

228177

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

When recorded, please mail to:  
City of Riverside  
City Hall  
3900 Main Street  
Riverside, CA. 92522

RECEIVED FOR RECORD  
Min. Past 4 o'clock P.M.  
At Request of  
FIRST AMERICAN TITLE CO.  
Book 1981, Page 228177  
DEC-9 1981  
Recorded in Official Records  
of Riverside County, California  
D. S. S. Recorder  
FEES \$ 10

COVENANT AND AGREEMENT  
FOR STORM DRAIN EASEMENT AND FACILITIES  
PARCEL MAP NO. 17607

THIS COVENANT AND AGREEMENT is made and entered into this 1st day of December, 1981, by EUCALYPTUS PARTNERS, LTD., a limited partnership, the owner of record of the following described real property located in the City of Riverside, County of Riverside, State of California.

Parcel 1

Parcel 1 of Parcel Map No. 17607, as shown by map on file in Book 99 of Parcel Maps, at page 13 thereof, Records of Riverside County, California.

Parcel 2

Parcel 2 of Parcel Map No. 17607, as shown by map on file in Book 99 of Parcel Maps, at page 13 thereof, Records of Riverside County, California.

Parcel 3

Parcel 3 of Parcel Map No. 17607, as shown by map on file in Book 99 of Parcel Maps, at page 13 thereof, Records of Riverside County, California.

Parcel 4

Parcel 4 of Parcel Map No. 17607, as shown by map on file in Book 99 of Parcel Maps, at page 13 thereof, Records of Riverside County, California.

DESCRIPTION APPROVAL  
BY *George P. Hatcher* 2/8/81  
Surveyor

228177

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

For the purpose of complying with the conditions imposed by the City of Riverside, California, for the approval of Parcel Map No. 17607, the tentative map of which was approved by the Planning Commission on April 9, 1981, the undersigned hereby covenants and agrees with said City of Riverside that a reciprocal private easement for the construction, maintenance, repair and replacement of storm drain facilities, and for ingress and egress in connection therewith, for the mutual benefit of Parcels 1, 2, 3, and 4 is hereby established in, over, along, and across a portion of said parcels described as follows:

All those portions of Parcels 1 and 4 of Parcel Map No. 17607, as shown by map on file in Book 77 of Parcel Maps, at page 13 thereof, Records of Riverside County, California, lying within a strip of land 12.00 feet in width, the centerline of which is described as follows:

Commencing at the northwest corner of said Parcel 4;

Thence South 11° 16' 35" East along the westerly line of said Parcel 4, a distance of 6.12 feet to a point in a line parallel with and distant southerly 6.00 feet, measured at right angles, from the northerly line of said Parcel 4 for the TRUE POINT OF BEGINNING:

Thence North 89° 34' 20" East along said parallel line, a distance of 442.31 feet to the beginning of a tangent curve, concave to the northwest, having a radius of 50.00 feet;

Thence northeasterly along said curve, to the left, through a central angle of 55° 50' 55", an arc distance of 48.74 feet to the end thereof;

Thence North 33° 43' 25" East, a distance of 96.00 feet;

Thence North 78° 43' 25" East, a distance of 5.00 feet to a point in the easterly line of said Parcel 1 of Parcel Map No. 17607, distant thereon South 11° 16' 35" East, a distance of 227.76 feet, more or less, from the northeast corner of said Parcel 1.

The sidelines of said easement shall be prolonged or shortened so as to terminate westerly in the westerly line of said Parcel 4 and easterly in the easterly line of said Parcel 1.

DESCRIPTION APPROVAL  
BY *[Signature]*  
Surrever

228177

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

The maintenance of the storm drain facilities to be constructed in the above described reciprocal easement shall be borne by the undersigned, its successors and assigns in the following percentages:

Parcel 1	25%
Parcel 2	12-1/2%
Parcel 3	12-1/2%
Parcel 4	50%

And further for the purpose of complying with the conditions imposed by the City of Riverside, California, the undersigned hereby covenants and agrees with said City of Riverside that an easement for drainage purposes and for ingress and egress in connection therewith for the benefit of Parcel 2 is hereby established in, over, along and across that certain parcel of land described as follows:

The northeasterly 10.00 feet of Parcel 3 of Parcel Map No. 17607, as shown by map on file in Book 99 of Parcel Maps, at page 13 thereof, Records of Riverside County, California.

