

475853

City Clerk
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

Project: Drainage Plan
Parcel Map 24758

RECEIVED FOR RECORD
AT 2:00 O'CLOCK

DEC 22 1994

Recorded in Official Records
of Riverside County, California

Recorder

[Signature]

Fees \$ 21-

COVENANT AND AGREEMENT
FOR ACCEPTANCE OF DRAINAGE WATERS

THIS COVENANT AND AGREEMENT is made and entered into this 15th day of ~~DECEMBER~~ 1994 by ALAMO PROPERTIES INC., a California corporation the fee owner of the real property (hereinafter referred to as the "Property") located in the City of Riverside, County of Riverside, State of California, described on Exhibit "A" attached hereto and incorporated herein by this reference.

IN CONSIDERATION of the release by the City of Riverside of the Property from the Covenant and Agreement recorded September 12, 1986 as Instrument No. 223386 in the office of the Recorder of said Riverside County and OTHER VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned hereby agrees to accept upon that portion of the Property (hereinafter referred to as the "Flowage Way") described on Exhibit "B" attached hereto and incorporated herein by reference the storm flow and nuisance drainage waters (hereinafter referred to as "drainage waters") discharged from the open concrete channel and appurtenances that transport drainage waters from Rivera Street, a public street, in P.M. 24758 per Map filed in book 184 of Parcel Maps, Page 68 through, 70, Records of said County and from the Property and from the future extension of Rivera Street and Alamo Street within and adjacent to the Property.

The undersigned acknowledges that the construction of private drainage facilities may be required across the Flowage Way to convey said drainage Waters from said Parcel Map and from said Property. The undersigned covenants and agrees to maintain such drainage facilities in a manner as not to block or impede in any manner the flow of the drainage waters from said public street.

The undersigned hereby agrees to release the City of Riverside, its officers and employees from any and all claims demands suits or other actions that the undersigned may now or in the future have arising out of or incurred as a result of

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SR

the drainage waters discharged onto the Flowage Way from the
aforementioned public street flooding, flowing over, or
remaining on the Flowage Way. The undersigned, for itself and
its successors and assigns, waives any and all rights and
benefits which it now has, or in the future may have,
conferred upon it 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 DOSE 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, the undersigned agrees, represents and
warrants that it is familiar with, has read, and understands
Civil Code Section 1542, and it realizes and acknowledges that
factual matters now unknown to it may have given, or may
hereafter give rise to claims, which are presently unknown
unanticipated and the undersigned further agrees, represents
and warrants that this release has been negotiated and agreed
upon in light of that realization and that the undersigned
nevertheless intends to release, discharge, and acquit the
City from any such unknown claims, which are in any way
related to the discharge of drainage waters from the public
street onto the Flowage Way.

This Covenant and Agreement shall run with the land and
shall be binding upon the undersigned, its successors and
assigns and shall continue until such time as permanent
drainage facilities are constructed on the Flowage Way and
said drainage facilities are dedicated to and accepted by said
City.

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

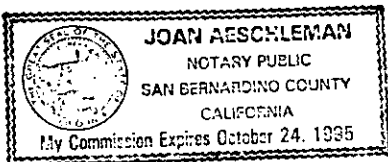
ALAMO PROPERTIES INC.
a California Corporation

By [Signature]

Title President

By _____

Title _____



DRNCVNT
11/5/94

APPROVED AS TO FORM
[Signature]
ASST. CITY ATTORNEY

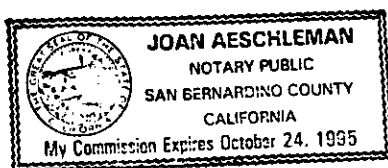
the drainage waters discharged onto the Flowage Way from the aforementioned public street flooding, flowing over, or remaining on the Flowage Way. The undersigned, for itself and its successors and assigns, waives any and all rights and benefits which it now has, or in the future may have, conferred upon it 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 DOSE 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, the undersigned agrees, represents and warrants that it is familiar with, has read, and understands Civil Code Section 1542, and it realizes and acknowledges that factual matters now unknown to it may have given, or may hereafter give rise to claims, which are presently unknown unanticipated and the undersigned further agrees, represents and warrants that this release has been negotiated and agreed upon in light of that realization and that the undersigned nevertheless intends to release, discharge, and acquit the City from any such unknown claims, which are in any way related to the discharge of drainage waters from the public street onto the Flowage Way.

This Covenant and Agreement shall run with the land and shall be binding upon the undersigned, its successors and assigns and shall continue until such time as permanent drainage facilities are constructed on the Flowage Way and said drainage facilities are dedicated to and accepted by said City.

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



ALAMO PROPERTIES INC.
a California Corporation

By [Signature]

Title President

By _____

Title _____

DRNCVNT
11/5/94

APPROVED AS TO FORM
[Signature]
ASST. CITY ATTORNEY



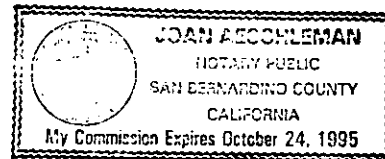
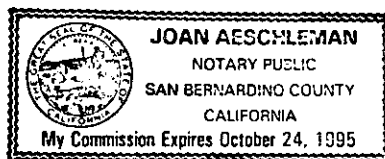
STATE OF CALIFORNIA }
 COUNTY OF RIVERSIDE } ss.

