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WHEN RECORDED MAIL TO:

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City Hall, 3900 Main Street
Riverside, California 92522

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SEP 16 1994

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$

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Project: Grading Plan for
11823 & 11827 Claycroft Lane
Riverside, California

COVENANT AND AGREEMENT
FOR ACCEPTANCE OF DRAINAGE WATERS
AND MAINTENANCE OF DRAINAGE FACILITIES

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THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 23rd day of *February*, 1994, by ALFONSE SADEK and FOUAD SADEK, hereinafter collectively referred to as "Declarants" with reference to the following facts:

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A. The Declarants are the fee owners of the two parcels of real property (collectively, "the Property") situated in the City of Riverside, County of Riverside, State of California, described as follows and hereinafter referred to as "Lot 2" and "Lot 3", respectively:

Lot 2:

Lot 2 of Tract 19735 as shown by map on file in Book 207 of Maps, Pages 86 and 87, records of Riverside County, California.

Lot 3:

Lot 3 of Tract 19735 as shown by map on file in Book 207 of Maps, Pages 86 and 87, records of Riverside County, California.

B. Lots 2 and 3 of the Property, respectively known as 11823 and 11827 Claycroft Lane, Riverside, California, are being developed by Declarants for single-family residences. Declarants have submitted to the City of Riverside a Grading Plan for the rough grading of the Property.

C. The Grading Plan shows that the surface storm flow and nuisance drainage waters ("drainage waters") from the adjoining property to the north will flow upon Lot 3 and the drainage

APPROVAL
Scott Nanna
for *116104*
CITY OF RIVERSIDE

waters on Lot 3 will flow through a 12" storm drain pipe extending from Lot 3 under the proposed driveway of Lot 3 to Lot 2 and discharge from a storm drain outlet located on said Lot 2.

D. As a condition for the acceptance of the Grading Plan for the Property, the City of Riverside is requiring Declarants to execute and record a Covenant and Agreement accepting onto Lot 3 the drainage waters from the property northerly thereof and accepting onto Lot 2 the drainage waters from Lot 3, and releasing the City of Riverside and its officers and employees from liability related thereto.

NOW, THEREFORE, for the purposes of complying with a condition imposed by the City of Riverside for acceptance of the Grading Plan for 11823 and 11827 Claycroft Lane and in consideration of such approval, Declarants hereby covenant and agree with the City of Riverside as follows:

1. Declarants hereby agree to accept and do hereby accept upon Lot 3, the natural drainage waters from the property located northerly of said Lot 3.

2. Declarants hereby agree to accept and do hereby accept upon Lot 2, the drainage waters flowing from a 12" storm drain pipe extending from Lot 3 under the driveway of said Lot 3 and discharging onto Lot 2 from the storm drain outlet located on said Lot 2.

3. Declarants agree not to impede or otherwise obstruct the flow of drainage water from the property northerly of Lot 3 onto said lot, and from Lot 3 from the storm drain outlet located on Lot 2 onto said lot.

4. Declarants agree to maintain the 12" storm drain pipe extending from Lot 3 to Lot 2 and the outlet therefrom located on said Lot 2 in a clean and clear condition.

5. Declarants hereby agree to release the City of Riverside, its officers and employees from any and all claims, demands, suits or other actions that Declarants may now or in the future have arising out of or incurred as a result of the drainage waters flowing or flooding from the property northerly of Lot 3 onto Lot 3, or flowing or flooding from Lot 3 onto Lot 2 including by way of the 12" storm drain and the outlet therefrom located on Lot 2. Declarants 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, Declarants 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 Declarants further agree, represent and warrant that this release has been negotiated and agreed upon in light of that realization and that Declarants nevertheless intend to release, discharge, and acquit the City of Riverside from any such unknown claims, which are in any way related to the discharge of drainage waters from the property northerly of Lot 3 onto said Lot 3 and the discharge of drainage waters from Lot 3 onto Lot 2 or otherwise alleged to arise from the approval of the Grading Plan for the Property submitted to the Public Works Department of the City of Riverside.

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

7. This Covenant and Agreement shall run with the land and each and all of its terms shall be binding upon Declarants, their heirs, 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 WITNESS WHEREOF Declarants have caused this Covenant and Agreement to be executed the day and year first written above.



Alfonse Sadek



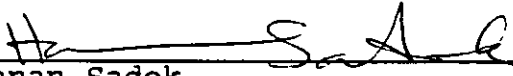
Fouad Sadek

I, Elham Sadek, the wife of Alfonse Sadek, hereby consent to and join in the execution of the above Covenant and Agreement.



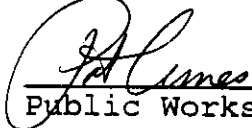
Elham Sadek

I, Hanan Sadek, the wife of Fouad Sadek, hereby consent to and join in the execution of the above Covenant and Agreement.



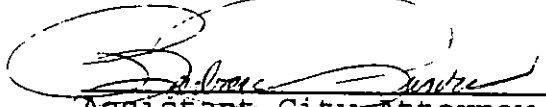
Hanan Sadek

APPROVED AS TO CONTENT:



Public Works Department

APPROVED AS TO FORM:



Assistant City Attorney

State of California)
County of Riverside) ss

On February 23, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared Alfonse Sadek, Fouad Sadek, Elham Sadek and Hanan Sadek —

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.

Carol L Connolly
Signature

CAPACITY CLAIMED BY SIGNER

- () Attorney-in-fact
- () Corporate Officer(s)
Title _____
- () Guardian /Conservator
- () Individual(s)
- () Partner(s)
 () General () Limited
- () Trustee(s)
- () Other _____

The party(ies) executing this document is/are representing:

