

201344

WHEN RECORDED MAIL TO:

City Clerk, City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

Project: PMW-64-845

COVENANT AND AGREEMENT AND
DECLARATION OF RESTRICTIONS

RECEIVED FOR RECORD
30 Min. Past 10 o'clock A.M.

AUG 21 1986

Recorded in Official Records
of Riverside County, California

William E. Smith
RECORDED
Fees \$ 15

This Covenant and Agreement and Declaration of Restrictions is made and entered into this 8th day of August, 1986, by THOMAS L. MAZZETTI and BARBARA S. MAZZETTI, husband and wife, as community property, the owners of record of the real property located in the City of Riverside, County of Riverside, State of California described on Exhibit A, attached hereto and incorporated herein, which property is referred to herein as Parcel A or Parcel B or collectively as the property:

WHEREAS the undersigned desire to relocate a common lot line which will result in two parcels as described on Exhibit A; and

WHEREAS the City of Riverside has required as a condition of approval of case PMW-64-845 that the undersigned guarantee that reasonable irrigation facilities can be provided to permit agriculture on each parcel; and

WHEREAS the undersigned desire to maintain the existing irrigation facilities and to establish new irrigation facilities to serve the property; and

WHEREAS the undersigned desire to establish a nonexclusive easement for irrigation facilities and water on Parcel B for the use and benefit of Parcel A;

NOW, THEREFORE, the undersigned hereby covenant and agree with the City of Riverside that the following restrictions shall apply to the property:

1. The existing irrigation facilities as shown on Exhibit B, attached hereto and incorporated herein, shall be maintained in a good and usable condition at all times.
2. New irrigation facilities, including a six-inch PVC water line, meeting the specifications of the Gage Canal Company, shall be established and maintained in a good and usable condition at all times in the general location shown on Exhibit B.
3. No barricade or other obstruction of the irrigation facilities shall limit the availability of, impede the flow of or obstruct in any manner, water required for existing or potential agricultural crops on the property.

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4. The irrigation facilities or any part thereof may be altered or replaced to allow for the development of the property, so long as the alteration or replacement results in irrigation water being delivered to each parcel in a manner equivalent to the operation of the irrigation facilities described above in paragraphs 1 and 2.

5. In the event any of the property is sold or leased or the ownership is otherwise changed, as the parcels are conveyed, the grantor shall grant and/or reserve, as appropriate, a nonexclusive easement for irrigation facilities and water over, under and across Parcel B for the use and benefit of Parcel A. The easement shall have a width of 10 feet with its centerline being the centerline of the six-inch PVC water line described in paragraph 2 above and shall be situated in the general location shown for the six-inch PVC water line on Exhibit B.

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

7. This Covenant and Agreement and Declaration of Restrictions shall run with the land and each and all of its terms shall be binding upon the undersigned, their heirs, successors and assigns, and shall continue in effect until such time as it is released by the City Council of the City of Riverside, California.

IN WITNESS WHEREOF the undersigned have caused this Covenant and Agreement and Declaration of Restrictions to be executed the day and year first written above.

Thomas L. Mazzetti
THOMAS L. MAZZETTI

Barbara S. Mazzetti
BARBARA S. MAZZETTI

APPROVED AS TO FORM:

Clarice Loney
Assistant City Attorney



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PARCEL A

Lot 1 in Block 46 of Arlington Heights, as shown by map on file in Book 11, Pages 20 and 21 of Maps, records of San Bernardino County, California;

EXCEPTING therefrom all that portion lying southeasterly and northeasterly of the following described line;

BEGINNING at the most southerly corner of said Lot 1;

THENCE North 20° 41' 30" West, along the southwesterly line of said Lot 1, a distance of 133.44 feet;

THENCE North 55° 55' 10" East, 425.89 feet;

THENCE North 34° 00' West, parallel with the northeasterly line of said Lot 1, a distance of 541.75 feet, more or less, to the northwest line of said Lot 1 and to the end of this line description.

PARCEL B

Lots 1 and 2 in Block 46 of Arlington Heights, as shown by map on file in Book 11, Pages 20 and 21 of Maps, records of San Bernardino County, California, and that portion of Lot 3 in said Block 46 lying adjacent to the southeast boundary of said Lot 1, described as follows:

BEGINNING at the southerly corner of Lot 1 in said Block 46;

THENCE South 20° 41' 30" East, (recorded South 25° 42' East), along the easterly line of St. Lawrence Street, 8.23 feet, (recorded 8.27 feet);

THENCE North 56° 00' 00" East, parallel with the southeast boundary of said Lot 1, a distance of 598.37 feet;

THENCE North 34° 00' 00" West, on the northeast boundary of said Lot 3, a distance of 8.00 feet, to the southeast boundary of said Lot 1;

THENCE along the southeast boundary of said Lot 1, South 56° 00' 00" West, 596.49 feet to the POINT OF BEGINNING;

EXCEPTING therefrom that portion described as follows:

BEGINNING at the most southerly corner of said Lot 1,

THENCE North 20° 41' 30" West, along the southwesterly line of said Lot 1, a distance of 133.44 feet;

THENCE North 55° 55' 10" East, 475.89 feet;

THENCE South 34° 00' 00" East, parallel with the northeasterly line of said Lot 1, a distance of 138.50 feet,

