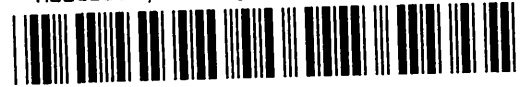


WHEN RECORDED MAIL TO:

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

Project: PM 33645

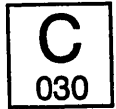
08/29/2007 08:00H Fee: 25.00  
Page 1 of 7  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



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

26



THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTION FOR ACCEPTANCE OF DRAINAGE WATER AND EASEMENT is made and entered into this 14 day of MAY, 2007, by THOMAS D. STRATTON and ADELIA STRATTON ("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, hereinafter referred to as Parcel Map 33645 ("PM 33645") more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference.

B. PM 33645 consist of approximately 4.7 acres which are or will be subdivided into 2 Parcels.

C. Declarant or future owners desire to improve and develop the parcels contained within PM 33645 and propose that the storm flow, irrigation and nuisance water (collectively "Drainage water") shall flow across the parcels contained therein for the benefit of both or either parcel, and that both or either parcel, where necessary, will be graded so as to establish drainage swales, and /or concrete v-gutters, to channel the flow of the Drainage Waters on and across either parcel onto the street.

D. Declarant desires to create an easement across both parcels for the acceptance of Drainage Water, such easement will be blanket in nature at this time.

E. As a condition for the acceptance of Declarants application, and for the recordation of PM 33645, City is requiring that an agreement be executed and recorded for cross-lot drainage to provide for acceptance of Drainage Waters across each Parcel within PM 33645 and to provide for the maintenance of the future drainage structures by the recording of a covenant.

F. Declarant desires to provide for the acceptance of Drainage Waters across both Parcels and is willing to record this Covenant and Agreement for Acceptance of Drainage Waters and easement ("Covenant") to put future owners and successors-in-interest on notice of such conditions and restrictions.

C/A 1017

NOW, THEREFORE, for the purpose of complying with the conditions imposed by the City under PM 33645, declarant hereby covenants and agrees 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 Facilities. Declarant, future owners and successors-in-interest shall construct or cause to be constructed the drainage swales in accordance with the grading plans for PM 33645 for each individual parcel, and they shall be filed with and accepted by the Public Works Department of the City of Riverside ("City") under the grading permit.

3. Easement and Acceptance of Drainage Waters. Declarant, as owner of all parcels within PM 33645, for itself and its successors and assigns, hereby grants, conveys and accepts an easement for Drainage Waters as will be depicted on grading plans and permit over, along and across both or either parcels of PM 33645.

4. Noninterference with Drainage Facilities/Swales or Catch Basin. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken within PM 33645 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 and Catch Basins. Declarant 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 Declarant.

6. Release. Declarant and it's 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. Declarant and it's respective successors and assigns, waives 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, Declarant agrees, represents and warrants that it is familiar with, has read, and understands 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

C/A 1017

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/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 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.

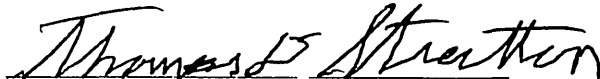
9. Non Merger. This Covenant shall not be subject to the doctrine of merger, even though the underlying fee ownership of the lots in PM 33645 described herein, are vested in one party or entity.

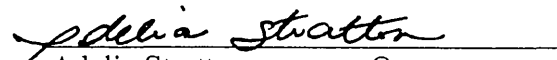
FURTHER, Declarant hereby represents and warrants that it has the legal power, right and actual authority to subject its property to the restrictions, terms and conditions stated herein.

*(remainder of page intentionally left blank)*

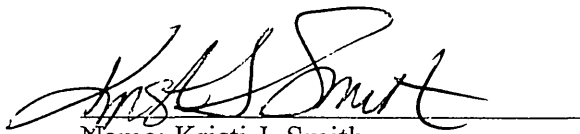
C/A 1017

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

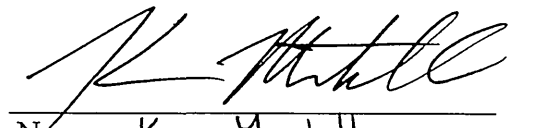
  
Thomas D. Stratton      Owner

  
Adelia Stratton      Owner

APPROVED AS TO FORM:

  
Name: Kristi J. Smith  
Supervising Deputy City Attorney

APPROVED AS TO CONTENT:

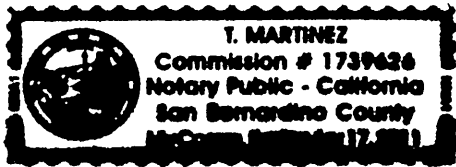
  
Name: Kevin Marshall  
Public Works Department

CIA 1017

STATE OF CALIFORNIA )  
 )  
COUNTY OF RIVERSIDE )

On July 18<sup>th</sup>, 2007, before me, T Martinez Notary Public, the  
Undersigned, a notary public in and for said State, personally appeared ADELIA STRATTON  
Thomas Stratton ~~personally known to me~~ (or proved to me on the basis of  
satisfactory evidence) to be the person whose name is subscribed to within instrument and  
acknowledge 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.



T Martinez  
Notary Public

CIA 1017



LARRY W. WARD  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

Recorder  
P O Box 751  
Riverside, CA 92502-0751  
(951) 486-7000

<http://riverside.asrelkrcc.com>

## NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: T. Martinez

Commission #: 1739626

Place of Execution: Riverside County, California

Date Commission Expires: April 17, 2011

Date: August 16, 2007

Signature: \_\_\_\_\_


Print Name: Steven J. Gallagher

EXHIBIT "A"

That certain real property located in the City of Riverside, Riverside County, California, described as follows:

Parcel 1 and 2 of Parcel Map No. 33645, as shown on map filed in book 222, pages 72 through 74 of Parcel Maps, records of Riverside County, State of California.

Description Approval:

  
FOR Mark S. Brown / 07-20-07  
City Surveyor Date

C/A 1017