

When recorded, mail to
City of Riverside, 3900 Main Street
Riverside, CA 92522
Attn: City Engineer

215976

COVENANT AND AGREEMENT AND
GRANT OF EASEMENTS FOR ACCESS,
DRAINAGE, SEWER AND UTILITIES

RECEIVED FOR RECORD
Min. Past 2 o'clock PM
At Request of
City of Riverside
Book 1983, Page 215976

OCT 18 1983

Recorded in Official Records
of Riverside County, California

William E. Parnell
Recorder
Fees

THIS COVENANT AND AGREEMENT AND GRANT OF EASEMENTS is made and entered into this 5th day of October, 1983, by and between the FIRST BAPTIST CHURCH OF RIVERSIDE, INC., a California corporation, hereinafter referred to as "First Party", and ALF G. JACOBSSON and INGEBORG JACOBSSON, husband and wife, hereinafter referred to as "Second Party", and supercedes and replaces that certain agreement between the parties dated September 22, 1982 and recorded on October 5, 1982 as Instrument No. 172119, Records of Riverside County, California; and those certain easements between the parties hereto dated September 23, 1982 and recorded in Riverside County, California records as instruments numbered 165688 and 165689 respectively.

WITNESSETH:

WHEREAS First Party owns that certain land located in the City of Riverside, County of Riverside, State of California, described as:

A portion of the South half of Section 36, T2S, R5W, S. B. B. & M., particularly described as follows:

Beginning at the point of intersection of the Southerly right of way line of the Gage Canal with the easterly right of way line of Central Avenue (now known as Alessandro Road) 100 feet wide as shown on a map filed in Book 20 at page 22 of Recs. of Surveys, records of Riverside County, California; Thence N 86° 52' 05" East, 61.19 feet; Thence N 68° 33' 15" E, 80.01 feet; Thence N 55° 45' 55" E, 70.02 feet; Thence N 47° 07' 55" E, 42.32 feet; The previous four courses being along the southeasterly right of way line of the Gage Canal as shown on said record of Survey map. Thence S 41° 36' 50" E, 913.66 feet to a point on the Southeasterly line of that certain property described in a deed from Hugh E. Murray, Jr., a married man, to Victoria Knolls, Inc., a California corporation, recorded October 10, 1958, in Book 2346 page 405 of Official Records of Riverside County, California; Thence S 49° 47' 30" W, 40.00 feet; Thence S 39° 07' 00" W, 199.99 feet; Thence S 28° 40' 30" W, 260.01 feet; Thence S 15° 31' 50" W, 374.59 feet to the Easterly right of way line of said Central Avenue; The previous four courses being along the Southerly line of that certain property described in said deed recorded in Book 2346 page 405 of O.R. of Riverside County, California; Thence Northerly along the arc of a non-tangent curve

PM 15372

DESCRIPTION APPROVAL
George H. Hatch 10/13/83
Subscribed

CIA-90

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concave to the East whose center bears N 42° 06' 59" E, 550 feet; through a central angle of 35° 06' 01", a distance of 345.10 feet; Thence N 12° 47' 0" W and tangent to the last named curve, 880.44 feet to the beginning of a curve concave to the West whose center bears S 77° 13' 00" W, 650 feet; Thence Northerly along the arc of said curve through a central angle of 19° 56' 41", 226.27 feet, m/1 to pob. The previous 3 courses being long the Ely right of way line of said Central Avenue. Excepting therefrom those portions thereof conveyed to the City of Riverside, a municipal corporation, by deeds recorded June 19, 1964 as Instrument No. 75744 and March 19, 1965 as Instrument No. 32017, both of Official Records of Riverside County, California.

The land of said First Party is hereinafter referred as Parcel A; and

WHEREAS Second Party owns that certain land located in the City of Riverside, County of Riverside, State of California described as:

Being a portion of the South half of Section 36, Township 2 South, Range 5 West SBM, also being a portion of Parcel 3 as shown by map on file in Book 34, Page 74, of Records of Survey, Records of Riverside County, California, described as follows:

BEGINNING at the most Westerly corner of said Parcel 3;

THENCE North 15° 33' 25" East, a distance of of 366.42 feet;

THENCE North 28° 43' 08" East, a distance of 260.00 feet;

THENCE North 39° 11' 31" East, a distance of 200.00 feet;

THENCE North 49° 46' 15" East, a distance of 40.09 feet'

The preceding four courses are along the Northwesterly line of said Parcel 3.

