

Recording Requested by
First American Title Company

OC # 1999-294556

07/01/1999 08:00A Fee:33.00

Page 1 of 10

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



WHEN RECORDED MAIL TO:

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

Project: VAC

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

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THIS COVENANT AND AGREEMENT is made and entered into this
10th day of OCTOBER, 1998, by HARVEST CHRISTIAN FELLOWSHIP,
a California Corporation, 6115 Arlington Avenue, Riverside, CA
("Declarant") with reference to the following facts:

A. Harvest Christian Fellowship ("Harvest") is the fee owner of the real property (the "Church"), located at 6115 Arlington Avenue in the City of Riverside, County of Riverside, State of California;

B. City is the owner of the Adams Street right of way (the "Property"), located in the City of Riverside, County of Riverside, State of California adjacent to the Church and described as follows:

[See Exhibit A, which is attached hereto and by this reference is incorporated herein.]

C. The Church is presently developed with a church and ancillary buildings and related parking lot improvements. The Property is presently part of a required and necessary drainage system which will be operated and maintained pursuant to the terms and conditions of this recorded Agreement

D. Declarant, as part of its project to construct a driveway on the Property wishes to provide for the acceptance of surface water runoff and storm water that will flow from the Church, the Property and other properties which lie in a northerly direction across the Property before discharging onto Arlington Avenue and public storm drains.

31.32434-31

E. Declarant desires to impose upon the Property a plan for its development to provide for the acceptance of surface water runoff and storm water upon the Property from the Church and other property lying in a northerly direction and to ensure the maintenance of the drainage facilities to protect the improvements to be constructed therein, and to adopt and establish covenants, conditions and restrictions upon and with respect to the Property for such purpose, all of which are in the furtherance of a general plan for the development and improvement of the Church and the Property, and for the purpose of enhancing, maintaining and protecting the value, desirability and attractiveness of the Church and the Property, and upon and subject to which all of the Property shall be held, improved and conveyed.

F. As a condition to the approval of the sale of the property, the Public Works Department of City is requiring that a means be provided for disposing of surface runoff water and storm water onto and from the Church, the Property and from the Northerly properties and that a document to so provide be executed and recorded.

NOW, THEREFORE, for the purposes of complying with a condition imposed by the Public Works Department of City, Declarant declares that the Property is, and shall hereafter be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the following covenants, conditions and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the development, improvement, protection, maintenance, and sale of the Property, and all of which are declared and agreed to be for the purpose of enhancing, maintaining, and protecting the value, desirability and attractiveness of the Property, and all of which are in consideration for the approval by the Public Works Department of the sale of the property. All of the covenants, conditions and restrictions shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the Property or any lot or portion thereof, and shall be binding on and inure to the benefit of each successor and assignee in interest of each such party. Any conveyance, transfer, sale, assignment, lease or sublease made by Declarant of a lot of the Property shall be and hereby is deemed to incorporate by reference all of the provisions of this document, including, but not limited to, all the covenants, conditions, restrictions, limitations, grants of easements, rights, right-of-way and equitable servitudes contained herein.

1. Definitions. In addition to the definitions hereinbefore set forth, the following words or phrases where used in this document (except when the context otherwise requires) shall have the following meanings:



a. "City" shall mean the City of Riverside, California, or its Public Works Department.

b. "Declaration" shall mean this Covenant and Agreement for Acceptance of Drainage Waters and Maintenance of Drainage Facilities.

c. "Drainage waters" shall mean storm water and/or surface water runoff and/or nuisance drainage waters whether from public or private property or public or private storm drain facilities including public or private streets.

d. "Established Drainage Facility" or "Established Drainage Facilities" shall mean any improvement constructed or installed by Declarant for drainage of drainage waters.

e. "Owner" shall mean any person, whether an individual, corporation, association or otherwise, in which title to Property is vested, as shown by the Official Records of the Office of the County Recorder of Riverside County, California. If more than one person is Owner of a lot, then all such persons shall be jointly and severally liable for all obligations herein of the Owner of a lot.

