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JUL 30 1990

Recorded in Official Records  
of Riverside County, California

*William S. Bonney*  
Recorder  
Fees \$ 44

WHEN RECORDED MAIL TO:

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

Project: Grading Plan - Building Permit for  
1954, 1966 and 1978 Bonnie Brae Street

COVENANT AND AGREEMENT AND  
DECLARATION OF RESTRICTIONS

(Private Drainage Facilities and Easements)

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS  
is made and entered into this 27th day of July, 1990, by  
NEIL SAFAI and HOUMAN SAFAI (collectively referred to as  
"Declarants") with reference to the following facts:

- A. Declarants are the fee owners of the real property (the "Property") in the City of Riverside, County of Riverside, State of California consisting of three (3) parcels (Parcel 1, Parcel 2 and Parcel 3, respectively), described in Exhibit A, attached hereto and incorporated herein by this reference.
- B. Declarants desire to improve and develop the Property for residential use including the construction of private cross-lot drainage facilities in accordance with plans on file with the City of Riverside, California, to provide for the disposal of surface water runoff and storm water onto Bonnie Brae Street, a public street. Declarants desire to impose upon the Property a plan for the development and maintenance of such drainage facilities and to adopt and establish covenants, conditions, restrictions and easements upon and with respect to the Property for such purpose, all of which is in the furtherance of a general plan for the subdivision and improvement of the Property, and for the purpose of enhancing, maintaining and protecting the value, desirability and attractiveness of the Property, and upon and subject

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to which all of the Property shall be held, improved, and conveyed.

- C. The City of Riverside (the "City") as a condition to the issuance of a grading permit for the Property pursuant to the Grading Plan for PMW-25-856 on file with the Public Works Department of the City of Riverside requires that a means be provided for disposing of surface runoff water and storm water on and from the Property including the establishment of any necessary easements therefor.

NOW, THEREFORE, Declarants declare the Property is, and shall hereafter be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the following covenants, conditions, restrictions and easements, all of which are declared and agreed to be in furtherance of a general plan for the subdivision, development, improvement, protection, maintenance, and sale of the Property, and all of which are declared and agreed to be for the purpose of enhancing, maintaining and protecting the value, desirability and attractiveness of the Property, and all of which are in consideration for the issuance by the City of a grading permit for the grading of the Property. All of the covenants, conditions, restrictions and easements shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the Property or any Lot or portion thereof, and shall be binding on and inure to the benefit of each successor and assignee in interest to such party. Any conveyance, transfer, sale, assignment, lease or sublease made by Declarants of a Lot of the Property shall be and hereby is deemed to incorporate by reference all of the provisions of this Covenant and Agreement and Declaration of Restrictions, including, but not limited to all the covenants, conditions, restrictions, limitations, grants of easements, rights-of-way and equitable servitudes contained herein.

1. Definitions: In addition to the definitions hereinbefore set forth, the following words or phrases where used in this Covenant and Agreement and Declaration of Restrictions (except when the context otherwise requires) shall have the following definitions:

a. "Declaration" shall mean this Covenant and Agreement and Declaration of Restrictions.

b. "Drainage Facility Easement Areas" shall be the areas on each lot of the Property described in Paragraphs 5 and 6 below in which Established Drainage Facilities are installed.

c. "Established Drainage Facilities" shall mean all improvements constructed or installed by Declarants for

drainage of surface or storm waters pursuant to the Grading Plan for PMW-25-856.

d. "Lot" or "Lots" shall mean Parcels 1, 2 or 3 hereinabove described and referred to collectively as the Property.

e. "Owner" shall mean any person, whether an individual, corporation, association or otherwise, in which title to a Lot is vested, as shown by the Official Records of the Office of the County Recorder of Riverside County, California. Declarants shall be deemed the Owner of all unsold or retained Lots until Declarants shall have executed and caused to be recorded in the Office of the County Recorder of Riverside County, California, an instrument of conveyance conveying the respective Lot. If more than one person is owner of a Lot, then all such persons shall be jointly and severally liable for all obligations herein of the owner of a Lot.

2. Construction of Established Drainage Facilities. The Declarants shall construct or cause to be constructed the private cross-lot drainage facilities consisting of a brow ditch and a four-foot-wide concrete gutter with opening on Parcel 1 and a four-foot-wide concrete gutter on Parcels 2 and 3, all in accordance with and as shown by the Grading Plan for PMW-25-856 filed with the City's Public Works Department. The cross-lot drainage facilities shall be constructed prior to the sale or development of any Lot of the Property.

3. Interference with Established Drainage Facilities. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken on any Lot which may damage or interfere with, or obstruct or retard the flow of water through the Established Drainage Facilities.

4. Maintenance of Established Drainage Facilities. The Owner of each Lot, for the benefit of every other Lot and the owners thereof and any affected adjoining properties shall continuously maintain, repair and replace, if necessary, any and all Established Drainage Facilities, and this obligation for maintenance, repair and replacement of such Established Drainage Facilities shall be borne by each Owner of a Lot to the extent that such drainage facility is within the boundaries of such Lot.

5. Establishment of Drainage Facility Easements. Declarants hereby establish, grant and reserve nonexclusive easements at the locations and for the purposes set forth as follows:

a. A 5-foot wide nonexclusive easement for the construction, maintenance, repair, replacement

and use of drainage facilities for surface runoff and storm water and for ingress and egress in connection with said facilities in favor of and as an easement appurtenant to Parcel 1 of the Property over along and across that portion of Parcel 2 of the Property described in Exhibit B, attached hereto and incorporated herein by this reference.

b. A 5-foot-wide nonexclusive easement for the construction, maintenance, repair, replacement and use of drainage facilities for surface water runoff and storm water and for ingress and egress in connection with said facilities in favor of and as an easement appurtenant to Parcels 1 and 2 of the Property over, along and across that part of Parcel 3 of the Property described in Exhibit C, attached hereto and incorporated herein by this reference.

6. Acceptance of Surface Water Runoff Into Established Drainage Facilities. Declarants hereby agree to accept and do hereby accept into the Established Drainage Facilities located on Parcels 1, 2 and 3 of the Property the surface storm flow and nuisance drainage waters from the properties lying easterly thereof.

7. Enforcement. The provisions of this Declaration shall be enforceable at law and in equity by Declarants, each successive owner including the owners of properties lying easterly of the Property and, subject to the provisions of Paragraph 8 below, the City. In the event of any legal or equitable proceeding for the enforcement of or to restrain the violation of this Declaration or any provision hereof, the prevailing party therein shall be entitled to reasonable attorneys' fees in addition to any other costs to which said party is entitled therein. The failure of Declarants, any owner, or the City to enforce any provision of this Declaration shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other provision hereof.

8. Notice from City. Any remedy granted to the City pursuant to Paragraph 7 hereof shall be exercisable by the City only if the Owner shall fail to cure a violation or breach hereof after ten days' written notice from the City, or, if such cure cannot be completed within such ten-day period, if the Owner shall fail to commence to cure the same within such ten-day period and to diligently prosecute such cure to completion. Any notice given by the City pursuant to this paragraph shall be delivered to the Owner in person, or sent by U. S. mail, registered or certified, return receipt requested, postage prepaid, addressed to the Owner at the last known mailing address of Owner.

9. Release. Declarants, and each successive Owner of each Lot of the Property, hereby release the City, its officers, employees and agents from any and all claims, demands, suits or actions that the Declarants and their heirs, successors or assigns may now or in the future have arising out of or incurred as a result of water flooding, flowing over, or remaining on said Lot whether due to the natural surface water and storm water runoff from the adjoining Lot or Lots or properties or to the construction and maintenance of the private cross-lot drainage facilities and the diversion of water into said facilities. Declarants agree that the matters released herein are not limited to matters which are known or disclosed, and Declarants, for themselves and each successive Owner of a Lot of the Property, waive any and all rights and benefits they now have, or in the future may have, conferred upon them by virtue of the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

In this connection, Declarants agree, represent and warrant that they are familiar with, have read, and understand Civil Code Section 1542, and they realize and acknowledge that factual matters now unknown to them may have given, or may hereafter give rise to claims, which are presently unknown, unanticipated, and unsuspected, and Declarants further agree, represent and warrant that this Release has been negotiated and agreed upon in light of that realization and that Declarants nevertheless intend to release, discharge, and acquit the City from any such unknown claims, which are in any way related to water flooding, flowing over, or remaining upon any Lot of the Property due to natural surface water and storm water runoff or to the construction and maintenance of the private cross-lot drainage facilities and the diversion of water into such facilities.

10. Indemnification. Declarants and each successive Owner of a Lot hereby agree to defend, indemnify and hold harmless the City of Riverside, its officers, employees and agent from any and all liabilities, expenses, claims or causes of action arising out of or alleged to be caused by or resulting from water flooding, flowing over, or remaining on any property due to the construction or maintenance of the private cross-lot drainage facilities as hereinabove described on said Lot or the diversion of water into such facilities.

11. Effect of Declaration. Any person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property shall be deemed (a) to have consented and agreed to every covenant, condition, restriction and easement contained herein; and (b) to have been granted and be subject to each applicable easement described in Paragraph 5 hereof or the acceptance of surface water

runoff as described in Paragraph 6 thereof, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Property.

12. Mutuality, Reciprocity, Run with Land. All of the provisions contained herein are made for the direct, mutual and reciprocal benefit of each and every portion of the Property and create mutual, equitable servitudes upon each Lot as the servient tenement in favor of every other Lot as the dominant tenement and create reciprocal rights and obligations among the respective owners of all of the Lots, and privity of contract and estate among all grantees of the Lots, their successors and assigns in interest. In addition, each of the provisions hereof shall operate as covenants running with the land for the benefit of the Property and each Lot, and shall inure to the benefit of all owners thereof, their successors and assigns in interest, and shall apply to and bind each successive Owner of each Lot or portion thereof, their successors and assigns in interest.

