

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

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

Project: Grading Plan
Parcel Map 24754

439810

RECEIVED FOR RECORD
Min. Post October M.

DEC 19 1991

Recorded in Official Records
of Riverside County, California

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

COVENANT AND AGREEMENT
FOR ACCEPTANCE OF DRAINAGE WATERS

THIS COVENANT AND AGREEMENT is made and entered into this 17th day of May, 1991, by SPECTRUM ASSOCIATES NO. 1, a California General 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 as follows:

Parcels 3 and 26 of Parcel Map 24536 as shown by map on file in Book 162 of Parcel Maps, at pages 91 through 98 inclusive, records of Riverside County, California.

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") from Lot "C" of Parcel Map 24754 as shown by map on file in Book 173 of Parcel Maps, at pages 97 and 98 thereof, records of Riverside County, California, a public street.

The undersigned acknowledges that private drainage facilities consisting of an asphalt swale and an earthen swale will be constructed on the most westerly portion of Parcel 26 of Parcel Map 24536. The undersigned covenants and agrees to maintain such drainage facilities in a manner as not to 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

DESCRIPTION APPROVAL 6/3/91
George P. White
SURVEYOR CITY OF RIVERSIDE

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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:

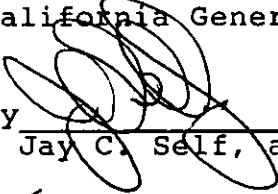
A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

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 Property.

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 as Parcel 26 of Parcel Map 24536 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.

SPECTRUM ASSOCIATES NO. I, a
California General Partnership

By 
Jay C. Self, a general partner

By 
Mark A. Thompson, a general partner

APPROVED AS TO FORM


ASST. CITY ATTORNEY

BP/2851A/jm
11/21/90