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Project:

APN: 239-200-001

Water Service Connection

Agricultural Uses Only



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COVENANT AND AGREEMENT FOR TEMPORARY WATER SERVICE CONNECTION FOR AGRICULTURAL USES

THIS COVENANT AND AGREEMENT (the "Agreement") is made and entered into this 27th day of February, 2003, by RICHARD D. MOSLENKO and KIRSTEN MOSLENKO, AS TRUSTEES OF THE MOSLENKO TRUST U/D/T DATED JUNE 11, 2002 (the "Declarants") with reference to the following facts:

- A. Declarants are the fee owners of the following described real property (the "Property") consisting of 5.00 acres of undeveloped land, situated in the City of Riverside, County of Riverside, State of California and described in "Exhibit "A".
- B. The Property is located at 9710 Dufferin Avenue, within the water service area of the Public Utilities Department of the City of Riverside (the "Department"). The Property is identified as Riverside County Assessor Parcel Number 239-200-001.
- C. Declarants desire to use the Property for agricultural purposes only and have filed an application with Department for connection of water service.
- D. Water Rule 11 of the Water Rules of the City of Riverside provides in Paragraph H, that temporary service connections, as approved by the Public Utilities Director for the City of Riverside ("Director"), may be available for parcels of land to be used exclusively for agricultural purposes. Paragraph H of Rule 11 further provides that upon approval by the Director, the Distribution System Fee may be deferred until such time as the parcels are developed with permanent structures or facilities are built, and that the Backup Facility Capacity Charge and Elevation Fee may be deferred for a maximum period of two (2) years, upon the execution of a recordable Agreement approved by the Legal Department. Rule 11 provides that after the two-year period, the deferred Backup Facility Capacity Charge and

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Elevation Fee shall be paid, or paid thereafter in four (4) equal annual installments. These Rule 11 requirements are in part, for the purpose of putting future owners or encumbrances on notice of the deferred Fees and Charges.

E. Department is willing to accept Declarants' application for a temporary water service connection for agricultural uses, to provide water to the Property and to defer the payment of the Distribution System Fee, the Backup Facility Capacity Charge and Elevation Fee subject to certain conditions including the execution and recordation of this Agreement, meeting the requirements of Paragraph H of Water Rule 11.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the provision of the temporary water service connection for agricultural uses for the Property and the deferment of the Distribution System Fee, the Backup Facility Capacity Charge and the Elevation Fee (collectively "Fees and Charges"), Declarants hereby covenant and agree with the Department as follows:

1. Declarants shall pay to Department the temporary water service connection charge and such other fees and charges for the required service and meter in accordance with the Water Rules and Rate Schedules of the City of Riverside now in force except as hereafter specifically deferred, for the Property upon the following:

- (a) Department's acceptance of Declarants' application for the temporary water service connection for agricultural uses on the Property; and
- (b) Department's deferral of Declarants' payment of the Fees and Charges as provided herein.

2. For the water used on the Property for agricultural purposes, Declarants shall pay to Department the charges for such water at rates as then set forth in the City of Riverside's Water Rate Schedule WA-3 - Irrigation Metered Service, or the rates applicable from time to time.

3. Declarants shall pay to Department the Backup Facility Capacity Charge and the Elevation Fee ("Charges") which are usually imposed upon application for water service, no later than two (2) years from the date the temporary water service connection to the Property is completed and these Charges shall be based on the rates in effect when the water meter was installed; provided, however, that such amount may be paid to Department by Declarants in four (4) equal annual installments. Department shall give written notice to Declarants of the total amount due and owing for the Charges, and Declarants shall pay the total of such amount or one-fourth of such amount no later than thirty (30) days after issuance of such notice to Declarants by Department. If Declarants determine to pay the amount in no more than four (4) equal annual installments, such remaining amounts shall be promptly paid by Declarants to Department by no later than the anniversary date of the original notice from Department to Declarants as to the amount to be paid.



