

185014

Continental Lawyers Title Company

WHEN RECORDED MAIL TO:

CITY CLERK
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

Project: Tract 27721-1

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

MAY - 4 1994

Recorded in Official Records
of Riverside County, California

Recorder

Fees \$ 35-

COVENANT AND AGREEMENT
FOR ACCEPTANCE OF DRAINAGE WATERS
AND ESTABLISHMENT OF DRAINAGE EASEMENTS

THIS COVENANT AND AGREEMENT is made and entered into this 15th day of April, 1994, by REGIONAL PROPERTIES, INC, a California corporation ("Declarant") with reference to the following facts:

A. Declarant is the fee owner of the real property ("the Property") situated in the City of Riverside, County of Riverside, State of California, described as follows:

Lots 1 through 60, inclusive, and lettered Lots B through H, inclusive, of Tract 27721-1 as shown by map on file in Book 248 of Maps, at Pages 20 through 23 thereof, records of Riverside County, California.

B. The Property consists of 60 residential lots, a neighborhood park, private streets and open space lots being developed pursuant a planned residential development permit. The Property is the first phase of a larger subdivision known as Tract 27721. Declarant has submitted to the City of Riverside ("City") certain grading, street and storm drain plans for the Property, which plans show the acceptance of offsite drainage into a private street and drainage system. The plans submitted by Declarant show that the surface storm flow and nuisance drainage waters from a later phase of Tract 27721 located easterly of the Property as well as from Northrop Drive, a public street, will flow upon the Property through a private street and drainage system and will be discharged into Mission Grove Parkway South, a public street.

C. Declarant desires to impose upon the Property a plan for its development in conformance with the grading, street and storm drain plans submitted to the Public Works Department of the City of Riverside, to provide for the acceptance of

DESCRIPTION APPROVAL 4/19/94
by W.C. [Signature]
SURVEYOR, CITY OF RIVERSIDE

surface water runoff and storm water upon the various Lots of the Property and to ensure the construction and maintenance of the private street and drainage facilities to protect the improvements to be constructed therein, and to adopt and establish covenants, conditions, restrictions and easements upon and with respect to the Property for such purpose, all of which are in the furtherance of a general plan for the subdivision and improvement of the Property, and for the purpose of enhancing, maintaining and protecting the value, desirability and attractiveness of the Property, and upon and subject to which all of the Property shall be held, improved and conveyed.

D. As a condition to the approval of the final map for Tract 27721-1, City is requiring that a means be provided for disposing of surface runoff water and storm water onto and from the Property and that a document to so provide be executed and recorded.

NOW, THEREFORE, for the purposes of complying with a condition imposed by City, Declarant declares that the Property is, and shall hereafter be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the following covenants, conditions, restrictions and easements, all of which are declared and agreed to be in furtherance of a general plan for the subdivision, development, improvement, protection, maintenance, and sale of the Property, and all of which are declared and agreed to be for the purpose of enhancing, maintaining, and protecting the value, desirability and attractiveness of the Property, and all of which are in consideration for the approval by the City of Riverside of a final map for Tract 27721-1. All of the covenants, conditions, restrictions and easements shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the Property or any lot or portion thereof, and shall be binding on and inure to the benefit of each successor and assignee in interest of each such party. Any conveyance, transfer, sale, assignment, lease or sublease made by Declarant of a Lot of the Property shall be and hereby is deemed to incorporate by reference all of the provisions of this document, including, but not limited to, all the covenants, conditions, restrictions, limitations, grants of easements, rights, right-of-way and equitable servitudes contained herein.

