

2

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

174635

City Clerk  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522

Project: Street Plan  
Parcel Map 25927

RECEIVED FOR RECORD  
30 Min. Past 8 o'clock A.M.

MAY 24 1991

Recorded in Official Records  
of Riverside County, California

W. J. [Signature] Recorder  
Fees \$ 14

COVENANT AND AGREEMENT  
FOR ACCEPTANCE OF DRAINAGE WATERS

THIS COVENANT AND AGREEMENT is made and entered into this 13th day of MAY, 1991, by BEREN, a limited partnership, the fee owner of the real property (hereinafter referred to as the "Property") located in the City of Riverside, County of Riverside, State of California, described on Exhibit "A" attached hereto and incorporated herein by this reference.

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned hereby agrees to accept upon the Property the surface storm flow and nuisance drainage waters (hereinafter referred to as "drainage waters") discharged from Omega Street, a public street within the City of Riverside.

The undersigned acknowledges that the construction of private drainage facilities may be required across that portion of the Property shown as the shaded area on the plat attached hereto as Exhibit "B" and incorporated herein by this reference, to convey said drainage waters from Omega Street. The undersigned covenants and agrees to maintain such drainage facilities in a manner as not to block or impede in any manner the flow of the drainage waters from said public street.

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 onto the Property from the aforementioned public street flooding, flowing over, or remaining on the Property. The undersigned, for itself and its successors and assigns, 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.

C/A 259

In this connection, the undersigned agrees, represents and warrants that it is familiar with, has read, and understands Civil Code Section 1542, and it realizes and acknowledges that factual matters now unknown to it may have given, or may hereafter give rise to claims, which are presently unknown, <sup>un</sup>anticipated 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 public street onto the Property.

RAB  
FB

This Covenant and Agreement shall run with the land and shall be binding upon the undersigned, its successors and assigns, and shall continue in effect until such time Omega Street is extended onto or through the above-described property and is accepted by the City as a public street, at which time this Covenant and Agreement shall automatically terminate.

IN WITNESS WHEREOF, the undersigned has caused this Covenant and Agreement to be executed the day and year first above written.

BEREN, a limited partnership

By: BERGUM CONSTRUCTION COMPANY, a corporation, a general partner

By RAB  
RANDY A. BERGUM, PRES.  
By Lucille Bergum  
LUCILLE BERGUM, SEC.

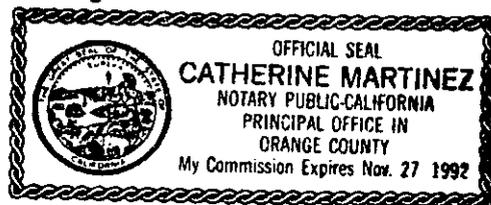
NOTARY ACKNOWLEDGEMENT

State of California )  
County of Orange )

On this 13 day of May, 1991, before me, Catherine Martinez, a Notary Public in and for said State, personally appeared Randy A. Bergum and Lucille Bergum, (personally known to me/~~proved to me on the basis of satisfactory evidence~~) to be the person(s) who executed the within instrument as the ✓ President and ✓ Secretary of Bergum Construction Company, a corporation, the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being a general partner of Beren, a limited partnership, the limited partnership that executed the within instrument and acknowledged to me that said corporation executed the said as said general partner and that said limited partnership executed the same.

My Commission Expires Nov. 27, 1992 Witness my hand and official seal.

Catherine Martinez  
Signature



## EXHIBIT "A"

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF LOT 7 OF TRACT 4042, AS SHOWN BY MAP ON FILE IN BOOK 73 OF MAPS, AT PAGES 8 THROUGH 10 INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 89° 39' 45" EAST, ALONG THE NORTHERLY LINE OF LUPINE STREET (VACATED), A DISTANCE OF 125.24 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 67° 49' 15" EAST, A DISTANCE OF 64.51 FEET;

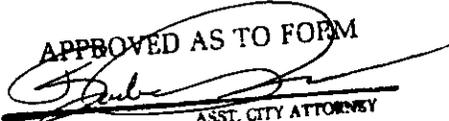
THENCE NORTH 89° 39' 45" EAST, A DISTANCE OF 41.00 FEET;

THENCE SOUTH 00° 20' 15" EAST, A DISTANCE OF 24.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LUPINE STREET (VACATED);

THENCE SOUTH 89° 39' 45" WEST, ALONG LAST MENTIONED NORTHERLY LINE, A DISTANCE OF 102.74 FEET TO THE POINT OF BEGINNING.

DESCRIPTION APPROVAL 5/24/91  
George P. Hutchinson by WF  
 SURVEYOR, CITY OF RIVERSIDE