THENCE South 41° 35' 04" East, a distance of 238.64 feet to the Southeasterly line of said Parcel 3;

THENCE South 46° 14' 05" West, a distance of 11.52 feet;

THENCE South 34° 22' 25" West, a distance of 60.24 feet;

THENCE South 47° 15' 15" West, a distance of 60.34 feet;

THENCE South 35° 26' 20" West, a distance of 49.81 feet;

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THENCE South 18° 23' 52" West, a distance of 59.10 feet;

THENCE South 38° 22' 56" West, a distance of 200.04 feet;

THENCE South 21° 30' 41" West, a distance of 90.68 feet;

THENCE South 23° 39' 59" West, a distance of 259.97 feet to the Southeast corner of said Parcel 3;

The preceding eight courses are along the Southeasterly line of said Parcel 3.

THENCE Northwesterly along the Southwesterly line of said Parcel 3, on a curve concave to the Northeast, having a radius of 550.00 feet through an angle of 17° 42' 08", an arc distance of 169.93 feet to the point of beginning.

The initial radial line of said curve bears North 23° 44' 30" East.

The land of said Second Party is hereinafter referred to as Parcel B; and

WHEREAS Parcels A and B are adjoining lots and Parcel A abuts Alessandro Boulevard, a public street in the City of Riverside; and

WHEREAS the Second Party desires to divide Parcel B into four lots by Parcel Map 15370; and

WHEREAS as a condition of approval of Parcel Map 15370, the City of Riverside has required the Second Party to provide acceptable access to Alessandro Boulevard for vehicular and pedestrian traffic and for private sewers, drainage and utilities for each of the four parcels to be created by Parcel Map 15370;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. First Party hereby grants to Second Party, their heirs, successors and assigns, a permanent non-exclusive easement for ingress and egress for vehicular and pedestrian traffic over the following described property located on Parcel A for the benefit of and as an easement appurtenant to Parcel B and each of the parcels to be created therefrom;

AN EASEMENT 33.00 FEET IN WIDTH FOR INGRESS AND EGRESS OVER THAT PORTION OF PARCEL 1 AS SHOWN BY MAP ON FILE IN BOOK 45, PAGE 52 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A strip of land 33.00 feet in width lying 18.00 feet Northerly and Easterly and lying 15.00 feet

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Southerly and Westerly of the following described lines:

COMMENCING at the most Southerly corner of said Parcel 1;

THENCE Northerly on a curve concave to the East having a radius of 550.00 feet, through an angle of $35^{\circ} 49' 17''$, a distance of 343.86 feet.

The initial radial line bears South $41^{\circ} 26' 38''$ West;

THENCE North $12^{\circ} 44' 05''$ West a distance of 556.11 feet to the point of beginning of the line to be described;

THE PRECEDING TWO COURSES ARE ALONG THE WESTERLY LINE OF SAID PARCEL 1.

THENCE North $77^{\circ} 15' 55''$ East, a distance of 16.00 feet;

THENCE Easterly and Southerly on a curve concave to the Southwest having a radius of 34.00 feet, through an angle of $90^{\circ} 00' 00''$, a distance of 53.41 feet to a point of compound curvature. The initial radial line bears North $12^{\circ} 44' 05''$ West;

THENCE Southerly on a curve concave to the West having a radius of 154.00 feet through an angle of $13^{\circ} 13' 00''$ a distance of 35.52 feet. The initial radial line bears North $77^{\circ} 15' 55''$ East.

THENCE South $00^{\circ} 28' 55''$ West, a distance of 48.00 feet;

THENCE Southerly on a curve concave to the East having a radius of 300.00 feet through an angle of $13^{\circ} 13' 00''$ a distance of 69.20 feet. The initial radial line bears North $89^{\circ} 31' 05''$ West;

THENCE South $12^{\circ} 44' 05''$ East parallel to the Westerly line of said Parcel 1, a distance of 371.58 feet;

THENCE on a curve concave to the East having a radius of 523.00 feet through an angle of $16^{\circ} 32' 00''$ a distance of 150.92 feet to a point of compound curvature. The initial radial line bears South $77^{\circ} 15' 55''$ West.

