

**Recording Requested By**

First American Title Company  
WHEN RECORDED MAIL TO:

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

Project: Box Springs Boulevard  
SWC of Eastridge Avenue  
Riverside, California

PW 04-0324

**DOC # 2004-1004648**

12/17/2004 08:00A Fee:22.00

Page 1 of 6

Recorded in Official Records

County of Riverside

Gary L. Orso

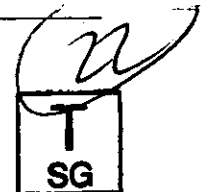
Assessor, County Clerk & Recorder



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FOR RECORDER'S OFFICE USE ONLY

**COVENANT AND AGREEMENT  
FOR ACCEPTANCE OF DRAINAGE WATERS**



THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 4<sup>th</sup> day of JUNE, 2004, by **48 Sycamore Canyon Partnership L.P., a California limited partnership** ("Declarant"), with reference to the following facts:

A. Declarant is the fee owner of the following described real property situated in the City of Riverside, County of Riverside, State of California, ("Parcel 2") currently identified by Assessor's Parcel Number 263-070-015-2, and more particularly described in Exhibit "A", which is attached hereto and incorporated within by reference.

B. Declarant desires to connect into an existing 36-inch RCP storm drain and extend that storm drain system onto Parcel 2 ("Project"). In connection with such development, Declarant has submitted to the City of Riverside ("City") certain grading plans for Project, which propose that the storm flow, irrigation and nuisance drainage water ("drainage waters") from Box Springs Boulevard, a public street, will flow into the catch basin.

C. As a condition for the acceptance of Declarant's grading plans for Project and the issuance of building and grading permits, City is requiring that an agreement be executed and recorded for the acceptance of drainage waters from Box Springs Boulevard onto Parcel 2 and to provide for the maintenance of the proposed underground drainage pipe on Parcel 2.

D. Declarant desires to provide for the acceptance of existing public drainage waters from Box Springs Boulevard onto Parcel 2 and is willing to record this Covenant and Agreement for Acceptance of Drainage Waters ("Covenant") to put future owners and successors-in-interest on notice of such conditions and restrictions.

NOW, THEREFORE, for the purposes of complying with the conditions imposed by the City of Riverside in Public Works Case No. PW04-0324, and for the issuance of building and grading permits, Declarant hereby covenants and agrees with the City that the following restrictions shall apply to the Property:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated into this Covenant by reference.

2. Construction of Drainage Facilities/Pipe. Prior to issuance of Certificate of Occupancy at the building located on Box Springs Boulevard at the SWC of Eastridge Avenue, Riverside, Declarant shall construct or cause to be constructed as the drainage facilities/pipe on Parcel 2 in accordance with the grading plans for Project filed with and accepted by the Public Works Department of City.

3. Noninterference with Drainage Facilities/Pipe. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken on Parcel 2 which may damage, interfere with, obstruct, or retard the flow of drainage waters through the drainage facilities/pipe constructed in accordance with the grading plans for Project filed with and accepted by the Public Works Department of City.

4. Maintenance of Drainage Facilities/Pipe. Declarant shall continuously maintain, and repair if necessary, any and all of the cross-lot drainage facilities/pipe described above; and this obligation for maintenance and repair shall be borne by the successors and assigns of Declarant.

5. Release. Declarant and its respective successors and assigns, hereby release City, its officers and employees from any and all claims, demands, suits or other actions that they 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 parcels, whether due to natural surface water and storm water runoff or to the construction or maintenance of the drainage facilities/pipe described above and the diversion of water into such facilities/pipe. Declarant and its respective successors and assigns, waive 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 ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MUST HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE DEBTOR.

In this connection, Declarant agrees, represents and warrants that it is familiar with, have read, and understand Civil Code Section 1542, and Declarant 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 unsuspected. Declarant further agrees, represents and warrants that this release has been negotiated and agreed upon in light of such 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 parcels whether due to natural surface water or storm water runoff or the construction or maintenance of the drainage facilities/pipe described above and the diversion of drainage waters into such facilities/pipe.

6. Enforcement. The provisions of this Covenant shall be enforceable at law or in equity by the City, its successors or assigns. Should the City bring an action to enforce the terms of the Covenant, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees, and reasonable costs of suit. The failure of City to enforce any provision of this Covenant 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.

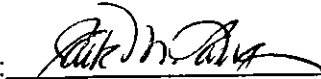
7. This Covenant shall run with the land and each and all of its terms shall be binding upon Declarant, its heirs, successors and assigns, and shall continue in effect until such time as released by the Public Works Director of the City of Riverside, California, by a writing duly recorded.

FURTHER, Declarant hereby represents and warrants that it has the legal power, right and actual authority to subject its property to the restrictions, terms and conditions stated herein.

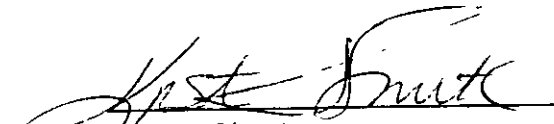
IN WITNESS WHEREOF, Declarant has caused this Covenant to be executed as of the day and year first written above.

48 Sycamore Canyon Partnership L.P.,  
a California limited partnership

By: Investment Building Group,  
a California corporation,  
General Partner

By:   
Jack M. Langson  
President and Secretary

APPROVED AS TO FORM:

  
Deputy City Attorney

APPROVED AS TO CONTENT:


  
Public Works Department

EXHIBIT "A"

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 2 OF A PARCEL MAP, ON FILE IN BOOK 14 PAGE 3 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN EXHIBIT "A" OF THE GRANT DEED TO THE CITY OF RIVERSIDE RECORDED AUGUST 22, 2003 AS INSTRUMENT NO. 2003-645411 OF OFFICIAL RECORDS.

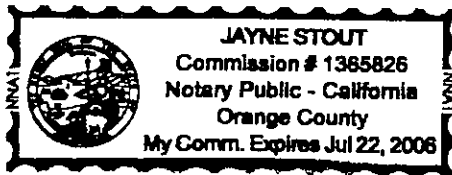
APN: 263-070-015-2

DESCRIPTION APPLICABLE  
  
CITY OF RIVERSIDE

STATE OF CALIFORNIA )  
COUNTY OF ORANGE )

On JUNE 4, 2004, before me, JAYNE STOUT, the undersigned, a notary public in and for said State, personally appeared JACK M. LANGSON 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/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Jayne Stout  
Notary Public

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2004, before me, \_\_\_\_\_, the undersigned, a notary public in and for said State, personally appeared \_\_\_\_\_ 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/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

CONSENT RESOLUTION OF SOLE DIRECTOR  
OF INVESTMENT BUILDING GROUP

The undersigned, being the Sole Director of Investment Building Group, hereby consents to the adoption of the following resolution:

RESOLVED, that the President and Secretary of this corporation, Jack M. Langson, is hereby authorized to execute any and all documents relating to Investment Building Group.

The above described act is taken without a meeting, pursuant to the written consent of the Sole Director, as evidenced by signature appearing below, and such consent is executed in accordance with the powers given to the directors under the bylaws of this corporation.

Dated: June 4, 2004



\_\_\_\_\_  
Jack M. Langson, Sole Director