

Recording Requested By: *First American Title Co.*

*FA*  
*7*

When Recorded Mail To:

City Clerk  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522

Project: Parcel Map 21179

115357

RECEIVED FOR RECORD  
30 Min. Post to clock

MAY 19 1986

Recorded in Official Records  
of Riverside County, California

*William S. Gentry*  
RECORDER

COVENANT AND AGREEMENT AND  
GRANT OF EASEMENT

(Water Service for Fire Protection)

THIS COVENANT AND AGREEMENT AND GRANT OF EASEMENT is made and entered into this 13th day of May, 1986, by and between LONNIE JENKINS PROPERTIES, INC. PARTNERSHIP NO. 3, a California limited partnership, hereinafter referred to as "First Party", and BIRTCHEr-NAGY PROPERTIES-III, a California general partnership, hereinafter referred to as "Second Party", with reference to the following facts:

A. First Party is the owner of the real property located in the City of Riverside, County of Riverside, State of California, described as follows:

Parcels 1 through 9 of Parcel Map 21179, as shown by Parcel Map on file in Book *136* of Parcel Maps, at Pages *9* through *10* thereof, records of Riverside County, California.

B. Second Party is the owner of the real property located in the City of Riverside, County of Riverside, State of California, described as follows:

Lots 1 and 3 through 18, inclusive, of Tract No. 17609, as recorded in Book 122 of Maps, at Pages 36 through 37 thereof, records of Riverside County, California.

CIA 1197

C. The property of the First Party as above described was previously part of Tract No. 17609, being Lots 2 and 19 through 24, inclusive of Tract No. 17609, as recorded in Book 122 of Maps, at Pages 36 through 37 thereof, records of Riverside County, California.

D. At the time the map for Tract No. 17609 was recorded, the owner of the property consisting of Lots 1 through 24, inclusive, of said Tract No. 17609 caused the private water service for fire protection and the private fire hydrant for the entire tract to be located on a portion of the Common Lot 2 of said Tract No. 17609.

E. Lots 1 and 3 through 18, inclusive of Tract No. 17609, are now under different ownership from the property formerly known as Lots 2 and 19 through 24, inclusive of Tract No. 17609, and the First Party is now attempting to further develop the property formerly known as Lots 2 and 19 through 24, inclusive of Tract No. 17609 by recording Parcel Map 21179.

F. The City of Riverside as a condition of approval for Parcel Map 21179 for clarification purposes has requested that the Second Party be designated the party responsible for the maintenance of the private water line for fire protection service and the payment of the monthly charges to the City of Riverside for the fire service connection and that

both parties agree that the fire hydrant shall serve both the properties of the First Party and the Second Party, which fire hydrant is the only appurtenance approved by the City of Riverside on said private water line to serve the property of the First Party.

NOW, THEREFORE, in order to meet a condition of approval imposed by the City of Riverside for the recordation of Parcel Map 21179 and in consideration of the First Party granting an easement to the Second Party for the water service line for fire protection, the First Party and the Second Party mutually agree as follows:

1. First Party hereby grants to Second Party and its heirs, successors and assigns, an 8-foot wide easement for the existing water line and fire hydrant for fire protection service along and across that portion of the property of First Party described in Exhibit A, attached hereto and incorporated herein by this reference, which easement shall be for the use and benefit of and as an easement appurtenant to the real property of Second Party described as follows:

Lots 1 and 3 through 18, inclusive, of Tract No. 17609, as recorded in Book 122 of Maps, at Pages 36 through 37 thereof, records of Riverside County, California.

2. In consideration for the granting of the private easement for fire protection service as above-described, Second Party hereby agrees that it will be responsible to the City of Riverside for the payment of the monthly or other charges for the fire service connection. Notwithstanding anything to the

contrary herein, First Party and Second Party or their heirs, successors and assigns may mutually agree in writing to share the costs of such water service without amendment to this Covenant and Agreement; provided, however, the City of Riverside need only look to the Second Party or its successor owner to Common Lot 1 of Tract No. 17609 for such payment.

3. In consideration for the granting of the private easement for fire protection service as above-described, Second Party hereby agrees that it will maintain and keep in good order and repair the water line for fire protection service and hydrant. From time to time, First Party and Second Party or their heirs, successors and assigns may mutually agree in writing to share the costs for such maintenance and repair without amendment to this Covenant and Agreement; provided, however, Second Party or its successor owner to Common Lot 1 of Tract No. 17609 shall be solely responsible for the maintenance and timely repair of such line.

4. First Party and Second Party hereby agree that the existing fire hydrant located at the southerly end of the easement for water line for fire protection service shall be for the use and benefit of the properties of First Party as described in Recital A above and the properties of Second Party as described in Recital B above. First Party and Second Party hereby covenant and agree that no wall or other obstruction will be constructed, erected or maintained around or in the vicinity of said fire hydrant so as to prevent the use of the fire hydrant by the Fire Department of the City of Riverside in

any fire suppression activities on said above-described properties.