THENCE South 56° 00' 00" West, along a line that is parallel with and distant 8.00 feet southeasterly, as measured at right angle, to the southeasterly line of said Lot 1, a distance of 508.54 feet to a point on the southwesterly line of said Lot 3;

EXHIBIT A

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THENCE North 20° 41' 30" West, (recorded North 34° 00' West), along the southwesterly line of said Lot 3, a distance of 8.23 feet to said POINT OF BEGINNING;

ALSO excepting therefrom that portion lying southwesterly of the following described line:

BEGINNING at the most southerly corner of said Lot 1,

THENCE North 20° 41' 30" West, along the southwesterly line of said Lot 1, a distance of 133.44 feet;

THENCE North 55° 55' 10" East, 425.89 feet;

THENCE North 34° 00' 00" West, parallel with the northeasterly line of said Lot 1, a distance of 541.75 feet, more or less, to the northwest line of said Lot 1 and the end of said line described.

DESCRIPTION APPROVAL: 8, 5, 86
George P. Hutchinson
SURVEYOR, CITY OF RIVERSIDE

EXHIBIT A

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LOT LINE ADJUSTMENT

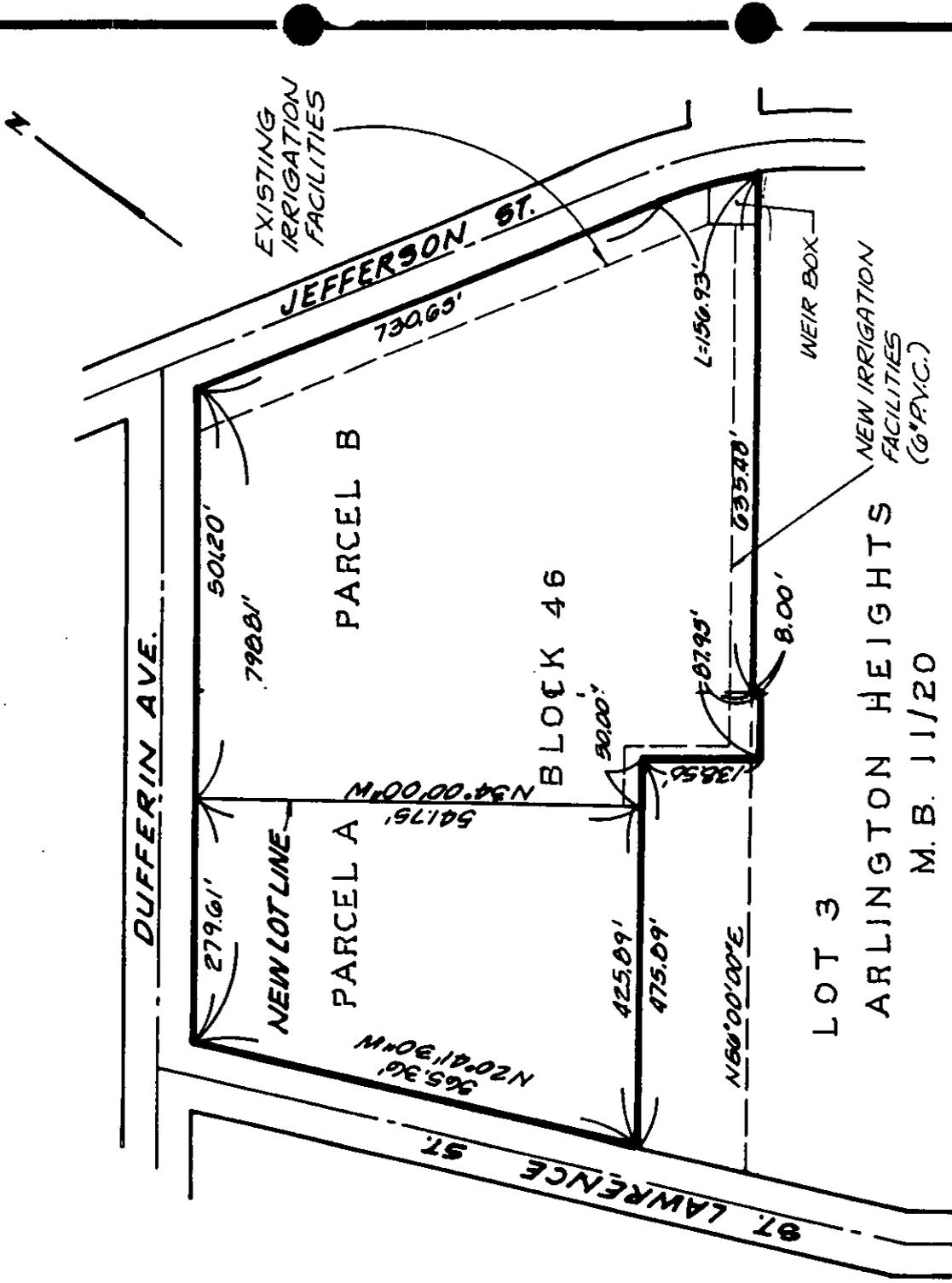


EXHIBIT B

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PSOMAS HARRISON & ASSOCIATES
 LAND PLANNER
 CIVIL ENGINEER
 LAND SURVEYOR

3001 LINE STREET
 INVERMERE, CALIFORNIA
 (714) 707-4671