4. Declarants shall pay to Department, the Distribution System Fee, which is usually imposed upon application for water service, prior to development of the property with permanent structures or facilities, or issuance on any additional building permit relative to the Property. If the Distribution System Fee is not paid to Department, Declarants acknowledge and agree that the water service to the property may be terminated in accordance with Department's procedures for termination then in effect, until the Distribution System Fee is paid, and the City of Riverside may withhold its consent to issuance of a building permit with respect to the Property or any portion thereof.

5. Notwithstanding the foregoing, Declarants shall pay to the Department the entire amount owing on the Fees and Charges in such amounts as then in effect, for the entire Property prior to the legal subdivision of the Property. If the Fees and Charges are not paid to Department, Declarants acknowledge and agree that the water service to the Property may be terminated in accordance with Department's procedures for termination then in effect, until the Fees and Charges are paid, and the City of Riverside may withhold its consent to any subdivision map recordation with respect to the Property or any portion thereof.

6. Declarants' obligation to pay all Fees and Charges is joint and several.

7. The Terms of this Agreement may be enforced by the City of Riverside, its successors and assigns. Should the City of Riverside bring an action to collect any of the Fees and Charges under this Agreement, the City of Riverside shall be entitled to court costs, including reasonable attorneys' fees.

8. This Agreement shall run with the land and each and all of its terms shall be binding upon Declarants and future owners or encumbrancers of the Property and their successors, heirs and assigns. This Agreement shall continue in effect until payment of the Distribution System Fee, the Backup Facility Capacity Charge and the Elevation Fee. When the Department has received payment in full of the required Distribution System Fee, the Backup Facility Capacity Charge and the Elevation Fee for the Property, the Director or successor to the duties of such officer, at the request of Declarants, shall execute in recordable form a release terminating this Agreement.

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

**RICHARD MOSLENKO AND KIRSTEN MOSLENKO AS TRUSTEES OF THE
MOSLENKO TRUST U/D/T DATED JUNE 11, 2002**

BY: *Richard D. Moslenko, Trustee*
RICHARD D. MOSLENKO, TRUSTEE

BY: *Kirsten Moslenko, Trustee*
KIRSTEN MOSLENKO, TRUSTEE



APPROVED AS TO CONTENT:

[Signature]
Public Utilities Director

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney
Deputy

State of California)
County of Riverside)ss

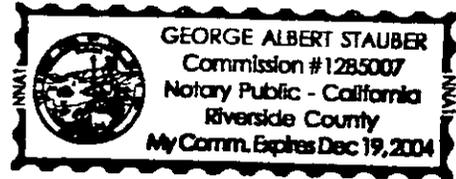
Attest: [Signature]
City Clerk

On 2/1/03 before me, the undersigned, a notary public in and for said State, personally appeared Richard D MosLenko

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.

[Signature]
(Signature)



State of California)
County of Riverside)ss

On 2/1/03 before me, the undersigned, a notary public in and for said State, personally appeared Kirsten MosLenko

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.

[Signature]
(Signature)

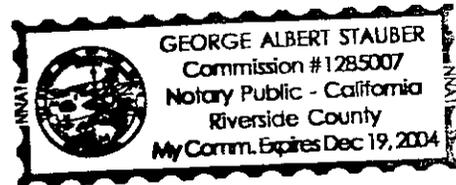


EXHIBIT "A"

LEGAL DESCRIPTION

That certain real property situated in the City of Riverside, County of Riverside, State of California described as follows:

Lot 2 of Block 16 Arlington Heights Tract, as per map on file in Book 11 Page 20-21, Records of San Bernardino Maps, excepting therefrom the westerly rectangular-5 acres thereof.

Covenant and Agreement for Temporary Water Service Connection for Agricultural uses "Richard D. Moslenko & Kirsten Moslenko"
Location: 9710 Dufferin Avenue - APN: 239-200-001



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5 of 5