

FREE RECORDING 158298

This instrument is for the benefit of the City of Riverside and is entitled to be recorded without fee. (Government Code 6103)

Recording Requested by and When Recorded Mail To:

158298

City of Riverside
Public Works Dept.-Engineering
City Hall
3900 Main Street
Riverside, CA. 92522

RECEIVED FOR RECORD
At Request of
City of Riverside
Book 1980, Page 158298
AUG 29 1980

Recorded in Official Records
of Riverside County, California
D. J. S. Recorder
FEES \$

COVENANT AND AGREEMENT

FOR MAINTENANCE OF STORM WATER OVERFLOW FACILITIES AND FOR RELEASE AND INDEMNIFICATION

(Parcel Map No. 14669)

THIS COVENANT AND AGREEMENT is made and entered into this 20th day of August, 1980 ; by SIGNAL DEVELOPMENT CORPORATION, a California corporation, (hereinafter referred to as "Owner"), the owner of the following described real property located in the City of Riverside, County of Riverside, State of California:

Parcels 1, 4, 5, 9 and 10 of Parcel Map No. 14669, as per map recorded in Book 79 of Parcel Maps, at pages 38 and 39 thereof, Records of Riverside County, California.

For the purpose of complying with the conditions imposed by the City of Riverside for the approval of certain plans relating to Parcel Map No. 14669, Owner on behalf of itself, its successors and assigns, hereby covenants and agrees with said City of Riverside as follows:

1. Owner, at its sole cost and expense, shall maintain private storm drain facilities for the overflow, if any, from the public storm drain facilities located in the cul de sacs known as Eastwood Court and Omaha Court, public streets within the City of Riverside, California. Said overflow facilities are shown as the cross-hatched areas on the plat attached hereto as Exhibit A, and incorporated herein by this reference. Said facilities shall consist of a swale or other grading to direct the overflow storm waters to the rear of Lots 10, 9, 5, 4 and 1 of Parcel Map 14669 and toward Marlborough Avenue, and shall be maintained in a good, usable and safe condition at all times, clear

DESCRIPTION APPROVAL
by George A. White, Mayor, 29/80

Please record for the benefit of the City of Riverside
Property Services Manager.

of all debris, restrictions and obstructions. Owner further agrees to promptly make all necessary repairs or maintenance as may be necessary to insure proper drainage; and, further, to make all necessary repairs or maintenance as requested in writing by the Public Works Director of the City of Riverside. Notwithstanding anything contrary herein, Owner is not and will not be prohibited from erecting fencing upon the subject area, provided, said fencing does not impede or block the drainage facility, and, further provided, the approval of the Public Works Director of the type and location of the fencing is first obtained.

2. Owner hereby agrees to release the City of Riverside, its officers and employees from any and all claims, demands, suits, or actions that Owner, its successors and assigns may now or in the future have arising out of or incurred as a result of water flooding, flowing over, or remaining on the above-described property due to the overflow of storm waters from Eastwood Court and Omaha Court, public streets located in the City of Riverside.
3. Owner 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 overflow storm drain facilities.

This Covenant and Agreement shall run with the land and shall be binding upon the undersigned, its successors and assigns.

The City of Riverside may enforce this Covenant and Agreement in the event the undersigned or its successors or assigns defaults in its obligations as contained herein. Should said City bring suit in court to enforce the terms of this Covenant and Agreement, the undersigned, its successors or assigns agrees to

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pay to the City of Riverside, said City's 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.

SIGNAL DEVELOPMENT CORPORATION,
a California corporation

By [Signature]
Title VICE-PRESIDENT

By [Signature]
Title ASST. SECY.

APPROVED AS TO FORM

[Signature]
ASSI. CITY ATTORNEY

TO 449 C
(Corporation)

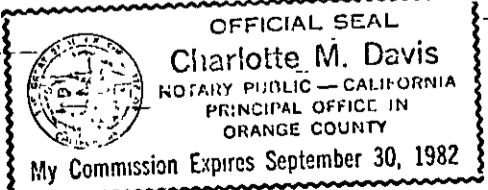


STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS.