The undersigned, its successors and assigns shall defend, indemnify and hold harmless the City of Riverside, its officers and employees from and against any and all claims, demands, suits or actions for personal injury, including death, or property damage arising out of or incurred as a result of the construction, and maintenance of the storm drain facilities.

In the event the undersigned shall sell or convey any of said Parcels 1, 2, 3, and 4 of Parcel Map No. 17607, it is further covenanted and agreed that as said parcels are conveyed, the undersigned shall grant or reserve said easements as appropriate to insure that the owner of said parcel or parcels so conveyed shall have easements for ingress and egress and storm drain facilities from Box Springs Boulevard, in, over, along, and across said Parcels 1, 2, 3, and 4.

DESCRIPTION APPROVAL  
of [Signature] 2/2/81 by [Signature] WJF  
Surveyor

228177

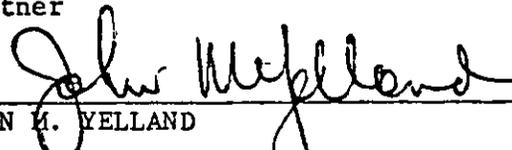
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

This Covenant and Agreement shall run with the land and shall be binding upon the undersigned, its successors and assigns, and shall continue in effect until such time as released by the City of Riverside, California.

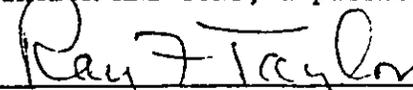
Should the City of Riverside bring any action to enforce the terms of this Covenant and Agreement, the undersigned, its successors and assigns shall pay the City of Riverside its court costs and reasonable attorney's fees.

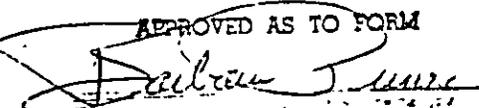
IN WITNESS WHEREOF, the undersigned has caused this Covenant and Agreement to be executed the day and year first above written.

EUCALYPTUS PARTNERS LTD., a limited partnership  
Composed of John M. Yelland, General Partner,  
and Taylor and Sons, a partnership, General  
Partner

  
\_\_\_\_\_  
JOHN M. YELLAND

TAYLOR AND SONS, a partnership

By:   
\_\_\_\_\_  
RAY F. TAYLOR, General Partner

APPROVED AS TO FORM  


228177

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20

This Covenant and Agreement shall run with the land and shall be binding upon the undersigned, its successors and assigns, and shall continue in effect until such time as released by the City of Riverside, California.

Should the City of Riverside bring any action to enforce the terms of this Covenant and Agreement, the undersigned, its successors and assigns shall pay the City of Riverside its court costs and reasonable attorney's fees.

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

EUCALYPTUS PARTNERS LTD., a limited partnership  
Composed of John M. Yelland, General Partner,  
and Taylor and Sons, a partnership, General Partner

*John M. Yelland*  
\_\_\_\_\_  
JOHN M. YELLAND

TAYLOR AND SONS, a partnership

TO 1948 CA (8-74)  
(Partnership)

STATE OF CALIFORNIA  
COUNTY OF Riverside } SS.

 TITLE INSURANCE  
AND TRUST  
A TICO COMPANY

On December 1, 1981  
before me, the undersigned, a Notary Public in and for said State, personally appeared  
John M. Yelland

to be one ~~general~~ known to me  
of the ~~partners~~ of the partnership  
that executed the within instrument, and acknowledged to me  
that such partnership executed the same.

WITNESS my hand and official seal.

Signature Alice A. Flodine  
Alice A. Flodine

 OFFICIAL SEAL  
ALICE A. FLODINE  
NOTARY PUBLIC - CALIFORNIA  
RIVERSIDE COUNTY  
My comm. expires SEP 16, 1984  
3768 McCray Street, Riverside, CA 92506

RFM  
*Handwritten initials*

C/A-82

228177  
STAPLE HERE

NOTARY ACKNOWLEDGEMENT

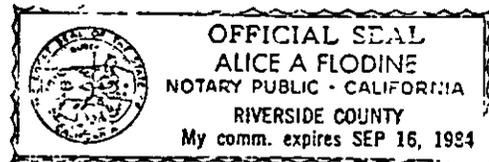
228177

State of California) ss  
County of Riverside)

On this 1st. day of December, 1981, before me, the undersigned, a Notary Public in and for said state, personally appeared Ray F. Taylor, known to me to be a General Partner of Taylor and Sons, the partnership that executed the within instrument and known to me to be the person who executed the within instrument on behalf of said partnership, said partnership being known to me to be one of the partners of Eucalyptus Partners Ltd., the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same as such partner and that such partnership executed the same.

