



WHEN RECORDED MAIL TO:

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

Project: PM 35379

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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 25 day of APRIL, 2008, by ORANGEWOOD CENTRE, LLC, a California limited liability company ("**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 35379 ("**PM 35379**") more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference.

B. PM 35379 consists of approximately **2.85 acres** which are or will be subdivided into four (4) or more parcels.

C. Declarant desires to improve and develop the parcels contained within PM 35379. In connection with that development, Declarant has submitted to the City of Riverside ("**City**") certain grading plans for PM 35379, which propose that the storm flow and nuisance water (collectively "**Drainage Water**") shall flow across parcels contained therein for the benefit of the entire project development, and that all parcels, where necessary, will be graded so as to establish drainage facilities/swales to channel the flow of the Drainage Waters on and across certain parcels to the location of their ultimate discharge.

D. Declarant desires to create an easement across those parcels identified on PM 35379 as Parcels 1 through 4 for the acceptance of Drainage Water, as depicted on grading permit PW06-1120, on file with City's Public Works Department.

E. As a condition for the acceptance of Declarant's grading plan for PM 35379 and the issuance of building and grading permits, City is requiring that an agreement be executed and

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recorded for cross-lot drainage to provide for the acceptance of Drainage Waters across the four (4) parcels within PM 35379 and to provide for the maintenance of the drainage facilities/swales by the recording of a covenant.

F. Declarant desires to provide for the acceptance of Drainage Waters across Parcels 1 through 4 of said Parcel Map 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 PM 35379, 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 facilities/swales in accordance with the grading plans for PM 35379 filed with and accepted by the Public Works Department of City under grading permit PW06-1120.

3. Easement and Acceptance of Drainage Waters: Declarant, as owner and developer of all parcels within PM 35379, for itself and its heirs, successors and assigns, hereby grants, conveys and accepts an easement for Drainage Waters as depicted on grading permit PW06-1120 over, along and across Parcels 1 through 4 of PM 35379.

4. Noninterference with Drainage Facilities/Swales. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken within PM 35379 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. 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 heirs, successors and assigns of Declarant.

6. Release. Declarant and it's respective heirs, 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 heirs, 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

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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 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 parcels in PM 35379 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.

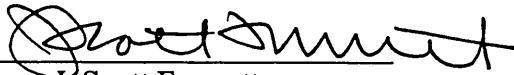
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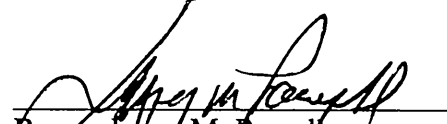
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IN WITNESS WHEREOF, Declarant has caused this Covenant to be executed as of the day and year first written above.

ORANGEWOOD CENTRE, LLC,
a California limited liability company

By: MDC-Dauchy, LLC
a California limited liability company
Its Manager

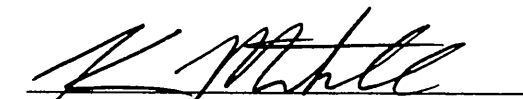

By: J. Scott Fawcett
Its: Manager


By: Larry M. Powell
Its: Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:


Name: Kristi J. Smith
Deputy City Attorney


Name: Keyin Marstall
Public Works Department

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STATE OF CALIFORNIA
COUNTY OF ORANGE

On APRIL 25, 2008 before me, KIMIKO SIMPSON Notary Public,
personally appeared J. SCOTT FAWCETT,
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.

Kimiko Simpson
SIGNATURE OF NOTARY PUBLIC



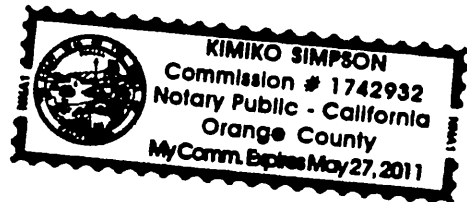
STATE OF CALIFORNIA
COUNTY OF ORANGE

On APRIL 25, 2008 before me, KIMIKO SIMPSON Notary Public,
personally appeared LARRY M. POWELL,
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.

Kimiko Simpson
SIGNATURE OF NOTARY PUBLIC



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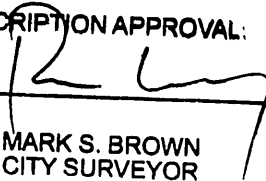
EXHIBIT "A"

Legal Description

Parcels 1 through 4, inclusive, of Parcel Map No. 35379, in the City of Riverside, County of Riverside, State of California, as shown by map filed in Book 225 of Parcel Maps, Pages 77 through 78, inclusive, in the Office of the County Recorder of said County.

DESCRIPTION APPROVAL:

BY:



05-01-08

DATE

FOR: MARK S. BROWN
CITY SURVEYOR

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