

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

207878

WE SAID THIS WAS
PICTURED CORRECTLY
1-20-84

RECEIVED FOR RECORD
AT 9 00 O'CLOCK A.M.
At Request of
FIRST AMERICAN TITLE COMPANY
OF RIVERSIDE

Book 1983, Page 207878

OCT - 7 1983

Recorded in Official Records
of Riverside County, California

William J. Conroy
Recorder

Fees \$

COVENANT AND AGREEMENT
FOR
DRAINAGE RELEASE

8

THIS COVENANT AND AGREEMENT is made and entered into this 23rd day
of May 1983, by ROYAL CARRIAGE ESTATES INC., a California corporation,
the fee owner of the real property located in the City of Riverside, County of
Riverside, State of California, described as follows:

That portion of Lot 2 of the BIXMILL TRACT, as shown by map on file in
Book 16, pages 28 through 30, inclusive, of Maps, Records of Riverside County,
California, more particularly described as follows:

Commencing at the northeast corner of Lot "F" (Jurupa Avenue) of Tract No.
6537-2, as shown by map on file in Book 86 of Maps, at pages 49 through 50
inclusive thereof, Records of Riverside County, California, said point being in
the west line of that certain parcel of land conveyed to the City of Riverside as
Parcel 1 by deed recorded April 2, 1962, as Instrument No. 30053 of Official Records
of Riverside County, California;

Thence North 00° 23' 09" East, along the west line of the parcel conveyed to
the City of Riverside as aforesaid, a distance of 676.09 feet to a point
therein;

Thence North 89° 36' 51" West, a distance of 183.00 feet;

Thence North 59° 21' 38" West, a distance of 179.66 feet;

Thence North 89° 30' 30" West, a distance of 166.17 feet;

Thence North 55° 21' 42" West, a distance of 101.44 feet;

Thence North 24° 57' 46" East, a distance of 32.19 feet;

Thence North 65° 02' 14" West, a distance of 176.00 feet;

Thence South 24° 57' 46" West, a distance of 14.27 feet;

Thence North 65° 02' 14" West, a distance of 166.00 feet;

Thence South 24° 57' 46" West, a distance of 30.33 feet;

Thence North 65° 02' 14" West, a distance of 110.00 feet to a point in the
southeasterly line of that certain parcel of land conveyed to Mono Power Company
by Deed recorded July 10, 1972 as Instrument No. 90276 of Official Records of
Riverside County, California;

Thence North 24° 57' 46" East along said southeasterly line, a distance of
325.00 feet to a point therein for the TRUE POINT OF BEGINNING:

Thence South 65° 02' 14" East, a distance of 108.82 feet to a point in a
non-tangent curve, concave to the West, having a radius of 167.00 feet,
the radial line at said point bears South 71° 50' 32" East;

Thence Northerly along said curve, to the left, through a central angle of
29° 07' 01", an arc distance of 84.87 feet to a point therein, the radial
line at said point bears North 79° 02' 27" East;

Thence North 79° 02' 27" East, a distance of 66.00 feet;

Thence South 84° 42' 24" East, a distance of 137.86 feet to an angle point in
the northerly line of said Lot 2;

Thence North 00° 28' 00" East along the boundary line of said Lot 2, a distance
of 329.78 feet to an angle point therein;

Thence North 89° 30' 25" West along the north line of said Lot 2, a distance
of 137.08 feet to the northeast corner of the parcel conveyed to Mono Power
Company as aforesaid;

Thence South 24° 57' 46" West along said southeasterly line of the parcel so
conveyed a distance of 406.63 feet to the true point of beginning.

DESCRIPTION APPROVAL
By *George P. Hiltner* 3/11/83 by *W.F.*

CIA-89

207878
S78202

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned hereby agrees to accept on the above-described property the storm flow and nuisance drainage waters, hereafter referred to as "drainage waters", being discharged from the publicly dedicated street known as Idyllwild Lane.

The undersigned acknowledges that construction of private drainage swales and/or other private drainage facilities may be required across that portion of the above-described property shown as shaded area on the attached plat marked as Exhibit A, to convey said drainage waters from the aforementioned public street. The undersigned agrees to maintain said private drainage swales and/or other private drainage facilities in a manner as to not block or impede in any manner the flow of said drainage waters from said Idyllwild Lane.

The undersigned hereby agrees to release the City of Riverside, its officers and employees from any and all claims, demands, suits or other actions that the undersigned may now or in the future have arising out of or incurred as a result of water discharged from said Idyllwild Lane flooding, flowing over or remaining on the above-described property.

This Covenant and Agreement shall run with the land and shall be binding upon the undersigned, their heirs, successors and assigns, and shall continue in effect until such time as released by the City Council of the City of Riverside, California, or until said Idyllwild Lane is extended onto or through the above-described property and accepted by the City of Riverside.