On August 20, 1980 before me, the undersigned, a Notary Public in and for said State, personally appeared M. G. O'Dell known to me to be the Vice President, and Barbara Steck known to me to be Assistant Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

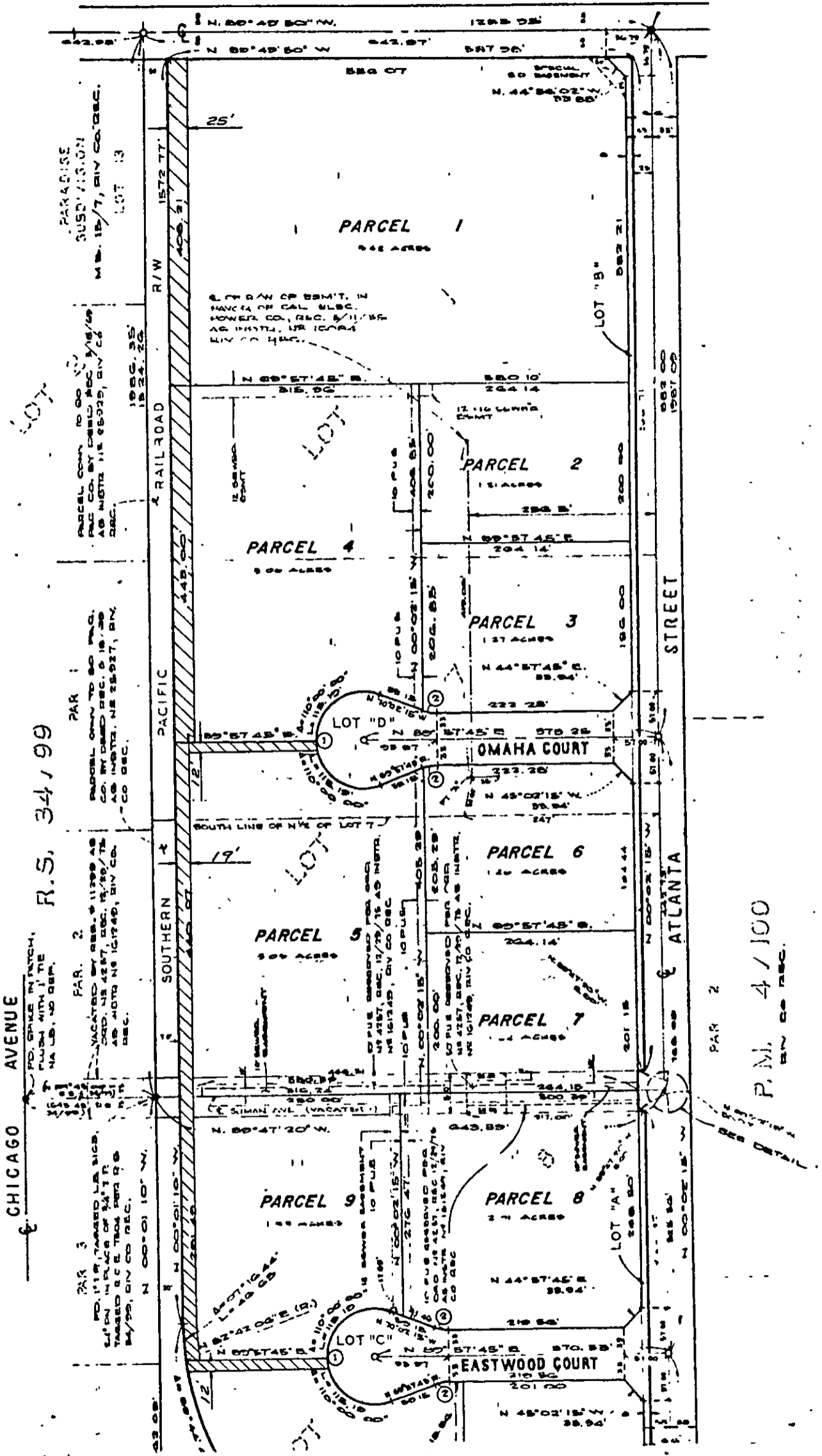
WITNESS my hand and official seal.

Signature [Signature]



Charlotte M. Davis
Name (Typed or Printed)

(This area for official notarial use)



CHICAGO AVENUE
 R.S. 34 / 99

P.M. 4 / 100
 DIV. CO. REC.

• 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

SCALE: 1" = NONE

DRAWN BY MC DATE 7/30/80

SUBJECT

C/A-23