

WHEN RECORDED MAIL TO:

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

Project: 7383 Crystal View Terrace
Riverside, California 92508

DOC # 2008-0547231
10/09/2008 08:00A Fee:21.00
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Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



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COVENANT AND AGREEMENT
FOR ACCEPTANCE OF DRAINAGE WATERS

28



THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 3rd day of OCTOBER, 2008, by Lance W. Stracner and Silvia R. Stracner, Co-Trustees of the Lance W. Stracner and Silvia R. Stracner Living Trust Dated May 13, 2005 ("Declarants"), with reference to the following facts:

A. David R Reeves Family Trust 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":

Lot 7 of Tract Map 29628, Assessor Parcel # 243-590-006

B. Lance W. Stracner and Silvia R. Stracner, Co-Trustees of the Lance W. Stracner and Silvia R. Stracner Living Trust Dated May 13, 2005 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":

Lot 6 of Tract Map 29628, Assessor Parcel # 243-590-005

C. Parcels 1 and 2 are adjoining lots with Parcel 1 lying westerly of Parcel 2. Both parcels are a part of a residential subdivision development. Parcel 1 bears the street address of 314 Eternal Way. Parcel 2 bears the street address of 7383 Crystal View Terrace.

D. Lance W. Stracner and Silvia R. Stracner, Co-Trustees of the Lance W. Stracner and Silvia R. Stracner Living Trust Dated May 13, 2005 desires to improve and develop Parcel 2 by constructing a single family residence. In connection with such development, Lance W. Stracner and Silvia R. Stracner, Co-Trustees of the Lance W.

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Stracner and Silvia R. Stracner Living Trust Dated May 13, 2005 has submitted to the City of Riverside ("City") certain grading plans for a single family residence, which proposes that the storm flow, irrigation and nuisance drainage water ("drainage waters") from the easterly slope of Parcel 1 will flow onto Parcel 2, and that Parcel 2 will be graded so as to establish drainage swales to channel the flow of the drainage waters onto Crystal View Terrace, a public street.

E. As a condition for the acceptance of Lance W. Stracner and Silvia R. Stracner, Co-Trustees of the Lance W. Stracner and Silvia R. Stracner Living Trust Dated May 13, 2005 grading plans for a single family residence 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 1 onto Parcel 2.

F. Declarants desire to provide for the acceptance of drainage waters from Parcel 1 onto Parcel 2 and are willing to record this Covenant and Agreement for Acceptance of Drainage Waters ("Covenant") to put future owners and successor-in-interest on notice of such conditions and restrictions.

NOW, THEREFORE, for the purposes of complying with the conditions imposed by the City of Riverside for the issuance of building and grading permits, Declarants hereby covenant and agree with the City that the following restrictions shall apply to the Property:

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 facilities/swales on Parcel 2 in accordance with the grading plans for a single family residence filed with and accepted by the City of Riverside, Public Works Department.
3. Acceptance of Drainage Waters. Property Owner of Parcel 2, for itself and it's successors and assigns, hereby agrees to accept and does accept onto Parcel 2 the drainage waters flowing from the adjacent Parcel 1.
4. Noninterference with Cross-Lot Drainage Facilities/Swales. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken on 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 for Project filed with and accepted by City of Riverside, Public Works Department.
5. Maintenance of Drainage Facilities/Swales. Declarants 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 Declarants as to Parcel 2 for the cross-lot drainage facilities/swale located on Parcel 2.

6. Release. Declarants and each of them, for themselves and their respective successors and assigns, hereby release the 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 EFFECTED 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 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 Covenants, the prevailing party shall be entitled to reasonable attorney's 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. 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.



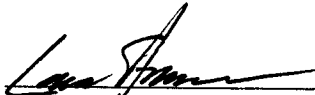
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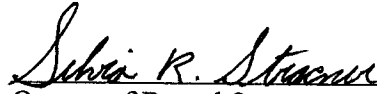
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FURTHER, Declarants and each of them hereby represent and warrant that they have the legal power, right and actual authority to subject their respective parcels to the restrictions, terms and conditions stated herein.

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

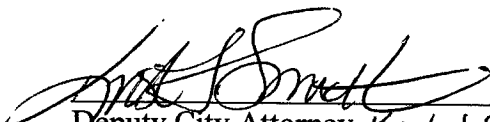
Lance W. Stracner and Silvia R. Stracner, Co-Trustees of the
Lance W. Stracner and Silvia R. Stracner Living Trust Dated May 13, 2005

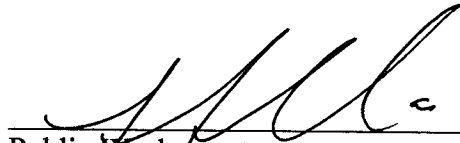

Owner of Parcel 2
Printed Name : Lance W. Stracner
Title: Owner


Owner of Parcel 2
Printed Name: Silvia R. Stracner
Title: Owner

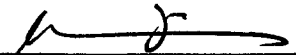
APPROVED AS TO FORM:

APPROVED AS TO CONTENT:


Deputy City Attorney *Krish J. Smut*


Public Works: LEONARD ALBANO

DESCRIPTION APPROVAL:

BY:  10/6/08
DATE

FOR: MARK S. BROWN
CITY SURVEYOR



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State of California

County of Riverside } ss

On October 3, 2008, before me, Susan Hott, a notary public, personally appeared Lance and Silvia R. Stracner 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.

Susan Hott
Notary Signature



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