

C. P.W. Lita. Mark Brown

DOC # 2009-0222947

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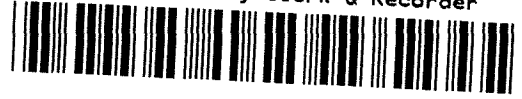
Page 1 of 7

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



WHEN RECORDED MAIL TO:

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

Project: TTM-31147-1

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

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THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 31 day of MARCH, 2009, by INFINITY HOMES RV I, LLC, a Delaware 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 Tract Map 31147-1 ("TM 31147-1") more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference.

B. TM 31147-1 consists of approximately 26.82 acres and is subdivided into three (3) single family lots (7200 square foot minimum size) and one (1) remainder lot.

C. Declarant desires to improve and develop the lots contained within TM 31147-1. In connection with that development, Declarant has submitted to the City of Riverside ("City") certain grading plans for TM 31147-1, which propose that the storm flow, irrigation and nuisance water (collectively "Drainage Water") shall flow across several lots contained therein for the benefit of the entire project, and that all lots, 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 certain lots onto the interior streets of the project.

D. Declarant desires to create an easement across lots 2, 3, and the remainder lot for the acceptance of Drainage Water, as depicted on grading permit PW03-0475, on file with City's Public Works Department.

E. As a condition for the acceptance of Declarant's grading plan for TM 31147-1 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 several

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lots within TM 31147-1 and to provide for the maintenance of the drainage swales by the recording of a covenant.

F. Declarant desires to provide for the acceptance of Drainage Waters across lots 2, 3, and the remainder lot 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 TM 31147-1, 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 TM 31147-1 filed with and accepted by the Public Works Department of City under grading permit PW03-0475.

3. Acceptance of Drainage Waters. Declarant, as owner and developer of all lots within TM 31147-1, for itself and its successors and assigns, hereby grants, conveys and accepts an easement for Drainage Waters as depicted on grading permit PW03-0475 across lots 2, 3, and the remainder lot of TM 31147-1.

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 31147-1 which may damage, interfere with, obstruct, divert, or retard the flow of Drainage Waters through the drainage facilities/swales and catch basin 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:

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. The terms and conditions of this Covenant shall constitute a covenant running with and binding the land in accordance with the provisions of California Civil Code Section 1468. Accordingly, TM 31147-1 shall hereafter be held, sold conveyed mortgaged, encumbered, leased, rented, used, occupied and improved subject to the aforementioned conditions, all of which shall run with TM 31147-1 and shall be binding on all parties having any right, title or interest in TM 31147-1 or any part thereof, their heirs, successors and assigns.

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 31147-1 described herein, are vested in one party or entity.

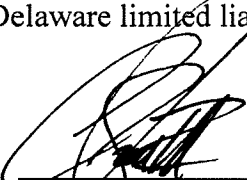
10. Amendment/Termination. This Covenant shall not be amended in any matter or terminated without the prior written approval of the Public Works Director of the City, which writing must be duly recorded.

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.

(Signatures on following page)


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

INFINITY HOMES R.V.I, LLC
A Delaware limited liability corporation

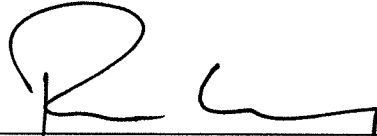
By: 
Name: CLIFFORD JONES III
Its: ADM. MANAGER

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:


Kristi J. Smith
Supv. Deputy City Attorney

APPROVED AS TO CONTENT:


Rich Lindsay
Public Works

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CA. 09-0256
Rev 02/27/09

ACKNOWLEDGMENT

State of California
County of Riverside)

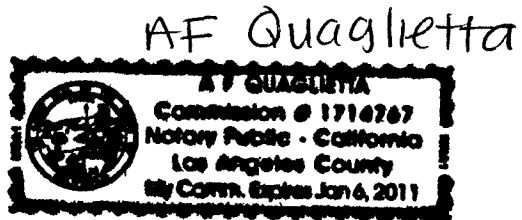
On March 31, 2009, before me, A. F. Quaglietta, a

notary public, personally appeared Clifron S. Jones, III, 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.

