

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

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

Project: COC-3-890

EASEMENT AGREEMENT

RECEIVED FOR RECORD

AT 8:30 O'CLOCK A.M.

JUN 28 1990

Recorded in Official Records
of Riverside County, California

William S. Finney
Recorder

Fees \$ *11*

238981

THIS EASEMENT AGREEMENT is made and entered into this 27th day of June, 1990, by STEVEN R. DUNBAR, an unmarried man, hereinafter referred to as the First Party, the owner of record of the following described real property located in the City of Riverside, County of Riverside, State of California, and hereinafter referred to as Parcel 1:

The West half of the Northeast quarter of the Northeast quarter of Section 20, Township 2 South, Range 4 West, San Bernardino Meridian.

EXCEPTING THEREFROM the North 270.00 feet thereof.

ALSO EXCEPTING THEREFROM the South 30 feet thereof, as conveyed to the County of Riverside by deed recorded December 31, 1946 as Instrument No. 4016 of Official Records of Riverside County, California.

ALSO EXCEPTING THEREFROM the interest acquired by the City of Riverside in that certain deed headed as "Grant Deed Road Easement" recorded May 28, 1965 as Instrument No. 62805 of Official Records of Riverside County, California, and described as follows:

That portion of the Northeast quarter of the Northeast quarter of Section 20, Township 2 South, Range 4 West, San Bernardino Base and Meridian, described as follows:

BEGINNING at a point on the Westerly line of the Northeast quarter of the Northeast quarter of said Section 20, which bears North 00° 20' West, a distance of 163.00 feet from the Southwest corner of the Northeast quarter of the Northeast quarter of said Section 20;

THENCE North 89° 40' East, a distance of 33.00 feet;

THENCE South 00° 20' East, parallel with the Westerly line of the Northeast quarter of the Northeast quarter of said Section 20, a distance of 133.26 feet to the Northerly line of Massachusetts Avenue as now located;

THENCE North 89° 52' 50" West, along the Northerly line of said Massachusetts Avenue, a distance of 33.00 feet to the Westerly line of the Northeast quarter of the Northeast quarter of said Section 20;

THENCE North 00° 20' West along the Westerly line of the Northeast quarter of the Northeast quarter of said Section 20, a distance of 133.00 feet to the Point of Beginning. For public street purposes.

ALSO EXCEPTING THEREFROM the north 3.00 feet of the south 33.00 feet of the west half of the northeast quarter of the northeast quarter of said Section 20.

and by RUDOLPH A. ZAVISLAK, a widower, surviving joint tenant, hereinafter referred to as the Second Party, the owner of record of the following described real property located in the City of Riverside, County of Riverside, State of California, and hereinafter referred to as Parcel 2:

The North 270 feet of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 20, Township 2 South, Range 4 West, San Bernardino Base and Meridian in the office of the Recorder of said County.

WHEREAS application has been made for a Certificate of Compliance for Parcel 1 described above; and

WHEREAS the City has required as a condition of approval of COC-3-890, that an easement for access for ingress and egress and for utilities be provided over and across Parcel 1 for the use and benefit of Parcel 2; and

WHEREAS the parties hereto desire to restrict Parcel 1 with the easement and obligations described herein for the purpose of complying with the above-described condition of COC-3-890;

NOW, THEREFORE, the parties hereto agree as follows:

1. First Party hereby grants to Second Party, its successors and assigns, and establishes nonexclusive permanent easements for utilities over, under, along and across Parcel 1 to serve Parcel 2. The exact locations of the easements shall be determined at the time of development of Parcel 1 or at such other time as it is requested by Second Party and it is necessary to serve Parcel 2, subject to the approval of such locations by First Party and which approval will not be unreasonably withheld. The locations of the access and/or utilities easements in Parcel 1 shall not materially adversely affect the development of Parcel 1.

2. The easements are to be exercised only in conjunction with the development of Parcel 2.

3. This Easement Agreement is made and entered into for the purpose of complying with a condition of approval of COC-3-890 and shall not be extinguished or altered in any way by the parties hereto or their heirs, successors or assigns without the prior written and recorded consent of the City Council of the City of Riverside.

4. The rights and obligations set forth herein shall run with the land and shall inure to the benefit of Parcel 2 and bind the successive owners of Parcels 1 and 2 respectively.

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

FIRST PARTY

Steven R. Dunbar
STEVEN R. DUNBAR

SECOND PARTY

Rudolph A. Zavislak
RUDOLPH A. ZAVISLAK

APPROVED AS TO FORM:

William M. Gonzel
Assistant City Attorney

DESCRIPTION APPROVAL:

George P. Hutchinson 12, 26, 90
SUPERVISOR, CITY OF RIVERSIDE

KG/2536A/1m