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TITLE CO

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WHEN RECORDED MAIL TO:

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

MAY 27 1998

Recorded in Official Records  
of Riverside County, California  
Recorder  
Fees \$ 18-

Project: Tract 27982-2

R-162239-4

For Recorder's Office Use Only

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SR

COVENANT AND AGREEMENT  
FOR ACCEPTANCE OF DRAINAGE WATERS

THIS COVENANT AND AGREEMENT is made and entered into this  
<sup>4<sup>TH</sup></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:

Lot 42 of Tract 27982-2 as shown by map on file in Book  
270 of Maps, at Pages 39 through 41 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 east side of Northrop Drive and the west side of Barton  
Street and adjacent to March Air Force Base. The Property is  
located in Phase II of the larger subdivision. Declarant has  
submitted to the City of Riverside ("City") certain grading  
and storm drain plans for Tract 27982, which plans show that  
the surface storm flow and nuisance drainage waters in the  
natural drainage course on March Air Force Base located  
easterly of the Property will flow onto the easterly most two  
feet 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 41 to Moray Court,  
a public street.

C. Declarant desires to provide for the acceptance on  
the easterly most two feet of the Property of the surface  
water runoff and storm water from that area of March Air Force  
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.

Water R. Stage  
City of Riverside

D. As a condition to the approval of the final map for Tract 27982-2 and the acceptance of Declarant's Grading Plan and Storm Drain Plan for Tract No. 27982, 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 Air Force Base and its conveyance by way of a 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 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 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 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 easterly most two feet of the Property, the drainage waters flowing from the adjacent March Air Force 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 Air Force 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:

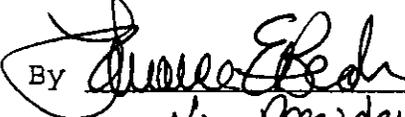
A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

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.

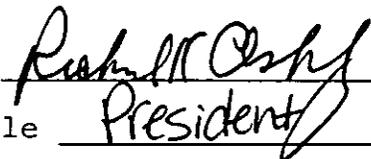
6. Enforcement. The provisions of this Declaration shall be enforceable at law or in equity by City. In the event of any legal or equitable proceeding for the enforcement of or to restrain a violation of this Declaration, or any provision hereof, the prevailing party therein shall be entitled to reasonable 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

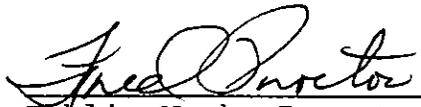
By 

Title Vice President

By 

Title President

APPROVED AS TO CONTENT:

  
Public Works Department

APPROVED AS TO FORM:

  
Assistant City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

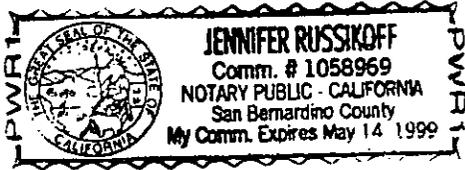
State of California

County of San Bernardino

On 3/4/98 before me, Jennifer Russikoff, Notary Public

personally appeared Lawrence E. Redman and Richard K. Ashby

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.

Jennifer Russikoff  
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: \_\_\_\_\_

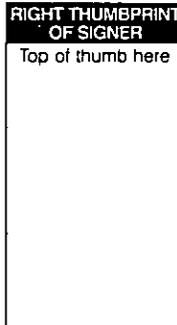
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

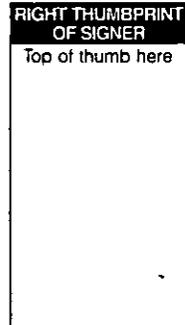
- Individual
 Corporate Officer
Title(s): \_\_\_\_\_
 Partner —  Limited  General
 Attorney-in-Fact
 Trustee
 Guardian or Conservator
 Other: \_\_\_\_\_



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: \_\_\_\_\_

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