A. F. Quaglietta (SEAL)
Signature



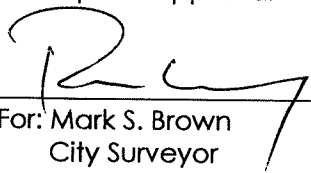
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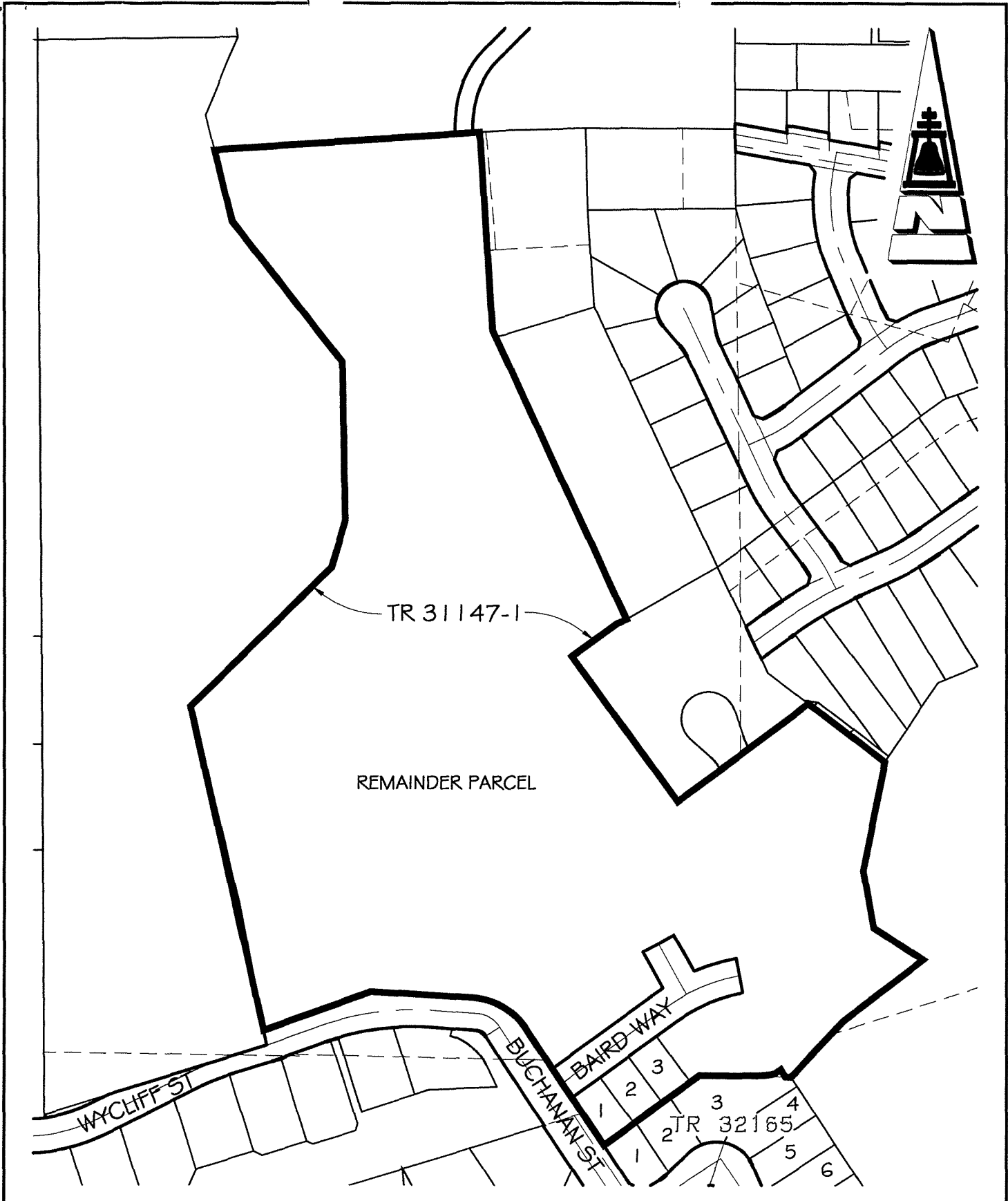
EXHIBIT A

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

All of Tract 31147-1, as shown by map filed in Map Book 432, Pages 32 through 70, inclusive, in the Office of the County Recorder of said County.

Description Approval

 _____ 03/31/09
For: Mark S. Brown Date
City Surveyor



TR 31147-1

REMAINDER PARCEL

WYCLIFF ST

BUCHANAN ST

BAIRD WAY

TR 32165



● CITY OF RIVERSIDE, CALIFORNIA ●

SHEET 1 OF 1

SCALE: 1"=250' DRAWN BY: RICH DATE: 01/27/09 SUBJECT: TRACT 31147-1 COVENANT & AGREEMENT

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