

WHEN RECORDED MAIL TO:

086172



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

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

Project: Grading Plan for
TRACT 27911
Riverside, California

MAR 14 1997 *cmw*

Recorded in Official Records
of Riverside County, California
Recorder
Fees \$ 18

COVENANT AND AGREEMENT
AND DECLARATION OF RESTRICTIONS
(Private Cross-Lot Drainage)

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 19TH day of FEBRUARY 1997, /1995 by SILVERADO INVESTMENT CORP, a California Corporation (hereinafter referred to as "Declarant") with reference to the following facts:

A. Declarant is the fee owner of the following described real property located in the City of Riverside, County of Riverside, State of California, and hereinafter referred to as "Lot 1" and "Lot 2" respectively:

Lot 1

Lot 1 of TRACT 27911 filed in Map Book _____, Pages _____ thereof, Records of Riverside County, California.

Lot 2

Lot 2 of TRACT 27911 filed in Map Book _____, Pages _____ thereof, Records of Riverside County, California.

Lots 1 and 2 are adjoining lots. Lot 1 bears the street address of 1162 Cloverdale Street, Riverside, California and Lot 2 bear the street address of 1152 Cloverdale Street, Riverside, California. Lot 2 lies northeasterly of Lot 1.

B. Declarant desires to improve and develop Lots 1 and 2 by constructing on each lot a single-family residence. The grading plans for TRACT 27911, propose that the storm flow and nuisance drainage waters (hereinafter referred to as "drainage waters") from Lot 2 will flow onto Lot 1 and that Lots 1 and 2 will be graded so as to establish drainage swales to channel the flow of the drainage waters on both Lots to Cloverdale Street, a public street.

DESCRIPTION APPROVAL C/R/P/S
Walter R. Stone BY _____
SURVEYOR, CITY OF RIVERSIDE

C. The City of Riverside (hereinafter referred to as "City"), as a condition to the issuance of grading permit for TRACT 27911, is requiring the Declarant to execute and record a covenant and agreement for cross-lot drainage to provide for the acceptance of the drainage waters from Lot 2 onto Lot 1 and to provide for the maintenance of the drainage swales on both Lots.

NOW, THEREFORE, incorporating the above recitals, and for the purpose of complying with a condition imposed by the City for the issuance of a grading permit for TRACT 27911, Declarant hereby covenants and agrees with the City and declares that Lots 1 and 2 are, and shall hereafter be, held transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the following covenants, conditions, restrictions, and easements:

1. ESTABLISHMENT OF DRAINAGE SWALES

Declarant shall construct or cause to be constructed, the drainage swales on Lots 1 and 2 as shown on the grading plan for TRACT 27911, filed with the Public Works Department of the City. The drainage swales shall be established on Lot 1 prior to commencement of construction of any building on that Lot; and the drainage swales shall be established on Lot 2 prior to commencement of construction of any building on that Lot.

2. ACCEPTANCE OF DRAINAGE WATERS

Declarant agrees to accept and does hereby accept upon Lot 1 the drainage waters flowing from Lot 2.

3. NONINTERFERENCE WITH CROSS-LOT DRAINAGE SWALES

No structures, trees, shrubs or material shall be placed or permitted to remain or other activities undertaken on Lot 1 or 2 which may damage or interfere with, or obstruct or retard the flow of drainage waters through the cross-lot drainage swales installed pursuant to the grading plan for TRACT 27911, on file with the Public Works Department of the City.

4. MAINTENANCE OF DRAINAGE SWALES

Declarant shall continuously maintain, and repair if necessary, any and all of the cross-lot drainage swales above described; and this obligation for maintenance and repair shall be borne by the successors and assigns of Declarant as to each Lot for the cross-lot drainage swales located on that Lot.

5. RELEASE

Declarant, and each successive owner of Lot 1, hereby releases City and its officers and employees from any and all claims, demands, suits, or actions that Declarant and their successors or assigns may now or in the future have arising out of or incurred as a result of water flooding, flowing over or remaining on Lot 1 whether due to the natural surface water and storm water runoff from Lot 2 or the construction and maintenance of the drainage swales above described and diversion of water into said drainage swales. Declarant, for themselves and their successors and assigns as to Lot 1, 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 AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

In this connection, Declarant agrees, represents and warrants that it is familiar with, has read, and understood Civil Code Section 1542, and realizes and acknowledges that factual matters now unknown to them may have given, or may hereafter give rise to claims, which are presently unknown, unanticipated and unsuspected, and the 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 from any such unknown claims, which are in anyway related to the discharge of drainage waters from Lot 2 onto Lot 1.

6. INDEMNIFICATION

Declarant and its successors and assigns as to Lot 2 hereby agrees to defend, indemnify and hold harmless the City, its officers and employees from any and all liabilities, expense, claims or causes of action arising out of or alleged to be caused by or resulting from water flooding, flowing over or remaining on Lot 1 whether due to natural surface water or storm water runoff or the construction and maintenance of the cross-lot drainage swales on Lot 2 and the diversion of water into such swales.

7. ENFORCEMENT

The provisions of this Covenant and Agreement and Declaration of Restrictions shall be enforceable at law or in equity by Declarant, and each successive owner or occupant of Lots 1 and 2, and the City. In the event of any legal or equitable proceeding for the enforcement of or to restrain the violation of this Covenant and Agreement and Declaration of Restrictions or any provisions hereof, the prevailing party therein shall be entitled to reasonable attorneys' fees in addition to any costs to which such party is entitled therein. The Failure of Declarant, any owner or occupant, or the City to enforce any provision of this Covenant and Agreement and Declaration of Restrictions shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other provision herein.

8. EFFECT

Any person who now or hereafter owns or acquires any right, title or interest in or to either Lot 1 or Lot 2 shall be deemed to have consented and agreed to every covenant, condition, restriction and easement contained herein, and to have granted or be subject to the easement for the flow of drainage waters from Lot 2 onto Lot 1 whether or not any reference to this Covenant and Agreement and Declaration of Restrictions is contained in the instrument by which such person acquired an interest in either lot.

9. TERMINATION AND MODIFICATION

Subject to the prior written approval of the City, this Covenant and Agreement and Declaration of Restrictions and any provision contained herein may be terminated, modified or amended upon the written agreement of the owners of both Lots. No such termination, modification or amendment shall be effective until there shall have been executed, acknowledge 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.

10. RUN WITH LAND

This Covenant and Agreement and Declaration of Restrictions shall run with the land and shall be binding upon the Declarant, their heirs, successors and assigns, and shall continue in effect until released by the City.

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

SILVERADO INVESTMENT CORP, a California Corporation

By [Signature]
Title PRESIDENT

By [Signature]
Title SECRETARY / TREASURER

Approved as to Content

[Signature]
Public Works Department

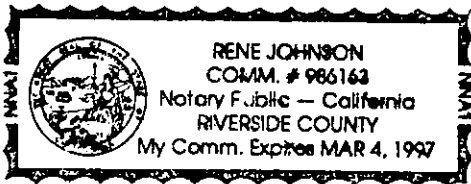
Approved as to Content

[Signature]
Assistant City Attorney

State of California)
County of RIVERSIDE) ss

On 2-19-97, before me, the undersigned, a Notary Public in and for said State, personally appeared PETER NEWTON AND SHARON J. NEWTON

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.

[Handwritten Signature]
Signature
RENE JOHNSON

CAPACITY CLAIMED BY SIGNER

- () Attorney-in-fact
- (X) Corporate Officer(s)
Title PRESIDENT SEC./TREAS.
- () Guardian /Conservator
- () Individual(s)
- () Partner(s)
() General () Limited
- () Trustee(s)
- () Other

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

SILVERADO INVESTMENT CORP., A CALIFORNIA CORPORATION