

214606

187-2

Orange Coast Title

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WHEN RECORDED MAIL TO:

MAY 27 1998

CITY CLERK  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522

Recorded in Official Records  
of Riverside County, California

Recorder  
Fees \$ 18-

SF

Project: Tract 27982-1

R-162238-4

For Recorder's Office Use Only

COVENANT AND AGREEMENT  
FOR ACCEPTANCE OF DRAINAGE WATERS

18/4

THIS COVENANT AND AGREEMENT is made and entered into this  
25<sup>TH</sup> day of *March*, 1998, by **FIESTA DEVELOPMENT, INC.**, A  
California Corporation ("Declarant") with reference to the  
following facts:

A. Declarant is the fee owner of the real property ("the  
Property") situated in the City of Riverside, County of  
Riverside, State of California, described as follows:

Lots 26 and 32 of Tract 27982-1 as shown by map on file  
in Book 270 of Maps, at Pages 35 through 38  
thereof, records of Riverside County, California.

B. The Property is part of a phased residential  
subdivision consisting of approximately 260 lots for single  
family residential purposes known as Tract 27982 located on  
the southerly side of Northrop Drive and the easterly side of  
Mission Grove Parkway and adjacent to March Air Reserve Base.  
The Property is located in Phase I of the larger subdivision.  
Declarant has submitted to the City of Riverside ("City")  
certain grading and storm drain plans for Tract 27982-1, which  
plans show that the surface storm flow and nuisance drainage  
waters in the natural drainage course on March Reserve Base  
located southerly of the Property will flow onto the southerly  
most two feet of Lot 32 of the Property through a two foot  
wide concrete drainage swale and will be discharged into a  
public drainage easement located along the southerly boundary  
of Lot 26 to Cairn Court, a public street.

C. Declarant desires to provide for the acceptance on  
the southerly most two feet of Lot 32 of the Property of the  
surface water runoff and storm water from that area of March  
Reserve Base adjacent to the Property and to ensure the  
construction of a private drainage facility to convey said  
waters to a public storm drain facility.

RECORDED  
APPROVED 3/13/98  
SURVEYED BY  
KOC

D. As a condition to the approval of the final map for Tract 27982-1 and the acceptance of Declarant's Grading Plan and Storm Drain Plan for Tract No. 27982-1, City is requiring that a document be executed and recorded accepting the surface runoff water and storm water onto the Property from the adjacent properties of March Reserve Base and its conveyance by way a of private drainage facility to a public storm drain facility.

NOW, THEREFORE, for the purposes of complying with a condition imposed by City for the acceptance of the Grading Plan and Storm Drain Plan for Tract No. 27982-1 and in consideration of such approval, Declarant hereby covenants and agrees with City as follows:

1. Definitions. In addition to the definitions hereinbefore set forth, the following words or phrases where used in this document (except when the context otherwise requires) shall have the following meanings:

a. "Declaration" shall mean this Covenant and Agreement for Acceptance of Drainage Waters.

b. "Drainage waters" shall mean storm water and/or surface water runoff and/or nuisance drainage waters whether from public or private property.

c. "Established Drainage Facility" shall mean the drainage swale constructed or installed on the Property by Declarant for drainage of drainage waters in accordance with the Grading and Storm Drain Plans for Tract No. 27982-1 on file with the Public Works Department of the City of Riverside.

d. "Owner" shall mean any person, whether an individual, corporation, association or otherwise, in which title to the Property is vested, as shown by the Official Records of the Office of the County Recorder of Riverside County, California. Declarant shall be deemed the Owner of the Property until Declarant or its successors or assigns shall have executed and caused to be recorded in the office of the County Recorder of Riverside County, California, an instrument of conveyance conveying said Property. If more than one person is Owner of the Property, then all such persons shall be jointly and severally liable for all obligations herein of the Owner of the Property.

2. Construction of Established Drainage Facility. Declarant shall construct or cause to be constructed the Established Drainage Facility consisting of a two-foot wide concrete drainage swale in accordance with the Grading Plan and Storm Drain Plan for Tract No. 27982-1 on file with the Public Works Department of the City of

Riverside, California. The Established Drainage Facility shall be constructed prior to the sale or development of the Property.

