

FIRST AMERICAN

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

OCT 24 1996

Project: Parcel Map No. 28370  
Deferment of Natural  
Gas Service

Recorded in Official Records  
of Riverside County, California

Recorder  
Fees \$ 15

15  
3  
OR

For Recorder's Office Use Only

COVENANT AND AGREEMENT

THIS COVENANT AND AGREEMENT is made and entered into this  
7<sup>th</sup> day of October, 1996, by STEVEN D. THOMAS AND SUSAN E.  
THOMAS, husband and wife (collectively, "Declarants") with reference  
to the following facts:

A. Declarants are the fee owners of the real property  
("the Property") situated in the City of Riverside, County of  
Riverside, State of California, described as follows:

Parcels 1 and 2 of Parcel Map 28370 as shown by  
map on file in Book 188 of Parcel Maps, at Pages  
58 and 59 thereof, records of Riverside County,  
California.

B. The Property consists of approximately 10.32 acres  
situated on the southwesterly side of Monroe Street, southerly  
of the Gage Canal in the Residential Agricultural Five-Acre  
("RA-5") Zone of the City of Riverside. The Property is  
developed with a single family residence. Declarants propose to  
divide the Property into two parcels for residential purposes by  
Parcel Map No. 28370.

C. The Southern California Gas Company has advised that  
natural gas services are not available in the area of the  
Property.

D. It would be appropriate to delay the installation of  
the natural gas service for the Property until such time as the  
natural gas main lines are extended to the vicinity of the  
Property.

E. As a condition to the approval of Parcel Map 28370, the  
City of Riverside ("City") is requiring Declarants to execute  
and record a covenant and agreement acknowledging that natural

DESCRIPTION APPROVAL 10/15/96  
Walter R. Gage  
SURVEYOR, CITY OF RIVERSIDE  
KS

gas service will not be installed to the Property at this time, and agreeing to provide such service when the natural gas main is extended to the area of the Property and such installation is desired.

NOW, THEREFORE, for the purposes of complying with a condition imposed by the Public Works Department of City for the approval of Parcel Map No. 28370, Declarants hereby acknowledge that the Property is not now served by natural gas and Declarants covenant and agree with City as follows:

1. Declarants shall provide and install at Declarants' cost and expense the natural gas service for the Property if during the time Declarants own the Property or either parcel thereof, the natural gas main is extended to within 160 feet of the Property and if such installation is desired.

2. If at the time Declarants sell or convey either of the parcels created by Parcel Map No. 28370 prior to the time such natural gas service is installed to the Property, Declarants shall give written notice to any prospective buyer of such parcel that said parcel is not served by natural gas and that the then owner or owners of such parcel shall be responsible for the cost of the installation of the gas service for such parcel if such installation is desired at the time the gas main is extended to the vicinity of the Property.

3. City may enforce the provisions of this Covenant and Agreement in the event the necessary improvements are not installed as hereinabove provided. Should City bring suit in court to enforce the terms of this Covenant and Agreement, the prevailing party shall be entitled to court costs, including reasonable attorney's fees.

4. This Covenant and Agreement shall run with the land and each and all of its terms shall be binding upon Declarants and the heirs, successors and assigns of Declarants until released by the Public Works Director of City by a writing duly recorded; provided, however, this Covenant and Agreement shall automatically terminate at such time as the natural gas service is extended to both parcels of the Property. At such time as the natural gas service is extended to both parcels of the Property, upon the request of Declarants or the then owner or owners of the Property, the Public Works Director of the City of Riverside shall execute a recordable release of this Covenant and Agreement.

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

  
 \_\_\_\_\_  
 Steven D. Thomas

  
 \_\_\_\_\_  
 Susan E. Thomas

APPROVED AS TO CONTENT:

Pat Lester  
Public Works Department

APPROVED AS TO FORM:

[Signature]  
Assistant City Attorney

~~State of California )  
County of \_\_\_\_\_ ) ss~~

~~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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

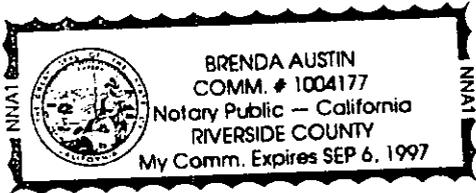
State of California

County of Riverside

On 10/7/96 before me, Brenda Austin, Notary Public

personally appeared Steven D. Thomas and Susan E. Thomas

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 of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Covenant and Agreement

Document Date: 10/7/96 Number of Pages: 3

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Steven D. Thomas

- Individual
Corporate Officer
Partner
Attorney-in-Fact
Trustee
Guardian or Conservator
Other

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

Signer's Name: Susan E. Thomas

- Individual
Corporate Officer
Partner
Attorney-in-Fact
Trustee
Guardian or Conservator
Other

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: