

178887

When Recorded Mail To:

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

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

MAY 13 1993

Recorded in Official Records
of Riverside County, California

W. J. [Signature]
Recorder
Fees \$ [Signature]

38
11

PROJECT: Private Fire Hydrant
Building Permit for 7239 Indiana Avenue
Riverside, California

Covenant and Agreement
and Grant of Non-Exclusive Easement
For Private Fire Hydrant

This Covenant and Agreement and Grant of Non-Exclusive Easement is made and entered into this 7th day of APRIL, 1993, by Iheanacho Emeruwa, M.D. and Magdalen U. Emeruwa, hereinafter collectively referred to as "FIRST PARTY" and Indiana Avenue Properties, A California General Partnership, hereinafter referred to as "SECOND PARTY", with reference to the following facts:

A. FIRST PARTY is the fee owner of the real property, hereinafter referred to as "Parcel A", known as 7280 Indiana Avenue, Riverside, California, and more particularly described in Exhibit A, attached hereto and incorporated herein by this reference.

B. SECOND PARTY is the fee owner of the real property, hereinafter referred to as " Parcel B," known as 7239 Indiana Ave. Riverside, California and more particularly described in Exhibit B, attached hereto and incorporated herein by this reference. Parcel B is located across Indiana Avenue from Parcel A, and SECOND PARTY seeks to develop said Parcel B. SECOND PARTY must furnish adequate fire protection service as a condition to the issuance of the building permit for Parcel B, which includes installing a

private fire hydrant served by an eight-inch fire service water line.

C. FIRST PARTY has an existing eight-inch fire service water line on Parcel A which water line is owned by SECOND PARTY. FIRST PARTY purchased Parcel A with easements previously established thereon for the benefit and use of SECOND PARTY to service other neighboring properties owned by SECOND PARTY.

D. FIRST PARTY is willing to allow SECOND PARTY to enter upon Parcel A to install said private fire hydrant and to grant to SECOND PARTY a non-exclusive easement with the right to use and maintain said private fire hydrant. Said non-exclusive easement is located within the existing easement, more particularly described in Exhibit C, attached hereto and incorporated herein by this reference.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, and the promises herein made, FIRST PARTY and SECOND PARTY mutually agree as follows:

1. FIRST PARTY hereby grants to SECOND PARTY, its successors and assigns, for the use and benefit of Parcel B, a non-exclusive easement to install, use and maintain a private fire hydrant along, across and under that portion of Parcel A as described in Exhibit C, and to connect to the eight inch water service line. FIRST PARTY agrees that no wall or barrier will be placed, erected or maintained in the easement area so as to preclude the use of the private fire hydrant by fire suppression personnel of the City of Riverside for the fighting and suppression of fires on Parcel B.

2. SECOND PARTY shall be responsible for payment to the City of Riverside of all charges, if any, for the eight-inch fire service connection on Parcel A, provided, however, SECOND PARTY may bill to FIRST PARTY and FIRST PARTY shall pay to SECOND PARTY the proportionate share of such charges as may be attributable to the service and use for the benefit of Parcel A.

3. FIRST PARTY and SECOND PARTY acknowledge and agree that the provision of fire suppression water to Parcel A and Parcel B is and shall be governed by the rules and regulations promulgated from time to time by the Public Utilities Board of the City of Riverside and approved by the City Council of said City, and both parties agree to be bound by and to comply with such rules and regulations as they may be promulgated and amended from time to time.

4. This Covenant and Agreement and Grant of Easement shall run with the land and shall be binding upon the parties hereto and their heirs, successors and assigns.

178887

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

FIRST PARTY

Iheanacho Emeruwa, M.D.
Iheanacho Emeruwa, M.D.

Magdalen U. Emeruwa
Magdalen U. Emeruwa

SECOND PARTY

INDIANA AVENUE PROPERTIES
a general partnership

BY: A. C. Nejedly
A. C. Nejedly, a
general partner

BY: Sam Harmatz
SAM HARMATZ, a gener-
al partner

BY: Christina Hodowski
CHRISTINA HODOWSKI as
duly appointed and
acting Executor of
the Estate of B. R.
Hodowski, deceased,
a general partner

Approved:

[Signature]
Riverside City Fire Dept.

