

WHEN RECORDED MAIL NO:

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

Project: PMW-28-890

189840

RECEIVED FOR RECORD  
Min. Past 10'clock

MAY 23 1990  
Filed in Official Records  
of Riverside County, California  
William E. Smith  
RECORDER  
Fees

COVENANT AND AGREEMENT AND  
DECLARATION OF RESTRICTIONS

This Covenant and Agreement and Declaration of Restrictions is made and entered into this 23rd day of May, 1990, by TILLIE HARRIS, a widow, as to one-half interest and TILLIE HARRIS, Trustee of Trust under Will of Edward Harris, Deceased, as to one-half interest, the owner of record of the following described real property situated in the City of Riverside, County of Riverside, State of California, referred to herein as the Property:

That portion of Lot 30, Lot 31 and Lot 34, S.C.C.A. Lands, as shown by map on file in Book 7, Page 3 of Maps, Records of San Bernardino County, California, being more particularly described as follows:

Beginning at the corner common to Lots 30, 31, 34 and 35 of said S.C.C.A. Lands;

Thence South 61° 03' 55" East, a distance of 165.46 feet to the Northwesterly right-of-way line of Main Street, having a half-width of 49.50 feet;

Thence South 28° 52' 50" West along said right-of-way line, a distance of 224.50 feet;

Thence North 61° 03' 55" West a distance of 212.33 feet to the beginning of a non-tangent curve concave Easterly and having a radius of 701.78 feet, a radial bearing to said point bears South 89° 44' 43" West;

Thence Southerly along the arc of said curve through a central angle of 07° 00' 22" a distance of 85.81 feet;

Thence North 29° 00' 00" East a distance of 21.67 feet;

Thence South 61° 03' 55" East a distance of 9.03 feet to the beginning of a non-tangent curve concave Easterly and having a radius of 681.78 feet, a radial bearing to said point bears South 83° 45' 35" West;

Thence Southerly along the arc of said curve through a central angle of 18° 53' 17" a distance of 224.75 feet to the right-of-way line of said Main Street;

Thence South 28° 52' 50" West along said right-of-way line a distance of 72.64 feet to the beginning of a non-tangent curve concave Easterly and having a radius of 741.78 feet, a radial bearing to said point bears South 61° 34' 22" West;

Thence Northerly along the arc of said curve through a central angle of 11° 00' 18" a distance of 142.48 feet;

DESCRIPTION APPROVAL 5/23/90  
Surveyed by  
SURVEYOR CITY OF RIVERSIDE

CLA 106

Thence North 25° 32' 18" West a distance of 35.00 feet;  
 Thence North 16° 38' 00" West a distance of 36.40 feet;  
 Thence South 29° 00' 00" West a distance of 72.99 feet;  
 Thence North 61° 04' 22" West a distance of 181.22 feet  
 to the Southeasterly right-of-way line of Market Street,  
 having a half-width of 33 feet;  
 Thence North 28° 52' 01" East along the right-of-way line  
 of said Market Street a distance of 365.24 feet;  
 Thence North 61° 23' 15" East a distance of 64.11 feet;  
 Thence North 87° 58' 25" East a distance of 100.86 feet;  
 Thence South 61° 03' 55" East a distance of 61.30 feet;  
 Thence South 29° 00' 00" West a distance of 25.00 feet to  
 the Point of Beginning.

WHEREAS the undersigned desires to waive the filing of a  
 parcel map to consolidate 7 parcels pursuant to PMW-28-890; and

WHEREAS the undersigned is required to install off-site  
 improvements consisting of widening Market Street along the frontage  
 of the above-described Property and to pay to the City of Riverside  
 one-third the cost of a future landscaped median to be constructed in  
 Market Street adjacent to the above-described property; and

WHEREAS the undersigned desires to defer the installation of  
 such required off-site street improvements and to defer the payment  
 of the one-third cost of such future landscaped median until the  
 street is improved by the City of Riverside;

NOW, THEREFORE, the undersigned hereby covenants and agrees  
 with the City of Riverside that the following restrictions shall  
 apply to the Property:

1. At such time as the City of Riverside authorizes the  
 construction of street improvements and a landscaped median in Market  
 Street, adjacent to the Property, the undersigned shall be required  
 to meet the plan preparation, surety, off-site improvement  
 requirements and cash payment for one-third the cost of the  
 landscaped median construction in Market Street adjacent to the  
 above-described Property. The amount shall be determined by the City  
 and shall be subject to modification based upon actual cost of  
 construction. Payment shall be made when requested by City.

2. The terms of this Covenant and Agreement and Declaration  
 of Restrictions may be enforced by the City of Riverside, its  
 successors or assigns. Should the City bring an action to enforce  
 any of the terms of this Covenant and Agreement and Declaration of  
 Restrictions, the prevailing party shall be entitled to reasonable  
 attorneys' fees, expert witnesses' fees and reasonable costs of suit.

3. This Covenant and Agreement and Declaration of  
 Restrictions shall run with the land and each and all of its terms  
 shall be binding upon the undersigned, her heirs, successors or  
 assigns, and shall continue in effect until such time as it is  
 released by the City Council of the City of Riverside, California.

IN WITNESS WHEREOF the undersigned has caused this Covenant and Agreement and Declaration of Restrictions to be executed the day and year first written above.

Tillie Harris  
TILLIE HARRIS

Tillie Harris  
TILLIE HARRIS, Trustee of Trust  
under Will of Edward Harris,  
Deceased

APPROVED AS TO FORM

Kathleen M. Gonzale  
ASST. CITY ATTORNEY

INDIVIDUAL ACKNOWLEDGMENT

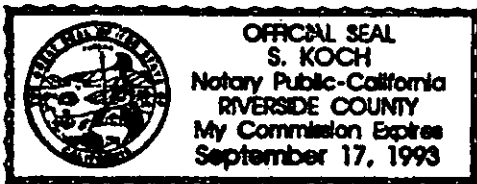
189840

State of California  
County of RIVERSIDE } S.S.

On this 23 day of MAY, in the year 1990, before me THE UNDERSIGNED  
a Notary Public in and for the RIVERSIDE County, personally appeared TILLIE HARRIS, TRUSTEE OF  
TRUST UNDER WILL OF EDWARD HARRIS, DECEASED

personally known to me  proved to me on the basis of satisfactory evidence  
to be the person(s) whose name is subscribed to this instrument, and acknowledged that She executed  
it.

(SEAL)



P-169 7-83

WITNESS my hand and official seal,

[Signature]  
Notary Public in and for the \_\_\_\_\_ County and State.

My commission expires 9-17, 1993

INDIVIDUAL ACKNOWLEDGMENT

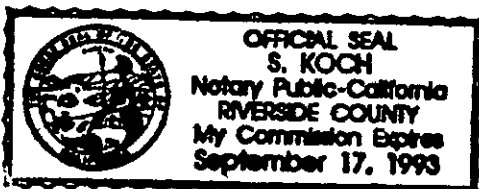
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