

When recorded, mail to
City of Riverside, 3900 Main Street
Riverside, CA. 92522
Attn: City Engineer

268457

RECEIVED FOR RECORD
30 Min. Past 12 o'clock
At Request of
Chicago Title Ins. Co.

Book 1983, Page 268457

DEC 28 1983

Records in Original Records
of Riverside County, California

William J. Conroy
Recorder
Fees

COVENANT AND AGREEMENT
AND DECLARATION OF RESTRICTIONS

(Parcel Map 17402)

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS
is made and entered into this 30th day of December, 1981, by
Third Street Business Center, the fee owners
of the real property located in the City of Riverside, County of
Riverside, State of California, described as follows:

Parcels 1 through 6 inclusive of Parcel Map 17402 as shown by map
on file in Book 119 of Parcel Maps, at pages 50 and 51
thereof, records of Riverside County, California.

DESCRIPTIVE APPROVAL
George P. Hutchinson
City Engineer

In consideration of the approval by the City of Riverside
of the street improvement plans for Parcel Map 17402 relating to
the division of the above-described property, the undersigned, on
behalf of themselves, their heirs, successors and assigns, hereby
covenant and agree with the City of Riverside as follows:

1. There shall be established from the cul de sac of
Trade Center Drive as shown on Parcel Map 17402,
the tentative map of which was approved by the
Planning Commission of the City of Riverside on
February 5, 1981 to the Water Course Zone located
approximately 175 feet northerly thereof a twenty-
four foot wide overland water flowway which shall
provide for the storm water runoff from Third Street
and Trade Center Drive to the aforementioned Water
Course Zone.
2. The aforementioned twenty-four foot overland water

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flowway shall be maintained free from any obstructions or structures and be kept in a clean and open condition at all times.

- 3. The undersigned, on behalf of themselves and their heirs, successors and assigns, hereby release the City of Riverside, its officers and employees from any and all claims, demands, suits, or actions that the undersigned or their heirs, successors or assigns may now or in the future have arising out of or received as a result of water flooding, flowing over, or remaining upon the property hereinabove described.
- 4. The undersigned on behalf of themselves, their heirs, successors and assigns, hereby agree to defend, indemnify and hold harmless the City of Riverside, its officers and employees from and against any and all liabilities, expenses, claims or causes of action arising out of or resulting from the grading, drainage facilities or street improvements approved by the City of Riverside relating to Parcel Map 17402.

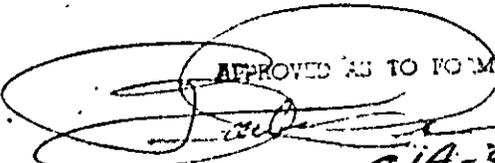
The City of Riverside may enforce this Covenant and Agreement in the event the undersigned or their heirs, successors or assigns default in their obligations as herein contained. Should the City of Riverside bring suit in court to enforce the terms of this Covenant and Agreement, the undersigned, or their heirs, successors or assigns agree to pay to the City of Riverside, said City's court costs including reasonable attorneys' fees.

This Covenant and Agreement shall run with the land and shall be binding upon the undersigned, their heirs, 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 the undersigned have caused this Covenant and Agreement to be executed the day and year first above written.

Third Street Business Center, By: Southern California Investment & a California General Partnership Development Company, a California General
 By: INCO Investments, a Calif. Partnership
 General Partnership

By: Albert Iten Albert Iten, its General Partner
 By: Steven C. Robertson Steven C. Robertson, its General Partner

APPROVED AS TO FORM

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STATE OF CALIFORNIA)
County of Los Angeles)ss.

On this 30th day of December, 1981, before me, a Notary Public in and for said County and State personally appeared Albert Iten known to me to be a General Partner of IN-CO Investments, a General Partnership that executed the within instrument on behalf of said Partnership, said Partnership being known to me to be one of the Partners of Third Street Business Center, a General Partnership, the Partnership that executed the within instrument and acknowledged to me that such Partnership executed the same as such Partner and that such Partnership executed the same.

WITNESS my hand and official seal.

Cynthia E. Leeger
Notary Public Cynthia E. Leeger



STATE OF CALIFORNIA)
County of Orange)ss.

On this 30th day of December, 1981, before me, a Notary Public in and for said County and State personally appeared Steven C. Robertson, known to me to be a General Partner of Southern California Investment & Development Company, a General Partnership that executed the within instrument on behalf of said Partnership, said Partnership being known to me to be one of the Partners of Third Street Business Center, a General Partnership, the Partnership that executed the within instrument and acknowledged to me that such Partnership executed the same as such Partner and that such Partnership executed the same.

WITNESS my hand and official seal.

Cynthia A. Spencer
Notary Public