1. Definitions. In addition to the definitions hereinbefore set forth, the following words or phrases where used in this document (except when the context otherwise requires) shall have the following meanings:

a. "Declaration" shall mean this Covenant and Agreement for Acceptance of Drainage Waters and Establishment of Drainage Easements.

b. "Drainage waters" shall mean storm water and/or surface water runoff and/or nuisance drainage waters whether from public or private property or public or private storm drain facilities including public or private streets.

c. "Established Drainage Facilities" shall mean all improvements constructed or installed by Declarant for drainage of drainage waters in accordance with the grading, street and storm drain plans for Tract 27721-1 on file with the Public Works Department of the City of Riverside.

d. "Lot" or "Lots" shall mean the Lot or Lots of the Property as herein above described.

e. "Owner" shall mean any person, whether an individual, corporation, association or otherwise, in which title to a Lot is vested, as shown by the Official Records of the Office of the County Recorder of Riverside County, California. Declarant shall be deemed the Owner of all unsold or retained Lots until Declarant or its successors or assigns shall have executed and caused to be recorded in the office of the County Recorder of Riverside County, California, an instrument of conveyance conveying the respective Lot. If more than one person is Owner of a Lot, then all such persons shall be jointly and severally liable for all obligations herein of the Owner of a Lot.

2. Construction of Established Drainage Facilities. Declarant shall construct or cause to be constructed Established Drainage Facilities consisting of paved streets with concrete curbs, gross-gutter, and underground storm drain piping on Lots B, D, F, G, and H, underground storm drains and inlets on Lots 48, 49, 50, 56, and 57 and an underground storm drain, inlet and outlet on Lot 47, all in accordance with the grading plan, street plans and storm drain plans for Tract 27721-1 on file with the Public Works Department of the City of Riverside, California. The Established Drainage Facilities shall be constructed prior to the sale or development of any Lot of the Property.

3. Acceptance of Drainage Waters. As the drainage flow of surface water runoff and storm water in Northrop Drive (Lot A), a public street adjacent to the Property, and from the later phase or phases of Tract 27721-1 situated easterly of the Property is through the private street and storm drain system described in Paragraph 2 above which discharges into public storm drain facilities in Mission Grove Parkway, a public street, Declarant for itself and its successors and assigns, hereby agrees to accept and does accept onto Lots B, D, F, G, H, 47, 48, 49, 50, 56, and 57, the drainage waters discharged from Northrop Drive, the property included in the later phases of Tract 27721 located easterly of the Property, and from each remaining Lot of the Property.

4. Establishment of Private Cross-Lot Drainage Easements. Declarant hereby establishes, grants and reserves nonexclusive easements at the locations and for the purposes set forth as follows:

(a) A nonexclusive easement for the construction, installation, maintenance, repair, replacement and use of an underground drainage pipe and outlet and for ingress and egress in connection with said facilities over, along and across that portion of Lot 47 of Tract No. 27721-1 described as "Easement 1" in Exhibit A, attached hereto and incorporated herein by this reference.

(b) A nonexclusive easement for the construction, installation, maintenance, repair, replacement and use of a storm drain inlet and underground piping and for ingress and egress in connection with said facilities over, along and across that portion of Lot 48 of Tract No. 27721-1 described as "Easement 2" in said attached Exhibit A.

(c) A nonexclusive easement for the construction, installation, maintenance, repair, replacement and use of a storm drain inlet and underground piping and for ingress and egress in connection with said facilities over, along and across that portion of Lot 49 of Tract No. 27721-1 described as "Easement 3" in said attached Exhibit A.

(d) A nonexclusive easement for the construction, installation, maintenance, repair, replacement and use of a storm drain inlet and underground piping and for ingress and egress in connection with said facilities over, along and across that portion of Lot 50 of Tract No. 27721-1 described as "Easement 4" in said attached Exhibit A.

(e) A nonexclusive easement for the construction, installation, maintenance, repair, replacement and use of a storm drain inlet and underground piping and for ingress and egress in connection with said facilities over, along and across that portion of Lot 56 of Tract No. 27721-1 described as "Easement 5" in said attached Exhibit A.

(f) A nonexclusive easement for the construction, installation, maintenance, repair, replacement and use of a storm drain inlet and underground piping and for ingress and egress in connection with said facilities over, along and across that portion of Lot 57 of Tract No. 27721-1 described as "Easement 6" in said attached Exhibit A.

5. Interference with Established Drainage Facilities and Natural Water Drainage. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken on any Lot which may damage or interfere with, or

obstruct or retard the flow of water through the Established Drainage Facilities. No wall, fence or other structure shall be placed on or near the property lines of Lots 48, 49, 50, 56 or 57 which would block the natural drainage flow of surface water runoff and storm water as accepted in Paragraph 3 above.