13. Termination and Modification. Subject to the prior written approval of the City Council of the City of Riverside, this Declaration, and any provision contained herein, may be terminated, modified or amended as to all of the Property or any portion thereof, upon the written consent of the Owners of 75% of the total number of square feet of land area contained in the Property; provided, however, that as long as Declarants own at least 25% of the total square feet contained in the Property, no such termination, modification or amendment shall be effective without the prior written approval of Declarants. No such termination, modification or amendment shall be effective until there shall have been executed, acknowledged and recorded in the office of the Recorder of Riverside County, California, an appropriate instrument evidencing the same including the consent thereto by the City.

IN WITNESS WHEREOF, Declarants have executed this Declaration on the day and year first above written.

*Neil Safai*  
\_\_\_\_\_  
NEIL SAFAI  
*Houman Safai*  
\_\_\_\_\_  
HOUMAN SAFAI

APPROVED AS TO FORM  
*[Signature]*  
\_\_\_\_\_  
ASST. CITY ATTORNEY

BP/2488A/jm  
7/3/90

DESCRIPTION APPROVAL 7.25.90  
*George P. Hutchinson*  
\_\_\_\_\_  
SURVEYOR, CITY OF RIVERSIDE

DESCRIPTION

PARCEL 1:

LOT 96 AND A PORTION OF LOT 95 OF VICTORIA PARK ADDITION, AS SHOWN BY MAP ON FILE IN BOOK 7 OF MAPS, AT PAGE 18 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 96;

THENCE SOUTH 40 DEGREES 54' 00" WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 96 AND ALONG THE NORTHWESTERLY LINE OF SAID LOT 95, A DISTANCE OF 80.00 FEET TO A POINT THEREIN;

THENCE SOUTH 49 DEGREES 06' 00" EAST A DISTANCE OF 125.00 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 95;

THENCE NORTH 40 DEGREES 54' 00" EAST, ALONG SAID SOUTHEASTERLY LINE OF SAID LOT 95 AND ALONG THE SOUTHEASTERLY LINE OF SAID LOT 96, A DISTANCE OF 80.00 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 96;

THENCE NORTH 49 DEGREES 06' 00" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 96, A DISTANCE OF 125.00 FEET TO SAID POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTHWESTERLY 10.00 FEET THEREOF.

PARCEL 2:

LOT 94 AND THOSE PORTIONS OF LOTS 93, 95 AND 102 OF VICTORIA PARK ADDITION, AS SHOWN BY MAP ON FILE IN BOOK 7 OF MAPS, AT PAGE 18 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 96 OF SAID VICTORIA PARK ADDITION;

THENCE SOUTH 40 DEGREES 54' 00" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 96 AND ALONG THE NORTHWESTERLY LINE OF SAID LOT 95 OF SAID VICTORIA PARK ADDITION, A DISTANCE OF 80.00 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING SOUTH 40 DEGREES 54' 00" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 95, A DISTANCE OF 20.00 FEET TO THE MOST WESTERLY CORNER THEREOF; SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF SAID LOT 94;

THENCE SOUTH 38 DEGREES 44' 00" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 94 AND ALONG THE NORTHWESTERLY LINE OF SAID LOT 93, A DISTANCE OF 60.00 FEET TO A POINT THEREIN;

THENCE SOUTH 51 DEGREES 16' 00" EAST, A DISTANCE OF 132.06 FEET, MORE OR LESS, TO THE WEST LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO HAROLD COMPERE AND JOAN COMPERE, BY DEED RECORDED AUGUST 21, 1926, IN BOOK 688, PAGE 182 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 03 DEGREES 28' 47" EAST, ALONG SAID WESTERLY LINE OF SAID PARCEL AS CONVEYED, A DISTANCE OF 12.25 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 94;

THENCE NORTH 38 DEGREES 44' 00" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 94, A DISTANCE OF 47.64 FEET TO THE MOST EASTERLY CORNER THEREOF; SAID POINT ALSO BEING THE

EXHIBIT A

MOST SOUTHERLY CORNER OF SAID LOT 95;

THENCE NORTH 40 DEGREES 54' 00" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 95, A DISTANCE OF 17.64 FEET TO A POINT THEREIN;

THENCE NORTH 49 DEGREES 06' 00" WEST, A DISTANCE OF 125.00 FEET TO SAID TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTHWESTERLY 10.00 FEET THEREOF.

