

WHEN RECORDED MAIL TO:

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



Project: PW06-3659  
 5201 & 5207 Norwood Avenue

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COVENANT AND AGREEMENT AND  
 DECLARATION OF RESTRICTIONS FOR  
 ACCEPTANCE OF DRAINAGE WATERS AND EASEMENT

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THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 28th day of September, 2006 by **GABRIELA PLASCENCIA**, a **single woman** ("Property Owner of Parcel 1") and **HOME VISIONS, LLC**, a **California limited liability company** ("Property Owner of Parcel 2") (collectively "Declarants"), and with reference to the following facts:

A. Property Owner of Parcel 1 is the fee owner of the following described real property situated in the City of Riverside, County of Riverside, State of California, hereinafter referred to as "Parcel 1" and more particularly described in Exhibit "A" which is attached hereto and incorporated herein by reference.

B. Property Owner of Parcel 2 is the fee owner of the following described real property situated in the City of Riverside, County of Riverside, State of California, hereinafter referred to as "Parcel 2" and more particularly described in Exhibit "B" which is attached hereto and incorporated herein by reference.

C. Parcels 1 and 2 are adjoining lots with Parcel 1 lying Northwesterly of Parcel 2. Both parcels are a part of a rural residential subdivision and Parcel 2 will be a single family residence. Parcel 1 bears the street address of 5201 Norwood Avenue. Parcel 2 bears the street address of 5207 Norwood Avenue.

D. Property Owner of Parcel 2 desires to improve and develop Parcel 2 by constructing a single family residence. In connection with such development, Property Owner of Parcel 2 has submitted to the City of Riverside ("City") certain grading plans for the Project, which propose that the storm flow, irrigation and nuisance drainage waters ("Drainage Waters") from Parcel 2 will flow onto Parcel 1 and that both Parcels will be graded so as to establish drainage swales to channel the flow of the drainage

THIS DOCUMENT  
 IS TO BE FILED  
 IN THE OFFICE OF THE  
 COUNTY CLERK  
 COUNTY OF RIVERSIDE  
 CALIFORNIA

CIA 1034

waters on both parcels onto Norwood Avenue, a public street.

E. As a condition for the acceptance of Property Owner of Parcel 2's grading plans for the Project and the issuance of building and grading permits, the City is requiring that an agreement be executed and recorded for cross-lot drainage to provide for the acceptance of Drainage Waters from Parcel 2 onto Parcel 1 and to provide for the maintenance of the drainage swales on both parcels.

F. Declarants desire to provide for the acceptance of Drainage Waters from Parcel 2 onto Parcel 1 and are 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 under permit number 06-3659 and for the issuance of building and grading permits, Declarants hereby covenant and agree with the City that the following restrictions shall apply:

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

2. Construction of Drainage Swales/Facilities. Property Owner of Parcel 2 shall construct or cause to be constructed the drainage swales on Parcel 1 and Parcel 2 in accordance with the grading plans for PW06-0627 filed with and accepted by the Public Works Department of City.

3. Acceptance of Drainage Waters. Property Owner of Parcel 1 for herself and her successors and assigns, hereby agrees to accept onto Parcel 1 the Drainage Waters flowing from the adjacent Parcel 2.

4. Noninterference with Drainage Facilities/Swales. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken on Parcel 1 or Parcel 2 which may damage, interfere with, obstruct, or retard the flow of Drainage Waters through the drainage facilities/swales constructed in accordance with the grading plans filed with and accepted by the Public Works Department of City.

5. Maintenance of Drainage Facilities/Swales. Property Owner of Parcel 2 shall continuously maintain, and repair if necessary, any and all of the cross-lot drainage facilities/swales described above; and this obligation for maintenance and repair shall be borne by the successors and assigns of proprietor of Parcel 2. He, she or they shall maintain and repair the drainage and facilities/swales on Parcel 1 and Parcel 2.

6. Release. Declarants and each of them for themselves and their 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/swales described above and the diversion of water into such facilities/swales. Declarants and each of them, for themselves and their respective successors and assigns, waive any and all rights and benefits which they now have, or in the future may have, conferred upon them 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, Declarants and each of them agree, represent and warrant that they are familiar with, have read, and understand Civil Code Section 1542, and Declarants realize and acknowledge that factual matters now unknown to it may have given, or may hereafter give rise to claims, which are presently unknown, unanticipated and unsuspected. Declarants further agree, represent and warrant that this release has been negotiated and agreed upon in light of such realization and that Declarants nevertheless intend 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/swales described above and the diversion of drainage waters into such facilities/swales.

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. Run with the Land. This Covenant shall run with the land and each and all of its terms shall be binding upon Declarants, their 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, Declarants hereby represent and warrant that they have the legal power, right and actual authority to subject their respective parcels to the restrictions, terms and conditions stated herein.