6. Maintenance of Established Drainage Facilities. Declarant or, upon the establishment of a Homeowners' Association for the Property, the Homeowners' Association shall maintain, repair and replace, when necessary, any and all Established Drainage Facilities and keep such Established Drainage Facilities in a good order and repair at all times.

7. Enforcement. The provisions of this Declaration shall be enforceable at law or in equity by Declarant, each successive Owner and, subject to the provisions of Paragraph 8 below, the City of Riverside. In the event of any legal or equitable proceeding for the enforcement of or to restrain a violation of this Declaration, or any provision hereof, the prevailing party therein shall be entitled to reasonable attorneys' fee in addition to any other costs to which such party is entitled. The failure of Declarant, any Owner or the City to enforce any provision of this Declaration 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. Notice from City. Any remedy granted to City pursuant to Paragraph 7 hereof shall be exercisable by the City only if the Owner (including the Declarant or the Homeowners' Association) shall fail to cure a violation of breach hereof after five days' written notice from the City, or, if such cure cannot be completed within such five-day period, if the Owner shall fail to commence to cure the same within such five-day period and to diligently prosecute such cure to completion. Any notice given by the City pursuant to this paragraph shall be delivered to the Owner in person, or sent by U. S. Mail, registered or certified, return receipt requested, postage prepaid, addressed to the Owner at the last known mailing address of the Owner.

9. Release. Declarant and each successive Owner of a Lot hereby release the City of Riverside, its officers and employees from any and all claims, demands, suits or other actions that Declarant or Owner and their heirs, successors or assigns 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 any Lot whether due to natural surface water and storm water runoff or to the construction or maintenance of the Establish Drainage Facilities and the diversion of water into such facilities. Declarant agrees that the matters released herein are not limited to matters which are known or disclosed, and Declarant for itself and each successive Owner, waives any and all rights and benefits which it now has, or in the future may have, conferred upon it 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, and Declarant further agrees, represents and warrants that this release has been negotiated and agreed upon in light of that realization and that Declarant nevertheless intends to release, discharge, and acquit the City of Riverside from any such unknown claims which are in any way related to water flooding, flowing over, or remaining on any Lot whether due to natural surface water and storm water runoff or the construction and maintenance of the Established Drainage Facilities and the diversion of drainage waters into such facilities.

10. Effect of Declaration. Any person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property shall be deemed (a) to have consented and agreed to every covenant, condition, restriction and easement contained herein, and (b) to have granted and be subject to each applicable easement hereof, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Property.

11. Mutuality, Reciprocity, Run with Land. All of the provisions contained herein are made for the direct, mutual and reciprocal benefit of each and every portion of the Property and create mutual, equitable and reciprocal benefits for each and every portion of the Property and create mutual, equitable servitudes upon each Lot as the servient tenement in favor of every other Lot as the dominant tenement and create reciprocal rights and obligations among the respective Owners of all of the Lots, and privity of contract and estate among all grantees of the Lots, their successors and assigns in interest. In addition, each of the provisions hereof shall operate as covenants running with the land for the benefit of the Property and each Lot, and shall insure to the benefit of all Owners thereof, their successors and assigns in interest, and shall apply to and bind each successive Owner of each Lot or portion thereof, their successors and assigns in interest.

12. Termination and Modification. Subject to the prior written approval of the Public Works Director of the City of Riverside, this Declaration, and any provisions contained herein, may be terminated, modified or amended as to all of the Property or any portion thereof only upon the written agreement of the Owners of

all of the Lots of the Property. No such termination, modification or amendment shall be effective until there shall have been executed, acknowledged and recorded in the Office of the Recorder of Riverside County, California, an appropriate instrument evidencing the same including the consent thereto by the City acting through its Public Works Director.

IN WITNESS WHEREOF Declarant has caused this Declaration to be executed the day and year first written above.

