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WHEN RECORDED MAIL TO:

RECEIVED FOR RECORD  
AT 2:00 O'CLOCK

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

FEB 22 1996

Project: Tract 27618

Recorded in Official Records  
of Riverside County, California

Recorder *[Signature]*  
Fees \$ 18

COVENANT AND AGREEMENT  
FOR ACCEPTANCE OF DRAINAGE WATERS  
AND MAINTENANCE OF DRAINAGE FACILITIES

18  
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THIS COVENANT AND AGREEMENT is made and entered into this  
<sup>20<sup>th</sup></sup> day of FEBRUARY, 1996, by KIMMEL-PATTERSON DEVELOPMENT  
COMPANY, 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 8 of Tract 27618 as shown by map on file  
in Book 256 of Maps, at Pages 15 through 17  
thereof, records of Riverside County,  
California.

B. The Property is part of a single-family residential  
subdivision consisting of 22 lots located in the Casa Blanca  
community of the City of Riverside at the easterly terminus of  
Evans Street. The Property is located between Evans Street  
and The Atchison, Topeka and Santa Fe Railroad right-of-way.

C. Declarant has submitted to the City of Riverside  
("City") certain grading and street improvement plans for  
Tract 27618, which plans show that the surface storm flow and  
nuisance drainage waters from the property located easterly of  
the Property on the other side of Evans Street will flow into  
an inlet in Evans Street and then through an underground pipe  
drain located in Evans Street which underground pipe extends  
into a portion of the Property, at which point it discharges  
into an open concrete channel extending through an opening in  
a block wall at the common property line with The Atchison,  
Topeka and Santa Fe Railroad right-of-way. As a condition to  
the approval of the grading and street improvements plans for  
Tract 27618, City is requiring the owner of the Property to  
maintain at said owner's cost and expense that portion of the  
underground pipe and the open channel on the Property, with

DESCRIPTION APPROVAL 2/12/96  
Walter R. Jive BY \_\_\_\_\_  
SURVEYOR, CITY OF RIVERSIDE

First American Title Company has recorded  
this instrument by request as an accom-  
modation only and has not examined it for  
regularity and sufficiency or as to its effect  
upon the title to any real property that may  
be described herein

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C/A 494

City to maintain the underground pipe located within Evans Street as well as the inlet on the other side of the street from the Property.

D. Declarant desires to provide for the acceptance on the Property of the surface water runoff and storm water from the easterly property into the storm drain facilities shown on the grading and street improvements plans and to provide for the maintenance of such facilities which are located on the Property.

E. As a condition to the acceptance of Declarant's grading plan and street improvements plan for Tract 27618, City is requiring that a document be executed and recorded accepting the surface runoff water and storm water onto the Property from the easterly property by way of an underground pipe and open channel, and for the maintenance of such facilities located on the Property.

NOW, THEREFORE, for the purposes of complying with a condition imposed by City for the acceptance of the grading plan and street improvements plan for Tract 27618 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 and Maintenance of Drainage Facilities.

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 Facilities" shall mean the underground pipe and concrete channel constructed or installed by Declarant within the west 10 feet of the Property for drainage of drainage waters in accordance with the grading and street improvements plans for Tract 27618 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 Facilities. Declarant shall construct or cause to be constructed the Established Drainage Facilities consisting of an underground pipe and concrete channel in accordance with the grading plan and street improvements plan for Tract 27618 on file with the Public Works Department of the City of Riverside, California. The Established Drainage Facilities 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 west 10 feet of Lot 8 of Tract 27618 as shown by map on file in Book 256 of Maps, at pages 15 through 17 thereof, records of Riverside County, California, the drainage waters from the property lying easterly thereof across Evans Streets which are flowing through the underground pipe in Evans Street to the Property.

4. Interference with Established Drainage Facilities 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 Facilities and which may interfere with the natural flow of drainage water.

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 Facilities and the diversion of water into such facilities. 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:

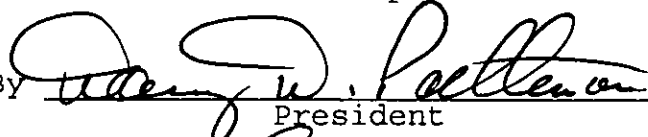
A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.


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 Facilities and the diversion of drainage waters into such facilities.

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.

KIMMEL-PATTERSON DEVELOPMENT COMPANY, INC.,  
a California corporation

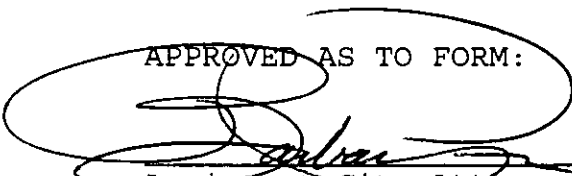
By   
President

By   
Secretary

APPROVED AS TO CONTENT:

  
Public Works Department

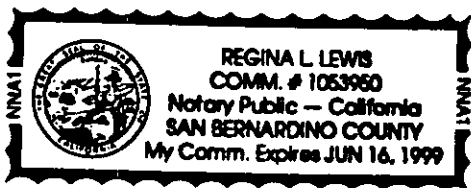
APPROVED AS TO FORM:

  
Assistant City Attorney

State of California )  
 ) ss  
County of Riverside )

On February 20, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared Danny D. Patterson and James M. Kimmel

personally known to me (~~or appeared to me on the basis of satisfactory evidence~~) to be the person (s) whose name (s) ~~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.

Regina L. Lewis  
Signature

CAPACITY CLAIMED BY SIGNER

- ( ) Attorney-in-fact
- Corporate Officer(s)  
Title President Secretary
- ( ) Guardian /Conservator
- ( ) Individual(s)
- ( ) Partner(s)  
( ) General ( ) Limited
- ( ) Trustee(s)
- ( ) Other \_\_\_\_\_

The party(ies) executing this document is/are representing: