

172119

When Recorded Mail To:
City of Riverside
3900 Main Street
Riverside, Cal. 92522
Attn: City Engineer

RECEIVED FOR RECORD
Min. Past 3 o'clock P.M.
At Request of
HAWKINS ROBERTIN PASSE
Book 1982, Page 172119

OCT - 5 1982

Recorded in Official Records
of Riverside County, California

William E. Brady
Recorder
Fees \$

COVENANT AND AGREEMENT FOR ESTABLISHMENT OF
PRIVATE EASEMENTS FOR ACCESS, DRAINAGE,
SEWER AND UTILITIES

(Parcel Map 15370)

THIS COVENANT AND AGREEMENT is made and entered into
this 22nd day of SEPT. 1982, by ALF G. JACOBSSON AND
INGEBORG J. JACOBSSON, husband and wife, fee owner of the real
property located in the City of Riverside, County of Riverside,
State of California, described as follows:

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 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 Northwesternly 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;
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 Northwesternly along the Southwesterly line of said

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Parcel 3, on a curve concave to the Northeast, having a radius of 550.00 feet through an angle of $17^{\circ} 42' 08''$, an arc distance of 169.93 feet to the point of beginning.

The initial radial line of said curve bears North $23^{\circ} 44' 30''$ East.

For the purpose of complying with one of the conditions imposed by the City of Riverside, California, for the approval of Parcel Map 15370 and in consideration thereof, the undersigned for themselves and their heirs, successors and assigns, hereby covenants and agrees with the City of Riverside that in order to provide means for the owner of each of the lots to be created by Parcel Map 15370 to have access to a public street and to connect with the sewer and other public utilities and to provide for the discharge of surface water runoff from the above-described property, an easement for private roadway, drainage, sewer and utility purposes will be and is hereby granted, established and reserved in, over, along and across those portions of Parcels 1, 2, 3 and 4 of Parcel Map 15370 described as follows:

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:

COMMENCING at the most Westerly corner of said Parcel 3;

THENCE North $15^{\circ} 33' 25''$ East, a distance of 149.71 feet to the point of beginning.

THENCE continuing North $15^{\circ} 33' 25''$ East, a distance of 216.71 feet;

THENCE North $28^{\circ} 43' 08''$ East, a distance of 260.00 feet.

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

THENCE South $34^{\circ} 45' 39''$ East, a distance of 39.54 feet;

THENCE Easterly, Southerly and Westerly on a curve concave to the Southwest having a radius of 39.00 feet, through an angle of $243^{\circ} 46' 38''$, an arc distance of 151.66 feet to a point of reverse curvature.

The initial radial line bears North $34^{\circ} 45' 39''$ West;

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THENCE Southerly on a curve concave to the Southeast having a radius of 47.00 feet through an angle of 63° 46' 38", an arc distance of 52.32 feet.

The initial radial line bears North 08° 03' 03" East;

THENCE South 34° 16' 25" West, a distance of 118.52 feet;

THENCE Southerly on a curve concave to the East having a radius of 290.00 feet through an angle of 18° 43' 00" an arc distance of 94.73 feet to a point of reverse curvature.

The initial radial line bears North 55° 43' 35" West;

THENCE Southerly on a curve concave to the West having a radius of 315.00 feet through an angle of 21° 04' 26" an arc distance of 115.86 feet. The initial radial line bears North 60° 45' 54" West;

THENCE South 36° 37' 51" West, a distance of 33.18 feet to the point of beginning.

It is further covenanted and agreed that as said Parcels 1, 2, 3 and 4 of Parcel Map 15370 are conveyed, the undersigned shall grant and reserve the above-described easement as appropriate for the purposes described hereinabove, which easement shall contain all rights deemed reasonable and necessary for the construction and maintenance of a private roadway and sewer, water and drainage facilities. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the above-described property to the general public or for the general public or for any public purpose whatsoever; it being the intention of the undersigned that this Covenant and Agreement will be strictly limited to and for the purposes expressed herein.

It is further covenanted and agreed that the roadway and all facilities located therein shall at all times be maintained in good order and repair and that the cost of the repair and maintenance of the sewer, water drainage and roadway facilities following construction shall be borne at the rate of one-fourth by the owner(s) of each of the four (4) parcels created by Parcel Map 15370 unless by unanimous consent of all of the owners of said property another method of bearing the costs is agreed to.

The undersigned, on behalf of themselves and their heirs, successors and assigns hereby agree to release the City of

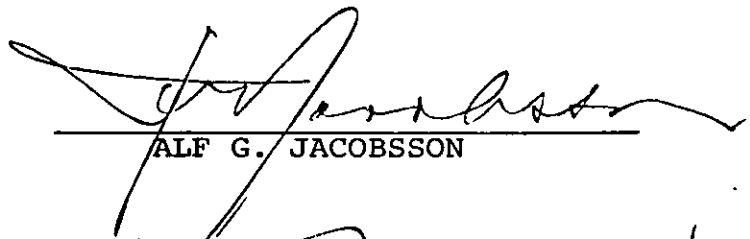
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Riverside, its officers and employees from any and all liability arising out of or alleged to be caused by the construction of the roadway and the facilities in the above-described easement and to defend and indemnify said City of Riverside, its officers and employees therefrom.

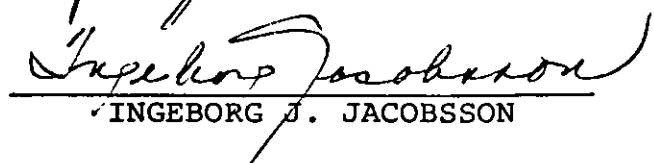
It is further covenanted and agreed that the City of Riverside may enforce this Covenant and Agreement in the event the undersigned or their heirs, successors and assigns default in their obligations as contained herein. Should the City of Riverside bring an action to enforce the terms of this Covenant and Agreement, the undersigned, their heirs, successors and assigns agree to pay to the City of Riverside said City's court costs including reasonable attorneys' fees.

These covenants and agreements 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.



ALF G. JACOBSSON



INGEBORG J. JACOBSSON


APPROVED AS TO FORM
ASSI. CITY ATTORNEY