PARCEL 3:

THOSE PORTIONS OF LOTS 92 AND 93 AND 102 OF VICTORIA PARK ADDITION, AS SHOWN BY MAP ON FILE IN BOOK 7 OF MAPS, AT PAGE 18 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 96 OF SAID VICTORIA PARK ADDITION;

THENCE SOUTH 40 DEGREES 54' 00" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 96 AND ALONG THE NORTHWESTERLY LINE OF LOT 95 OF SAID VICTORIA PARK ADDITION, A DISTANCE OF 100.00 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 95;

THENCE SOUTH 38 DEGREES 44' 00" WEST, ALONG THE NORTHWESTERLY LINE OF LOT 94 OF SAID VICTORIA PARK ADDITION, AND ALONG THE NORTHWESTERLY LINE OF LOT 93, A DISTANCE OF 60.00 FEET TO A POINT IN THE NORTHWESTERLY LINE OF SAID LOT 93; SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 38 DEGREES 44' 00" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 93 AND ALONG THE NORTHWESTERLY LINE OF SAID LOT 92, A DISTANCE OF 90.00 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 92;

THENCE SOUTH 65 DEGREES 01' 12" EAST, ALONG THE NORTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO RICHARD S. ROSENBERG AND KAREN M. ROSENBERG AS PARCEL 3 BY DEED RECORDED JULY 3, 1973, AS INSTRUMENT NO. 87422, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, A DISTANCE OF 171.74 FEET, MORE OR LESS, TO THE WEST LINE OF THAT CERTAIN PARCEL CONVEYED TO HAROLD COMPERE AND JOAN COMPERE, BY DEED RECORDED AUGUST 21, 1926, IN BOOK 688, PAGE 182 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 03 DEGREES 28' 47" EAST, ALONG SAID WEST LINE OF THE PARCEL SO CONVEYED TO COMPERE AS AFORESAID, A DISTANCE OF 60.21 FEET TO A POINT THEREIN;

THENCE NORTH 51 DEGREES 16' 00" WEST, A DISTANCE OF 132.06 FEET TO SAID TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTHWESTERLY 10.00 FEET THEREOF.

THE ABOVE PARCELS WERE CREATED BY THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED APRIL 11, 1986, AS INSTRUMENT NO. 84100, OFFICIAL RECORDS OF RIVERSIDE COUNTY.



## LEGAL DESCRIPTION

Those portions of Lots 94 and 95 of Victoria Park Addition, as shown by map in file in Book 7 of Maps, at page 18 thereof, Records of Riverside County, California, being a strip of land, 5.00 feet in width, lying 2.50 feet on each side of the following described centerline:

COMMENCING at the most easterly corner of Parcel 2 described in EXHIBIT "A" attached hereto;

THENCE North  $49^{\circ}06'00''$  West along the northeasterly line of said Parcel 2, a distance of 6.88 feet to a point therein for the TRUE POINT OF BEGINNING, said point being in a nontangent curve, concave to the northwest, having a radius of 18.00 feet, the radial line at said point bears South  $22^{\circ}42'44''$  East;

THENCE southwesterly along said curve, to the right, through a central angle of  $23^{\circ}52'24''$ , an arc distance of 7.50 feet to a point of reverse curvature with a curve, concave to the southeast, having a radius of 18.00 feet, the radial line at said point bears South  $01^{\circ}09'40''$  West;

THENCE southwesterly along said curve, to the left, through a central angle of  $77^{\circ}09'40''$ , an arc distance of 24.24 feet to the end thereof;

THENCE South  $14^{\circ}00'00''$  West, a distance of 22.25 feet to the beginning of a tangent curve, concave to the northwest, having a radius of 18.00 feet;

THENCE southwesterly along said curve, to the right, through a central angle of  $61^{\circ}50'45''$ , an arc distance of 19.43 feet, to a point of reverse curvature with a curve, concave to the southeast, having a radius of 18.00 feet, the radial line at said point bears South  $14^{\circ}09'15''$  East;

**EXHIBIT B**

THENCE southwesterly along said curve, to the left, through a central angle of  $32^{\circ}38'41''$ , an arc distance of 10.26 feet to a point in the southwesterly line of said Parcel 2, the radial line at said point bears North  $46^{\circ}47'56''$  West, said point bears North  $51^{\circ}16'00''$  West, a distance of 19.75 feet from the most southerly corner of said Parcel 2, for the end of this centerline description.

The side lines of said 5.00 foot wide strip of land shall be prolonged or shortened so as to terminate in the northeasterly and southwesterly lines of said Parcel 2.

PREPARED UNDER MY SUPERVISION:

Matthew E. Webb  
Matthew E. Webb, L.S. 5529

6/27/90  
Date

Prepared by: HLM  
Checked by: SLW



## Parcel 1:

Lot 96 and a portion of Lot 95 of Victoria Park Addition, as shown by Map on file in Book 7 of Maps, at Page 18 thereof, Records of Riverside County, California, described as follows:

Beginning at the most northerly corner of said Lot 96;

Thence South  $40^{\circ} 54' 00''$  West along the northwesterly line of said Lot 96 and along the northwesterly line of said Lot 95, a distance of 80.00 feet to a point therein;

Thence South  $49^{\circ} 06' 00''$  East, a distance of 125.00 feet to a point in the southeasterly line of said Lot 95;

Thence North  $40^{\circ} 54' 00''$  East along said southeasterly line of said Lot 95 and along the southeasterly line of said Lot 96, a distance of 80.00 feet to the most easterly corner of said Lot 96;

Thence North  $49^{\circ} 06' 00''$  West along the northeasterly line of said Lot 96, a distance of 125.00 feet to said point of beginning.

EXCEPTING THEREFROM the northwesterly 10.00 feet thereof.