Approved as to Form:

[Signature]
Assistant City Attorney

178887

EXHIBIT A

That portion of Lot 8 in Block 66 of Lands of W. T. Sayward and S. C. Evans, as shown by map on file in Book 3, page 2 of Maps, records of San Bernardino County, California, described as follows:

Beginning at the most westerly corner of said Lot 8, said corner being in the southeasterly line of Indiana Avenue as shown by said map;

Thence North 56 degrees 00' 00" East along said southeasterly line of Indiana Avenue, a distance of 237.00 feet to a point therein;

Thence at a right angle South 34 degrees 00' 00" East, a distance of 423.61 feet, more or less, to the northwesterly right-of-way line of The Atchison, Topeka and Santa Fe Railway;

Thence South 49 degrees 25' 30" West along said northwesterly right-of-way line, a distance of 238.57 feet to a point of intersection with the southwesterly line of said Lot 8;

Thence North 34 degrees 00' 00" West along the said southwesterly line of Lot 8, a distance of 450.93 feet to the point of beginning;

EXCEPTING THEREFROM the northwesterly 4.00 feet conveyed to the City of Riverside for street purposes by Deeds recorded November 15, 1963 as Instrument No. 121383 and February 24, 1984 as Instrument No. 38252, both of Official Records of Riverside County, California.

DESCRIPTION APPROVAL 2/23/93

Walter R. Inyc by ---
SURVEYOR, CITY OF RIVERSIDE

for

178887

"EXHIBIT B"

That portion of Lot 16, Block 20, LANDS OF W. T. SAYWARD and S. C. EVANS, as shown by Map on file in Book 3, Page 2 of Maps, Records of San Bernardino County, California, described as follows;

BEGINNING at the intersection of the center line of Indiana Avenue and Madison Street, as shown by Map thereof above mentioned;
THENCE North 56 degrees 0' East, 1,692.8 feet;
THENCE North 34 degrees 0' West, 40 feet to the Northerly line of Indiana Avenue, the same being the point of beginning of the parcel herein described;
THENCE North 34 degrees 0' West, 314 feet to land conveyed to Norpis;
THENCE North 56 degrees 0' East, 125.33 feet;
THENCE South 34 degrees 0' East, 314 feet to the Northerly line of Indiana Avenue;
THENCE South 56 degrees 0' West, 125.33 feet to the point of beginning;

EXCEPTING there from that portion thereof conveyed to the State of California by document recorded March 1, 1955 in Book 1700 Page 246 of Official Records of Riverside County, California.

DESCRIPTION APPROVAL 2/23/23
Walton R. Ings by _____
SURVEYOR, CITY OF RIVERSIDE

178887

EXHIBIT C

That portion of Lot 8 in Block 66 of Lands of W. T. Sayward and S. C. Evans, as shown by map on file in Book 3, page 2 of Maps, records of San Bernardino County, California, described as follows;

Beginning at the most westerly corner of said Lot 8, said corner being in the southeasterly line of Indiana Avenue as shown by said map;

Thence North 56 degrees 00' 00" East along said southeasterly line of Indiana Avenue, a distance of 237.00 feet to the true point of beginning;

Thence at a right angle South 34 degrees 00' 00" East, a distance of 14.00 feet, more or less;

Thence South 56 degrees 00' 00" West, a distance of 10.00 feet;

Thence North 34 degrees 00' 00" West, a distance of 14.00 feet;

Thence North 56 degrees 00' 00" East along said southeasterly line of Indiana Avenue, a distance of 10.00 feet to the true point of beginning;

EXCEPTING THEREFROM the northwesterly 4.00 feet conveyed to the City of Riverside for street purposes by Deeds recorded November 15, 1963 as Instrument No. 121383 and February 24, 1984 as Instrument No. 38252, both of Official Records of Riverside County, California.

