

16833

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

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

Project: 1221 Flemington Road

FREE RECORDING-
Exempt Pursuant to
Government Code 66403

COVENANT AND AGREEMENT
FOR
DRAINAGE RELEASE

RECEIVED
CITY OF RIVERSIDE
RECORDS & COMMUNITY DEVELOPMENT
12/18/92

(Acceptance of Drainage Waters from Public Streets)

RECEIVED FOR RECORD
AT 1:00 O'CLOCK

JAN 14 1993

Recorded in Official Records
of Riverside County, California

Alvin G. Davis
Recorder
Fees \$

Handwritten initials or mark.

DESCRIPTION APPROVAL: 12, 18, 92

Signature of City of Riverside official.

THIS COVENANT AND AGREEMENT FOR DRAINAGE RELEASE is made and entered into this 11th day of December, 1992 by Alvin G. Davis and Kimberley J. Davis (hereinafter called the "Davises") with reference to the following facts:

A. The Davises are the owners of the following described real property located in the City of Riverside, County of Riverside, State of California (hereinafter referred to as "1221 Flemington Road").

LOT 5 OF TRACT NO. 18376-1, AS SHOWN BY MAP ON FILE IN BOOK 132, PAGES 23 TO 26, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

B. The Davises desire to improve and develop 1221 Flemington Road as a personal residence, and are willing to accept on the above described property the storm flow and nuisance drainage waters (hereinafter referred to as "drainage waters") from the publicly dedicated streets known as Alessandro Blvd. and Flemington Road.

C. The City of Riverside (the "City") as a condition for the approval of the revised grading plan for 1221 Flemington Road is requiring the Davises to execute a document accepting the storm flow and nuisance drainage waters from Alessandro Blvd. and Flemington Road and the public storm drains located on the property of 1221 Flemington Road.

NOW THEREFORE, incorporating the above facts, and for the purpose of complying with a condition imposed by the City relating to the improvement of 1221 Flemington Road, the Davises hereby covenant and agree with the City as follows:

Administrative Services Director

1. To accept upon 1221 Flemington Road the drainage waters from the public streets known as Alessandro Blvd. and Flemington Road including the catch basins located therein and its public storm drains located on said property.

2. Not to impede or block in any manner the flow of said drainage waters discharged from Alessandro Blvd. or Flemington Road or the public storm drains onto 1221 Flemington Road.

3. If private drainage facilities may be required to convey the drainage waters discharged from the above mentioned public streets, the Davises shall be responsible for maintaining such drainage facilities in a good condition and repair.

4. To release the City, its officers and employees from any and all claims, demands, suits, or other actions that Davises or the successor or assigns of the Davises to 1221 Flemington Road may now or in the future have arising out of or incurred as a result of water discharged from said Alessandro Blvd. or Flemington Road, flooding, flowing over or remaining on the property. The Davises agree that the matters released herein are not limited to matters which are known or disclosed, and Davises, for themselves and their heirs, successors and assigns, waive any and all rights and benefits which 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, Davises 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 Davises further agree, represent, and warrant that this release has been negotiated and agreed upon in light of that realization and that Davises nevertheless intend to release, discharge, and acquit the City from all unknown claims which are in any way related to drainage water flowing over, or remaining on 1221 Flemington Road.

5. The provisions of this Covenant and Agreement shall be enforceable at law or in equity by the City. In the event of any legal or equitable proceeding for the enforcement of or to restrain the violation of this Covenant and Agreement, or any provision hereof, the prevailing party therein shall be entitled to reasonable attorneys' fees in addition to any other costs to which such party is entitled.

6. Any person who now or hereafter owns or acquires any right, title or interest in or to 1221 Flemington Road shall be deemed to have consented and agreed to every covenant, condition and restriction contained herein.

7. This Covenant and Agreement shall run with the land and shall be binding upon the Davises and their successors and assigns and shall continue in effect until such time as released by the Public Works Director of the City of Riverside, California in writing duly recorded.

IN WITNESS WHEREOF the Davises have caused this Covenant and Agreement to be duly executed the day and year first above written.

Alvin G. Davis

Alvin G. Davis

Kimberley J. Davis

Kimberley J. Davis

Approved as to Content:

Pat Limes
Public Works Department

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

16833

No. 5123

State of CALIFORNIA
County of RIVERSIDE

On 12/21/92 before me, RONALD L. PURKEY
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared ALVIN G. DAVIS AND KIMBERLEY J. DAVIS
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Ronald L. Purkey
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUALS
 CORPORATE OFFICER(S)
 PARTNER(S)
 ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER:
 LIMITED
 GENERAL

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT Covenant Agreement for Drainage Release

NUMBER OF PAGES 7 DATE OF DOCUMENT 12/21/92

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

SIGNER(S) OTHER THAN NAMED ABOVE