

145622

WHEN RECORDED RETURN TO

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

With copy to:

T & S DEVELOPMENT, INC.
5225 Canyon Crest Drive
Building 100, Suite 150
Riverside, California 92507

RECEIVED FOR RECORD
Min. Past 3 o'clock P M
At Request of
FIRST AMERICAN TITLE CO
Book 1904, Page 145622

JUL 5 1984

Records in Official Records
of Riverside County, California

William E. Conroy
Recorder

Fees \$

7-

COVENANT AND AGREEMENT TO ACCEPT DRAINAGE
WATERS, AND TO RELEASE AND INDEMNIFY

166 62 18 5

THIS COVENANT AND AGREEMENT (the "Agreement") is made and entered
into this *3rd* day of July, 1984, by T & S DEVELOPMENT, INC., a California
corporation ("T & S").

R E C I T A L S:

A. T & S is the owner of certain real property located in the City
of Riverside, County of Riverside, State of California, generally located
at the intersection of Lincoln Avenue and Van Buren Boulevard, more par-
ticularly described as follows (the "Property"):

Parcels 1 through 6 inclusive of Parcel Map
19790 on file in Book 121, pages 92 and 93
of Parcel Maps, Records of Riverside County,
State of California.

B. T & S intends to develop on the Property a 9.7 acre neighborhood
shopping center.

C. In connection with the development of the Property T & S has
recorded Parcel Map No. 19790 (the "Parcel Map").

D. In connection with the development of the Property T & S shall
cause to be installed a private storm drain (the "Storm Drain") running
generally along the northwesterly boundary line of Parcel 2 of the Parcel
Map. Surface runoff water and storm water ("Drainage Waters") from Aegean
Drive will flow across Parcel 2 and Parcel 5 of the Parcel Map, enter the

C/A-105

Storm Drain through a surface opening on said Parcel 2, and be transported in the Storm Drain across Parcel 2 and discharged at Van Buren Boulevard.

AGREEMENT

In consideration of certain approvals by the City of Riverside relating to the development of the Property, T & S hereby agrees as follows:

1. Acceptance of Drainage Waters. T & S agrees to accept on the Property the Drainage Waters being discharged from the publicly dedicated street known as Aegean Drive onto Parcel 2, and will accept the Drainage Waters in the Storm Drain.

2. Release and Indemnification. T & S agrees to release the City of Riverside, its officers, employees and agents from any and all claims, demands, suits and other actions that T & S may now or in the future have against the City of Riverside, its officers, employees or agents arising out of or incurred as a result of any harm caused by the Drainage Waters being discharged from Aegean Drive onto and across the Property.

T & S agrees to defend, indemnify and hold harmless the City of Riverside, its officers, employees and agents from any and all liabilities, expenses, claims or causes of action arising out of or alleged to be caused by or resulting from Drainage Waters discharged from Aegean Drive onto and across the Property or from the approval of any street, drainage, grading or other improvement plans by the City of Riverside relating to the disposition of the Drainage Waters.

3. Attorneys' Fees. The terms of this Agreement may be enforced by the City of Riverside, its successors and assigns. In the event either party should bring an action to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' and expert witness' fees and other reasonable costs of suit.

CIA-105-2

145622

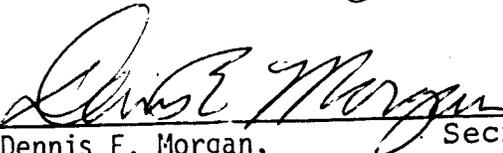
145622

4. Covenants Running with the Land. This Agreement and the covenants herein contained shall run with the land and shall be binding upon T & S, its successors and assigns, and shall continue in effect until such time as released by the City Council of the City of Riverside, California.

IN WITNESS WHEREOF, T & S has executed this Agreement the date and year first written above.

T & S DEVELOPMENT, INC.,
a California corporation


MARK A. THOMPSON, President


Dennis E. Morgan, Secretary

(To Be Notarially Acknowledged)

APPROVED AS TO FORM:


Assistant City Attorney

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William S. Eganly
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Fees \$

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166 E238-5

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C/A-105-4

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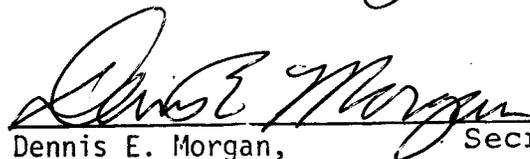
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T & S DEVELOPMENT, INC.,
a California corporation


MARK A. THOMPSON, President


Dennis E. Morgan, Secretary

(To Be Notarially Acknowledged)

APPROVED AS TO FORM:


Assistant City Attorney

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3002 (6/82) — (Corporation) First American Title Insurance Company

STATE OF CALIFORNIA
COUNTY OF Riverside } ss.

On July 3, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark A. Thompson and

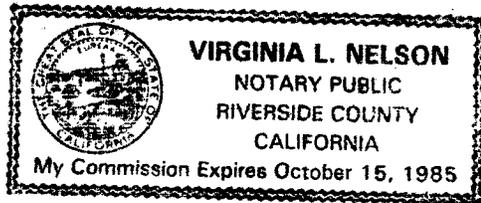
Dennis E. Morgan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as

the President and the Secretary, on behalf of T & S Development Inc.

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 Virginia L. Nelson



(This area for official notarial seal)

CA-105-7

145622

3002 (6/82) — (Corporation) First American Title Insurance Company

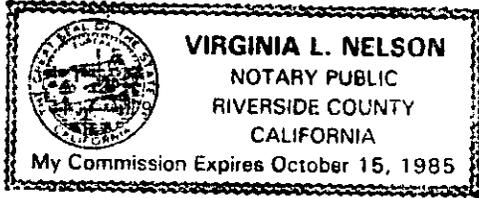
STATE OF CALIFORNIA
COUNTY OF Riverside } ss.

On July 3, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark A. Thompson and Dennis E. Morgan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as the President and the Secretary, on behalf of T & S Development Inc.

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 Virginia L. Nelson



(This area for official notarial seal)