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CRANFORD COAST TITLE CO

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WHEN RECORDED MAIL TO:

MAY 27 1998

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

Recorded in Official Records
of Riverside County, California

Recorder

Fees \$ 24-

Project: Tract 27982-3

R-162239-4

For Recorder's Office Use Only

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

THIS COVENANT AND AGREEMENT is made and entered into this
4TH day of March, 1998, by FIESTA DEVELOPMENT, 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 30 through 37, inclusive, of Tract 27982-3 as shown
by map on file in Book 270 of Maps, at Pages 42
through 44 thereof, records of Riverside County,
California.

B. The Property is part of a phased residential
subdivision consisting of approximately 260 lots for single
family residential purposes known as Tract 27982 located on
the east side of Northrop Drive and the west side of Barton
Street and adjacent to March Air Force Base. The Property is
located in Phase III of the larger subdivision. Declarant has
submitted to the City of Riverside ("City") certain grading
and storm drain plans for Tract 27982, which plans show that
the surface storm flow and nuisance drainage waters in the
natural drainage course on March Air Force Base located
southerly of the Property will flow onto the southerly most
two feet of the Property through a two foot wide concrete
drainage swale and will be discharged into a public drainage
easement located along the easterly boundary of Lot 41 of
Tract Map 27982-2 to Moray Court, a public street.

C. Declarant desires to provide for the acceptance on
the southerly most two feet of the Property of the surface
water runoff and storm water from that area of March Air Force
Base adjacent to the Property, to provide for any necessary

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Walter R. Frye
CITY CLERK

drainage easements and to ensure the construction of a private drainage facilities to convey said waters to a public storm drain facilities.

D. As a condition to the approval of the final map for Tract 27982-3 and the acceptance of Declarant's Grading Plan and Storm Drain Plan for Tract No. 27982, City is requiring that a document be executed and recorded accepting the surface runoff water and storm water onto the Property from the adjacent properties of March Air Force Base and its conveyance by way of a drainage facility in a easement therefor to a public storm drain facility.

NOW, THEREFORE, for the purposes of complying with a condition imposed by City for the acceptance of the Grading Plan and Storm Drain Plan for Tract No. 27982 and in consideration of such approval, Declarant hereby covenants and agrees with City as follows:

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.

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

c. "Established Drainage Facilities" shall mean the drainage swale constructed or installed on each Lot of the Property by Declarant for drainage of drainage waters in accordance with the Grading and Storm Drain Plans for Tract No. 27982 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 the Established Drainage Facilities consisting of a two-foot wide concrete drainage swale in accordance with the Grading Plan and Storm Drain Plan for Tract No. 27982 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. Declarant for itself and its successors and assigns, hereby agrees to accept and does accept onto the southerly most two feet of each Lot of the Property, the drainage waters flowing from the adjacent March Air Force Base.

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 a concrete drainage swale and for ingress and egress in connection with said facility over, along and across the most southerly two-foot portion of Lot 31 of Tract No. 27982-3 as shown by map on file in Book 270 of Maps, at Pages 42 through 44 thereof, records of Riverside County, California for the use and benefit of and as an easement appurtenant to Lot 30 of Tract No. 27982-3 as shown by map on file in Book 270 of Maps, at Pages 42 through 44 thereof, records of Riverside County, California.

(b) A nonexclusive easement for the construction, installation, maintenance, repair, replacement and use of a concrete drainage swale and for ingress and egress in connection with said facility over, along and across the most southerly two-foot portion of Lot 32 of Tract No. 27982-3 as shown by map on file in Book 270 of Maps, at Pages 42 through 44 thereof, records of Riverside County, California for the use and benefit of and as an easement appurtenant to Lots 30 and 31 of Tract No. 27982-3 as shown by map on file in Book 270 of Maps, at Pages 42 through 44 thereof, records of Riverside County, California.

(c) A nonexclusive easement for the construction, installation, maintenance, repair, replacement and use of a concrete drainage swale and for ingress and egress in connection with said facility over, along and across the most southerly two-foot portion of Lot 33 of Tract No. 27982-3 as shown by map on file in Book 270 of Maps, at Pages 42 through 44 thereof, records of Riverside County,

DESCRIPTION APPRIAL 2/20/20
Walter R. King
SURVEYOR, CITY OF RIVERSIDE

California for the use and benefit of and as an easement appurtenant to Lots 30, 31 and 32 of Tract No. 27982-3 as shown by map on file in Book 270 of Maps, at Pages 42 through 44 thereof, records of Riverside County, California.