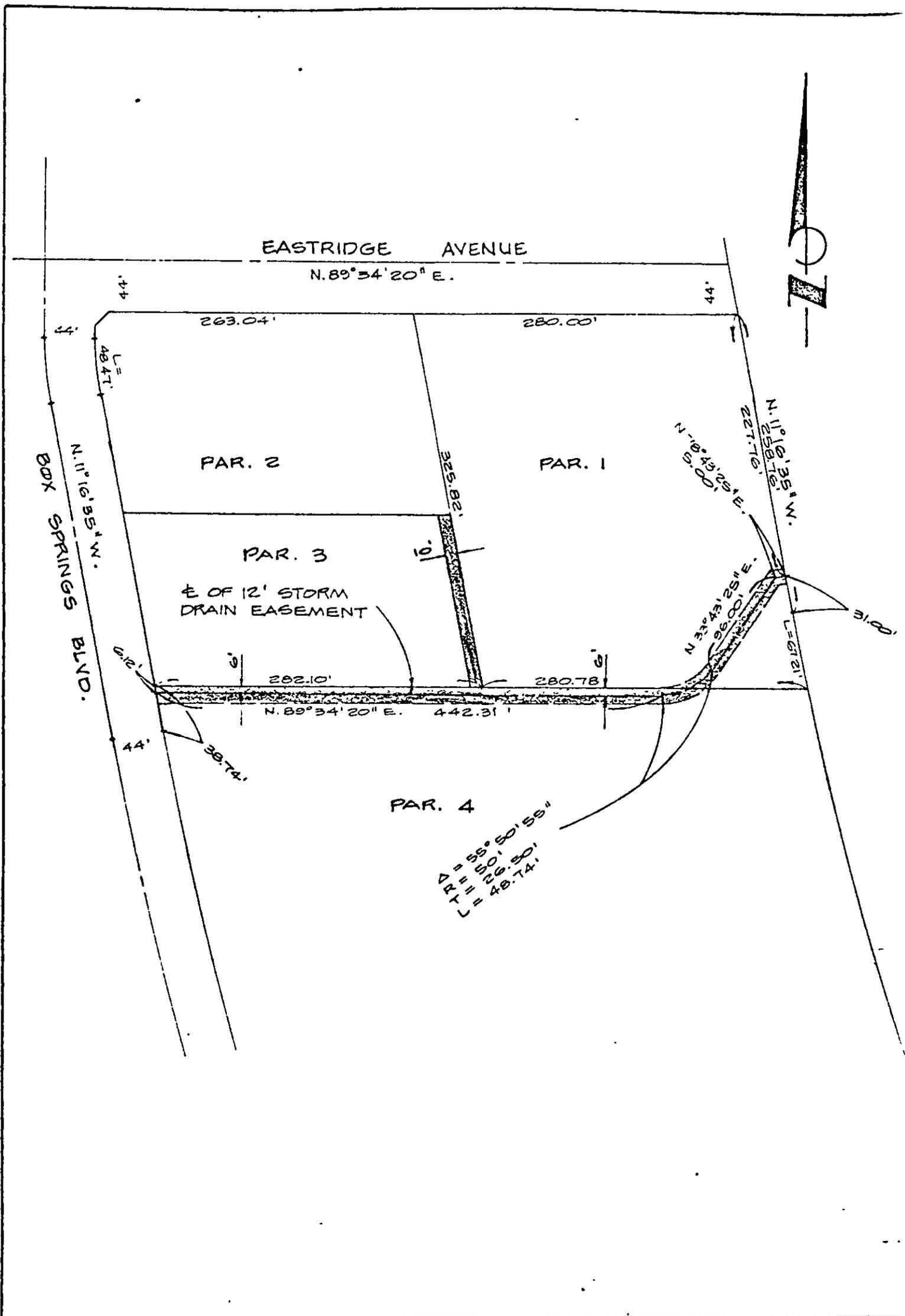
WITNESS my hand and official seal.

Signature *Alice A. Flodine*  
Alice A. Flodine



3768 McCray Street, Riverside, CA 92506

228177



• 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

81-30

SCALE 1" = 100'

DRAWN BY ASB DATE 11/12/81

SUBJECT PARCEL MAP NR 17607

C/A-82