REGIONAL PROPERTIES, INC., a
California corporation

By


President

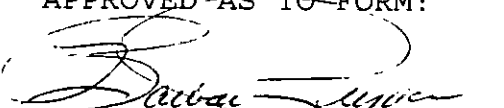
By


Secretary

APPROVED AS TO CONTENT:


Public Works Department

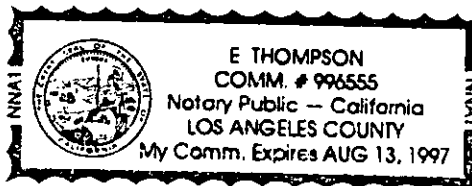
APPROVED ~~AS TO FORM~~:


Assistant City Attorney

State of California)
 County of Los Angeles) ss

On April 15, 1994, before me, the undersigned, a
 Notary Public in and for said State, personally appeared _____
Mark Rubin and Jack A Sweeney

personally known to me (~~or 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.



WITNESS my hand and official seal.

E Thompson
 Signature

CAPACITY CLAIMED BY SIGNER

- () Attorney-in-fact
 () Corporate Officer(s)
 Title _____
 () Guardian /Conservator
 () Individual(s)
 () Partner(s)
 () General () Limited
 () Trustee(s)
 () Other _____

The party(ies) executing this document is/are representing:



J. F. Davidson Associates, Inc.
ENGINEERING PLANNING SURVEYING LANDSCAPE ARCHITECTURE

Building on a tradition of excellence since 1928

April 13, 1994

Project No. 921281801

EXHIBIT "A"

**Private Drainage Easements
Tract 27721-1 - Regional Properties/Kaufman & Broad**

Easement 1

The Northerly 10.00 feet of Lot 47 of Tract 27721-1 as shown by map on file in Book 248 of maps, at Pages 20 through 23 thereof, Records of Riverside County, California.

Easement 2

That portion of Lot 48 of Tract 27721-1 as shown by map on file in Book 248 of maps, at Pages 20 through 23 thereof, Records of Riverside County, California, described as follows:

Beginning at the Southwest corner of said Lot 48;
Thence N.11°59'40"E. along the Westerly line of said Lot 48, a distance of 10.00 feet;
Thence S.47°46'20"E., a distance of 14.75 feet to the Southerly line of said Lot 48;
Thence S.89°25'26"W. along said Southerly line, a distance of 13.00 feet to the Point of Beginning.

Easement 3

The Southerly 7.00 feet of the Easterly 5.00 feet of Lot 49 of Tract 27721-1 as shown by map on file in Book 248 of maps, at Pages 20 through 23 thereof, Records of Riverside County, California.

Easement 4

That portion of Lot 50 of Tract 27721-1 as shown by map on file in Book 248 of maps at Pages 20 through 23 thereof, Records of Riverside County, California, lying within a strip of land 5.00 feet wide, the Southerly line being described as follows:

Regional/K & B
 Drainage Easements
 April 13, 1994
 Page 2

Beginning at the Easterly terminus of a course in the Southerly line of said Lot 50 which bears N.84°08'22"W., 48.88 feet;

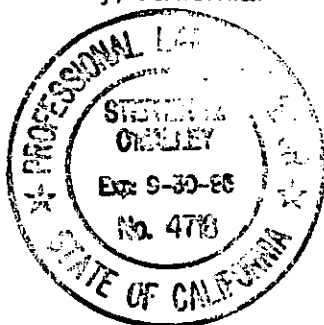
Thence N.84°08'22"W. along said Southerly line, a distance of 16.00 feet to the termination of said line description.

Easement 5

The Westerly 25.00 feet of the Easterly 32.00 feet of the Northerly 5.00 feet and the Southerly 6.00 feet of the Westerly 5.00 feet of Lot 56 of Tract 27721-1 as shown by map on file in Book 248 of maps at Pages 20 through 23 thereof, Records of Riverside County, California.

Easement 6

The Northerly 6.00 feet of the Westerly 5.00 feet of Lot 57 of Tract 27721-1 as shown by map on file in Book 248 of maps at Pages 20 through 23 thereof, Records of Riverside County, California.