*[remainder of page intentionally left blank]*

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

GABRIELA PLASCENCIA,  
a single woman



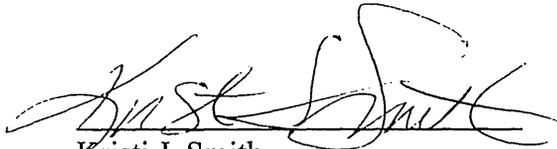
By: Gabriela Plascencia

HOME VISION, LLC,  
a California limited liability company



By: Jeff Johnston  
Its: Operating Manager

APPROVED AS TO FORM:



Kristi J. Smith  
Supervising Deputy City Attorney

APPROVED AS TO CONTENT:



Kevin Marstall  
Public Works Department

STATE OF CALIFORNIA )  
 )  
COUNTY OF RIVERSIDE )

On September 28<sup>th</sup>, 2006 before me, Brandi Walter, the undersigned, a notary public in and for said State, personally appeared Jeff Johnston 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.



*Brandi Walter*

Notary Public

STATE OF CALIFORNIA )  
 )  
COUNTY OF RIVERSIDE )

On September 28<sup>th</sup>, 2006 before me, Brandi Walter, the undersigned, a notary public in and for said State, personally appeared Gabriela Plascencia 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.



Brandi Walter  
Notary Public

EXHIBIT "A"

PARCEL 1:

ALL THAT PORTION OF LOT 12 OF ALGADENA, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGES 80 AND 81 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT; THENCE SOUTH 14° 13' 28" EAST ALONG THE WESTERLY LINE OF SAID LOT, 83.78 FEET, FORMERLY RECORDED 83.79 FEET, TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO AUSTINE. BUTLER AND JOYCE B. BUTLER, BY DEED FILED FOR RECORD JUNE 24, 1953 AS INSTRUMENT NO. 31156, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE CONTINUING SOUTH 14° 13' 28" EAST ALONG THE WESTERLY LINE OF SAID LOT, 75 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO CLARK B. WARREN AND NORMA M. WARREN, BY DEED FILED FOR RECORD JULY 28, 1953 AS INSTRUMENT NO. 36917, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA FOR THE POINT OF BEGINNING; THENCE NORTH 75° 46' 32" EAST ALONG THE SOUTH LINE OF SAID PARCEL, 150 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 14° 13' 28" WEST ALONG THE EAST LINE OF SAID PARCEL, 75 FEET TO A POINT ON THE NORTH LINE OF THE PARCEL CONVEYED TO AUSTIN E. BUTLER AND JOYCE B. BUTLER, BY THE DEED HEREIN ABOVE REFERRED TO; THENCE NORTH 75° 46' 32" EAST ALONG SAID NORTH LINE, 178.50 FEET; THENCE SOUTH 6° 45' 14" EAST AND PARALLEL WITH THE EAST LINE OF SAID LOT, 90.78 FEET; THENCE SOUTH 75° 46' 32" WEST, 316.8 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT, 15 FEET SOUTHERLY FROM THE POINT OF BEGINNING; THENCE NORTH 14° 13' 28" WEST ALONG THE WESTERLY LINE OF SAID LOT, 15 FEET TO THE POINT OF BEGINNING.

DESCRIPTION APPROVAL:

  
MARK S. BROWN  
CITY SURVEYOR

  
DATE

C/A 1034

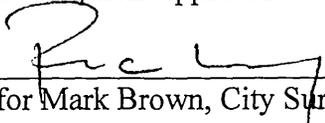
EXHIBIT "B"

PARCEL 2:

THAT PORTION OF LOT 12 OF ALGADENA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGES 80 AND 81 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 12; THENCE SOUTH 75°46'32" WEST, ALONG THE SOUTH LINE OF SAID LOT 12, A DISTANCE OF 175 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED TO MAURICE G. DRAPER AND NETTIE L. DRAPER, HUSBAND AND WIFE AS JOINT TENANTS, BY DEED RECORDED MAY 9, 1957, IN BOOK 2085, PAGE 263 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY; THENCE NORTH 06°45'14" WEST, ALONG THE WESTERLY LINE OF SAID "DRAPER" PROPERTY, A DISTANCE OF 90.78 FEET TO THE NORTHWEST CORNER THEREOF, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED TO CLARK B. WARREN AND NORMA M. WARREN, HUSBAND AND WIFE AS JOINT TENANTS, BY DEED RECORDED JANUARY 28, 1954, IN BOOK 1549, PAGE 163 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY; THENCE SOUTH 75°46'32" WEST ALONG THE SOUTHERLY LINE OF SAID "WARREN" PROPERTY, A DISTANCE OF 121.8 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE PROPERTY CONVEYED TO RALPH W. WOLF AND BLANCHE WOLF, HUSBAND AND WIFE AS JOINT TENANTS, BY DEED RECORDED JUNE 4, 1954, IN BOOK 1594, PAGE 377, OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY; THENCE SOUTH 14°13'28" EAST, ALONG THE EASTERLY LINE OF SAID "WOLF" PROPERTY, A DISTANCE OF 90 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 12; THENCE NORTH 75°46'32" EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 109.94 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

Description Approval:

  
for Mark Brown, City Surveyor      09-28-06      Date

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