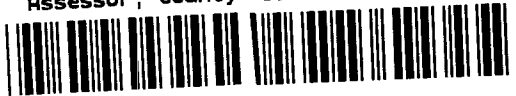


WHEN RECORDED MAIL TO:)
)
 City Clerk)
 CITY OF RIVERSIDE)
 City Hall)
 3900 Main Street)
 Riverside, CA 92522)
)
 PW05-0283)
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51006790 x14)

DOC # 2005-1079655
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 Page 1 of 6
 Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder



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COVENANT AND AGREEMENT
 FOR ACCEPTANCE OF DRAINAGE WATERS



THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 30 day of DECEMBER, 2005, by BROOKS BUSINESS PARK, LLC and HERMAN SNYDER, JR., an unmarried man (collectively the "Declarant"), with reference to the following facts:

RECITALS

- A. Declarant is the fee owner of the real property located in the City of Riverside, County of Riverside, State of California, more particularly described in Exhibit A, which is attached hereto and incorporated herein by this reference (the "Property").
- B. Declarant desires to have the City of Riverside approve the recording of Parcel Map No. 31869, in connection with the approval by the City of Riverside for the recording of the Parcel Map, the City is requiring that an agreement be executed and recorded for the acceptance of drainage waters from Spring Street.
- C. Declarant desires to provide for the acceptance of public drainage waters from Spring Street onto the Property and is willing to record this Covenant and Agreement for Acceptance of Drainage Waters ("Covenant") for the 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. PW05-0283, 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.

247-150-005-2

2. Construction of Drainage Facilities. Prior to the issuance of a Certificate of Occupancy for any building located on the Property, Declarant shall construct or cause to be constructed the drainage facilities in accordance with the grading plans for the Project filed with and accepted by the Public Works Department of the City.

3. Easement and Acceptance of Drainage Waters. Declarant, as owner and developer of all lots within the Property, for itself and its successors and assigns, hereby grants, and conveys to the City of Riverside, as easement for all that drainage waters that shall flow onto the Property from Spring Street.

4. Noninterference with Drainage Facilities. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken on the Property 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 the City.

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

6. Release. Declarant and its respective successors and assigns hereby release the 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 described above and the diversion of water into such facilities. 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 described above and the diversion of drainage waters into such facilities.

7. 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.

8. 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.

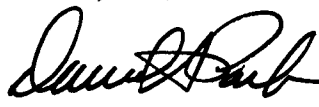
FURTHER, Declarant hereby represents and warrants that it has the legal power, right and actual authority to subject its property to the restrictions, terms and conditions stated herein.

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

BROOKS BUSINESS PARK, LLC,
a California limited liability company
By Chase Partners, Ltd., its attorney-in-fact

By: 
David A. Parker, President

HERMAN SNYDER, JR., an unmarried man
By Chase Partners, Ltd., his attorney-in-fact

By: 
David A. Parker, President

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Deputy City Attorney

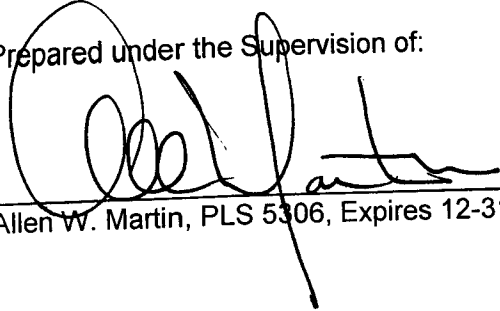
Public Works Department

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EXHIBIT "A"

Parcels 1 through 8, as shown by Parcel Map No. 31869 on file in Parcel Map Book _____, Pages _____ through _____, inclusive, records of Riverside County, California.

Prepared under the Supervision of:



Allen W. Martin, PLS 5306, Expires 12-31-05



NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF Los Angeles)

On December 19, 2005, before me, Maryna Danielian, the undersigned, a notary public in and for said State, personally appeared David A. Parker personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the written 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.



Maryna Danielian
Notary Public

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF Los Angeles)

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Maryna Danielian
Notary Public

LEGAL DESCRIPTION OF DOMINANT PARCEL

Parcel 3, as shown on Record of Survey on file in Book 40, Page 13, records of Riverside County, California, described as follows:

BEGINNING at the Northeasterly corner of said Parcel 3, said point also being on the Northwesterly right of way line (50.00 feet in half width) of the Union Pacific Railroad, as shown on said Record of Survey;

THENCE South 35°06'30" West along said Northwesterly railroad right of way, a distance of 206.14 feet;

THENCE South 66°52'15" West, a distance of 56.90 feet;

THENCE South 34°52'00" West, a distance of 49.56 feet to a point on the Southwesterly line of said Parcel 3;

THENCE North 51°56'30" West along said Southwesterly line of Parcel 3, a distance of 145.45 feet to the Westerly corner thereof;

THENCE North 35°06'30" East along the Northwesterly line of said Parcel 3, a distance of 173.96 feet to the Northwesterly corner thereof;

THENCE South 89°54'45" East along the Northerly line of said Parcel 3, a distance of 213.69 feet to the **POINT OF BEGINNING**.

Containing 0.91 acres, more or less.