## Parcel 2:

Lot 94 and those portions of Lots 93, 95 and 102 of Victoria Park Addition, as shown by map on file in Book 7 of Maps, at Page 18 thereof, Records of Riverside County, California, described as follows:

Commencing at the most northerly corner of Lot 96 of said Victoria Park Addition;

Thence South  $40^{\circ} 54' 00''$  West along the northwesterly line of said Lot 96 and along the northwesterly line of said Lot 95 of said Victoria Park Addition, a distance of 80.00 feet to the TRUE POINT OF BEGINNING.

Thence continuing South  $40^{\circ} 54' 00''$  West along the northwesterly line of said Lot 95, a distance of 20.00 feet to the most westerly corner thereof, said point also being the most northerly corner of said Lot 94;

Thence South  $38^{\circ} 44' 00''$  West along the northwesterly line of said Lot 94 and along the northwesterly line of said Lot 93, a distance of 60.00 feet to a point therein;

Thence South  $51^{\circ} 16' 00''$  East, a distance of 132.06 feet, more or less, to the west line of that certain parcel of land conveyed to Harold Compere and Joan Compere, by Deed recorded August 21, 1926, in Book 688, Page 182 of Deeds, Records of Riverside County, California;

Thence North  $03^{\circ} 28' 47''$  East along said westerly line of said Parcel as conveyed, a distance of 12.25 feet to the most southerly corner of said Lot 94;

Thence North  $38^{\circ} 44' 00''$  East along the southeasterly line of said Lot 94, a distance of 47.64 feet to the most easterly corner thereof, said point also being the most southerly corner of said Lot 95;

Thence North  $40^{\circ} 54' 00''$  East along the southeasterly line of said Lot 95, a distance of 17.64 feet to a point therein;

Thence North 49° 06' 00" West, a distance of 125.00 feet to said TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM the northwesterly 10.00 feet thereof.

Parcel 3:

Those portions of Lots 92 and 93 and 102 of Victoria Park Addition, as shown by Map on file in Book 7 of Maps, at Page 18 thereof, Records of Riverside County, California, described as follows:

Commencing at the most northerly corner of Lot 96 of said Victoria Park Addition;

Thence South 40° 54' 00" West along the northwesterly line of said Lot 96 and along the northwesterly line of Lot 95 of said Victoria Park Addition, a distance of 100.00 feet to the most westerly corner of said Lot 95;

Thence South 38° 44' 00" West along the northwesterly line of Lot 94 of said Victoria Park Addition and along the northwesterly line of Lot 93, a distance of 60.00 feet to a point in the northwesterly line of said Lot 93, said point being the TRUE POINT OF BEGINNING;

Thence continuing South 38° 44' 00" West along the northwesterly line of said Lot 93 and along the northwesterly line of said Lot 92, a distance of 90.00 feet to the most westerly corner of said Lot 92;

Thence South 65° 01' 12" East along the northeasterly line of that certain parcel of land conveyed to Richard S. Rosenberg and Karen M. Rosenberg as Parcel 3 by Deed recorded July 3, 1973, as Instrument No. 87422, Official Records of Riverside County, California, a distance of 171.74 feet, more or less, to the west line of that certain Parcel conveyed to Harold Compere and Joan Compere, by Deed recorded August 21, 1926, in Book 688, Page 182 of Deeds, Records of Riverside County, California;

Thence North 03° 28' 47" East along said west line of the Parcel so conveyed to Compere as aforesaid, a distance of 60.21 feet to a point therein;

Thence North 51° 16' 00" West, a distance of 132.06 feet to said TRUE POINT OF BEGINNING.

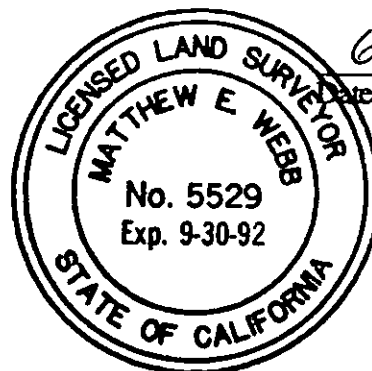
EXCEPTING THEREFROM the northwesterly 10.00 feet thereof.

The above Parcels were created by that certain certificate of compliance recorded April 11, 1986, as Instrument No. 84100, Official Records of Riverside County.