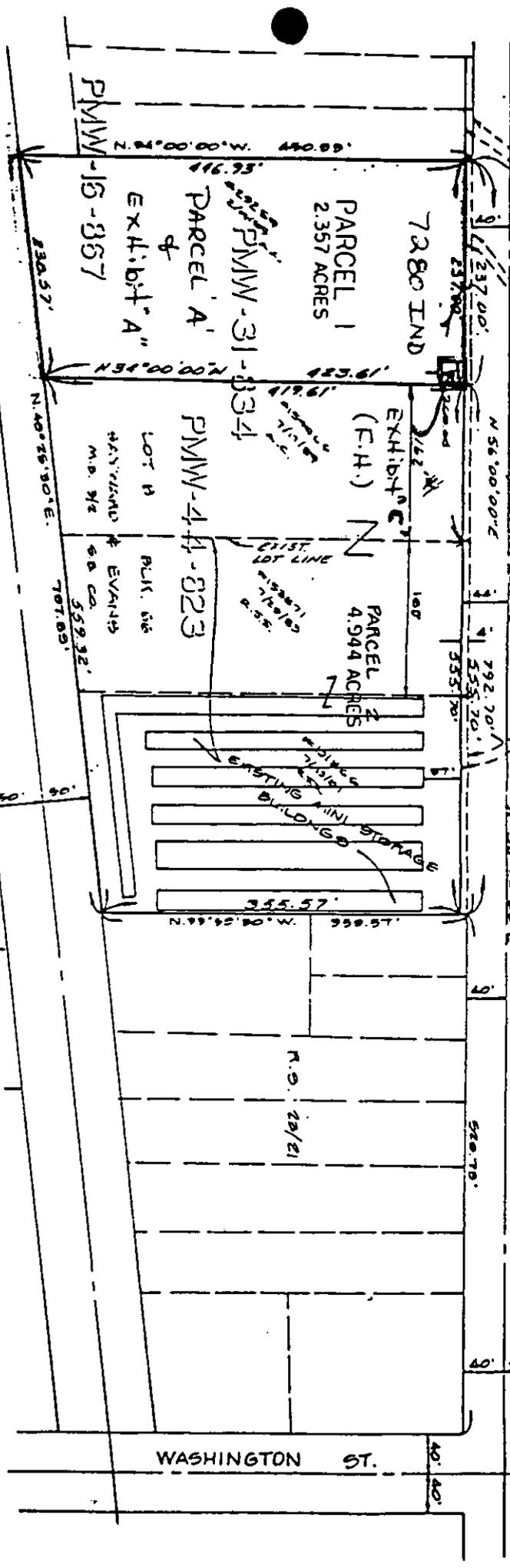
DESCRIPTION APPROVAL 2/26/83

Walter R. Joyce
SURVEYOR, CITY OF RIVERSIDE by

178887

PARCEL B & EXHIBIT

100' CONVEYED TO THE CITY OF RIVER SIDE BY DEED REC. 5-1-18, INST. NO. 19245 AC
 100' CONVEYED TO THE CITY OF RIVER SIDE BY DEED REC. 11-15-13 AS INST. NO. 12183 AC
 100' CONVEYED TO THE CITY OF RIVER SIDE BY DEED REC. 11-15-13 AS INST. NO. 12183 AC



A.T. & S.F. R.R.

ASSESSORS PAR. NOS.
 280-B11-020 AND 036
 280-B10-044

ACREAGE
 2 PARCELS
 7300 ACRES

OWNERS
 PARCEL 1
 A.C. HETZCO
 614 RIVERSIDE AVE. STE. 3
 RIVERSIDE, CALIF. 92506
 (714) 608-7151

PARCEL 2
 RIVERSIDE SELF-SERVICE
 STORAGE CO. A.C. NEJEDLY
 614 RIVERSIDE AVE. SUITE B
 RIVERSIDE, CALIF. 92506
 (714) 688-7161

SCALE	1" = 100'
DATE	1/14/92
DR. BY	ANB
W.O.	91-387
F. B.	1034

PARCEL MAP WAIVER
 OF A PORTION OF LOT B IN B.L.K. 66
 OF L.A.S.D. OF W.T. SHAW AND S.C.
 EVANS, PER M.B. 3/2 S.D. CO. RECD.
 ALBERT A. WEBB ASSOCIATES
 CIVIL ENGINEERS
 RIVERSIDE CALIFORNIA

SHEET 1
 OF 1 SHEET
 FILE NO. 2126-74

178887

GENERAL ACKNOWLEDGEMENT

State of California }
County of Riverside } ss

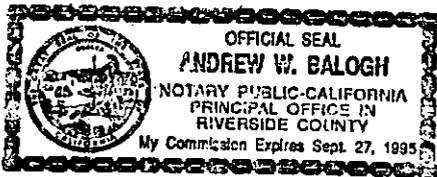
On March 16, 1993, before me Andrew W. Balogh
(date) (name)

a Notary Public in and for said State, personally appeared

A. C. Nejedly

Name(s) of Signer(s)

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.

Andrew W. Balogh
Signature

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

- () Attorney-in-fact
- () Corporate Officer(s)
Title _____
Title _____
- () Guardian/Conservator
- () Individual(s)
- () Trustee(s)
- () Other

- (xx) Partner(s)
(x) General
() Limited

The party(ies) executing this document is/are representing:
Indiana Avenue Properties
a California General
Partnership

178887

GENERAL ACKNOWLEDGEMENT

OPTIONAL SECTION

State of California }
County of Los Angeles }

CAPACITY CLAIMED BY SIGNER

On March 11, 1993, before me Robert Edmond
(date) (name)

- () Attorney-in-fact
- () Corporate Officer(s)
Title _____
- Title _____
- () Guardian/Conservator
- () Individual(s)
- () Trustee(s)
- () Other

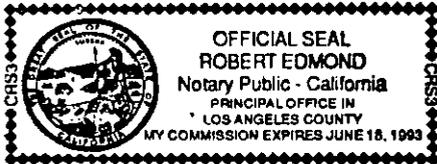
a Notary Public in and for said State, personally appeared

Sam Harmatz and Christina Hodowski
Name(s) of Signer(s)

- Partner(s)
- General
- () Limited

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.