APPROVED AS TO FORM

  
 ASST. CITY ATTORNEY

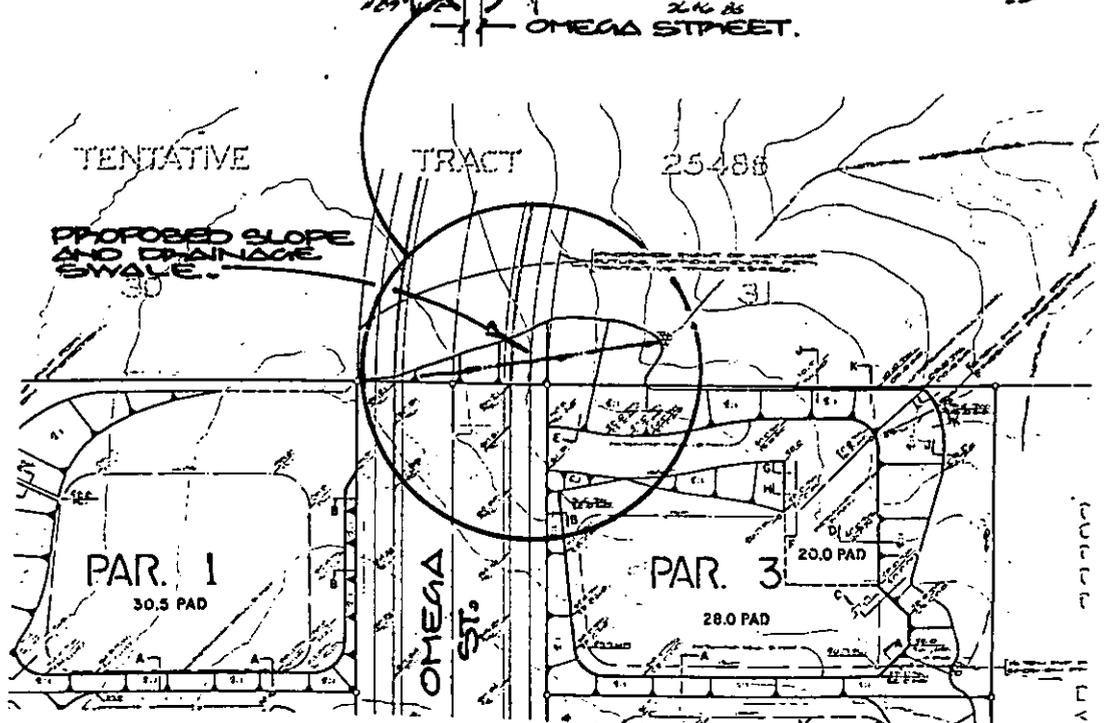
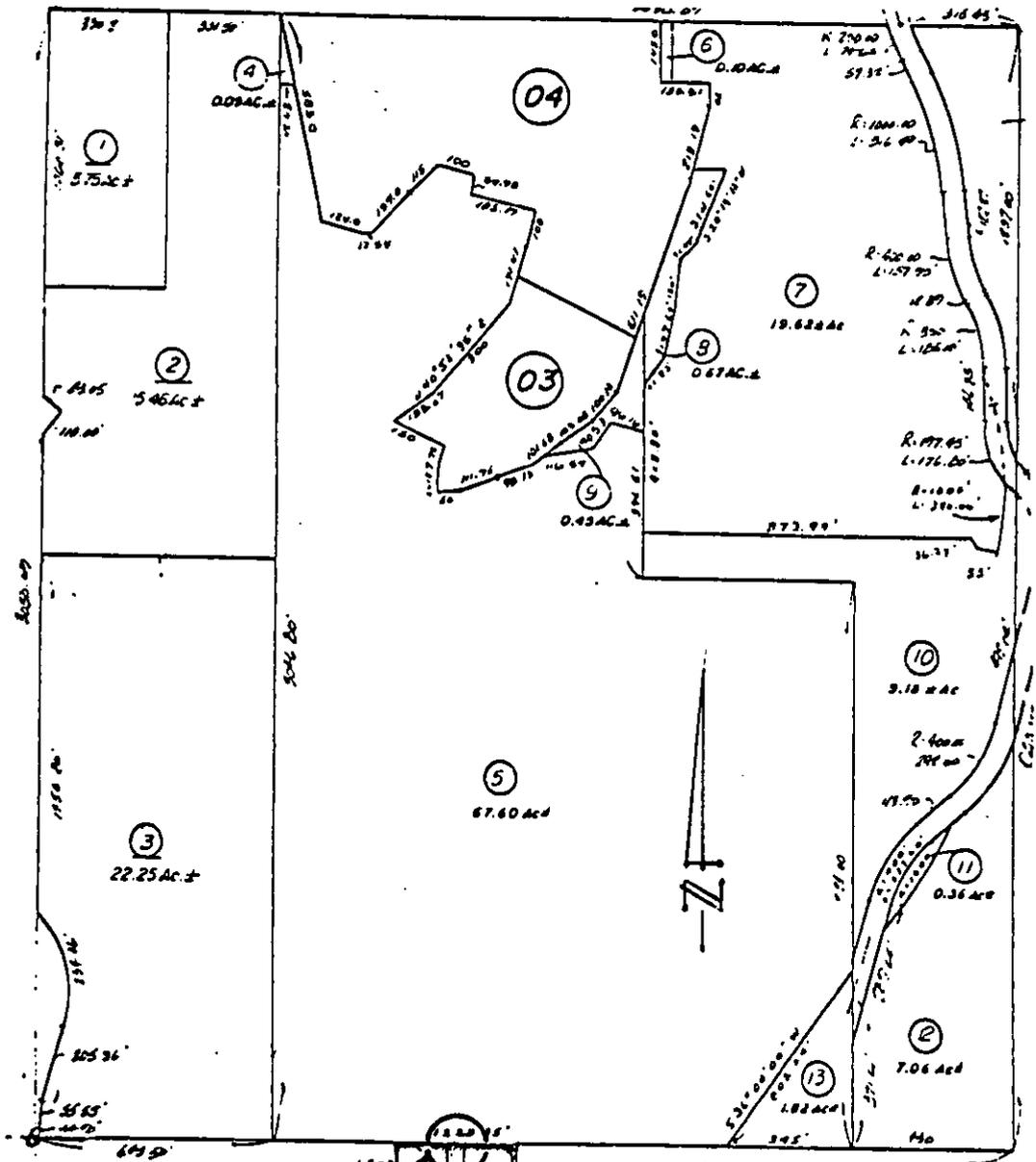


EXHIBIT 'D'