

WHEN RECORDED MAIL TO:

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

Project: PW 07-0608



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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 28<sup>TH</sup> day of FEBRUARY, 2008, by **PALM CLIFF**, a California corporation ("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 15370 ("PM 15370") more particularly described in Exhibit "A" and depicted on Exhibit "B", both of which are attached hereto and incorporated herein by reference.

B. PM 15370 consists of approximately 4.1 acres which are or will be subdivided into four (4) single-family lots.

C. Declarant desires to improve and develop the lots contained within PM 15370. In connection with that development, Declarant has submitted to the City of Riverside ("City") certain grading plans for PM 15370, 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. Declarant desires to create an easement across lots two (2) and three (3) for the acceptance of Drainage Water, as depicted on grading permit PW 07-0608, on file with City's Public Works Department.

E. As a condition for the acceptance of Declarants grading plan for PW 07-0608 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 two (2) lots within PM 15370 and to provide for the maintenance of the drainage swales by the recording of a

C/A 1041

covenant.

F. Declarant desires to provide for the acceptance of Drainage Waters across lots two (2) and three (3) 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 under PW 07-0608, and for the issuance of building and grading permits, Declarant hereby covenants and agrees 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. Declarant shall construct or cause to be constructed the drainage swales in accordance with the grading plans for PM 15370 filed with and accepted by the Public Works Department of City under grading permit PW 07-0608.

3. Easement and Acceptance of Drainage Waters: Declarant, as owner and developer of all lots within PM 15370, for itself and its successors and assigns, hereby grants, conveys and accepts an easement for Drainage Waters as depicted on grading permit PW 07-0608 over, along and across lots two (2) and three (3) of PM 15370.

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 15370 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. 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 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/swales described above and the diversion of water into such facilities/swales. Declarant and its 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:

C/A 1041

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

PALM CLIFF  
a California CORP.

A. P. Nejedly  
By: APN  
Its: CHAIRMAN  
PRESIDENT  
CHAIRMAN  
By:  
Its:

APPROVED AS TO FORM:

[Signature] for  
Name: Kristi J. Smith  
Deputy City Attorney

APPROVED AS TO CONTENT:

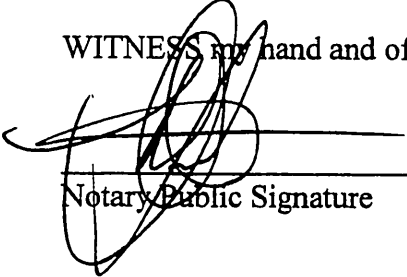
[Signature]  
Name: Elaine Hsieh  
Public Works Department

STATE OF California )  
 )  
COUNTY OF Riverside )

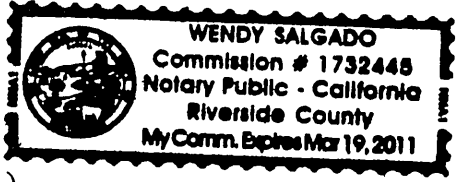
On February 26, 2008, before me, Wendy Salgado, Notary Public, personally appeared Alvin Charles Nejedly, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

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

(SEAL)



STATE OF )  
 )  
COUNTY OF )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

