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WHEN RECORDED MAIL TO:

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

Doc # 1999-552749

12/22/1999 08:00A Fee:15.00

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Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



Project: Parcel Map No. 28928

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**COVENANT AND AGREEMENT
AND DECLARATION OF RESTRICTIONS
(Irrigation Facilities)**

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THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 13th day of December, 1999 by Adkison Engineers, Inc., a California Corporation: the owners of real property (the Property) located in the City of Riverside, County of Riverside, State of California and legally described as follows:

Parcels 1 through 4 of Parcel Map 28928, as shown by map on file in Book 195 of Parcel Maps, Pages 70 through 71 thereof, Records of Riverside County, California.

WHEREAS, the undersigned desire to divide the Property into four (4) parcels pursuant to Tentative Parcel Map No. 28928; and

WHEREAS, the City has required, as a condition of approval of Tentative Parcel Map No. 28928, that adequate guarantees be provided to assure that reasonable irrigation facilities can be provided to permit agriculture on each parcel.

WHEREAS, an easement in favor of Riverside Trust Company, in instrument recorded August 23, 1897 in Book 30, Page 210 of official records of Riverside County, California gives rights to the "Gage Canal Company" to place water conveyance facilities over, across and under this parcel map as described in the said document for purposes of delivering irrigation water to the region and to this parcel.

WHEREAS, the undersigned desire to protect, preserve and maintain the existing irrigation which is contingent upon having water delivered by the Gage Canal Company.

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, within the northeasterly 20 feet parallel and adjacent to Monroe Street, of the subject parcel map shall be protected, preserved and maintained in a good and usable condition at all times. (Exhibit "A")
2. That Ingress and Egress rights be provided to anyone or any entity receiving irrigation water from or through those facilities for the purposes of maintaining those facilities.

RECEIVED APPROVAL 12/13/99
 Walter R. Joyce
 SURVEYOR, CITY OF RIVERSIDE

First American Title Company has recorded this instrument by request as an accommodation only and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described herein.

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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 agriculture crops on the Property.
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 effective operation of irrigation facilities in the industry.
5. In the event the undersigned shall sell, convey, lease or in any way transfer any interest in the Property, the undersigned shall grant or reserve, as appropriate, private, nonexclusive easements for irrigation facilities and irrigation water over and across the Property to serve all parcels as described herein.
6. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City of Riverside, its successors and assigns. Should the City bring an action to enforce any of the terms of this Covenant and Agreement and Declaration of Restrictions, the undersigned their heirs, successors and assigns shall pay to the City its costs and reasonable attorneys fees.
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 released by the Planning Department of the City of Riverside, California, in writing and duly recorded.

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.

APPROVED AS TO CONTENT:

John A. Swiecki
 Planning Department
 John A. Swiecki, Senior Planner

BY: Adkison Engineers, Inc.

By: Ed Adkison
 Ed Adkison, its President

APPROVED AS TO FORM:

