



WHEN RECORDED MAIL TO:

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Riverside, California 92522

Project: Oxford Street

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COVENANT AND AGREEMENT  
FOR ACCEPTANCE OF DRAINAGE WATERS

THIS COVENANT AND AGREEMENT is made and entered into this 23<sup>RD</sup> day of JUNE, 1999 by JOHNSON TRACTOR COMPANY who took title as JOHNSON TRACTOR CO., a California corporation ("Declarant") with reference to the following facts:

M  
HB

A. Declarant is the fee owner of the real property ("the Property") situated in the City of Riverside, County of Riverside, State of California, described as follows:

Lot 1, Block 1 of PANN SUBDIVISION as shown by map on file in Book 7 of Maps, at Page 12 thereof, records of Riverside County, California.

B. The property is located adjacent to the Northerly right-of-way line of Oxford Street Easterly of Yale Street. Declarant has submitted to the City of Riverside ("City") certain street plans for the improvement of said Oxford Street, which plans show that the drainage waters in Oxford Street will be discharged onto the Property adjacent to an existing grate inlet, said inlet being part of Declarant's existing private drainage facility.

C. Declarant's said existing private drainage facility is an underground pipeline which flows northerly and easterly from Oxford Street and discharges to a public storm drain facility in the vicinity of La Cadena Drive.

D. As a condition to the approval of Declarant's Street Improvement Plans, City is requiring that a document be executed and recorded accepting the surface runoff water and storm water onto the Property from Oxford Street and its conveyance by way of a drainage facility to a public storm drain facility.

DESCRIPTION APPROVAL  
SUPERVISOR CITY OF RIVERSIDE

RECEIVED  
MAR 24 2000  
DEPT. OF PUBLIC WORKS

NOW, THEREFORE, for the purposes of complying with a condition imposed by City for the approval of the Street Improvement Plans for Oxford Street and in consideration of such approval, Declarant hereby covenants and agrees with City as follows:

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

b. "Drainage waters" shall mean storm water and/or surface water runoff and/or nuisance drainage waters whether from public or private property.

c. "Existing Drainage Facility" shall mean the underground pipeline system currently existing on the Property for drainage of drainage waters.

d. "Owner" shall mean any person, whether an individual, corporation, association or otherwise, in which title to the Property is vested, as shown by the Official Records of the Office of the County Recorder of Riverside County, California. Declarant shall be deemed the Owner of the Property until Declarant or its successors or assigns shall have executed and caused to be recorded in the office of the County Recorder of Riverside County, California, an instrument of conveyance conveying said Property. If more than one person is Owner of the Property, then all such persons shall be jointly and severally liable for all obligations herein of the Owner of the Property.

2. Acceptance of Drainage Waters. Declarant for itself and its successors and assigns, hereby agrees to accept and does accept onto the Property, the drainage waters flowing from the adjacent Oxford Street.

3. Interference with Existing Drainage Facility and Natural Water Drainage. Declarant agrees to maintain the Existing Drainage Facility in a clean, clear and operational condition at all times. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken on the Property which may damage or interfere with, or obstruct or retard, the flow of water through the Existing Drainage Facility and which may interfere with the natural flow of drainage water on and from Oxford Street.



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4. Release. Declarant and each successive Owner of the Property hereby release City, 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 maintenance of the Existing 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 Declarant is familiar with, has read, and understands Civil Code Section 1542, and Declarant realizes and acknowledges that factual matters now unknown to Declarant may have given, or may hereafter give rise to claims, which are presently unknown, unanticipated 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 maintenance of the Existing Drainage Facility and the diversion of drainage waters into such facility.

5. Enforcement. The provisions of this Declaration shall be enforceable at law or in equity by 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 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.

6. Covenant Running with Land. This Declaration shall run with the land and each and all of its terms shall be binding upon Declarant and Declarant's successors and assigns in interest, and shall continue in effect until such time as released by the Public Works Director of City by a writing duly recorded.

JOHNSON TRACTOR COMPANY, a  
California corporation

By William B. King  
Title President

By Pat Ames  
Title Corp. Secy.

APPROVED AS TO CONTENT:

Pat Ames  
Public Works Department

APPROVED AS TO FORM:

Kathleen M. Gonzales  
Assistant City Attorney

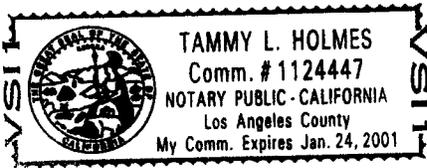


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State of California )  
County of Riverside ) SS

On June 23, 1999, before me, the undersigned,  
a Notary Public in and for said State, personally appeared \_\_\_\_\_  
Brenda K Clabough

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.

Tammy L. Holmes  
Signature

CAPACITY CLAIMED BY SIGNER

- Attorney-in-fact
- Corporate Officer(s)  
Title Secretary
- Guardian / Conservator
- Individual(s)
- Partner(s)  
     General       Limited
- Trustee(s)
- Other \_\_\_\_\_

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

\_\_\_\_\_

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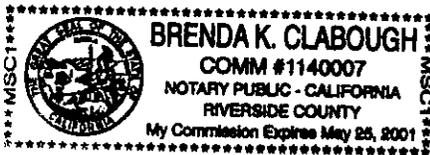


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State of California )  
County of RIVERSIDE ) ss

On JUNE 23, 1999, before me, the undersigned,  
a Notary Public in and for said State, personally appeared \_\_\_\_\_  
WILLIAM R. JOHNSON, JR.

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

CAPACITY CLAIMED BY SIGNER

- Attorney-in-fact
- Corporate Officer(s)  
Title PRESIDENT
- Guardian / Conservator
- Individual(s)
- Partner(s)  
 General       Limited
- Trustee(s)
- Other \_\_\_\_\_

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

\_\_\_\_\_

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