

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

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

Project: 8088 Gopher Gulch
Riverside, California

DOC # 2004-0178926

03/15/2004 08:00A Fee:NC

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Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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COVENANT AND AGREEMENT
FOR TEMPORARY/REMOTE WATER SERVICE CONNECTION



THIS COVENANT AND AGREEMENT FOR TEMPORARY/REMOTE WATER SERVICE CONNECTION ("Covenant") is made and entered into this *8th* day of *October*, 2003, by Nancy Kenny ("Owner") with reference to the following facts:

A. Nancy Kenny is the fee owner of property located at 8088 Gopher Gulch, Riverside, California ("Property"), described as follows:

Parcel 1:

The Southwest quarter of the Southwest quarter of the Southeast quarter of the Southeast quarter of Section 14, Township 3 South, Range 5 West, San Bernardino Base and Meridian;

Excepting therefrom the Northerly 156.75 feet;

Also Excepting therefrom the South one half of the South one half of the South one half of the Southwest quarter of the Southwest quarter of the Southeast quarter of the Southeast quarter of Section 14;

Parcel 2:

The South half of the South half of the Southeast quarter of the Southwest quarter of the Southwest quarter of the Southeast quarter of the Southeast quarter of Section 14, Township 3 South, Range 5 West, San Bernardino Base and Meridian.

DESCRIPTION APPROVAL
10.4.03
[Signature]
SURVEYOR, CITY OF RIVERSIDE

Parcel 3:

The South half of the South half of the Southwest quarter of the Southwest quarter of the Southwest quarter of the Southeast quarter of the Southeast quarter of Section 14, Township 3 South, Range 5 West, San Bernardino Base and Meridian.

B. Owner wishes to construct a house on such Property, which is currently undeveloped.

C. The City of Riverside ("City") does not have an existing water main fronting the Property, nor is there any water to, or on, the Property suitable for domestic use by the residents of the Property.

D. The Rules and Rates of the City of Riverside's Public Utilities Department ("Water Utility Rules and Rates"), as amended from time to time, provide that Temporary/Remote Water service may be provided to properties whenever it is impractical to extend water mains to such properties, subject to certain conditions, including payment of all applicable fees and charges and recordation of a Covenant and Agreement for Temporary/Remote Water Service Connection.

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

1. Temporary/Remote Water Service. Owner agrees to receive Temporary/Remote Water service from Riverside at the Property from City's existing remote water main at Highridge Street ("Temporary/Remote Water Meter location") all in accordance with City's water Utility Rules and Rates in effect from time to time.

2. Permanent Water Service. Owner agrees that when a water main is constructed within the public right-of-way fronting the Property, such temporary service shall be disconnected by City and replaced with a permanent water service, and Owner agrees to pay all applicable relocation costs for such permanent water service connection, and Owner agrees to reconnect the private on-site water facilities to the relocated permanent water meter.

3. Water Service Easements. Owner agrees to obtain and maintain at Owner's sole cost and expense all public and private water service easements and/or encroachment permits deemed necessary by Department to facilitate the temporary/remote water service between Property and the Temporary/Remote Water Meter location.

4. 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:

4.1 As of the date of this Covenant Nancy Kenny is the sole owner 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.

4.2 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.

5. 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.

6. 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 Director 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 successor's, heirs and assigns.

7. 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.

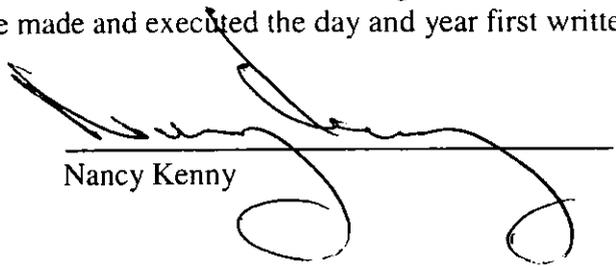
8. Enforcement by City. In the event Owner fails to fully perform any of Owner's obligations under this Covenant, Owner agrees that City may at its sole option elect to perform Owner's obligations and Owner shall immediately pay City for all of City's costs and expenses of performing such obligations.

9. 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, including in house City Attorney's fees, costs and expenses. City shall also be entitled to attorney's fees, costs and expenses incurred in preparation and service of notices of default under this Covenant in City's attempts to collect any sum owing City under this Covenant, whether or not a legal action is subsequently commenced.

10. Notice. All notices, requests or any other communication to Owner regarding or enforcing this Covenant shall be deemed given on the third day after it is deposited in the United States mail, postage prepaid and addressed to Owner at the Property address set forth in Recital A above.

SIGNATURES ON NEXT PAGE

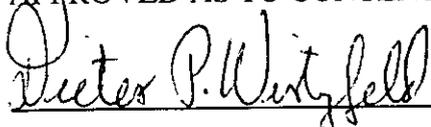
IN WITNESS WHEREOF, Owner has caused this Covenant and Agreement for Temporary/Remote Water Service Connection to be made and executed the day and year first written above.



Nancy Kenny

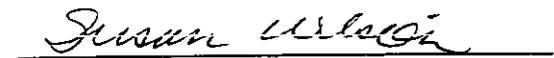


APPROVED AS TO CONTENT:



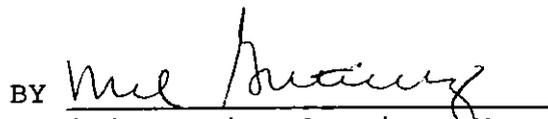
Dieter P. Witzfeld ASST. DIRECTOR
Public Utilities Department

APPROVED AS TO FORM:



~~Sup.~~ Deputy City Attorney

CITY OF RIVERSIDE

BY 

Administrative Services Manager