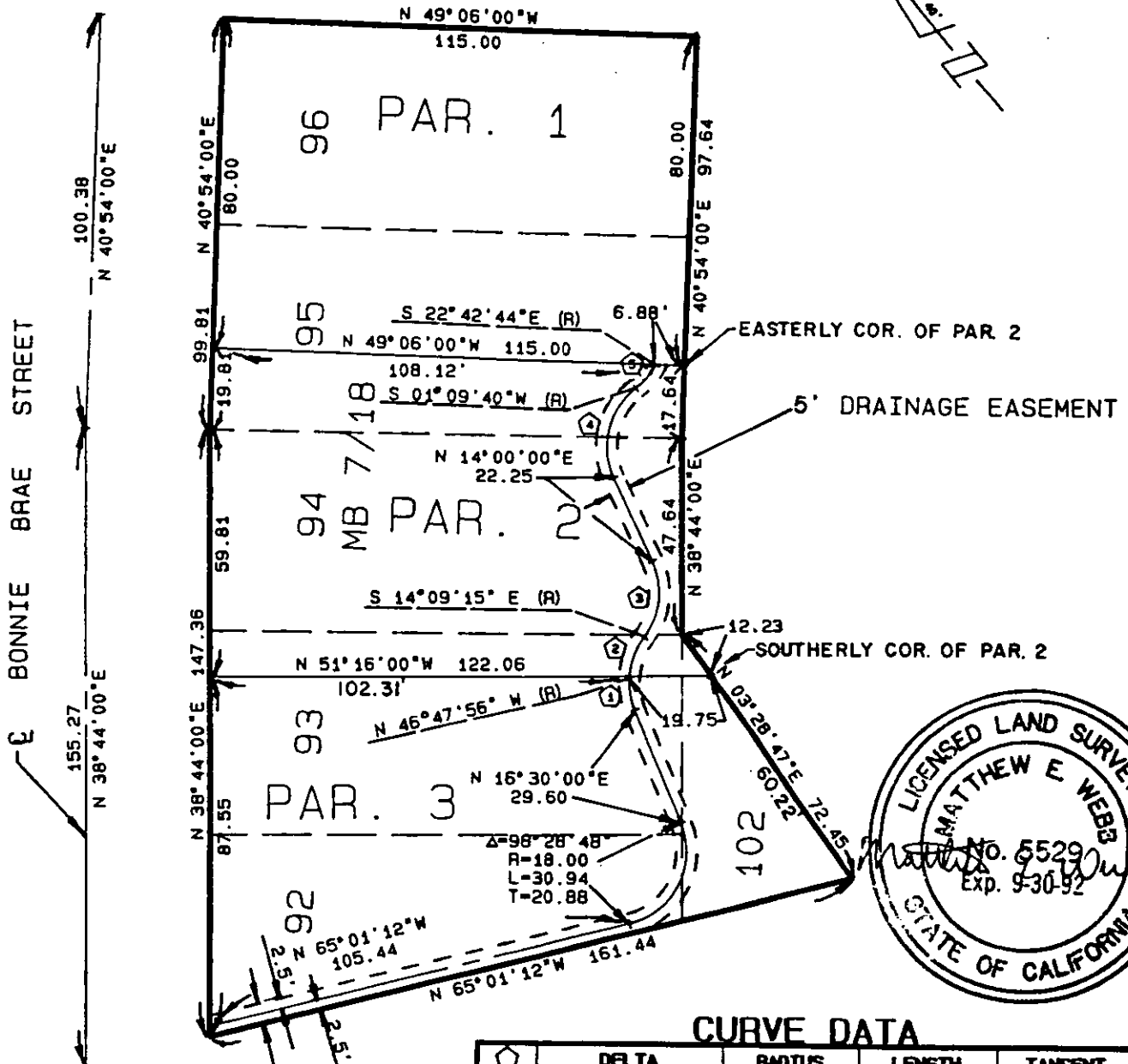
PREPARED UNDER MY SUPERVISION:

Matthew E. Webb  
Matthew E. Webb, L.S. 5529

Prepared by: JEW  
Checked by: ALC



# EXHIBIT "B"



### CURVE DATA

POINT	DELTA	RADIUS	LENGTH	TANGENT
1	26° 42' 04"	18.00	8.39	4.27
2	32° 38' 41"	18.00	10.26	5.27
3	61° 50' 45"	18.00	19.43	10.78
4	77° 09' 40"	18.00	24.24	14.36
5	23° 52' 24"	18.00	7.50	3.81

## CITY OF RIVERSIDE

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL (S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

89-355

SCALE: 1" = 40'

DRAWN BY SJH DATE 6/27/90

SUBJECT: DRAINAGE EASEMENT

## LEGAL DESCRIPTION

Those portions of Lots 92, 93, and 102 of Victoria Park Addition, as shown by map on file in Book 7 of Maps, at page 18 thereof Records of Riverside County, California, being a strip of land, 5.00 in feet in width, lying 2.50 feet on each side of the following described centerline:

COMMENCING at the most southerly corner of Parcel 2 described in EXHIBIT "A" attached hereto;

THENCE North  $51^{\circ}16'00''$  West along the southwesterly line of said Parcel 2 and the northeasterly line of Parcel 3 described in Exhibit "A" attached hereto, a distance of 19.75 feet to a point therein for the TRUE POINT OF BEGINNING, said point being in a non-tangent curve concave to the southeast, having a radius of 18.00 feet, the radial line at said point bears North  $46^{\circ}47'56''$  West;

THENCE southwesterly along said curve, to the left, through a central angle of  $26^{\circ}42'04''$ , an arc distance of 8.39 feet to the end thereof;

THENCE South  $16^{\circ}30'00''$  West, a distance of 29.60 feet to the beginning of a tangent curve, concave to the northwest, having a radius of 18.00 feet;

THENCE southwesterly along said curve, to the right, through a central angle of  $98^{\circ}28'48''$  an arc distance of 30.94 feet to the end thereof, said point being in a line parallel with and distant northeasterly 2.50 feet, measured at a right angle, from the southwesterly line of said Parcel 3;

EXHIBIT C

THENCE North 65°01'12" West along said parallel line, a distance of 105.44 feet to a point in the northwesterly line of said Parcel 3 for the end of this centerline description.

