

178-7

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RECEIVED FOR RECORD
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WHEN RECORDED MAIL TO:

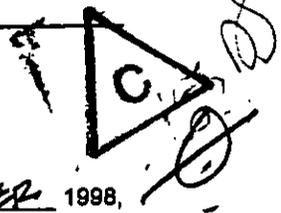
CITY CLERK
City of Riverside
City Hall, 3900 Main Street
Riverside, CA 92522

SEP - 4 1998

Recorded in Official Records
of Riverside County, California

Recorder: 
Fees \$

Project: 12295 Magnolia Avenue
Street Plan R-3310



**COVENANT AND AGREEMENT
FOR ACCEPTANCE OF DRAINAGE WATERS**

THIS COVENANT AND AGREEMENT is made and entered into this 4th day of SEPTEMBER 1998, by Gordon E. Mullens and Pamela Mullens, husband and wife as joint tenants, the fee owners of the real property (hereinafter referred to as the "Property") located in the City of Riverside, State of California, described as follows:

THE SOUTHWESTERLY 25.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY;

THAT PORTION OF LOT 13 AND 14 IN BLOCK 50 OF THE LANDS OF THE RIVERSIDE LAND IRRIGATING COMPANY, AS SHOWN BY MAP ON FILE IN BOOK 1, PAGE 72 OF MAPS, RECORDS OF SAN BERNARDINO, CALIFORNIA, LYING SOUTHERLY OF THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED AS PARCEL 1060-3C TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY GRANT DEED RECORDED FEBRUARY 27, 1969 AS INSTRUMENT NO. 19302, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID LOT 13, SAID POINT BEING THE INTERSECTION OF THE NORTHWESTERLY LINE OF MAGNOLIA AVENUE WITH NORTHEASTERLY LINE OF BUCHANAN STREET;

THENCE N55°41'45"E ALONG THE NORTHWESTERLY LINE OF MAGNOLIA AVENUE, SAID LINE BEING 66.00 FEET NORTHWESTERLY, MEASURED AT A RIGHT ANGLE TO THE CENTERLINE OF MAGNOLIA AVENUE, A DISTANCE OF 208.71 FEET;

THENCE N34°18'15"W AND PARALLEL WITH THE CENTERLINE OF BUCHANAN STREET A DISTANCE OF 11.00 FEET TO THE MOST WESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED AS PARCEL 2 TO THE CITY OF RIVERSIDE BY GRANT DEED RECORDED OCTOBER 8, 1976 AS INSTRUMENT NO. 152336;

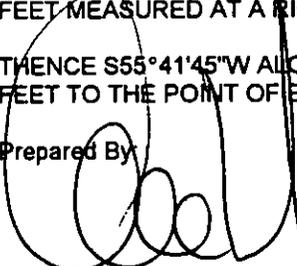
THENCE N55°41'45"E ALONG SAID NORTHWESTERLY LINE OF MAGNOLIA AVENUE, A DISTANCE OF 33.29 FEET TO THE POINT OF BEGINNING;

THENCE N34°18'15"W AND PARALLEL WITH THE CENTERLINE OF BUCHANAN STREET, A DISTANCE OF 310.86 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED AS PARCEL 1060-3C TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY GRANT DEED RECORDED FEBRUARY 27, 1969 AS INSTRUMENT NO. 19302;

THENCE N38°09'00"E ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 787.37 FEET TO A POINT ON THE EASTERLY LINE OF THE SOUTHWESTERLY ONE-HALF OF SAID LOT 14;

THENCE S34°20'35"E ALONG SAID EASTERLY LINE, A DISTANCE OF 548.23 FEET TO MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED AS PARCEL 2 TO THE CITY OF RIVERSIDE BY GRANT DEED RECORDED OCTOBER 8, 1976 AS INSTRUMENT 152336, SAID POINT BEING DISTANCE 77.00 FEET MEASURED AT A RIGHT ANGLE TO THE CENTERLINE OF MAGNOLIA AVENUE;

THENCE S55°41'45"W ALONG SAID NORTHWESTERLY LINE OF MAGNOLIA AVENUE, A DISTANCE OF 751.11 FEET TO THE POINT OF BEGINNING.

