



WHEN RECORDED MAIL TO:

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

Project: APN: 242-070-038
Water Service Connection
Agricultural Uses Only

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FOR RECORDER'S USE ONLY



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

THIS COVENANT AND AGREEMENT (the "Agreement") is made and entered into this 12th day of May, 2004, by Sumio Yasutake and Yoshie Yasutake (the "Declarants") with reference to the following facts:

A. Declarants are the fee owners of the following described real property (the "Property") consisting of 10.85 acres of undeveloped land, situated in the City of Riverside, County of Riverside, State of California and described as follows

Lot 1 of Rancho Hermosa as shown per Map on file in Book 10, Page 26 of Maps, Records of Riverside County, California.

Together with the following described parcel of land;

Beginning at an angle point in the Southerly line of Said Lot 1, said point lying a distance South 45° 05' 53" East, 80.49 feet from the most westerly corner thereof; Thence North 54° 47' East, along said southerly line 135.99 feet to an angle point in said line; Thence South 67° 32' 05" East, along said southerly line 139.98 feet to an angle point in said line; Thence South 84° 05' 06" West, 241.76 feet to the point of beginning.

B. The Property is located at 1900 Bradley Street, 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 242-070-038.

C. Declarants desire to use the Property for agricultural purposes only and have filed an application with Department for connection of water service for such purpose only.

D. Water Rule 11.H of the Water Rules of the City of Riverside provides that temporary water service connections, as approved by the City of Riverside Public Utilities Director ("Director"), may be available for land to be used exclusively for agricultural purposes. This rule 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, 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 City Attorney. After the expiration of the two-year period, the deferred Backup Facility Capacity Charge and Elevation Fee shall be paid immediately or in four (4) equal annual installments.

E. Water Rule 10. B provides for a One Thousand dollar (\$1,000.00) fee to cover the administrative cost in conjunction with the preparation and approval of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, Declarants hereby covenant and agree with the Department as follows:

1. 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-6 – General Metered Service, or the rates applicable from time to time.

2. Declarants shall pay to Department the Backup Facility Capacity Charge and the Elevation Fee ("Charges") no later than two (2) years from the date the temporary water service connection to the Property is installed. The Charges shall be calculated based on the rates in effect when the water meter was installed. The Charges may be paid immediately or in four (4) equal annual installments, within thirty (30) days after issuance of a written notice to Declarants of the total amount due by Department. The specific amounts deferred are a Backup Facility Capacity Charge of Nine Thousand Five Hundred Sixty dollars (\$9,560.00) and an Elevation Fee of Ten Thousand Six Hundred Forty dollars (\$10,640.00).

3. Declarants shall pay to Department the Distribution System Fee, calculated based upon rates as then in effect, prior to development of the property with permanent structures or facilities, or issuance on any additional building permit relative to the Property. If Declarants fail to make such payment, Declarants acknowledge and agree that the water service to the property may be immediately terminated, and the City of Riverside may withhold its consent to issuance of a building permit with respect to the Property or any portion thereof. The Distribution System Fee is based upon 1,134 lineal feet of frontage, except as otherwise provided for in the Water Rules.

4. Notwithstanding the foregoing, Declarants shall pay to the Department the entire amount owing on all fees and charges referenced herein in such amounts as then in effect, for the entire Property prior to the legal subdivision of the Property. If such fees and charges are not paid to

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Department, Declarants acknowledge and agree that the water service to the Property may be immediately terminated, and the City of Riverside may withhold its consent to any subdivision map recordation with respect to the Property or any portion thereof.

5. All notices permitted or required under this Agreement shall be given to the respective parties at the following addresses or at such other addresses as the respective parties may provide in writing for this purpose:

City: Riverside Public Utilities
3900 Main Street
Riverside California, 92522
Attention: Accounts Payable

Declarants: Sumio and Yoshie Yasutake
c/o SY Nursery, Inc.
19900 South Pioneer Boulevard
Cerritos, CA 90703

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

7. The Terms of this Agreement may be enforced by the City of Riverside, its successors and assigns.

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, at the request of Declarants, shall execute in recordable form a release terminating this Agreement.

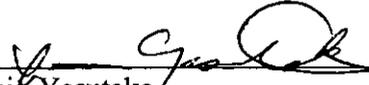
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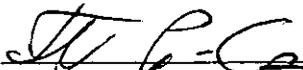
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IN WITNESS WHEREOF, Declarants have caused this Agreement to be executed the day and year first above written.


Sumie Yasutake


Yoshie Yasutake

APPROVED AS TO CONTENT:


Public Utilities Director *25/11*

APPROVED AS TO FORM:


Assistant City Attorney
Deputy

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State of California)
)ss
County of Los Angeles

On April 30, 2004 before me, the undersigned, a notary public in and for said State, personally appeared

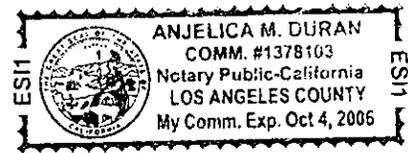
Sumio Yasutake and Yoshie Yasutake _____

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.

Anjelica M. Duran

(Signature)



State of California)
)ss
County of _____)

On _____ before me, 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.

(Signature)

