original notice from Department to Declarants as to the amount to be paid.

4. Declarants shall pay to Department, the Distribution System Fee, which is usually imposed upon application for water service, prior to development of the property with permanent structures or facilities, or issuance on any additional building permit relative to the Property. If the Distribution System Fee is 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 Distribution System Fee is paid, and the City of Riverside may withhold its consent to issuance of a building permit with respect to the Property or any portion thereof.

5. Notwithstanding the foregoing, Declarants shall pay to the Department the entire amount owing on the Fees and Charges in such amounts as then in effect, for the entire Property prior to the legal subdivision of the Property. If the Fees and Charges 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 and Charges are paid, and the City of Riverside may withhold its consent to any subdivision map recordation with respect to the Property or any portion thereof.

6. Declarants' obligation to pay all Fees and Charges is joint and several.

7. 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 and Charges under this Agreement, the City of Riverside shall be entitled to court costs, including reasonable attorneys' fees.

8. 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 Distribution System Fee, the Backup Facility Capacity Charge and the Elevation Fee. When the Department has received payment in full of the required Distribution System Fee, the Backup Facility Capacity Charge and the Elevation Fee for the Property, the Director or 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.

AS TO AN UNDIVIDED 50% INTEREST

BY: Ramiro A. Castaneda
RAMIRO A. CASTANEDA

BY: Margarita Castaneda
MARGUERITA CASTANEDA

AS TO AN UNDIVIDED 50% INTEREST

BY: Salud Castaneda
SALUD CASTANEDA

BY: Josefina Castaneda
JOSEFINA CASTANEDA



APPROVED AS TO CONTENT:

TPG
Public Utilities Director
Thomas P. Evans

State of California)
)ss
County of _____)

APPROVED AS TO FORM:

Susan Wilk
Assistant City Attorney
Deputy

On _____ before me, the undersigned, a notary public in and for said State, personally appeared

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.

(Signature)

State of California)
)ss
County of Los Angeles

On 02/02/03 before me, the undersigned, a notary public in and for said State, personally appeared

Ramiro A. Castaneda & ~~Marguerita~~ ^{Marguerita C.B.} Castaneda & ~~Salud Castaneda~~ ^{JOSEFINA} ~~CASTANEDA~~

~~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.

Carmen M. Bolivar
(Signature)



**ILLEGIBLE NOTARY SEAL DECLARATION
(GOVERNMENT CODE 27361.7)**

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary Carmen M. Bolivar

Commission No. 1296287

Date Commission Expires 4/2/05

Date and Place of Notary Execution 2/2/03 Los Angeles,
Country

Date and Place of This Declaration 3/20/03 Riverside, CA

[Signature]
Signature

City of Riverside
Firm Name (if any)



EXHIBIT "A"

LEGAL DESCRIPTION

LOT 4 BLOCK 26 OF ARLINGTON HEIGHTS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11 PAGES 20 AND 21 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, EXCEPTING THEREFROM THAT PORTION OF LOT 4 BLOCK 26 CONTAINED WITHIN THE FOLLOWING:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 BLOCK 26;

THENCE SOUTHERLY 611 FEET ALONG THE EASTERLY LINE OF SAID LOT 2 TO THE POINT OF BEGINNING;

THENCE WEST 85 FEET PARALLEL TO THE SOUTHERLY LINE OF LOT 2;

THENCE SOUTHERLY 65 FEET PARALLEL TO THE EASTERLY LINE OF LOTS 2 AND 4, BLOCK 26;

THENCE EASTERLY 85 FEET PARALLEL TO THE NORTHERLY LINE OF LOT 4;

THENCE NORTHERLY ALONG THE EASTERLY LINE OF LOTS 4 AND 2, BLOCK 26, TO THE POINT OF BEGINNING.

Covenant and Agreement for Temporary Water Service Connection for Agricultural uses "Ramiro Castaneda & Marguerita Castaneda, Salud Castaneda & Josefina Castaneda"
Location: 9101 Cleveland Avenue - APN: 239-170-009