Prepared By 
Allen W. Martin, PLS 5306



DESCRIPTION APPROVED
9.4.98
RIVERSIDE CITY OF RIVERSIDE

In order to satisfy a condition for approval of the Street Improvement plans for Magnolia Avenue, the undersigned hereby agrees to accept upon the Property the surface storm flow and nuisance drainage waters (hereinafter referred to as "drainage waters") from Magnolia Avenue, a public street, which drainage waters are being conveyed through a parkway drain located in Magnolia Avenue, to a graded drainage swale on said Property, to a drop inlet at the rear of the Property. The drainage waters will then be conveyed from the drop inlet through a drainage pipe into the La Sierra Storm Channel. The undersigned further covenants and agrees to maintain said drainage swale and not to impede the flow of said drainage waters from the parkway drain onto the Property to the La Sierra Storm Channel.

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 the drainage waters discharged from Magnolia Avenue through the aforementioned storm drain outlet flooding, flowing over or remaining on the Property. The undersigned for themselves and their successors and assigns, waives any 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.

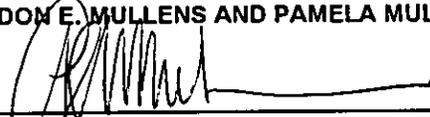
In this connection, the undersigned agrees, represents and warrants that it is familiar with, has read and understands Civil Code 1542, and they realize and acknowledge that factual matters now unknown to them may have given, or may hereafter give rise to claims, which are presently unknown, unanticipated and unsuspected, and 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 parkway drain onto the Property.

TERMINATION AND MODIFICATION: Subject to the prior written approval of the Public Works Director of the City of Riverside, this Declaration, and any provisions contained herein, may be terminated, modified or amended as to all of the Property or any portion thereof only upon the written agreement of the Owners of the property. No such termination, modification or amendment shall be effective until there shall have been executed, acknowledged and recorded in the Office of the Recorder of Riverside County, California, an appropriate instrument evidencing the same including the consent thereto by the City acting through its Public Works Director.

This COVENANT AND AGREEMENT, shall run with the land, and shall be binding upon the undersigned, their heirs, successors and assigns, or until such time as released by the Public Works Director of the City of Riverside in writing duly recorded.

IN WITNESS WHEREOF, the undersigned has caused this COVENANT AND AGREEMENT to be executed the day and year first written above.

GORDON E. MULLENS AND PAMELA MULLENS



Gordon E. Mullens



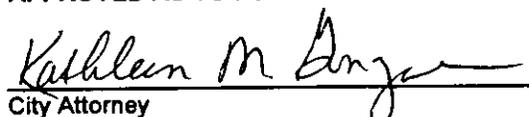
Pamela Mullens

APPROVED AS TO CONTENT:



Public Works Department

APPROVED AS TO FORM:

for 

City Attorney

S34°20'35"E ~ 548.23'

LOT 14

BLOCK 50

M.B. 1/72 SB

LOT 13

N89°00'00"E ~ 787.37'

S65°41'45"W ~ 751.11'

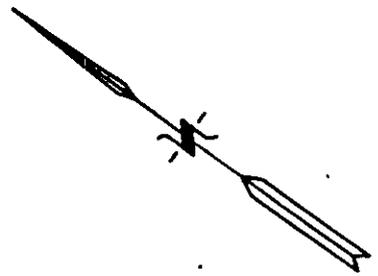
77'

N55°41'45"E

MAGNOLIA AVE.

N34°18'15"W ~ 310.86'

P.O.B.



249.61'

203.00'

L=42.28'
R=40.50'

215.48'

N34°18'15"W

44'

BUCHANAN ST.

CITY OF RIVERSIDE, CALIFORNIA

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

SCALE: 1" = 100'

DRAWN BY AR DATE 8/24/90

SUBJECT 12295 MAGNOLIA AVE. STREET PLAN R-3310

C/A 619

UNIVERSITY ALL-PURPOSE ACKNOWLEDGMENT

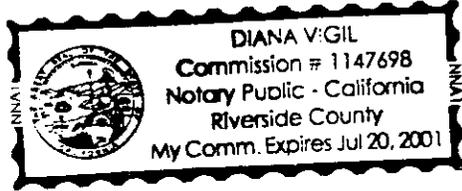
State of California

County of Riverside

On 9/13 before me, Diana Visil
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Gordon E. Mullens and Pamela Mullens as husband & wife
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.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

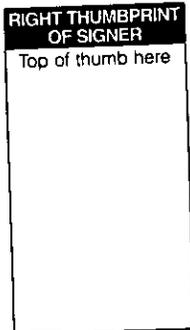
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

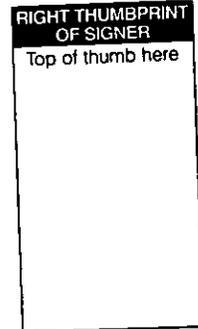
Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



C/A 6/19