3. Acceptance of Drainage Waters. Declarant for itself and its successors and assigns, hereby agrees to accept and does accept onto the southerly most two feet of the Property, the drainage waters flowing from the adjacent March Reserve Base.

4. Interference with Established Drainage Facility and Natural Water Drainage. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken on the Property which may damage or interfere with, or obstruct or retard, the flow of water through the Established Drainage Facility and which may interfere with the natural flow of drainage water on and from March Reserve Base.

5. Release. Declarant and each successive Owner of the Property hereby release City, its officers and employees from any and all claims, demands, suits or other actions that Declarant or Owner and their heirs, successors or assigns may now or in the future have arising out of or incurred as a result of the drainage waters flooding, flowing over, or remaining on the Property whether due to natural surface water and storm water runoff or to the construction or maintenance of the Established Drainage Facility and the diversion of water into such facility. Declarant agrees that the matters released herein are not limited to matters which are known or disclosed, and Declarant for itself and each successive Owner, 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:

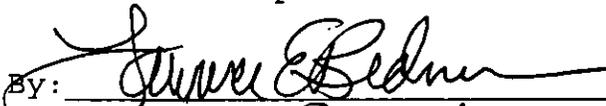
A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

In this connection, Declarant agrees, represents and warrants that Declarant is familiar with, has read, and understands Civil Code Section 1542, and Declarant realizes and acknowledges that factual matters now unknown to Declarant may have given, or may hereafter give rise to claims, which are presently unknown, unanticipated and unsuspected, and Declarant further agrees, represents and warrants that this release has been negotiated and agreed upon in light of that realization and that Declarant nevertheless intends to release, discharge, and acquit City from any such unknown claims which are in any way related to water flooding, flowing over, or remaining on the Property whether due to natural surface water and storm water runoff or the construction and maintenance of the Established Drainage Facility and the diversion of drainage waters into such facility.

6. Enforcement. The provisions of this Declaration shall be enforceable at law or in equity by City. In the event of any legal or equitable proceeding for the enforcement of or to restrain a violation of this Declaration, or any provision hereof, the prevailing party therein shall be entitled to reasonable attorneys' fee in addition to any other costs to which such party is entitled. The failure of City to enforce any provision of this Declaration shall in no event be deemed to be a waiver of the right to do so thereafter nor the right to enforce any other provision hereof.

7. Covenant Running with Land. This Declaration shall run with the land and each and all of its terms shall be binding upon Declarant and Declarant's successors and assigns in interest, and shall continue in effect until such time as released by the Public Works Director of City by a writing duly recorded.

FIESTA DEVELOPMENT, INC., a  
California Corporation

By:   
Title: Vice Pres./Secretary

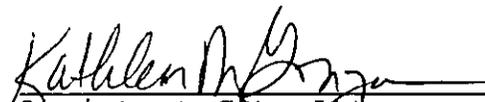
By: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO CONTENT:

  
Public Works Department

APPROVED AS TO FORM:

  
Assistant City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

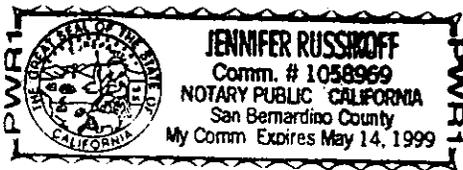
State of California

County of San Bernardino

On March 25, 1998 before me, Jennifer Russikoff, Notary Public

personally appeared Lawrence E. Redman

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person acted, executed the instrument.



WITNESS my hand and official seal.

Signature of Notary Public (handwritten signature)

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:

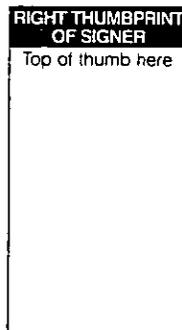
Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

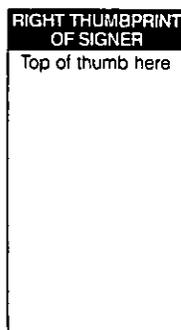
- Individual
Corporate Officer
Partner - Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing:

Signer's Name:

- Individual
Corporate Officer
Partner - Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing:

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