

2016-0395710

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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: Tract Map 34881

APH: 242-170-005

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

467

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 6th day of AUGUST, 2016, by Jerry M. Perkins, a Sole Proprietorship Pension Plan, ("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 34881 ("TM 34881") more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference.

B. TM 34881 consists of approximately 4.78 acres which are or will be subdivided into 9 single family lots.

C. Declarant desires to improve and develop the lots contained within TM 34881. In connection with that development, Declarant has submitted to the City of Riverside ("City") certain grading plans for TM 34881, 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 1, 2 and lots 4 through 9 for the acceptance of Drainage Water, as depicted on grading permit PW15-0600, on file with City's Public Works Department.

E. As a condition for the acceptance of Declarants grading plan for TM 34881 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 8 lots within TM 34881 and to provide for the maintenance of the drainage swales by the recording of a covenant.

C/A-1347

F. Declarant desires to provide for the acceptance of Drainage Waters across lots 1, 2 and lots 4 through 9 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 34881, 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 34881 filed with and accepted by the Public Works Department of City under grading permit PW15-0600.

3. Easement and Acceptance of Drainage Waters: Declarant, as owner and developer of all lots within TM 34881, for itself and its successors and assigns, hereby grants, conveys and accepts an easement for Drainage Waters as depicted on grading permit PW15-0600 over, along and across lots 1, 2 and lots 4 through 9 of TM 34881.

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 34881 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:

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 lots in TM 34881 described herein, are vested in one party or entity.

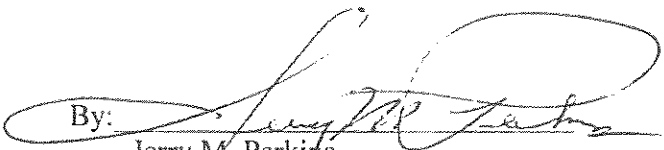
FURTHER, Declarant hereby represents and warrants that it has the legal power, right and actual authority to subject its property to the restrictions, terms and conditions stated herein.

[remainder of page intentionally left blank]

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

Dated Aug 8/2016

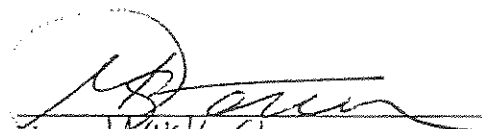
**Jerry M. Perkins, a sole Proprietorship
Pension Plan**

By: 
Jerry M. Perkins
Title: Trustee :

APPROVED AS TO FORM:


Name: Ruthann Elder
Deputy City Attorney

APPROVED AS TO CONTENT:


Name: Mark Steuer
Public Works Department

ACKNOWLEDGMENT

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 } ss

On Aug. 8, 2016, before me, Rhonda J. Gilbert

notary public, personally appeared, Jerry M Perkins

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.

Rhonda J. Gilbert
Notary Signature

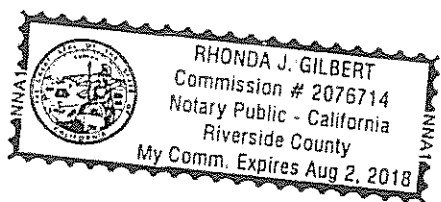


EXHIBIT "A"
LEGAL DESCRIPTION

Tract 34881 – Cross Lot Drainage Easements

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

Those portions of Tract No. 34881 as shown by map on file in Book _____, Pages ____ and ____ of Maps, records of Riverside County, California, described as follows:

The East 15.00 feet of the South 60.86 feet and the South 15.00 feet of Lot 1 of said Tract No. 34881;

The East 15.00 feet of the North 85.00 feet of Lot 2 of said Tract No. 34881;

The East 15.00 feet of the South 62.00 feet and the South 15 feet of Lot 4 of said Tract No. 34881;

The South 15.00 feet and the West 6.00 feet of Lot 5 of said Tract No. 34881;

The West 6.00 feet of Lot 6 and Lot 7 of said Tract No. 34881;

The North 15.00 feet and the West 6.00 feet and the West 40.00 feet of the North 40.00 feet of Lot 8 of said Tract No. 34881;

The West 6.00 feet of Lot 9 of said Tract No. 34881.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Curtis C. Stephens 8/10/16 Prep. (Signature)
Curtis C. Stephens, L.S. 7519 Date

