

166824

WHEN RECORDED TO
CITY OF RIVERSIDE 3900 MAIN STREET
RIVERSIDE, CA. 92522
ATTN: CITY ENGINEER

RECEIVED FOR RECORD
AT 9:00 O'CLOCK A.M.
At Request of
FIRST AMERICAN TITLE COMPANY
OF RIVERSIDE 166824
Book 1984, Page
AUG - 1 1984
Recorded in Official Records
of Riverside County, California
William E. Stonely
Recorder
Fees \$

COVENANT AND AGREEMENT
TO PROTECT IRRIGATION SYSTEM
(Parcel Map 19741)

THIS COVENANT AND AGREEMENT is made and entered into this 20th day of June, 1984, by JAMES T. PLUMMER, an unmarried man, the fee owner of the following described real property located in the City of Riverside, County of Riverside, State of California:

Lot 1 in Block 45 of Arlington Heights, as shown by map on file in Book 11 of Maps, at pages 20 and 21 thereof, Records of San Bernardino County, California.

WITNESSETH:

WHEREAS the undersigned desires to divide the above described real property by parcel map into two lots; and

WHEREAS the City of Riverside as a condition of approval of Parcel Map 19741 has required the provision of adequate guarantees to assure that reasonable irrigation facilities can be provided to permit agriculture on each parcel to be created by said parcel map;

NOW, THEREFORE, for the purpose of complying with said condition of approval imposed by the City of Riverside for Parcel Map 19741, the undersigned, for himself, his heirs, successors and assigns, hereby covenants and agrees with the City of Riverside that he will undertake such measures as may be necessary to insure that an irrigation system may be maintained and used on

DESCRIPTION APPROVAL
James T. Plummer
14/30/84
Surveyor

C/A-106

166824

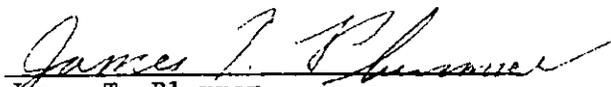
1 the above described property and that no barricade shall limit the availability
2 of, impede the flow of, or obstruct in any manner, water required for existing
3 or potential agricultural crops on said above described property, or either
4 parcel created by Parcel Map 19741. Nothing herein shall prevent the alteration
5 or replacement of any part of the existing irrigation system to allow for the
6 development of each parcel of Parcel Map 19741, as long as said alteration or
7 replacement results in irrigation water being delivered to each parcel in such
8 amounts and manner as to permit agricultural crops thereon.

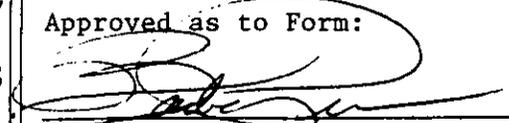
9 In the event the undersigned, his heirs, successors and assigns shall
10 sell, convey or lease any or all of the above described property, it is further
11 covenanted and agreed that he shall grant or reserve as appropriate such
12 appurtenant easements, rights and privileges as are needed to protect, preserve
13 and maintain such irrigation system as indicated above.

14 The City of Riverside may enforce this Covenant and Agreement in the
15 event any of the above conditions are not met. Should the City of Riverside
16 bring suit or other proceedings, including an arbitration proceeding, to
17 enforce the terms of this Covenant and Agreement, the undersigned, for himself,
18 his heirs, successors and assigns, agrees to pay to the City the City's costs
19 including reasonable attorneys' fees.

20 These Covenants and Agreements shall run with the land and shall be
21 binding upon the undersigned, his heirs, successors and assigns, and shall
22 continue in effect until such time as released by the City Council of the
23 City of Riverside, California.

24 IN WITNESS WHEREOF the undersigned has caused this Covenant and
25 Agreement to be executed the day and year first above written.

26 
James T. Plummer

27 Approved as to Form:
28 
Assistant City Attorney