

008170

RECORDING REQUESTED BY:

FIRST AMERICAN TITLE CO.

WHEN RECORDED MAIL TO:

CITY CLERK
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

Project: Tract No. 19997

RECEIVED FOR RECORD

AT 8:30 O'CLOCK A.M.

JAN - 8 1990

Recorded in Official Records
of Riverside County, California

William F. Pinsky
Recorder
Fees \$

COVENANT AND AGREEMENT

THIS COVENANT AND AGREEMENT is made and entered into this 13th day of December, 1989, by LUIS ARMENDARIZ, an unmarried man, (the "Declarant") with reference to the following facts:

A. Declarant is the fee owner of the real property (the "Property") located in the City of Riverside, County of Riverside, State of California, described as follows:

Lots 1 through 7 of Tract No. 19997 as shown by map on file in Book 211 of Maps at pages 65 through 66 thereof, records of Riverside County, California.

B. The Property consists of approximately 1.6 acres of land developed with a residence and other detached structures, located at 9280 Lincoln Avenue situated on the easterly corner of Lincoln Avenue and Gibson Street in the Residential-1 (R-1-80) Zone. Declarant proposes to divide the Property by Tract Map 19997 into seven (7) lots for residential development.

C. As a condition of approval for Tract Map 19997, the City of Riverside (the "City") is requiring the Declarant to record a covenant and agreement which will hold the City and the Gage Canal Company harmless from damages or liability due to flood waters or water released from Mockingbird Dam.

NOW, THEREFORE, for the purpose of complying with one of the conditions imposed by the City of Riverside for the approval of the map for Tract No. 19997, and in consideration of such approval, Declarant hereby covenants and agrees with said City of Riverside as follows:

1. Declarant, on the behalf of himself and Declarant's successors and assigns as to any portion of the Property, hereby releases the City of Riverside, a municipal corporation, and the Gage Canal Company, a corporation, and their officers and employees

DESCRIPTION APPROVAL 11/8/89
P. H. ...
SURVEYOR, CITY OF RIVERSIDE

from any and all damages, claims, demands, liability, suits or actions that the Declarant or Declarant's successors or assigns as to the Property or any portion thereof may now or in the future have arising out of or incurred as a result of injury, including death, or property damage to Declarant or Declarant's successors and assigns due to flood waters on the Property or due to the release of water onto the Property from the Mockingbird Dam whether by the City or the Gage Canal Company, or their officers, employees or agents or by an act of God.

Declarant agrees that the matters released herein are not limited to matters which are known or disclosed, and Declarant, for himself and Declarant's successors and assigns as to any portion of the Property, waives any and all rights and benefits which he may now have, or in the future may have, conferred 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, Declarant agrees, represents and warrants that he is familiar with, has read, and understands Civil Code Section 1542, and he realizes and acknowledges that factual matters now unknown to him may have given, or may hereafter give rise to claims which are presently unknown, unanticipated and unsuspected, and Declarant further agrees, represents and warrants that this release has been negotiated and agreed upon in light of that realization and that Declarant nevertheless intends to release, discharge and acquit the City and the Gage Canal Company from any such unknown claims which are in any way related to flood waters or water released from Mockingbird Dam.

2. Upon the proposed sale of any lot of the Property, whether upon the initial sale or any subsequent sale, the seller shall give separate written notice to the prospective buyer of said lot of the Property of the existence of this release and the terms thereof.

3. This Covenant and Agreement may be enforced by the City or the Gage Canal Company. Should the City or the Gage Canal Company bring an action to enforce the terms of this Covenant and Agreement, the prevailing party shall be entitled to court costs, including reasonable attorneys' fees.

4. This Covenant and Agreement shall run with the land and shall be binding upon Declarant and Declarant's heirs, successors and assigns as to the Property and each lot created by Tract No. 19997 or any portion thereof.

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

[Handwritten Signature]

LUIS ARMENDARIZ

STATE OF CALIFORNIA

COUNTY OF Los Angeles

} ss.

8170

On this 13th day of December, in the year 1989,

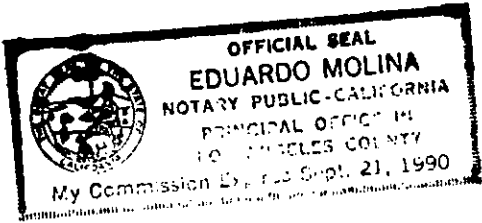
before me, the undersigned, a Notary Public in and for said State, personally appeared Mr. Luis Armendariz, of Huntington Beach, CA

_____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed it.

WITNESS my hand and official seal.

[Handwritten Signature]

Notary Public in and for said State.



ACKNOWLEDGMENT—General—Wolcotts Form 233CA—Rev. 5-82
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[Handwritten Signature]

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11/8/89