THENCE Southeasterly, Easterly and Northeasterly on a curve concave to the North having a radius of 70.00 feet through an angle of $114^{\circ} 06' 04''$ a distance of 139.40 feet. The initial radial line bears South $60^{\circ} 43' 55''$ West;

THENCE North $36^{\circ} 37' 51''$ East, a distance of 38.33 feet;

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THENCE Northeasterly on a curve concave to the Northwest, having a radius of 300.00 feet, through an angle of $01^{\circ} 07' 32''$, a distance of 5.89 feet to the Southeasterly line of said Parcel 1 and the terminus of said line. The initial radial line bears South $53^{\circ} 22' 09''$ East.

2. First Party specifically reserves for itself, its successor and assigns the right to use the easement roadway herein granted for access to and from the real property of First Party which parallels said easement. For this purpose, Second Party during construction of the roadway, or prior thereto, agrees to consult with the First Party for the location of, and then to construct two driveway approaches from the easement roadway to First Party's land at two locations easterly of the roadway. These driveway approaches shall each be at least 20' in width.

3. In addition, First Party hereby grants to Second Party, their heirs, successors and assigns, a permanent non-exclusive easement for the construction and maintenance of a sanitary sewer, water mains, utilities and appurtenances thereto over the following described property located on Parcel A for the benefit of and as an easement appurtenant to Parcel B and each of the parcels to be created therefrom:

An easement 30.00 feet in width for construction and maintenance of a sanitary sewer, water mains, utilities, and appurtenances thereto over that portion of the South one-half of Section 36, T2S, R5W, S.B. and M., also being a portion of Parcel 1, as shown by map on file in Book 45, Page 52 of Records of Survey, Records of Riverside County, California, more particularly described as follows:

A strip of land 30.00 feet in width; the centerline of said strip of land being described as follows;

COMMENCING at the most Southerly corner of said Parcel 1:

THENCE North $15^{\circ} 33' 25''$ East along the Easterly line of said Parcel 1 a distance of 191.60 feet to the point of beginning of the centerline to be described.

THENCE Southwesterly on a curve concave West having a radius of 300.00 feet through an angle of $01^{\circ} 07' 32''$ a distance of 5.89 feet. The initial radial line bears North $54^{\circ} 29' 41''$ West.

THENCE South $36^{\circ} 37' 51''$ West a distance of 157.55 feet to the Easterly right of way line of Alessandro Boulevard being 55.00 feet from the centerline of Alessandro Boulevard as shown on RS 45/52, and the terminus of said centerline.

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The side lines of said easement shall be lengthened or shortened so as to terminate at the Easterly line of said Parcel 1 and the Easterly right of way line of said Alessandro Boulevard.

4. Second Party, their heirs, successors and assigns hereby covenant and agree to maintain the easements above-described in good order and repair and that the costs of repair and maintenance of the roadway in the easement granted in Paragraph 1 above shall be borne by Second Party, their heirs, successors and assigns until such time as any of the four parcels created by Parcel Map 15370 from Parcel B are transferred, conveyed or assigned to third parties, and at that time such costs shall be borne at the rate of one-fourth for the owner(s) of each of the four parcels by Parcel Map 15370, unless by unanimous consent of all the owners of said parcels another method of bearing costs is agreed to.

5. Second Party on behalf of themselves and their heirs, successors and assigns further covenant and agree that they shall provide landscaping and an automatic sprinkler system and any further maintenance of said landscaping between the easement described in Paragraph 1 above and the adjacent public street known as Alessandro Boulevard. The costs of such installation and maintenance shall be borne by Second Party their heirs, successors and assigns as set forth in Paragraph 4 above. The said landscape area covered by this covenant and agreement is shown on the plat map attached hereto and incorporated hereat as Exhibit "A".