2. Maintenance of Established Drainage Facilities. Declarant shall maintain or cause to be maintained the Established Drainage Facilities consisting of, but not necessarily limited to, drainage channel, paved drainage ditches located on the Property.

3. Acceptance of Drainage Waters. Declarant for itself and its successors and assigns, hereby agrees to accept and does accept the drainage flow of surface water runoff and storm water onto the Property, from the Church and northerly properties.

4. Interference with Established Drainage Facilities and Natural Water Drainage. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken on any lot which may damage or interfere with, or obstruct or retard the flow of water through the Established Drainage Facilities. No wall, fence or other structure shall be placed on or near the property lines of any lot of the Property or the Church which would block the natural drainage flow of surface water runoff and storm water as accepted in Paragraph 3 above.

5. Maintenance of Established Drainage Facilities. Declarant shall maintain, repair and replace, when necessary, such Established Drainage Facility located on said Property and keep such Established Drainage Facility in a good order and repair at all times.



6. Enforcement. The provisions of this Declaration shall be enforceable at law or in equity by Declarant, each successive Owner and, subject to the provisions of Paragraph 8 below, City. In the event of any legal or equitable proceeding for the enforcement of or to restrain a violation of this Declaration, 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. The failure of Declarant, any Owner or City to enforce any provision of this Declaration shall in no event be deemed to be a waiver of the right to do so thereafter nor the right to enforce any other provision hereof.

7. Notice from City. Any remedy granted to City pursuant to Paragraph 7 hereof shall be exercisable by the City only if the Owner (including the Declarant) shall fail to cure a violation of breach hereof after five days' written notice from City, or, if such cure cannot be completed within such five-day period, if the Owner shall fail to commence to cure the same within such five-day period and to diligently prosecute such cure to completion. Any notice given by the City pursuant to this paragraph shall be delivered to the Owner in person, or sent by U. S. Mail, registered or certified, return receipt requested, postage prepaid, addressed to the Owner at the last known mailing address of the Owner.

8. Release. Declarant and each successive Owner of the Property hereby releases City and its officers and employees from any and all claims, demands, suits or other actions that Declarant or Owner and their heirs, successors or assigns may now or in the future have arising out of or incurred as a result of the drainage waters flooding, flowing over, or remaining on the Property whether due to natural surface water and storm water runoff or to the construction or maintenance of an Established Drainage Facility and the diversion of water into such facility. Declarant agrees that the matters released herein are not limited to matters which are known or disclosed, and Declarant for itself and each successive Owner, 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 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 it is familiar with, has read, and understands Civil Code Section 1542, and Declarant 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 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 City from any such unknown claims which are in any way related to water flooding, flowing over, or remaining on the Property whether due to natural surface water and storm water runoff or the construction and maintenance of the Established Drainage Facilities and the diversion of drainage waters into such facilities.

9. Effect of Declaration. Any person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property shall be deemed (a) to have consented and agreed to every covenant, condition, restriction and easement contained herein, and (b) to have granted and be subject to each applicable easement hereof, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Property.

10. Mutuality, Reciprocity, Run with Land. All of the provisions contained herein are made for the direct, mutual and reciprocal benefit of each and every portion of the Property and create mutual, equitable and reciprocal benefits for each and every portion of the Property and create mutual, equitable servitudes upon each portion as the servient tenement in favor of every other portion as the dominant tenement and create reciprocal rights and obligations among the respective Owners of all of the portions, and privity of contract and estate among all grantees of the portions, their successors and assigns in interest. In addition, each of the provisions hereof shall operate as covenants running with the land for the benefit of the Property and each portion, and shall inure to the benefit of all Owners thereof, their successors and assigns in interest, and shall apply to and bind each successive Owner of each portion thereof, their successors and assigns in interest.