The side lines of said 5.00 foot wide strip of land shall be prolonged or shortened so as to terminate in the northeasterly and northwesterly lines of said Parcel 3.

PREPARED UNDER MY SUPERVISION:

Matthew E. Webb  
Matthew E. Webb, L.S. 5529

6/27/90  
Date

Prepared by: MEW  
Checked by: MEW



## Parcel 1:

Lot 96 and a portion of Lot 95 of Victoria Park Addition, as shown by Map on file in Book 7 of Maps, at Page 18 thereof, Records of Riverside County, California, described as follows:

Beginning at the most northerly corner of said Lot 96;

Thence South 40° 54' 00" West along the northwesterly line of said Lot 96 and along the northwesterly line of said Lot 95, a distance of 80.00 feet to a point therein;

Thence South 49° 06' 00" East, a distance of 125.00 feet to a point in the southeasterly line of said Lot 95;

Thence North 40° 54' 00" East along said southeasterly line of said Lot 95 and along the southeasterly line of said Lot 96, a distance of 80.00 feet to the most easterly corner of said Lot 96;

Thence North 49° 06' 00" West along the northeasterly line of said Lot 96, a distance of 125.00 feet to said point of beginning.

EXCEPTING THEREFROM the northwesterly 10.00 feet thereof.

## Parcel 2:

Lot 94 and those portions of Lots 93, 95 and 102 of Victoria Park Addition, as shown by map on file in Book 7 of Maps, at Page 18 thereof, Records of Riverside County, California, described as follows:

Commencing at the most northerly corner of Lot 96 of said Victoria Park Addition;

Thence South 40° 54' 00" West along the northwesterly line of said Lot 96 and along the northwesterly line of said Lot 95 of said Victoria Park Addition, a distance of 80.00 feet to the TRUE POINT OF BEGINNING.

Thence continuing South 40° 54' 00" West along the northwesterly line of said Lot 95, a distance of 20.00 feet to the most westerly corner thereof, said point also being the most northerly corner of said Lot 94;

Thence South 38° 44' 00" West along the northwesterly line of said Lot 94 and along the northwesterly line of said Lot 93, a distance of 60.00 feet to a point therein;

Thence South 51° 16' 00" East, a distance of 132.06 feet, more or less, to the west line of that certain parcel of land conveyed to Harold Compere and Joan Compere, by Deed recorded August 21, 1926, in Book 688, Page 182 of Deeds, Records of Riverside County, California;

Thence North 03° 28' 47" East along said westerly line of said Parcel as conveyed, a distance of 12.25 feet to the most southerly corner of said Lot 94;

Thence North 38° 44' 00" East along the southeasterly line of said Lot 94, a distance of 47.64 feet to the most easterly corner thereof, said point also being the most southerly corner of said Lot 95;

Thence North 40° 54' 00" East along the southeasterly line of said Lot 95, a distance of 17.64 feet to a point therein;



Thence North 49° 06' 00" West, a distance of 125.00 feet to said TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM the northwesterly 10.00 feet thereof.

Parcel 3:

Those portions of Lots 92 and 93 and 102 of Victoria Park Addition, as shown by Map on file in Book 7 of Maps, at Page 18 thereof, Records of Riverside County, California, described as follows:

Commencing at the most northerly corner of Lot 96 of said Victoria Park Addition;

Thence South 40° 54' 00" West along the northwesterly line of said Lot 96 and along the northwesterly line of Lot 95 of said Victoria Park Addition, a distance of 100.00 feet to the most westerly corner of said Lot 95;

Thence South 38° 44' 00" West along the northwesterly line of Lot 94 of said Victoria Park Addition and along the northwesterly line of Lot 93, a distance of 60.00 feet to a point in the northwesterly line of said Lot 93, said point being the TRUE POINT OF BEGINNING;

Thence continuing South 38° 44' 00" West along the northwesterly line of said Lot 93 and along the northwesterly line of said Lot 92, a distance of 90.00 feet to the most westerly corner of said Lot 92;

Thence South 65° 01' 12" East along the northeasterly line of that certain parcel of land conveyed to Richard S. Rosenberg and Karen M. Rosenberg as Parcel 3 by Deed recorded July 3, 1973, as Instrument No. 87422, Official Records of Riverside County, California, a distance of 171.74 feet, more or less, to the west line of that certain Parcel conveyed to Harold Compere and Joan Compere, by Deed recorded August 21, 1926, in Book 688, Page 182 of Deeds, Records of Riverside County, California;

Thence North 03° 28' 47" East along said west line of the Parcel so conveyed to Compere as aforesaid, a distance of 60.21 feet to a point therein;

Thence North 51° 16' 00" West, a distance of 132.06 feet to said TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM the northwesterly 10.00 feet thereof.