6. Second Party, their heirs, successors and assigns agree to indemnify and save the First Party harmless from any claims, damages, or injuries of either persons or property arising out of the use of easement or from persons injured and/or property damage claims as a result of the use of or existence of the roadway easement. Said covenant indemnification shall not apply to or pertain to accident, damages, or injuries arising out of the sole or partial negligence of the First Party that contributes to or causes said accident, injury or damages. Said covenant indemnification shall include all reasonable attorneys fees incurred in defending any action or legal proceeding brought by any party arising out of the use or existence of the roadway easement.

7. It is further covenanted and agreed, which Second Party and by the recording of this document their heirs,

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successors and assigns and each of them jointly and severally specifically acknowledge that the City of Riverside may enforce the covenants and agreements herein in the event Second Party, their heirs, successors and assigns default in their obligations as contained herein. Should the City of Riverside bring an action to enforce the terms of this Covenant and Agreement, the Second Party, their heirs, successors and assigns agree to pay to the City of Riverside said City's court costs, including reasonable attorney's fees.

8. This Covenant and Agreement and Grant of Easements shall run with the land and shall be binding upon the undersigned, their heirs, successors and assigns.

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

FIRST PARTY:

FIRST BAPTIST CHURCH OF RIVERSIDE, INC., A California corporation

By: Charles G. Tipton
President
Charles G. Tipton

By: Mildred P. Thomas
Secretary
Mildred P. Thomas

SECOND PARTY:

Ale G. Jacobsson
ALE G. JACOBSSON

Ingeborg Jacobsson
INGEBORG JACOBSSON

STATE OF CALIFORNIA

COUNTY OF Riverside ss.

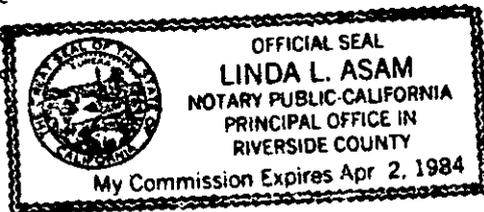
On October 5, 1983, before me, the undersigned, a Notary Public in and for

said State, personally appeared Charles G. Tipton
known to me to be the President, and Mildred P. Thomas
known to me to be the Secretary of the corporation that executed the within instrument,

and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature: Linda L. Asam
Linda L. Asam
Name (Typed or Printed)



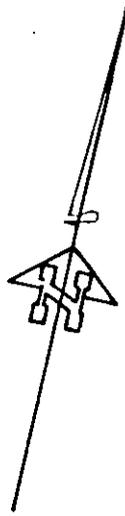
(This area for official notarial seal)

APPROVED FORM
[Signature]
ASST. CITY ATTORNEY

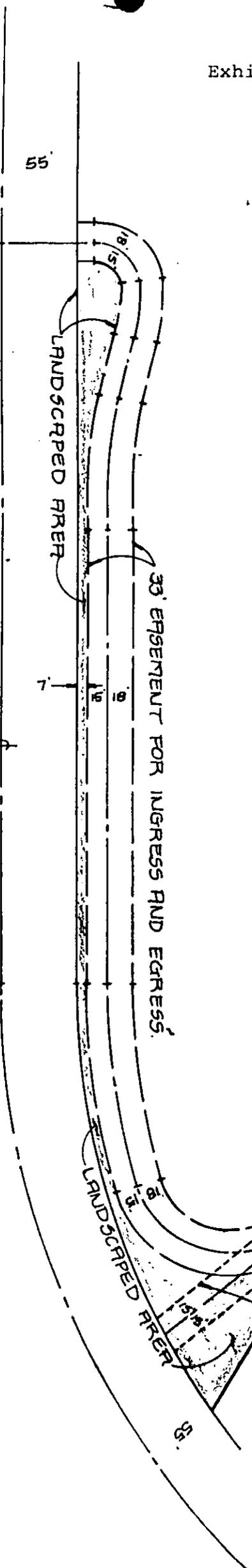
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Form 3002—(Corporation) First American Title Company

Exhibit "A"

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ALESSANDRO BOULEVARD



LANDSCAPED AREA

30' EASEMENT FOR INGRESS AND EGRESS

LANDSCAPED AREA

30' EASEMENT FOR SEWER, WATER AND UTILITIES



PARCEL

15370