



WHEN RECORDED MAIL TO:

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

Project: PW04-0865
 Parcel 1
 Parcel Map 32523

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**COVENANT AND AGREEMENT
 AND DECLARATION OF RESTRICTIONS**

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 19th day of February, 2005, by PATRICIA E. SCHULTE, surviving trustee of the Sylvester W. Schulte and Patricia E. Schulte Family Trust, under trust dated July 12, 1995, ("Declarants") with reference to the following facts:

A. Declarants are the fee owner of the real property situated in the City of Riverside, County of Riverside, State of California ("the Property"), commonly known as 2406 Monroe Street Assessor's Parcel Number 238-100-005, situated in the RA-5 - Residential Agricultural Zone. The Property is legally described as follows:

Lot 29 of Block 32 of Arlington Heights as shown on by map on file in Book 1, Page 37 of Maps, records of Riverside County, California.

B. Declarants propose to subdivide the Property into two (2) parcels to facilitate further development. Declarants have submitted its applications under PW04-0865, Parcel Map 32523 ("Map"), for said subdivision.

C. As a condition of approval and prior to the recordation of the Map, the City of Riverside ("City") is requiring Declarants to execute and record a covenant setting forth specific requirements in connection with water service, fees and charges payable to the Public Utilities Department - Water Division, which must occur ~~prior to the issuance of a building permit.~~
at the time water service is requested.

D. Declarants are willing to record a covenant and agreement setting forth the conditions imposed in connection with the Map.

DESCRIPTION APPROVAL:

MARK S. BROWN CITY SURVEYOR 2/23/05 DATE

NOW, THEREFORE, for the purposes of complying with the conditions imposed by the City for the approval of Parcel Map 32523 in case number PW04-0865, Declarants hereby covenant and agree with the City that the Property is and hereafter shall be held, conveyed, transferred, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the following declarations, limitations, covenants, conditions and restrictions, all of which are imposed as equitable servitudes pursuant to a general plan for the development of the Property for the purpose of enhancing and protecting the value and attractiveness of the Property, and each Parcel thereof, in accordance with the plan for the improvement of the Property, and to comply with certain conditions imposed by the City for the approval of Parcel Map 32523, and shall be binding and inure to the benefit of each successor and assignee in interest of each such party. Any conveyance, transfer, sale, assignment, lease or sublease made by Declarants of a Parcel of the Property shall and hereby is deemed to incorporate by reference all the provisions of this Covenant and Agreement including, but not limited to, all the covenants, conditions, restrictions, limitations and equitable servitude contained herein.

1. Declarants have requested and the City, through its Public Utilities Department, has agreed that the following conditions will be deferred on Parcel 1 of the Map, until such time as a ~~building permit is issued:~~ *water service is requested:*

- (a) Payment of Backup Facility Capacity Charge in an amount to be determined (based on the requested meter size);
- (b) Payment of Elevation Fee on 5.00 acres; and
- (c) Payment of Distribution System Fee for frontage along Monroe Street totaling 340.27 feet.

All fees above will be determined based on the Water Rules in effect at the time of meter issuance.

2. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City, its successors or assigns. Should the City bring an action to enforce the terms of the Covenant and Agreement and Declaration of Restrictions, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees, and reasonable costs of suit.

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

4. Subject to the prior written approval of the City, by its Public Utilities Director, any provision contained herein, may be terminated, modified or amended as to all of the Property or any portion thereof. No such termination, modification or amendment shall be effective until there shall have been executed, acknowledged and recorded in the Office of the Recorder of Riverside County,

California, an appropriate instrument evidencing the same including the consent thereto by the City.

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

By: ~~Sylvester W. Schulte~~ and Patricia E. Schulte, *Surviving*
Trustees of the Sylvester W. Schulte and Patricia E. Schulte Family Trust
under trust dated July 12, 1995.

~~X~~

Sylvester W. Schulte

Patricia E. Schulte

Patricia E. Schulte

APPROVED AS TO CONTENT:

David H. [Signature]

Public Utilities Department

APPROVED AS TO FORM:

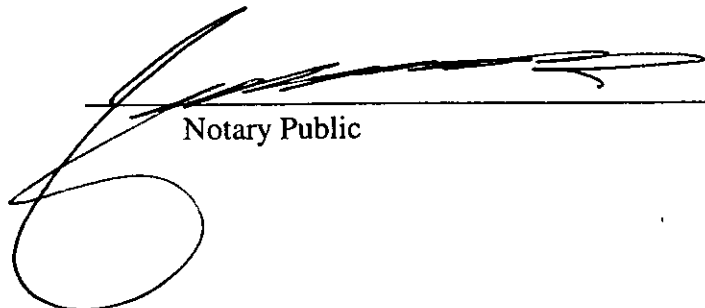
[Signature]

Deputy City Attorney

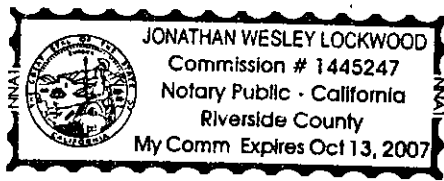
STATE OF CALIFORNIA)
) ss
COUNTY OF RIVERSIDE)

On February 19, 2005, before me, Jonathan Wesley Lockwood
the undersigned, a notary public in and for said State, personally appeared
Patricia E. Schulte personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person whose name is subscribed to the within instrument and
acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her
signature on the instrument the person, or the entity upon behalf of which the person acted, executed
the instrument.

WITNESS my hand and official seal.



Notary Public



STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On _____, 2005, 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 whose name is subscribed to the within instrument and
acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her
signature on the instrument the person, or the entity upon behalf of which the person acted, executed
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Notary Public