The above Parcels were created by that certain certificate of compliance recorded April 11, 1986, as Instrument No. 84100, Official Records of Riverside County.

PREPARED UNDER MY SUPERVISION:

*Matthew E. Webb*

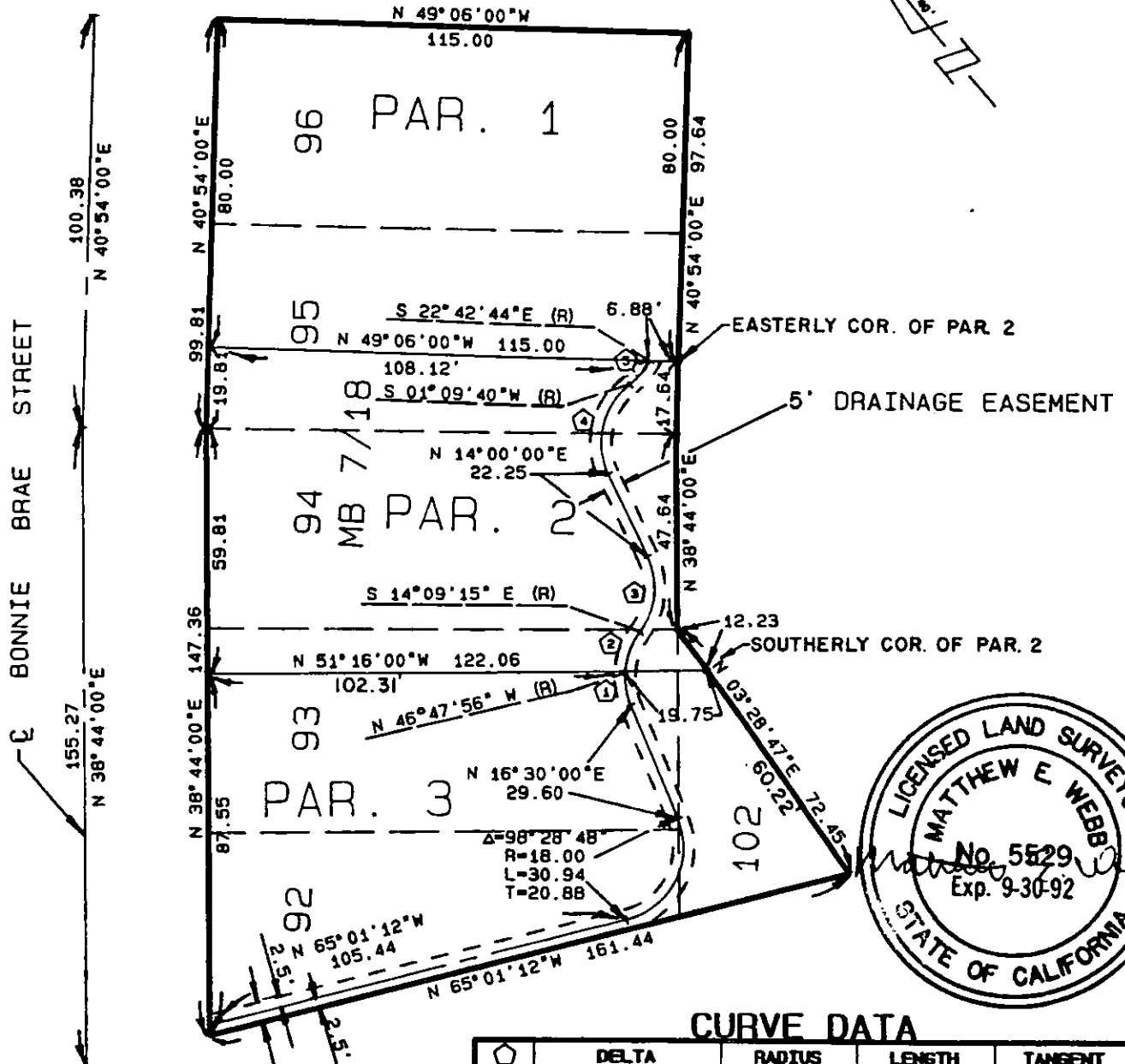
Matthew E. Webb, L.S. 5529

Prepared by: *EW*  
Checked by: *JH*

6/27/90  
Date



# EXHIBIT "B"



### CURVE DATA

Δ	DELTA	RADIUS	LENGTH	TANGENT
①	26° 42' 04"	18.00	8.39	4.27
②	32° 38' 41"	18.00	10.26	5.27
③	61° 50' 45"	18.00	19.43	10.78
④	77° 09' 40"	18.00	24.24	14.36
⑤	23° 52' 24"	18.00	7.50	3.81

## CITY OF RIVERSIDE

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL (S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

89-355

SCALE: 1" = 40'

DRAWN BY SJH DATE 6/27/90

SUBJECT: DRAINAGE EASEMENT