

2015-0534130

12/09/2015 11:35 AM Fee: \$ 48.00

Page 1 of 7

Recorded in Official Records  
County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder



WHEN RECORDED MAIL TO:

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

Project: PW15-0258  
10685 & 10703 Gramercy Place

9	139				R	A	Exam:	880	
Page	DA	PCOR	Misc	Long	RFD	1st Pg	Addl Pg	Cert	CC
7						1	6	1	
SIZE	NCOR	SMF	NCHG	T:					

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

61.50

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 12 day of November, 2015, by **S & G HOMES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY** ("Declarant"), with reference to the following facts:

A. Property Owner of Parcel 1 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" and more particularly described in Exhibit "A" which is attached hereto and incorporated herein by reference.

B. Property Owner of Parcel 2 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" and more particularly described in Exhibit "B" which is attached hereto and incorporated herein by reference.

C. Parcels 1 and 2 are adjoining lots with Parcel 1 lying Easterly of Parcel 2. Both parcels are a part of a rural residential subdivision and Parcel 1 will be a single family residence. Parcel 1 bears the street address of 10685 Gramercy Place. Parcel 2 bears the street address of 10703 Gramercy Place.

D. Property Owner of Parcel 1 desires to improve and develop Parcel 1 by constructing a single family residence. In connection with such development, Property Owner of Parcel 1 has submitted to the City of Riverside ("City") certain grading plans for the Project, which propose that the storm flow, irrigation and nuisance drainage waters ("Drainage Waters") from Parcel 2 will flow onto Parcel 1 and that both Parcels will be graded so as to establish drainage swales to channel the flow of the drainage waters on both parcels onto Gramercy Place, a public street

CIA-1318

E. As a condition for the acceptance of Property Owner of Parcel 1's grading plans for the Project 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 2 onto Parcel 1 and to provide for the maintenance of the drainage swale on Parcel 1.

F. Declarants desire to provide for the acceptance of Drainage Waters from Parcel 2 onto Parcel 1 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 permit number PW15-0258 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. Property Owner of Parcel 1 shall construct or cause to be constructed the drainage swales on Parcel 1 in accordance with the grading plans for PW15-0258 filed with and accepted by the Public Works Department of City.

3. Easement and Acceptance of Drainage Waters: Property Owner of Parcel 1 for himself and his successors and assigns, hereby agrees to accept onto Parcel 1 the Drainage Waters flowing from the adjacent Parcel 2.

4. Noninterference with Drainage Facilities/Swales. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken on Parcel 1 or 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 filed with and accepted by the Public Works Department of City.

5. Maintenance of Drainage Facilities/Swales. Property Owner of Parcel 1 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 proprietor of Parcel 1. He, she or they shall maintain and repair the drainage and facilities/swales on Parcel 1.

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,

C/A-1318

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. 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.

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.

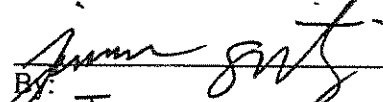
*[remainder of page intentionally left blank]*


C/A-1318

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

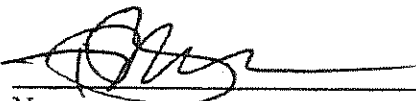
\_\_\_\_\_  
a California \_\_\_\_\_

S. & G Homes, LLC,


  
By: \_\_\_\_\_  
Its: JORGE GUTIERREZ  
PRESIDENT

  
By: \_\_\_\_\_  
Its: JESUS R. GARCIA

APPROVED AS TO FORM:

  
Name: \_\_\_\_\_  
Deputy City Attorney

APPROVED AS TO CONTENT:

  
Name: Self  
Public Works Department  
CITY OF RIVERSIDE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

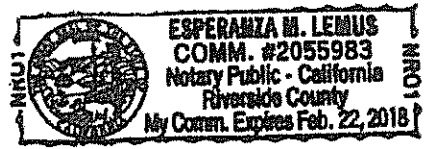
STATE OF California  
COUNTY OF Riverside }

On November 12, 2015, before me, Esperanza M. Lemus, Notary Public, personally appeared Jorge Gutierrez, 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.

Esperanza M. Lemus (SEAL)  
Notary Public Signature



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

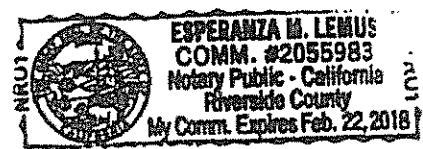
STATE OF California  
COUNTY OF Riverside }

On November 12, 2015, before me, Esperanza M. Lemus, Notary Public, personally appeared Jesus R. Garcia, 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.

Esperanza M. Lemus (SEAL)  
Notary Public Signature



CIA-1318

# EXHIBIT "A"

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

LOT 1 OF TRACT MAP NO. 32202, IN THE CITY OF RIVERSIDE, AS PER MAP FILED IN BOOK 445, PAGES 1-4 INCLUSIVE, IN THE OFFICE OF THE COUNTY OF RIVERSIDE RECORDER.

APN: 149-302-18



CIA-1318

# EXHIBIT "B"

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

THAT PORTION OF LOT 23 OF GLEN ARDEN TRACT, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11 PAGES 96 AND 97 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 23; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT, 60 FEET; THENCE NORTHERLY AND PARALLEL WITH THE EASTERLY LINE OF SAID LOT TO THE NORTHWESTERLY LINE THEREOF; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT TO THE NORTHEASTERLY CORNER THEREOF; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT, 429.70 FEET TO THE POINT OF BEGINNING.

APN: 149-302-012



C/A-1318