

RECORDING REQUESTED BY:

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CHICAGO TITLE COMPANY

421107
RECEIVED FOR RECORD
AT 2:00 O'CLOCK

AND WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF RIVERSIDE
CITY HALL, 3900 Main Street
Riverside, California 92522
PROJECT: Lochmoor Drive Extension

NOV - 1 1996

Recorded in Official Records
of Riverside County, California
Recorder *[Signature]*
Fees \$ 21

THIS SPACE FOR RECORDER'S USE ONLY

APNS: 253-260-016-7
253-270-044-3

Tax Rate Area: 009-013

[Handwritten mark]

Covenant and Agreement

TITLE OF DOCUMENT

104

*Check for recording...
in order to...
Record the...
on...*

**THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 ADDITIONAL RECORDING FEE APPLIES)**

WHEN RECORDED MAIL TO:

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

Project: Lochmoor Drive Extension

FOR RECORDER'S OFFICE USE

COVENANT AND AGREEMENT
 FOR ACCEPTANCE OF DRAINAGE WATERS
 FROM PUBLIC STORM DRAIN IN LOCHMOOR DRIVE

THIS COVENANT AND AGREEMENT is made and entered into this 11th day of September, 1996, by **THOMAS C. PARKER, Executor of the Estate of BETTY HUTTON WILLIAMS, Deceased, Case No. A-180237, Superior Court, County of Orange, by Letters Testamentary issued on December 13, 1995 ("Declarant")**, the fee owner of that certain real property ("the Property") situated in the City of Riverside, County of Riverside, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference, located southerly of the extension of Lochmoor Drive, a public street.

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Declarant hereby agrees to accept upon the Property the drainage waters discharging into the natural drainage courses located on said Property from the public storm drain system extending from Lochmoor Drive, a public street, and the public storm drain easement terminating on said Property; it being understood that the public storm drain system includes a riprap system within the public storm drain easement to reduce the velocity of the drainage waters to that which existed prior to the construction of the extension of Lochmoor Drive and the storm drain crossing said Lochmoor Drive onto the Property. Declarant further covenants and agrees not to impede or obstruct the flow of the drainage waters from the public storm drain system into the natural drainage channels on the Property.

Declarant, for herself and her heirs, successors and assigns, hereby release the City of Riverside ("City") and its officers and employees from any and all claims, demands, suits or other actions that Declarant or her heirs, successors or assigns may now or in the future have arising out of or incurred as a result of the drainage waters discharged from the public storm drain extending from Lochmoor Drive onto the Property, flooding, flowing over, or remaining on the Property. Declarant agrees that the matters

released herein are not limited to matters which are known or disclosed, and Declarant for herself and her heirs, successors and assigns, waives any and all rights and benefits which now exists, or in the future may exist 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, Declarant agrees, represents and warrants that she is familiar with, has read, and understands Civil Code Section 1542, and Declarant realizes and acknowledges that factual matters now unknown to her may have given, or may hereafter give rise to claims, which are presently unknown, unanticipated and unsuspected, and Declarant further agrees, represents and warrants that this release has been negotiated and agreed upon in light of that realization and that Declarant nevertheless intends to release, discharge, and acquit the City of Riverside, its officers and employees from any such unknown claims which are in any way related to the discharge of drainage waters from the public storm drain extending from Lochmoor Drive onto the Property.

This Covenant and Agreement shall run with the land and shall be binding upon Declarant, and her heirs, successors and assigns, and shall continue in effect until the public storm drain is extended across the Property and accepted by the City of Riverside into its storm drain system, at which time this Covenant and Agreement shall automatically terminate. At such time as this Covenant and Agreement is terminated by the extension of the public storm drain from Lochmoor Drive across the Property, the Public Works Director of City at the request of Declarant shall execute in recordable form a release or other document terminating this Covenant and Agreement..

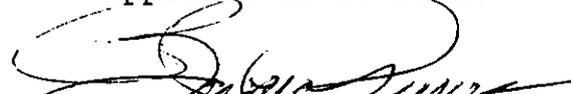
IN WITNESS WHEREOF Declarant has caused this Declaration to be executed the day and year first written above.