On 12-15-94, before me, JOAN AESCHLEMAN, NOTARY,
 personally appeared ALAN C. ELLS

~~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.

Signature *Joan Aeschleman*



(This area for official notarial seal)

Title of Document COVENANT AND AGREEMENT FOR ACCEPTANCE OF DRAINAGE WATERS
 Date of Document _____ No. of Pages 2
 Other signatures not acknowledged _____

CIVIL ENGINEERS
• SURVEYORS

ADAMS & ELLS

A CALIFORNIA CORPORATION

WILLIAM C. ELLS RCE 10880
ROBERT J. TOMMER JR. I.S 4484

SCOTT M. ADAMS 1875-1948
JOSEPH C. ELLS 1896-1987

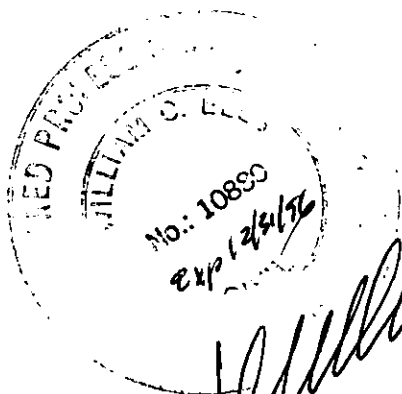
302B East San Bernardino Road • Covina, California 91723 • Phone (818) 332-4861

New Parcel 1

Those portions of Lots 1 and 45 of the Alamo Tract in the City of Riverside, County of Riverside, State of California, as shown by map filed in Book 9 Page 5 of Maps in the office of the County Recorder of said County, described as follows:

Commencing at the northeast corner of said Lot 45; thence along the easterly line of said Lot 45 South 17° 55' 42" West 318.22 feet to the true point of beginning of this description; thence continuing along said easterly line South 17° 55' 42" West 230.91 feet to a point distant thereon North 17° 55' 42" East 283.91 feet from the intersection of said easterly line with the northwesterly prolongation of the northeasterly line of Alamo Street, 50 feet wide, as shown on said map; thence parallel with said northwesterly prolongation North 60° 58' 50" West 337.21 feet; thence South 29° 01' 10" West 278.60 feet to said northwesterly prolongation; thence along said prolongation North 60° 58' 50" West 462.12 feet to the northwesterly line of Parcel 2, as shown on Parcel Map 7179 as per map filed in Book 22, Page 31 of Parcel Maps in the office of said Recorder; thence along said northwesterly line North 32° 04' 20" East 506.67 feet to a line which is parallel with said northwesterly prolongation and which passes thru the true point of beginning; thence along said parallel line South 60° 58' 50" East 727.84 feet to the true point of beginning.

8/30/94-R3
LL1



[Handwritten signature]

EXHIBIT "A"

DESCRIPTION APPROVAL 12, 15, 94
[Signature]
SURVEYOR, CITY OF RIVERSIDE by *[Signature]*

CIVIL ENGINEERS
• SURVEYORS

ADAMS & ELLS

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302B East San Bernardino Road • Covina, California 91723 • Phone (818) 332-4861

Flowage Way

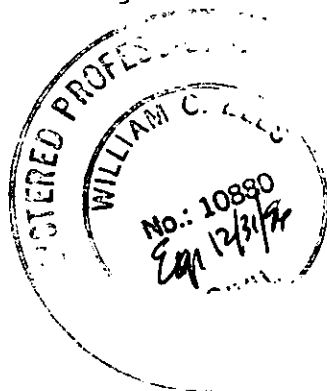
That portion of Lot 1 of the Alamo Tract in the City of Riverside, County of Riverside, State of California, as shown by map filed in Book 9 Page 5 of Maps in the office of the County Recorder of said County, being a strip of land 45 feet wide, the northwesterly line of which is described as follows:

Commencing at the northeast corner of Lot 45 of said Alamo Tract; thence along the easterly line of said Lot 45 South $17^{\circ} 55' 42''$ West 318.22 feet; thence parallel with the northwesterly prolongation of the northeasterly line of Alamo Street, 50 feet wide, as shown on said map, North $60^{\circ} 58' 50''$ West 727.84 feet to the northwesterly line of Parcel 2, as shown on Parcel Map 7179 as per map filed in Book 22, Page 31 of Parcel Maps in the office of said Recorder; thence along said northwesterly line South $32^{\circ} 04' 20''$ West 70.00 feet to the true point of beginning of this description; thence continuing along said northwesterly line South $32^{\circ} 04' 20''$ West 436.67 feet to said northwesterly prolongation.

The southeasterly line of said strip shall be shortened southerly so as to terminate in said northwesterly prolongation.

EXHIBIT "B"

11/1/94
Flowage



A large, stylized handwritten signature in black ink, likely belonging to William C. Ells, written over the seal and extending to the right.

DESCRIPTION APPROVAL 12/15/94
By W.C. Ells
SURVEYOR, CITY OF RIVERSIDE