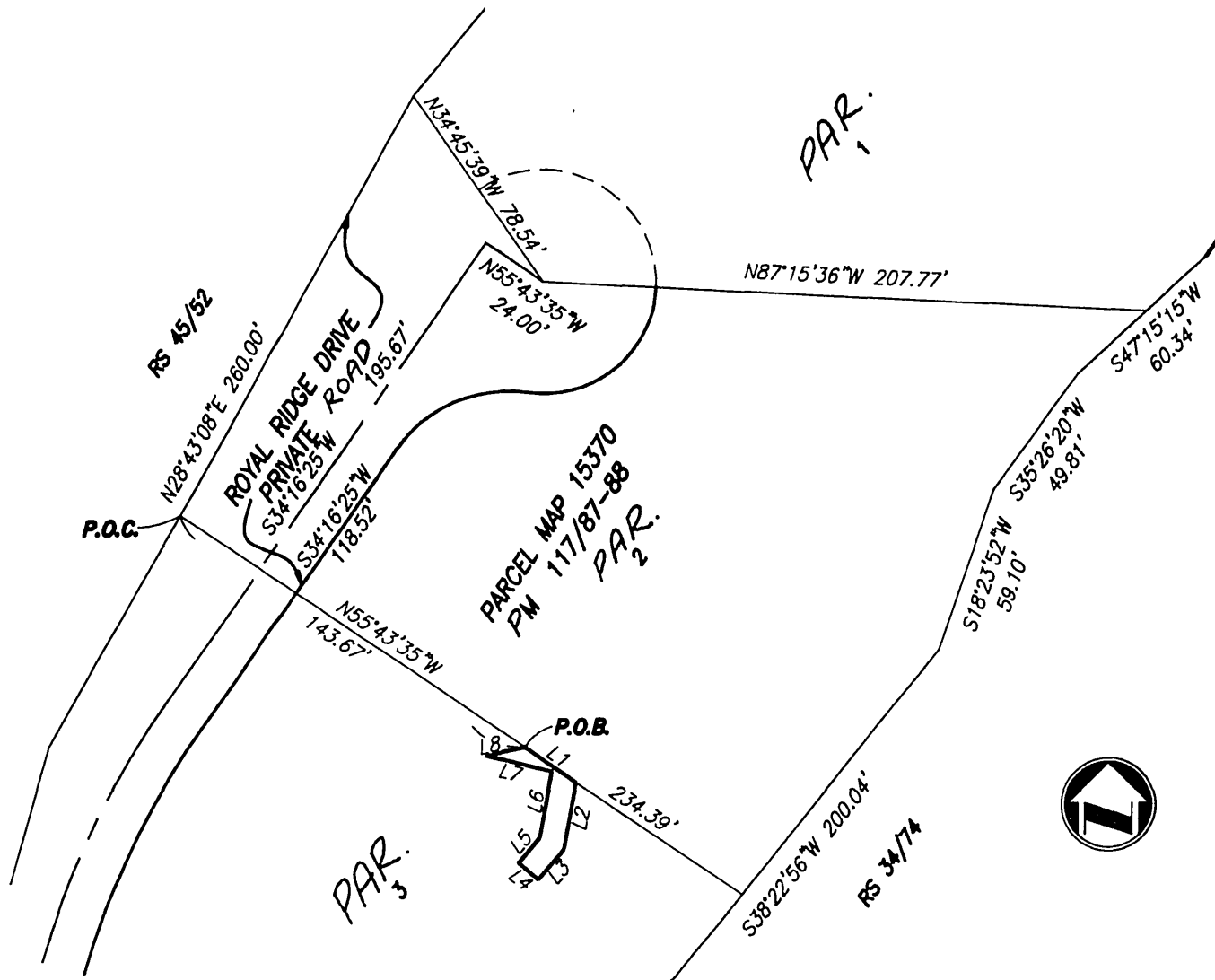
WITNESS my hand and official seal.

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

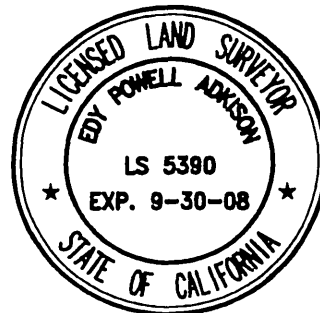
(SEAL)



# EXHIBIT "B" DRAINAGE EASEMENT



LINE TABLE		
LINE	BEARING	LENGTH
L1	N55°43'35"W	21.53'
L2	N10°24'04"E	23.95'
L3	N39°50'02"E	13.55'
L4	S50°09'58"E	9.00'
L5	S39°50'02"W	11.42'
L6	S10°14'06"W	23.45'
L7	S76°29'48"E	23.22'
L8	N76°57'38"E	13.57'



55-4

PLAT PREPARED BY:

## adkan

### ENGINEERS

Civil Engineering · Surveying · Planning  
6820 Airport Drive, Riverside, CA 92504  
Tel: (951) 688-0241 · Fax: (951) 688-0599

SCALE: 1"=60'      JOB NO. 7181      DATE: 10/07

APPROVED BY: 10-26-07

EDY P. ADKISON      L.S. 5390

CLIENT: AC NEJEDLY

## DRAINAGE EASEMENT FOR GRADING PURPOSES

CIA 1041