11. Termination and Modification. Subject to the prior written approval of the Public Works Director of the City of Riverside, this Declaration, and any provisions contain 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 all 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

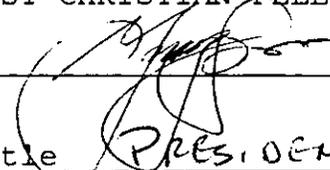
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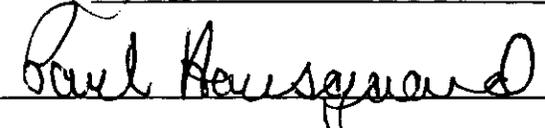
Riverside County, California, an appropriate instrument evidencing the same including the consent thereto by the City acting through its Public Works Director.

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

HARVEST CHRISTIAN FELLOWSHIP

By 

Title PRESIDENT

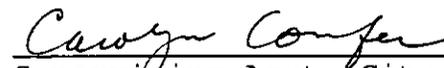
By 

Title SECRETARY

APPROVED AS TO CONTENT:


Public Works Department

APPROVED AS TO FORM:

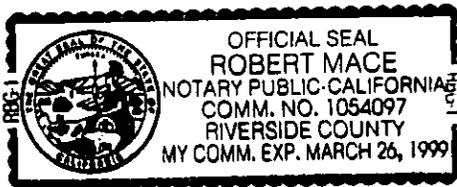

Supervising Asst. City Attorney



State of California)
County of RIVERSIDE) ss

On OCTOBER 1 1998, before me, the undersigned, a
Notary Public in and for said State, personally appeared _____
PAUL HANSGAARD

personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s) ~~is~~ 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

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:



EXHIBIT "A"

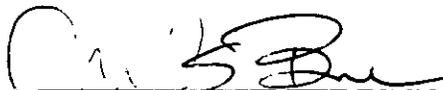
CU-30-656 - 6115 Arlington Avenue
RIVER ROAD PARKWAY - ADAMS STREET EXTENSION

That portion of the Southwest Quarter of Section 32, Township 2 South, Range 5 West, San Bernardino Meridian, as shown by United States Government Survey approved April 14, 1896, described as follows:

Lot "E" of Tract No. 2327, as shown by map on file in Book 47, Pages 97 through 99 of Maps, records of said Riverside County, California, **TOGETHER WITH** that certain parcel of land conveyed to the City of Riverside by Tax Collector's Deed recorded April 11, 1969, as Instrument No. 35831 of Official Records of said Riverside County, **AND** that portion of that certain parcel of land conveyed to the City of Riverside by Grant Deed recorded November 17, 1965, as Instrument No. 130373 of Official Records of said Riverside County, lying northerly of a line parallel with and distant 55.00 feet northerly, as measured at right angles, from the centerline of Arlington Avenue as shown by Record of Survey on file in Book 29, Pages 95 through 98 of Record of Surveys, records of said Riverside County;

EXCEPTING THEREFROM any portion which may be contained within Lot C of View Park Tract Unit No. 1, as shown by map on file in Book 39, Pages 55 and 56 of Maps, records of said Riverside County.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