Kathleen M. Bronze
 Assistant City Attorney

By: Jerry Snell
 Jerry Snell, its Vice-President

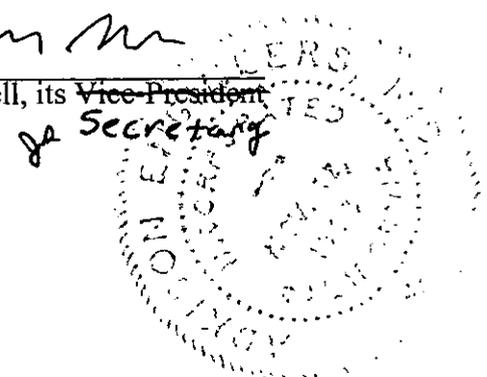
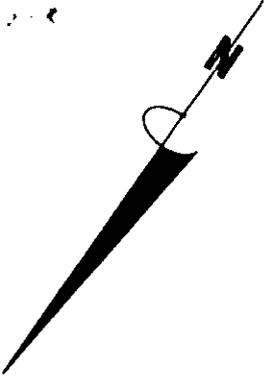
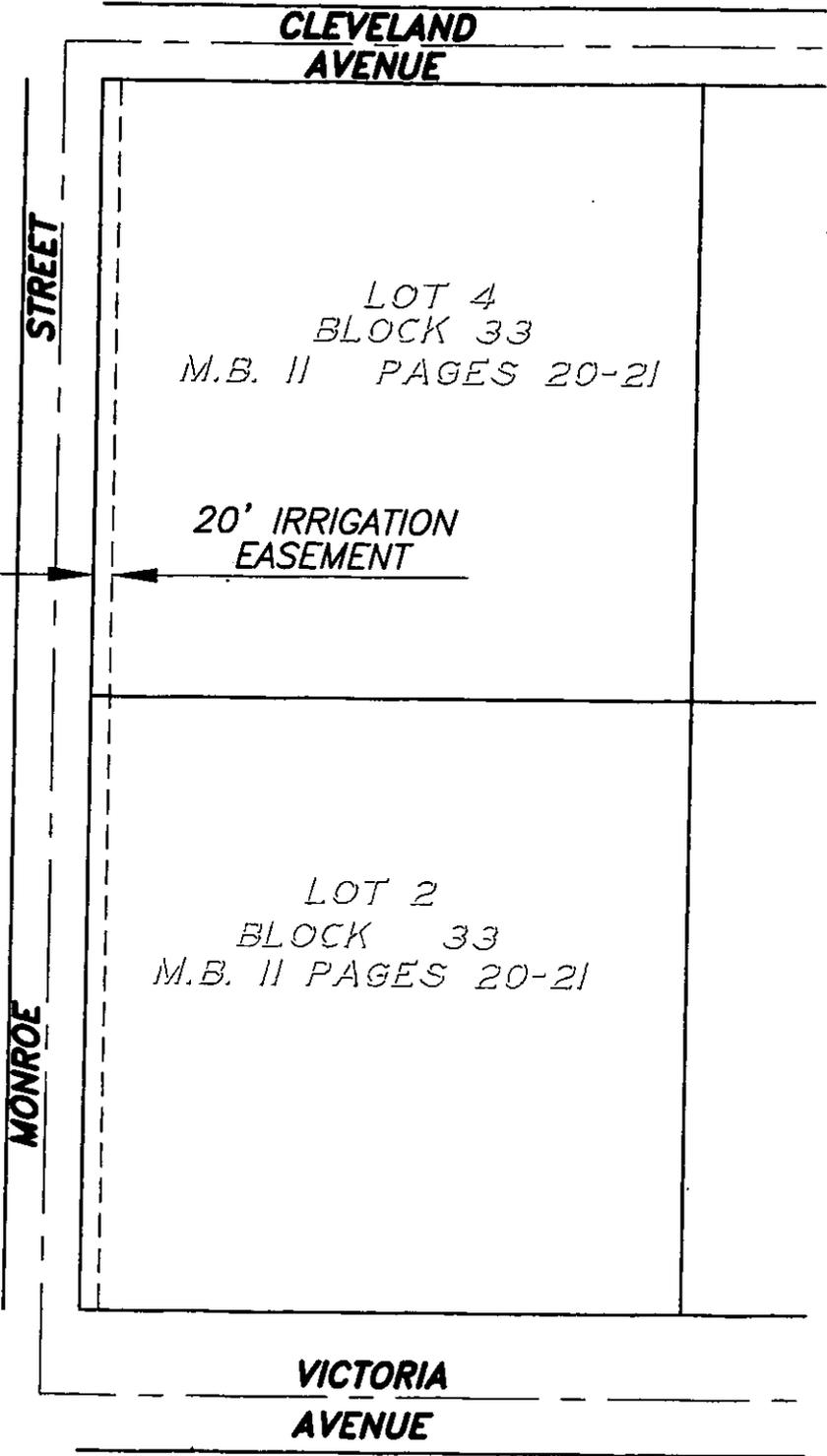


Exhibit "A"



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 <small>CIVIL ENGINEERING • SURVEYING • PLANNING 8820 APPORT DRIVE, RIVERSIDE, CA 92504 TEL: (909) 888-0241 • FAX: (909) 888-0599</small>	SCALE: 1"=200'	JOB NO. 5433	DATE: 12/99	CLIENT: Adkison
	APPROVED BY: EDY P. ADKISON LS. 5390		PARCEL MAP 28928 IRRIGATION EASEMENT	

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