

WHEN RECORDED MAIL TO:

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

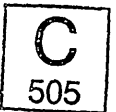
Project: TM 31067



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



THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 31st day of OCTOBER, 2007, by Vanessa Perez, a married woman as her sole and separate property as to Lot 7 and Felipe Olvera, a married man, as his sole and separate property and Jose A. Gamboa, a married man, as his sole and separate property, as joint tenants as to Lots 4, 5 and 6 ("Declarants"), with reference to the following facts:

A. Declarants are the fee owners of the following described real property situated in the City of Riverside, County of Riverside, State of California, hereinafter referred to as Lots 4, 5, 6, and 7 of Tract Map 31067 ("TM 31067") more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference.

B. TM 31067 consists of approximately 1.13 acres, which are or will be subdivided into 7 single family lots.

C. Declarants desire to improve and develop the lots contained within TM 31067. In connection with that development, Declarants have submitted to the City of Riverside ("City") certain grading plans for TM 31067, which propose that the storm flow and nuisance water (collectively "Drainage Water") shall flow across lots contained therein for the benefit of the entire project, and that all lots, where necessary, will be graded so as to establish concrete v-gutters to channel the flow of the Drainage Waters on and across certain lots onto the interior street of the project.

D. Declarants desire to create an easement across Lots 4, 5, 6 and 7 for the acceptance of Drainage Water, as depicted on grading permit PW07-0760, on file with City's Public Works Department.

E. As a condition for the acceptance of Declarants grading plan for TM 31067 and the issuance of building and grading permits, City is requiring that an agreement be executed and recorded for cross-lot drainage to provide for the acceptance of Drainage Waters across said lots within TM 31067 and to provide for the maintenance of the drainage swales by the recording of a covenant.

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F. Declarants desire to provide for the acceptance of Drainage Waters across Lots 4, 5, 6, and 7 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 TM 31067, 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. Declarants shall construct or cause to be constructed the drainage swales in accordance with the grading plan for TM 31067 filed with and accepted by the Public Works Department of City under grading permit PW07-0760

3. Easement and Acceptance of Drainage Waters. Declarants, as owners and developers of said lots within TM 31067, for themselves and their successors and assigns, hereby grant, convey, and accept an easement for Drainage Waters as depicted on grading permit PW07-0760 over, along, and across Lots 4, 5, 6, and 7 of TM 31067.

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 TM 31067 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 Basin. Declarants 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 Declarants.

6. Release. Declarants 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 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 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 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 them 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.

9. Non merger. This Covenant shall not be subject to the doctrine of merger, even though the underlying fee ownership of the lots in TM 31067 described herein, are vested in three parties or entities.

FURTHER, Declarants hereby represent and warrant that they have the legal power, right, and actual authority to subject their property to the restrictions, terms and conditions stated herein.

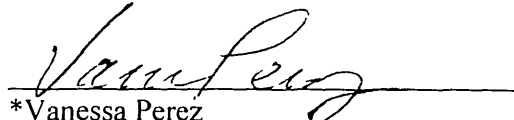
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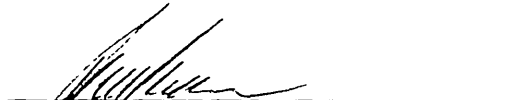



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IN WITNESS WHEREOF, Declarants have caused this Covenant to be executed as of the day and year first written above.

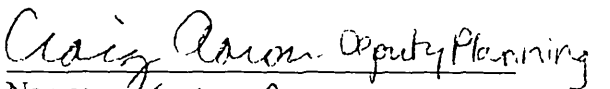
  
\*Vanessa Perez

  
\*Felipe Olvera

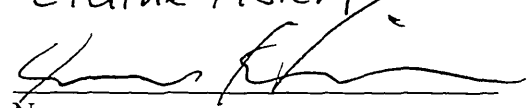
  
\*Jose A. Gamboa

\*Signature must be notarized.

APPROVED AS TO FORM:

  
Name: Craig Aaron Director  
~~SCA~~ Deputy City Attorney  
Deputy Planning Director

APPROVED AS TO CONTENT:

Elaine Hsieh  
  
Name:  
Public Works Department


APPROVED AS TO FORM  
  
NOTARY PUBLIC



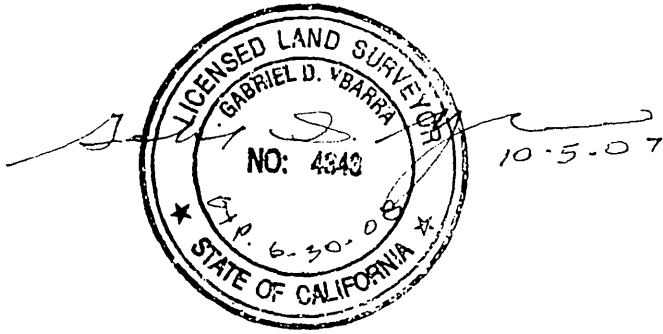


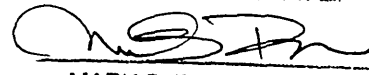


EXHIBIT "A"

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

LOTS 4, 5, 6 AND 7 OF TRACT MAP No. 31067 AS SHOWN BY MAP ON FILE IN BOOK 412 OF MAPS, AT PAGES 43 THROUGH 45, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.



DESCRIPTION APPROVAL  
  
MARK S. BROWN  
CITY SURVEYOR  
DATE 045/07

