

**FREE RECORDING**

This instrument is for the benefit of the City of Riverside and is entitled to be Recorded without fee (Government Code §6103)

WHEN RECORDED MAIL TO:

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

Project: 10645 Cypress Avenue  
Riverside, California  
APN No. 150-040-014

DOC # 2009-0559828

10/29/2009 08:00A Fee:NC

Page 1 of 7

Recorded in Official Records

County of Riverside

Larry W Ward

Assessor, County Clerk & Recorder



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FOR RECORDER'S USE ONLY



**COVENANT AND AGREEMENT  
FOR TEMPORARY WATER SERVICE CONNECTION FOR AGRICULTURAL USES**

THIS COVENANT AND AGREEMENT FOR TEMPORARY WATER SERVICE CONNECTION FOR AGRICULTURAL USE ("Covenant") is made and entered into this 28th day of September, 2009, by ANGEL V. ARAFILES AND ESTHER N. ARAFILES, (collectively, "Owner") with reference to the following facts:

- A. ANGEL V. ARAFILES AND ESTHER N. ARAFILES are the fee owners of property located at 10645 Cypress Avenue, Riverside, California, ("Property"), also described in Exhibit "A".
- B. The Property is located within the City of Riverside ("City") water service area and is currently undeveloped. Owner desires to use Property for agricultural uses only and has filed an application with the City for water service.
- C. Water Rule 11.H of the Water Rules of the City of Riverside's Public Utilities Department ("Water Utility Rules and Rates"), as amended from time to time, provide that temporary water service connections may be provided to properties to be used exclusively for agricultural purposes. The rule further provides that the Distribution System Fee may be deferred, with the Public Utility General Manager's approval, until such time as parcels are developed with permanent structures or facilities, subject to certain conditions, including payment of all other applicable fees and charges and recordation of a Covenant and Agreement for Temporary Water Service Connection for Agricultural Uses.

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

1. Temporary Water Service for Agricultural Use. Owner agrees to receive Temporary Water service from Riverside at the Property from City's existing water main at 10645 Cypress Avenue for agricultural uses only all in accordance with City's Water Utility Rules and Rates as amended from time to time.

2. Payment of Distribution System Fee. Owner agrees to pay the Distribution System Fee prior to development of the property with permanent structures or facilities or prior to the legal subdivision of the Property. If Owner fails to so pay, Owner agrees that City may terminate Owner's Temporary Water Service connection, in accord with Water Utility Rules and Rates.

3. 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:

3.1 As of the date of this Covenant, Angel V. Arafiles and Esther N. Arafiles 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.

3.2 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.

4. 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.

5. 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 General Manager 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 successors, heirs and assigns.

6. 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.



7. Enforcement by City. The terms of this agreement may be enforced by the City, its successors and assigns.

8. 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.

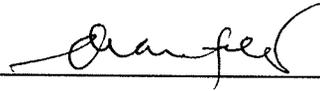
SIGNATURES ON NEXT PAGE



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

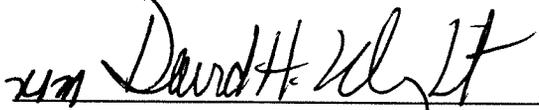


Angel V. Arafiles



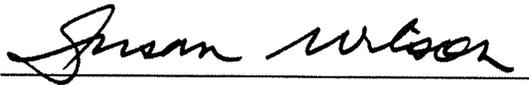
Esther N. Arafiles

APPROVED AS TO CONTENT:



Public Utilities Department *RBS*

APPROVED AS TO FORM:



Deputy City Attorney



STATE OF CALIFORNIA )  
 )ss  
COUNTY OF RIVERSIDE )

On 9/2/09, before me, Stephanie A. Besemen, 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.

see attached  
Notary Signature



# Exhibit A

~~SCHEDULE "A"~~

The land referred to in this report is situated in the County of Riverside, State of California, and is described as follows:

Parcel 1:

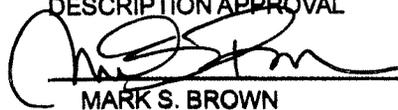
The westerly 150 feet of lot 12, block 2, of Chadbourne Heights, in the City of Riverside, County of Riverside, State of California, as per map recorded in book 12, pages 11, 12 and 13 of maps, in the office of the County Recorder of said County, said westerly 150 feet being measured along the northerly line of said lot, and the easterly line of said westerly 150 feet being parallel with the westerly line of said lot.

Parcel 2:

Lot 9, block 2 of Chadbourne Heights, in the City of Riverside, County of Riverside, State of California, as per map recorded in book 12, pages 11, 12 and 13 of maps, in the office of the County Recorder of said County.

Excepting therefrom the easterly 150 feet.

DESCRIPTION APPROVAL

  
MARK S. BROWN  
CITY SURVEYOR

9/18/09  
DATE



2009-0559328  
10/29/2009 08 00A  
6 of 7

CIA 1096

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside

On 9-2-09 before me, \* Stephanie A. Beemer \*, A Notary Public,  
Date Here Insert Name and Title of the Officer  
 personally appeared \* Angel Vidal Arasiles and Esther N Arasiles  
Name(s) of Signer(s)

who 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.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal

Signature Stephanie A. Beemer A Notary Public  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

**Description of Attached Document**

Title or Type of Document Covenant and agreement for temporary water service connection for agricultural use  
 Document Date 9/2/09 Number of Pages 7 including  
 Signer(s) Other Than Named Above N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name \_\_\_\_\_  
 Individual  
 Corporate Officer — Title(s) \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other \_\_\_\_\_  
 Signer Is Representing \_\_\_\_\_



Signer's Name \_\_\_\_\_  
 Individual  
 Corporate Officer — Title(s) \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other \_\_\_\_\_  
 Signer Is Representing \_\_\_\_\_