5. First Party hereby acknowledges and agrees that it cannot use the existing water line for fire protection service in the easement described in Paragraph 1 above without first obtaining the written approval of the Fire Department and the Public Utilities Board of the City of Riverside.

6. This Covenant and Agreement and the easement herein granted are irrevocable and shall run with the land and may be modified or cancelled only by the written consent of all record owners of the parcels described in Recital A and the lots described in Recital B and the City of Riverside.

7. In the event of breach or threatened breach of this Covenant and Agreement and Grant of Easement, any owner of any of the property described in Recitals A and B or the City of Riverside shall be entitled to institute proceedings for full and adequate relief from the consequences of such breach. The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorney's fees which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

IN WITNESS WHEREOF the First Party and the Second Party

have caused this Covenant and Agreement and Grant of Easement to be duly executed the day and year first above written.

FIRST PARTY:

LONNIE JENKINS PROPERTIES, INC.  
PARTNERSHIP NO. 3, a California  
Limited Partnership

By: LONNIE JENKINS PROPERTIES,  
INC., a California Corporation

By *Lonnie Jenkins*  
Lonnie Jenkins, President

SECOND PARTY:

BIRTCHEr-NAGY PROPERTIES-III,  
STATE OF CALIFORNIA) Partnership  
) ss.  
COUNTY OF RIVERSIDE)

On May 13, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared Lonnie Jenkins, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the President of the corporation that executed the within instrument on behalf of Lonnie Jenkins Properties, Inc., Partnership No. 3., a California Limited Partnership, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

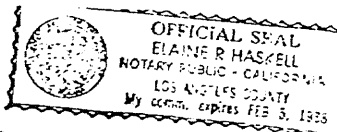
WITNESS my hand and official seal.



*Margaret I. Allen*  
Notary Public in and for said State

\_\_\_\_\_ of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.  
WITNESS my hand and official seal.

Signature *Elaine R. Haskell*



\_\_\_\_\_  
Y OF RIVERSIDE

AS TO FORM

NOTARY PUBLIC

(This area for official notarial seal)

have caused this Covenant and Agreement and Grant of Easement to be duly executed the day and year first above written.

FIRST PARTY:

LONNIE JENKINS PROPERTIES, INC.  
PARTNERSHIP NO. 3, a California  
Limited Partnership

By: LONNIE JENKINS PROPERTIES,  
INC., a California Corporation

By [Signature]  
Lonnie Jenkins, President

SECOND PARTY:

BIRTCHE-NAGY PROPERTIES-III,  
a California General Partnership

By [Signature]  
a general partner

By [Signature]  
a general partner

CAT. NO. NN00630  
TO 21946 CA (1-83)

(Partnership)

 TICOR TITLE INSURANCE

STATE OF CALIFORNIA  
COUNTY OF ORANGE } ss.

On MAY 13 1986 before me, the undersigned, a Notary Public in and for  
said State, personally appeared ALBERT S. NAGY + ARTHUR  
B. BIRTCHE

two, personally known to me or  
proved to me on the basis of satisfactory evidence to be  
the person two who executed the within instrument as  
two of the partners of the partnership  
that executed the within instrument, and acknowledged  
to me that such partnership executed the same.  
WITNESS my hand and official seal.

Signature [Signature]



ROYALTY: 5,13,86  
[Signature]  
Y OF LIVE SIDE

AS TO FORM

[Signature]  
NOTARY ATTEST

(This area for official notarial seal)

C/A 114'

have caused this Covenant and Agreement and Grant of Easement  
to be duly executed the day and year first above written.

FIRST PARTY:

LONNIE JENKINS PROPERTIES, INC.  
PARTNERSHIP NO. 3, a California  
Limited Partnership

By: LONNIE JENKINS PROPERTIES,  
INC., a California Corporation  
By *Lonnie Jenkins*  
Lonnie Jenkins, President

SECOND PARTY:

BIRTCHE-NAGY PROPERTIES-III,  
a California General Partnership

By *[Signature]*  
a general partner

By *[Signature]*  
a general partner

BP/0123Z/jn

DESCRIPTION APPROVAL: 5, 13, 90  
*George P. Hutchinson*  
SURVEYOR, CITY OF LIVE SIDE

APPROVED AS TO FORM  
*[Signature]*  
NOTARY PUBLIC



The northeasterly 8' of the southwesterly 18' of the southeasterly 325' of Common Lot 2 of Tract No. 17609 as shown by map on file in Book 122, Pages 36 and 37 of Maps thereof, records of Riverside County, California.

DESCRIPTION APPROVAL: 5, 13, 82

George P. Hutchinson  
SURVEYOR, CITY OF RIVERSIDE

EXHIBIT A

-7-

C/A 114;