

475854

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

Project: Drainage Plan  
Parcel Map 24758

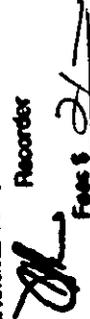
RECEIVED FOR RECORD  
AT 2:00 OCLOCK

DEC 22 1994

Recorded in Official Records  
of Riverside County, California

Recorder

Fees \$ 21



COVENANT AND AGREEMENT  
FOR ACCEPTANCE OF DRAINAGE WATERS

THIS COVENANT AND AGREEMENT is made and entered into this 14th day of December, 1994 by SPRINGBROOK CENTER, a General Partnership, the fee owner of the real property (hereinafter referred to as the "Flowage Way") 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 Flowage Way the storm flow and nuisance drainage waters (hereinafter referred to as "drainage waters") discharged from the open concrete channel and appurtenances, and future extensions of said open concrete channel, that transport drainage waters from Rivera Street, a public street, in P.M. 24758 per Map filed in book 184 of Parcel Maps, Page 68 through 70, Records of said County and from the property described on Exhibit "B" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Alamo Property") and from the future extension of Rivera Street and Alamo Street within and adjacent to the Alamo Property.

The undersigned acknowledges that the construction of private drainage facilities may be required across the Flowage Way to convey said drainage Waters from said Parcel Map and from said Alamo Property. 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 and said concrete channel.

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 Flowage Way from the aforementioned public street flooding, flowing over, or remaining on the Flowage Way. The undersigned, for itself and its successors and assigns, waives any and all rights and benefits which it now has, or in the

12/15/94  
SR

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, 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 unanticipated 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 Flowage Way.

This Covenant and Agreement shall run with the land and shall be binding upon the undersigned, its successors and assigns and shall continue until such time as permanent drainage facilities are constructed on the Flowage Way and said drainage facilities are dedicated to and accepted by said City.

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

SPRINGBROOK CENTER  
a General Partnership

By *Jim Schmitt*

Title *General Partner*

By \_\_\_\_\_

Title \_\_\_\_\_

APPROVED AS TO FORM

*[Signature]*  
ASS. CITY CLERK





EXHIBIT "A"  
Flowage Way

That portion of Parcel 2, as shown on Parcel Map 7179 in the City of Riverside, County of Riverside, State of California, as shown by map filed in Book 22, Page 31 of Parcel Maps in the office of the County Recorder of said County, described as follows:

Beginning at the intersection of the northwesterly prolongation of the northeasterly line of Alamo Street, 50 feet wide, as shown on the map of the Alamo Tract in said City, County and, State, filed in Book 9 Page 5 of Maps in the office of said Recorder with the northwesterly line of said Parcel 2, thence along said northwesterly line South 32° 04' 20" West 150.00 feet; thence South 57° 55' 40" East 98.77 feet to the southeasterly line of said Parcel 2; thence along said southeasterly line North 32° 44' 35" East 155.38 feet to said northwesterly prolongation; thence along said northwesterly prolongation North 60° 58' 50" West 100.73 feet to the point of beginning.

DESCRIPTION APPROVAL 12/15/94  
Mark S. Brown by WF  
SURVEYOR, CITY OF RIVERSIDE



EXHIBIT "B"  
Alamo Property

Those portions of Lots 1 and 45 of the Alamo Tract in the City of Riverside, County of Riverside, State of California, as shown by map filed in Book 9 Page 5 of Maps in the office of the County Recorder of said County, described as follows:

Commencing at the northeast corner of said Lot 45; thence along the easterly line of said Lot 45 South 17° 55' 42" West 318.22 feet to the true point of beginning of this description; thence continuing along said easterly line South 17° 55' 42" West 332.82 feet to a point distant thereon North 17° 55' 42" East 182.00 feet from the intersection of said easterly line with the northwesterly prolongation of the northeasterly line of Alamo Street, 50 feet wide, as shown on said map; thence parallel with said northwesterly prolongation North 60° 58' 50" West 200.00 feet; thence parallel with said easterly line South 17° 55' 42" West 182.00 feet to said northwesterly prolongation; thence along said prolongation North 60° 58' 50" West 654.03 feet to the northwesterly line of Parcel 2, as shown on Parcel Map 7179 as per map filed in Book 22, Page 31 of Parcel Maps in the office of said Recorder; thence along said northwesterly line North 32° 04' 20" East 506.67 feet to a line which is parallel with said northwesterly prolongation and which passes thru the true point of beginning; thence along said parallel line South 60° 58' 50" East 727.84 feet to the true point of beginning.

DESCRIPTION APPROVAL 12/15/94  
*Mark S. Brown*  
SURVEYOR, CITY OF RIVERSIDE by *LF*