The party(ies) executing this document is/are representing:
Indiana Avenue Properties,
a California General
Partnership



WITNESS my hand and official seal.

Robert Edmond
Signature
Robert Edmond

178887

GENERAL ACKNOWLEDGEMENT

OPTIONAL SECTION

State of California }
County of Riverside }ss

CAPACITY CLAIMED BY SIGNER

On April 17, 1993, before me Ranelle Curtis
(date) (name)

- () Attorney-in-fact
- () Corporate Officer(s)
- Title _____
- Title _____

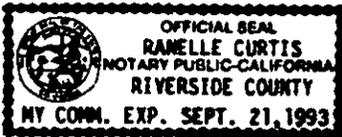
a Notary Public in and for said State, personally appeared

Theanacho Emeruwa, M.D. & Magdalen U. Emeruwa
Name(s) of Signer(s)

- () Guardian/Conservator
- Individual(s)
- () Trustee(s)
- () Other
- _____
- () Partner(s)
- () General
- () Limited

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.

The party(ies) executing this document is/are representing:



WITNESS my hand and official seal.

Ranelle Curtis
Signature

When Recorded Mail To:

178887

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

PROJECT: Private Fire Hydrant
Building Permit for 7239 Indiana Avenue
Riverside, California

Covenant and Agreement
and Grant of Non-Exclusive Easement
For Private Fire Hydrant

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A. FIRST PARTY is the fee owner of the real property, hereinafter referred to as "Parcel A", known as 7280 Indiana Avenue, Riverside, California, and more particularly described in Exhibit A, attached hereto and incorporated herein by this reference.

B. SECOND PARTY is the fee owner of the real property, hereinafter referred to as "Parcel B," known as 7239 Indiana Ave. Riverside, California and more particularly described in Exhibit B, attached hereto and incorporated herein by this reference. Parcel B is located across Indiana Avenue from Parcel A, and SECOND PARTY seeks to develop said Parcel B. SECOND PARTY must furnish adequate fire protection service as a condition to the issuance of the building permit for Parcel B, which includes installing a

private fire hydrant served by an eight-inch fire service water line.

C. FIRST PARTY has an existing eight-inch fire service water line on Parcel A which water line is owned by SECOND PARTY. FIRST PARTY purchased Parcel A with easements previously established thereon for the benefit and use of SECOND PARTY to service other neighboring properties owned by SECOND PARTY.

D. FIRST PARTY is willing to allow SECOND PARTY to enter upon Parcel A to install said private fire hydrant and to grant to SECOND PARTY a non-exclusive easement with the right to use and maintain said private fire hydrant. Said non-exclusive easement is located within the existing easement, more particularly described in Exhibit C, attached hereto and incorporated herein by this reference.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, and the promises herein made, FIRST PARTY and SECOND PARTY mutually agree as follows:

1. FIRST PARTY hereby grants to SECOND PARTY, its successors and assigns, for the use and benefit of Parcel B, a non-exclusive easement to install, use and maintain a private fire hydrant along, across and under that portion of Parcel A as described in Exhibit C, and to connect to the eight inch water service line. FIRST PARTY agrees that no wall or barrier will be placed, erected or maintained in the easement area so as to preclude the use of the private fire hydrant by fire suppression personnel of the City of Riverside for the fighting and suppression of fires on Parcel B.

2. SECOND PARTY shall be responsible for payment to the City of Riverside of all charges, if any, for the eight-inch fire service connection on Parcel A, provided, however, SECOND PARTY may bill to FIRST PARTY and FIRST PARTY shall pay to SECOND PARTY the proportionate share of such charges as may be attributable to the service and use for the benefit of Parcel A.

3. FIRST PARTY and SECOND PARTY acknowledge and agree that the provision of fire suppression water to Parcel A and Parcel B is and shall be governed by the rules and regulations promulgated from time to time by the Public Utilities Board of the City of Riverside and approved by the City Council of said City, and both parties agree to be bound by and to comply with such rules and regulations as they may be promulgated and amended from time to time.

4. This Covenant and Agreement and Grant of Easement shall run with the land and shall be binding upon the parties hereto and their heirs, successors and assigns.