(d) A nonexclusive easement for the construction, installation, maintenance, repair, replacement and use of a concrete drainage swale and for ingress and egress in connection with said facility over, along and across the most southerly two-foot portion of Lot 34 of Tract No. 27982-3 as shown by map on file in Book 270 of Maps, at Pages 42 through 44 thereof, records of Riverside County, California for the use and benefit of and as an easement appurtenant to Lots 30, 31, 32 and 33 of Tract No. 27982-3 as shown by map on file in Book 270 of Maps, at Pages 42 through 44 thereof, records of Riverside County, California.

(e) A nonexclusive easement for the construction, installation, maintenance, repair, replacement and use of a concrete drainage swale and for ingress and egress in connection with said facility over, along and across the most southerly two-foot portion of Lot 35 of Tract No. 27982-3 as shown by map on file in Book 270 of Maps, at Pages 42 through 44 thereof, records of Riverside County, California for the use and benefit of and as an easement appurtenant to Lots 30, 31, 32, 33 and 34 of Tract No. 27982-3 as shown by map on file in Book 270 of Maps, at Pages 42 through 44 thereof, records of Riverside County, California.

(f) A nonexclusive easement for the construction, installation, maintenance, repair, replacement and use of a concrete drainage swale and for ingress and egress in connection with said facility over, along and across the most southerly two-foot portion of Lot 36 of Tract No. 27982-3 as shown by map on file in Book 270 of Maps, at Pages 42 through 44 thereof, records of Riverside County, California for the use and benefit of and as an easement appurtenant to Lots 30, 31, 32, 33, 34 and 35 of Tract No. 27982-3 as shown by map on file in Book 270 of Maps, at Pages 42 through 44 thereof, records of Riverside County, California.

(g) A nonexclusive easement for the construction, installation, maintenance, repair, replacement and use of a concrete drainage swale and for ingress and egress in connection with said facility over, along and across the most southerly two-foot portion of Lot 37 of Tract No. 27982-3 as shown by map on file in Book 270 of Maps, at Pages 42 through 44 thereof, records of Riverside County,

DESCRIPTION APPROVAL 2/20/28
 Walter R. King
 CLERK, CITY OF RIVERSIDE

California for the use and benefit of and as an easement appurtenant to Lots 30, 31, 32, 33, 34, 35 and 36 of Tract No. 27982-3 as shown by map on file in Book 270 of Maps, at Pages 42 through 44 thereof, records of Riverside County, California.

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 the Property which may damage or interfere with, or obstruct or retard, the flow of water through the Established Drainage Facilities and which may interfere with the natural flow of drainage water on and from March Air Force Base.

6. Release. Declarant and each successive Owner of a Lot hereby release City, 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 Established 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 Declarant is familiar with, has read, and understands Civil Code Section 1542, and Declarant realizes and acknowledges that factual matters now unknown to Declarant 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 City 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.

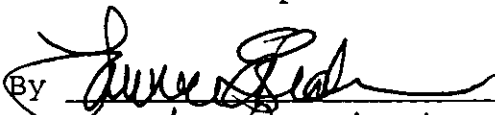
7. Enforcement. The provisions of this Declaration shall be enforceable at law or in equity by City. In the event of any legal

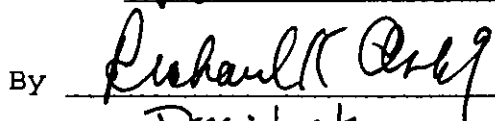
DESCRIPTION ATTACHED 2/21/28
Walter R. Joyce
FOR SHERIFF, CITY OF RIVERSIDE, CA

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 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. Covenant Running with Land. This Declaration shall run with the land and each and all of its terms shall be binding upon Declarant and Declarant's successors and assigns in interest, and shall continue in effect until such time as released by the Public Works Director of City by a writing duly recorded.

FIESTA DEVELOPMENT, INC., a
California corporation

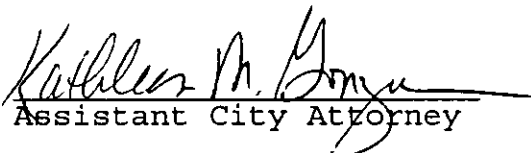
By 
Title Vice President

By 
Title President

APPROVED AS TO CONTENT:


Public Works Department

APPROVED AS TO FORM:


Assistant City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On 3/4/98 before me, Jennifer Russikoff, Notary Public

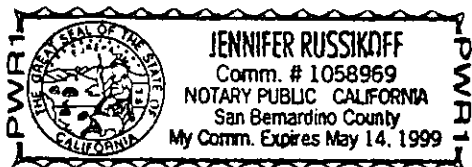
Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Lawrence E. Redman and Richard K. Ashby

Name(s) of Signer(s)

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.

Jennifer Russikoff
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

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