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

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At Request of
City of Riverside
Book 1982, Page 23024
FEB - 8 1982
Recorded in Official Records
of Riverside County, California
D. J. Sullivan Recorder
FEES \$

COVENANT AND AGREEMENT
AND GRANT OF PRIVATE STORM DRAIN EASEMENT
(Parcel Map 10467)

THIS COVENANT AND AGREEMENT AND GRANT OF PRIVATE STORM DRAIN EASEMENT is made and entered into this 4th day of February, 1982 by and between KARL RATH and DIANE RATH, husband and wife, hereinafter called "Rath"; GIL E. RUIZ and SEFERINA G. RUIZ, husband and wife, hereinafter called "Ruiz"; BRADLEY R. WEIR and BARBARA L. WEIR, husband and wife, hereinafter called "Weir"; and CASA CARILLO, INC., a California corporation, hereinafter called "Casa Carillo".

WITNESSETH:

WHEREAS Casa Carillo was the owner of the property located in the City of Riverside, County of Riverside, State of California, and described as Lot 8 and the westerly 9.00 feet of Lot 9 of Golden Terrace as shown by map on file in Book 11, Pages 82 and 83 of Maps, Records of Riverside County, California, at such time as said property was subdivided; and

WHEREAS for the purpose of complying with the conditions imposed by the City of Riverside for the approval of Parcel Map 10467 dividing the above-described property into four parcels, Casa Carillo executed that certain Covenant and Agreement for Private Storm Drain Easements dated February 25, 1980 and recorded in Book 1980, Page 48115, Official Records of Riverside County, California, wherein it was agreed to provide private storm drain easements on, over and across said property and to maintain said facilities in a good, usable and safe condition at all times; and

WHEREAS the private storm drain easement described in said recorded Covenant and Agreement does not reflect the area in which the storm drain facilities were actually placed; and

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WHEREAS the parties hereto desire to amend the description of the private storm drain easement to establish the necessary easement; and

WHEREAS Rath is now the fee owner of Parcel 1 of Parcel Map No. 10467, recorded in Book 79 of Parcel Maps, pages 8 and 9, records of Riverside County, California; and

WHEREAS Ruiz is now the fee owner of Parcel 2 of said Parcel Map No. 10467; and

WHEREAS Weir is now the fee owner of Parcel 3 of said Parcel Map No. 10467; and

WHEREAS Casa Carillo is still the fee owner of Parcel 4 of said Parcel Map No. 10467;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. A private storm drain easement is hereby established in, over, along and across the easterly 13 feet of Parcels 1, 2, 3, and 4 of Parcel Map No. 10467, recorded in Book 79 of Parcel Maps, pages 8 and 9 thereof, records of Riverside County, California, and the undersigned hereby grant and convey to each of the other parties executing this document that portion of said easement in, over, along and across the above-described property owned by the undersigned.
2. The undersigned, at their own cost and expense, shall maintain the private storm drain facilities in that portion of the subject easement located on the above-described property owned by the undersigned in a good, usable and safe condition at all times, clear of all debris, restrictions and obstructions, and shall promptly make all necessary repairs or maintenance as may be necessary to insure proper drainage.
3. The undersigned hereby agree to 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 and assigns may now or in the future have arising out of or incurred as a result of water flooding, flowing over, or

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remaining on the above-described property owned by the undersigned due to the private storm drain system and easement herein established and approved by the City of Riverside.

This Covenant and Agreement and Grant of Private Storm Drain Easement shall run with the land and shall be binding upon the undersigned, their heirs, successors and assigns until released by the City of Riverside, California.

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

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed the day and year first above written.

Parcel 1:

Karl Rath
KARL RATH
Diane Rath
DIANE RATH

Parcel 3:

Bradley R Weir
BRADLEY R. WEIR
Barbara L. Weir
BARBARA L. WEIR

Parcel 2:

Gil E. Ruiz
GIL E. RUIZ
Seferina G. Ruiz
SEFERINA G. RUIZ

Parcel 4:

CASA CARILLO, INC., a California corporation

By Paula Cullen
Title _____

By _____
Title _____

DESCRIPTION APPROVAL
by George Hitchman 2/25/82 by WTF

Barbara

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