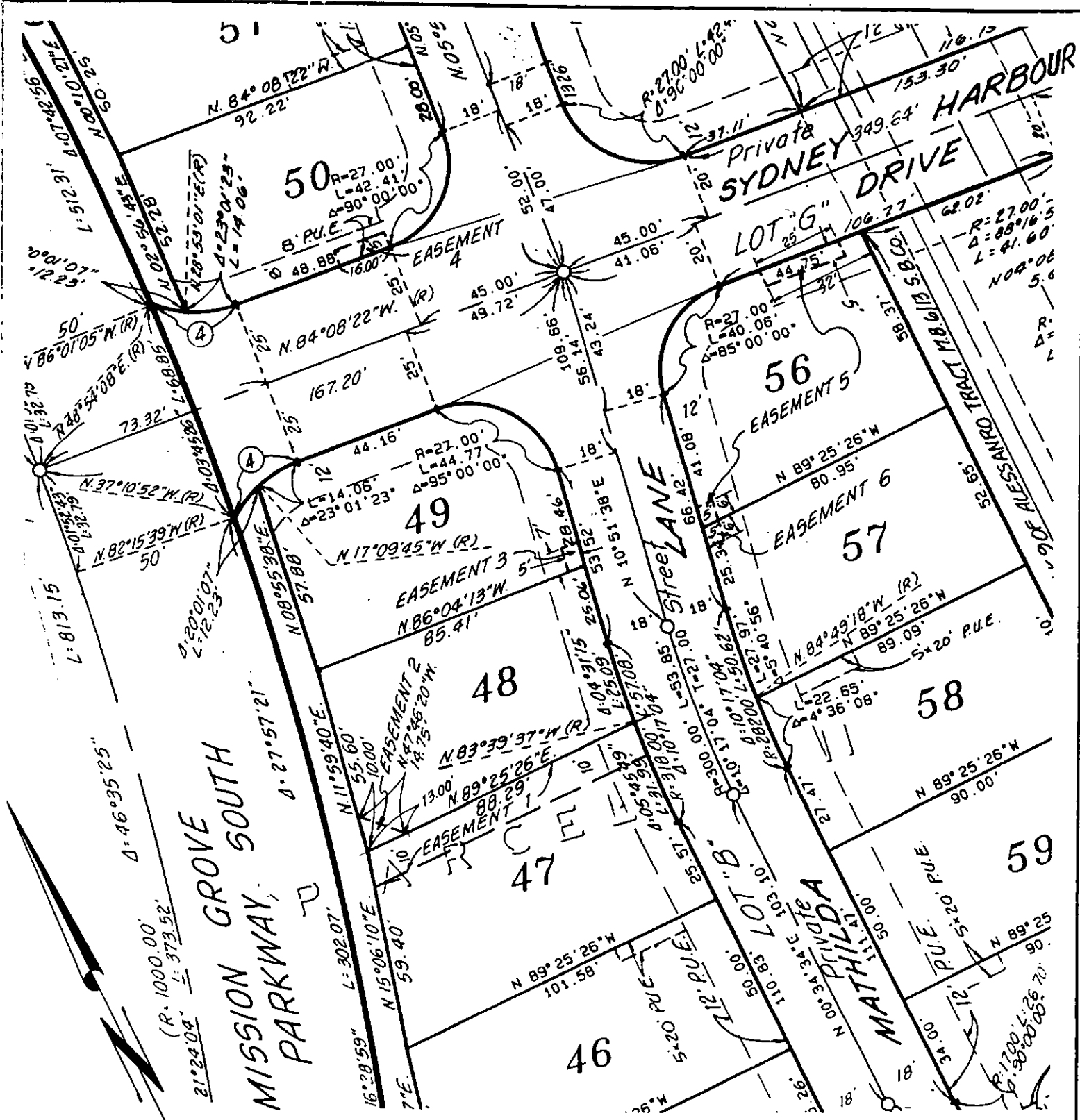


DESCRIPTION PREPARED UNDER THE SUPERVISION OF:

Stephen M. O'Malley 4/14/94
 Stephen M. O'Malley, PLS 4718 Date

DESCRIPTION APPROVAL 4/19/94
Walter R. Ince by
 SURVEYOR, CITY OF RIVERSIDE

MWC:SMO:kat
 leg:leg:hp8



• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

92-12818 01 (P)

SCALE 1" = 40'

DRAWN BY MC DATE 4/13/94

SUBJECT PRIVATE DRAINAGE EASEMENTS - TR. 27721-1