ROYAL CARRIAGE ESTATES INC.

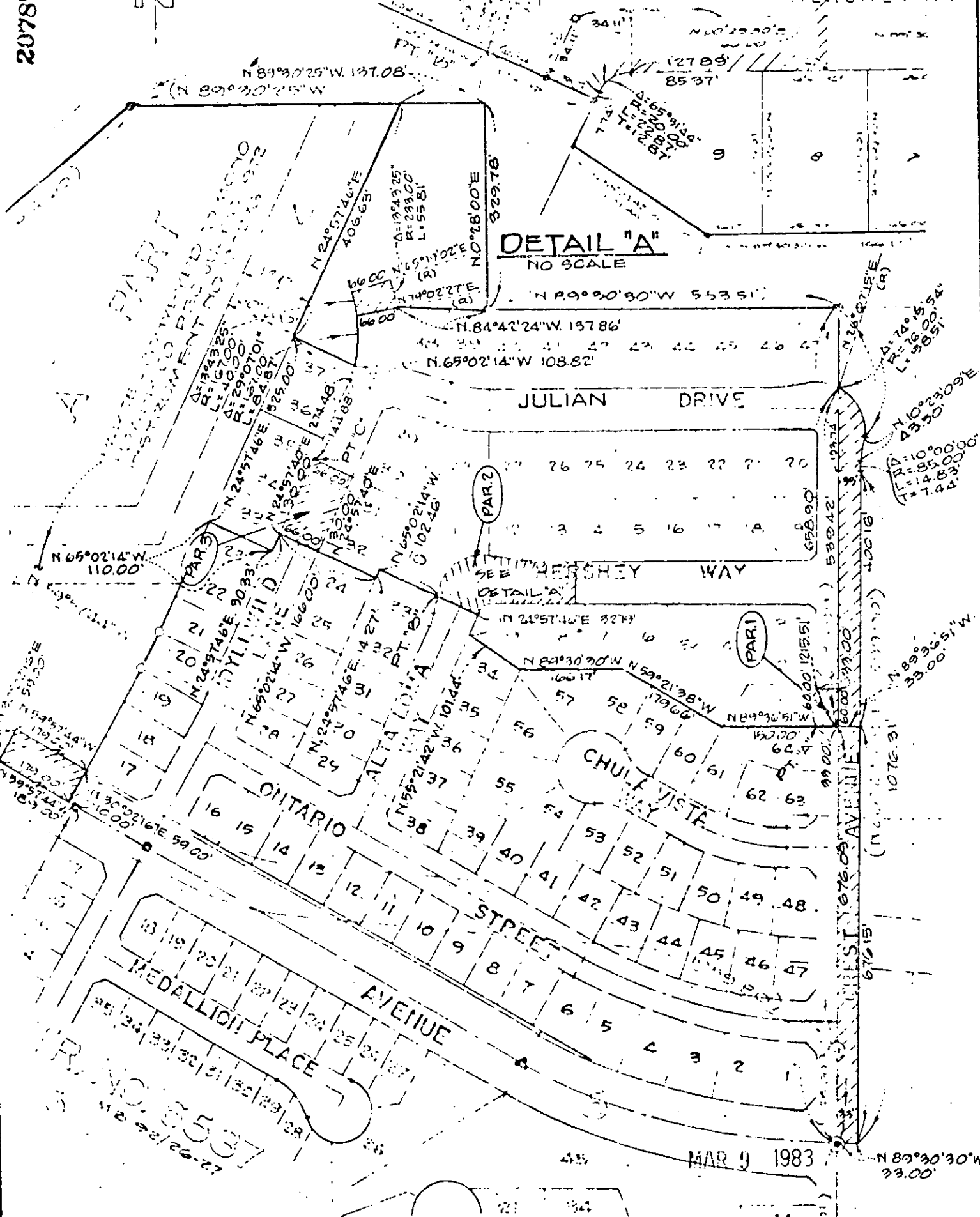
By: J. Andrews
Jay A. Andrews, President

APPROVED AS TO FORM
J. Andrews
ATTY. CITY ATT. ANKR

207878



HERSHEY WY.



DETAIL "A"
NO SCALE

JULIAN DRIVE

HERSHEY WAY

CHULY VISTA

ONTARIO AVENUE

STREETS

MEDALLION PLACE

ALTA LINDA

EXHIBIT "A"

• CITY OF RIVERSIDE, CALIFORNIA •

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

77 56

SCALE 1" = 40'

DRAWN BY W.M. DATE 1/2/83

SUBJECT TRACT NO. 7110-1

CIA-89

MAR 9 1983