Thomas C. Parker, Executor of
the Estate of Betty Hutton
Williams, Deceased

Approved as to Content:


Public Works Department

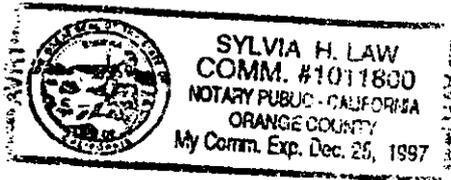
Approved as to Form:


Assistant City Attorney

State of California)
) ss
County of Orange)

On September 11, 1996, before me, the undersigned,
a Notary Public in and for said State, personally appeared _____
Thomas C. Parker 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.



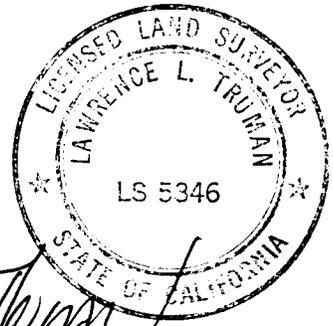
Sylvia H. Law
Signature

CAPACITY CLAIMED BY SIGNERS

- () Attorney-in-fact
- () Corporate Officer(s)
Title _____ Title _____
- () Guardian /Conservator
- () Individual(s)
- () Partner(s)
() General () Limited
- () Trustee(s)
- (X) Other Executor of the Estate of Betty Hutton Williams, Deceased.

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

421107



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

[Signature]

Prepared under the supervision of:
Lawrence L. Truman, L.S. #5346
Expires 12/31/99
KEITH INTERNATIONAL, INC.
22690 Cactus Avenue, Suite 300
Moreno Valley, CA 92553
(909) 653-0234

EXHIBIT "A"
LEGAL DESCRIPTION OF DRAINAGE ACCEPTANCE

THAT PORTION OF THAT CERTAIN REAL PROPERTY CONVEYED TO BETTY HUTTON WILLIAMS IN SECTION 32, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, PER INSTRUMENT NO. 323286, RECORDED AUGUST 18, 1994 IN OFFICIAL RECORDS OF SAID COUNTY, LYING SOUTHERLY, SOUTHWESTERLY AND WESTERLY FROM THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 32;

THENCE ALONG THE EASTERLY LINE OF SAID SECTION 32 SOUTH 01° 35' 20" WEST, 187.39 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 88° 25' 08" WEST, 216.26 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 465.00 FEET;

THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE 890.39 FEET THROUGH A CENTRAL ANGLE OF 109° 42' 39";

THENCE NORTH 21° 17' 31" EAST, 181.70 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 465.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE 442.31 FEET THROUGH A CENTRAL ANGLE OF 54° 30' 00";

THENCE NORTH 33° 12' 29" WEST, 88.03 FEET TO THE CENTERLINE OF CENTRAL AVENUE, 110.00 FEET WIDE, AS DESCRIBED IN THE DEED RECORDED AUGUST 11, 1972, AS INSTRUMENT NO. 107764 OF OFFICIAL RECORDS OF SAID COUNTY.

SCALE: 1" = 200'

SHEET 1 OF 1

EXHIBIT "A-1"

DRAINAGE ACCEPTANCE



☉ CENTRAL AVENUE
PER INST. NO. 107764 O.R. REC. 8/11/72

N 33°12'29"E
88.03'

(LOCHMOOR)
(DRIVE)

$\Delta=54^{\circ} 30'00''$
R=465.00'
L=442.31'
T=239.49'

181.70'
N 21°17'31"E

INST. NO. 323286
REC. 8-18-94, O.R.

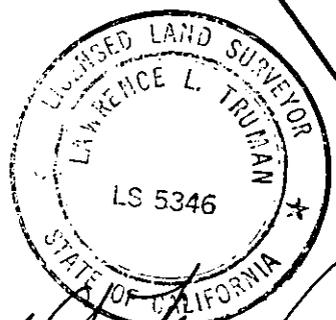
$\Delta=109^{\circ} 42'39''$
R=465.00'
L=890.39'
T=660.53'

P.O.C.
E. 1/4 COR., SEC. 32,
T.2 S., R.4 W., S.B.M.

N 01°35'20"E
187.39'

N 88°25'08"W
216.26'

T.P.O.B.



PREPARED UNDER THE
SUPERVISION OF:
LAWRENCE L. TRUMAN, L.S. 5346
KEITH INTERNATIONAL, INC.
INLAND EMPIRE DIVISION

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