

166825

DESCRIPTION APPROVAL
by *George D. Hutchins*
Recorder

WHEN RECORDED TO
CITY CLERK
CITY HALL
3900 Main Street
Riverside, CA. 92522

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RECEIVED FOR RECORD
AT 9:00 O'CLOCK A.M.
At Request of
FIRST AMERICAN TITLE COMPANY
OF RIVERSIDE
Book 1984, Page 166825

AUG - 1 1984

Recorded in Official Records
of Riverside County, California

William E. Stonely
Recorder
Fees \$

COVENANT AND AGREEMENT

PARCEL MAP NO. 19741

THIS COVENANT AND AGREEMENT is made and entered into this 20th day of June, 1984, by JAMES T. PLUMMER, an unmarried man, the fee owner of the real property situated in the City of Riverside, County of Riverside, State of California, described as follows:

Lot 1 in Block 45 of ARLINGTON HEIGHTS, as shown by map on file in Book 11 of Maps, pages 20 and 21 thereof, Records of San Bernardino County, California.

WITNESSETH:

WHEREAS the undersigned wishes to divide the above-described unimproved real property situated at the southeasterly corner of the intersection of Adams Street and Dufferin Avenue, Riverside, California, into two (2) parcels; and

WHEREAS natural gas service is not available to the site at this time; and

WHEREAS it would be appropriate to delay the installation of the natural gas until such time as the natural gas main lines are extended to the vicinity of the above-described property;

NOW, THEREFORE, for the purpose of complying with one of the conditions imposed by the City of Riverside, California, for the approval of Parcel Map

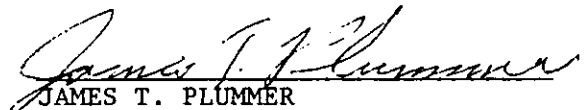
1 No. 19741, the undersigned hereby covenants and agrees with the City of
2 Riverside to provide and install natural gas service for the above-described
3 property if during the time he owns such property the gas main is extended to
4 the vicinity of the above-described property.

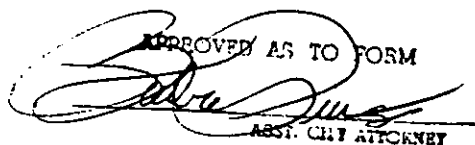
5 The undersigned further covenants and agrees that if at the time he sells
6 or conveys any of the lots created by Parcel Map No. 19741 prior to the time
7 such gas service is installed, the undersigned shall give notice to the
8 prospective buyer of such parcel that the property is not served by natural
9 gas and that the then owner or owners of such lot shall be responsible for the
10 cost of the installation of the gas service for such property if such instal-
11 lation is desired at the time the gas main is extended to the vicinity of the
12 above-described property.

13 The City of Riverside may enforce this Covenant and Agreement in the
14 event the necessary improvements are not installed. Should the City of
15 Riverside bring suit in court to enforce the terms of this Covenant and
16 Agreement, the undersigned hereby agrees to pay to the City said City's
17 court costs including reasonable attorneys' fees.

18 This Covenant and Agreement shall run with the land and shall be binding
19 upon the undersigned and his heirs, successors and assigns until released by
20 the City Council of the City of Riverside.

21 IN WITNESS WHEREOF the undersigned has caused this Covenant and Agreement
22 to be executed the day and year first above written.

23
24 
25 JAMES T. PLUMMER

26
27 
28 APPROVED AS TO FORM
ASST. CITY ATTORNEY