

FIRST AMERICAN

407742

RECORDING REQUESTED BY:

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WHEN RECORDED MAIL TO:

OCT 24 1996

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

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$ 15

Project: Parcel Map 28370

COVENANT AND AGREEMENT AND
FOR ACCEPTANCE OF DRAINAGE WATERS

THIS COVENANT AND AGREEMENT is made and entered into this
16th day of September, 1996, by STEVEN D. THOMAS and
SUSAN E. THOMAS, husband and wife, (collectively "Declarants")
with reference to the following facts:

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A. Declarants are the fee owners of the real property (the
"Property") consisting of two parcels ("Parcel 1" and "Parcel 2",
respectively) situated in the City of Riverside, County of
Riverside, State of California, described as follows:

Parcels 1 through 2 of Parcel Map 28370 as shown by map
on file in Book 188, of Parcel Maps at pages 58
through 59 thereof, Records of Riverside County, CA.

B. The Property presently consists of approximately 10.32
acres developed with a single family residence and Declarants
desire to divide the Property into two parcels pursuant to
tentative Parcel Map 28370.

C. The natural drainage pattern is that the drainage from
properties situated southeasterly of the Property flows onto and
across the Property and each parcel thereof in a northwesterly
direction to the property located northwesterly of the Property.

D. The City of Riverside has required that as a condition
of approval of Tentative Parcel Map 28370, that the Declarants
execute and record a Covenant and Agreement for cross-lot
drainage.

E. "Drainage Water" as used herein shall mean storm water
and/or surface water runoff and/of nuisance drainage waters
whether from public to private property.

NOW, THEREFORE, for the purposes of complying with a
condition imposed by the City of Riverside for the approval of
Parcel Map 28370 and in consideration of such approval,
Declarants hereby covenant and agree with the City of Riverside
as follows:

DESCRIPTION APPROVAL 9/12/96
by
Walter R. Jones
SURVEYOR, CITY OF RIVERSIDE

83-7
CIA 522

1. Declarants hereby agree to accept and do hereby accept onto Parcel 2 of the Property, the drainage waters which flow across the southeast boundary of Parcel 2 of the Property from properties located southeasterly thereof.

2. Declarants hereby agree not to impede or otherwise obstruct the flow of drainage waters flowing from properties located to the southeast onto Parcel 2 of the Property.

3. Declarants hereby agree to allow the water drainage to proceed in an unimpeded manner northwesterly across Parcel 2 of the Property to the boundary between Parcel 1 and Parcel 2 of the Property.

4. Declarants hereby agree to accept and do hereby accept onto Parcel 1 of the Property, the drainage waters which flow across the southeast boundary of Parcel 1 of the Property from Parcel 2 of the Property.

5. Declarants agree not to impede or otherwise obstruct the flow of drainage waters flowing from Parcel 2 of the Property onto Parcel 1 of the Property.

6. Declarants agree to allow the water drainage to proceed in an unimpeded manner northwesterly across Parcel 1 of the Property to the northwest boundary of Parcel 1 of the Property, thence southwesterly along the northwest boundary of Parcel 1 of the Property to a discharge point at the most westerly corner of Parcel 1 of the Property.

7. Declarants hereby agree to release the City of Riverside, its officers and employees from any and all claims, demands, suits or other actions that Declarants may now or in the future have arising out of or incurred as a result of the drainage waters flooding, flowing over or remaining upon the Property or either parcel thereof. Declarants for themselves and their heirs, successors and assigns waive any and all rights and benefits which they now have, or in the future may have, conferred upon them 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, Declarants agree, represent and warrant that they are familiar with, have read, and understand Civil Code Section 1542, and realize and acknowledge that factual matters now unknown to Declarants may have given, or may hereafter give rise to claims, which are presently unknown, unanticipated and unsuspected, and Declarants further agree, represent and warrant

that this release has been negotiated and agreed upon in light of that realization and that Declarants nevertheless intend to release, discharge and acquit the City of Riverside from any such unknown claims, which are in any way related to drainage waters flooding, flowing over or remaining on the Property or either parcel thereof.

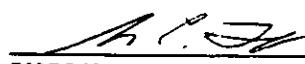
8. The provisions of this Covenant and Agreement shall be enforceable at law or in equity by the City of Riverside. In the event of any legal or equitable proceeding for the enforcement of or to restrain a violation of this Covenant and Agreement, or any provision hereof, the prevailing party therein shall be entitled to reasonable attorneys' fees in addition to any other costs to which such party is entitled.

9. This Covenant and Agreement shall run with the land and each and all of its terms shall be binding upon Declarants, their heirs, successors and assigns, and shall continue in effect until such time as released by the Public Works Director of the City of Riverside, California by a writing duly recorded.

IN WITNESS WHEREOF, Declarants have caused this Covenant and Agreement executed the day and year first above written.



 STEVEN D. THOMAS



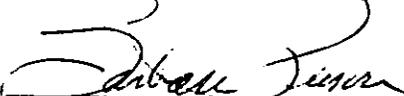
 SUSAN E. THOMAS

APPROVED AS TO CONTENT:



 Public Works Department

APPROVED AS TO FORM:



 Assistant City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

407742

State of California

County of Riverside

On 9/16/96 before me, Judith A. Riniker
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Susan E. Thomas & Steven O. Thomas
Name(s) of Signer(s)

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.

Judith A. Riniker
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

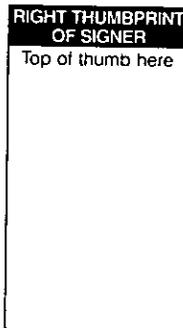
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

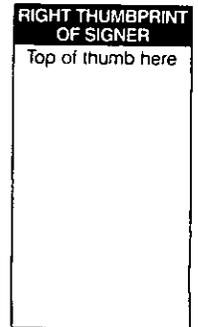
- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