 2/20/98 Prep. 
Mark S. Brown, L.S. 5655 Date

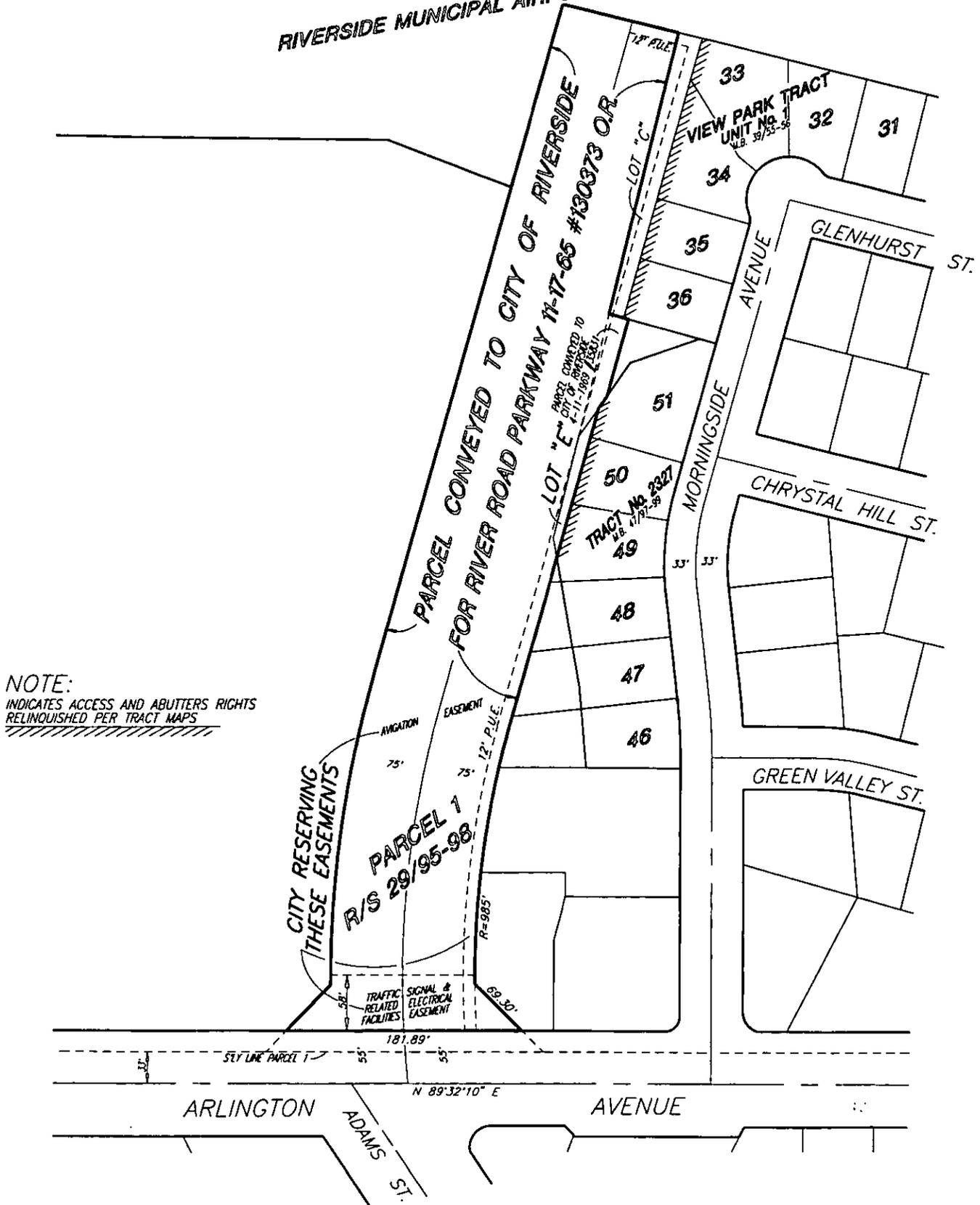
Mark S. Brown, L.S. 5655
License Expires 9/30/99



1999-294556
87/81/1999 88:88A
8 of 18



RIVERSIDE MUNICIPAL AIRPORT PROPERTY



NOTE:
INDICATES ACCESS AND ABUTTERS RIGHTS
RELINQUISHED PER TRACT MAPS

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

51-4

SCALE: N.T.S.

DRAWN BY: Kgs 2-19-98

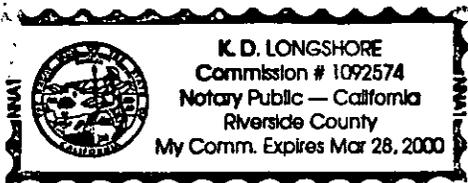
SUBJECT: ADAMS STREET EXTENSION - CU-30-656

CJA 649

State of California)
County of Riverside)^{ss}

On October 4, 1998, before me, K.D. Longshore, a
Notary Public
Notary Public in and for said State, personally appeared _____
Greg Laurie

~~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.

K.D. Longshore
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:

