

RECORDING REQUESTED BY:

DOC # 2004-0461096

06/16/2004 08:00A Fee:NC

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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: 1900 Bradley Street
Riverside, California
APN No. 242-070-038

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COVENANT AND AGREEMENT
FOR TEMPORARY/REMOTE WATER SERVICE CONNECTION

THIS COVENANT AND AGREEMENT FOR TEMPORARY/REMOTE WATER SERVICE CONNECTION ("Covenant") is made and entered into this 12th day of May, 2004, by Sumio Yasutake and Yoshie Yasutake (collectively, "Owner") with reference to the following facts:

A. Sumio Yasutake and Yoshie Yasutake are the fee owners of property located at 1900 Bradley Street, Riverside, California ("Property"), described as follows:

Lot 1 of Rancho Hermosa as shown per Map on file in Book 10, Page 26 of Maps, Records of Riverside County, California.

Together with the following described parcel of land;

Beginning at an angle point in the Southerly line of Said Lot 1, said point lying a distance South 45° 05' 53" East, 80.49 feet from the most westerly corner thereof; Thence North 54° 47' East, along said southerly line 135.99 feet to an angle point in said line; Thence South 67° 32' 05" East, along said southerly line 139.98 feet to an angle point in said line; Thence South 84° 05' 06" West, 241.76 feet to the point of beginning.

B. Owner wishes to develop a commercial nursery on such Property, which is currently undeveloped.

C The City of Riverside ("City") does not have an existing water main fronting the Property, nor is there any water to, or on, the Property suitable for domestic use at the Property.

D. The Rules and Rates of the City of Riverside's Public Utilities Department ("Water Utility Rules and Rates"), as amended from time to time, provide that Temporary/Remote Water service may be provided to properties whenever it is impractical to extend water mains to such properties, subject to certain conditions, including payment of all applicable fees and charges and recordation of a Covenant and Agreement for Temporary/Remote Water Service Connection.

NOW, THEREFORE, in consideration of the foregoing, Owner covenants and agrees as follows:

1. Temporary/Remote Water Service. Owner agrees to receive Temporary/Remote Water service from Riverside at the Property from City's existing remote water main at Bradley Street east of Jefferson Street ("Temporary/Remote Water Meter location") all in accordance with City's water Utility Rules and Rates in effect from time to time.

2. Permanent Water Service. Owner agrees that when a water main is constructed within the public right-of-way fronting the Property, such temporary service shall be disconnected by City and replaced with a permanent water service, and Owner agrees to pay all applicable relocation costs for such permanent water service connection, and Owner agrees to reconnect the private on-site water facilities to the relocated permanent water meter.

3. Water Service Easements. Owner agrees to obtain and maintain at Owner's sole cost and expense all public and private water service easements and/or encroachment permits deemed necessary by Department to facilitate the temporary/remote water service between Property and the Temporary/Remote Water Meter location.

4. Representations and Warranties to City. In consideration for City's agreement to provide Temporary/Remote Water Service to the Property, Owner represents and warrants to City as follows:

4.1 As of the date of this Covenant Sumio Yasutake and Yoshie Yasutake are the sole owners of the Property, and no other consents to the making of this Covenant are required in order to bind Owner and Owner's successors, heirs and assigns to the terms and conditions of this Covenant.

4.2 The making of this Covenant does not cause Owner to violate or breach any covenants, conditions, restrictions, or rights of any third parties relating to the Property.

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5. Effect of Declaration. Any person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property shall be deemed to have consented and agreed to every covenant, condition, restriction and easement contained herein, whether or not any reference to this Covenant is contained in the instrument by which such person acquired such right, title or interest in the Property.

6. Covenant Running with Land. This Covenant shall run with the land and shall be binding upon Owner and Owner's successors, heirs and assigns, and shall continue in effect until such time as it is released by the Public Utilities Director of the City of Riverside by notice duly recorded. Any reference to Owner in this Covenant shall mean Owner making this Covenant and any such successor's, heirs and assigns.

7. Venue; Choice of Law: Any action at law or in equity brought for the purpose of enforcing a right provided for by this Application shall be tried in a court of competent jurisdiction in the County of Riverside, California. This Covenant shall be governed by and construed in accordance with the laws of the state of California.

8. Enforcement by City. In the event Owner fails to fully perform any of Owner's obligations under this Covenant, Owner agrees that City may at its sole option elect to perform Owner's obligations and Owner shall immediately pay City for all of City's costs and expenses of performing such obligations.

9. Attorney's Fees. If City brings an action or proceeding to enforce the terms of this Covenant or to declare City's rights under this Covenant, City shall be entitled to reasonable attorney's fees, costs and expenses, including in house City Attorney's fees, costs and expenses. City shall also be entitled to attorney's fees, costs and expenses incurred in preparation and service of notices of default under this Covenant in City's attempts to collect any sum owing City under this Covenant, whether or not a legal action is subsequently commenced.


10. Notice. All notices, requests or any other communication to Owner regarding or enforcing this Covenant shall be deemed given on the third day after it is deposited in the United States mail, postage prepaid and addressed to Owner at the following address:

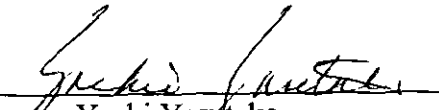
Sumio and Yoshie Yasutake
c/o SY Nursery, Inc.
19900 South Pioneer Boulevard
Cerritos, CA 90703

SIGNATURES ON NEXT PAGE



IN WITNESS WHEREOF, Owner has caused this Covenant and Agreement for Temporary/Remote Water Service Connection to be made and executed the day and year first written above



Sumio Yasutake


Yoshi Yasutake

APPROVED AS TO CONTENT:


Public Utilities Department *YJA*

APPROVED AS TO FORM:


Deputy City Attorney

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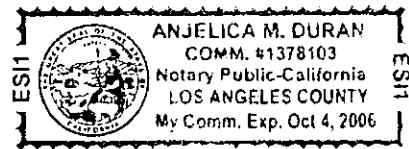
State of California)
)ss
County of Los Angeles

On April 30, 2004 before me, the undersigned, a notary public in and for said State,
personally appeared
Sumio Yasutake and Yoshie Yasutake

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.

Anjelica M. Duran
(Signature)



State of California)
)ss
County of _____)

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)

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