



WHEN RECORDED MAIL TO:

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

Project: Tract 28828-1

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**COVENANT AND AGREEMENT  
FOR ACCEPTANCE OF DRAINAGE WATERS  
AND MAINTENANCE OF DRAINAGE FACILITIES**

22

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 22ND day of DECEMBER, 2000, by SHEFFIELD-TRAUTWEIN LLC, a California limited liability company, ("Declarant A") and JAMES NEAL ("Declarant B"), hereinafter collective referred to as "Declarants" with reference to the following facts:

DESCRIPTION APPROVAL 1/16/01  
by Walter R. Stone  
for SURVEYOR, CITY OF RIVERSIDE

A. Declarant A is the fee owner of the following described real property situated in the City of Riverside, County of Riverside, State of California:

Parcel A:

Lots 1 through 19 of Tract 28828-1 as shown by map on file in Book 304 of Maps, at pages 64 through 67 thereof, Records of Riverside County, California.

Declarant B is the fee owner of the following described real property situated in the County of Riverside, State of California:

Parcel B:

That portion of the Southeast one-quarter of the Southeast one-quarter of the Northeast one-quarter of Section 18, Township 3 South, Range 4 West, S.B.M., according to the official plat thereof described as follows:

Beginning at the Northeast corner of the Southeast one-quarter of the Southeast one-quarter of the Northeast one-quarter of said Section 18;

Thence S.00°02'30"W. on the East line of said Northeast one-quarter 221.03 feet to the True Point of Beginning, said point also being a Southeasterly corner of that certain parcel conveyed to George Swain, et ux, by deed recorded March 16, 1956 as instrument no. 19356 of Official Records of Riverside County, California;

Thence N.89°59'40"W. 497.18 feet;

Thence S.00°01'55"W. 441.58 feet to the South line of said Northeast one-quarter;

Thence EAST on the South line of said Northeast one-quarter to the Southeast corner thereof;

Thence NORTH on the East line of said Northeast one-quarter to the True Point of Beginning.

EXCEPT the North 80.00 feet.

- B. Declarant A desires to improve and develop Parcel A as a residential subdivision including the construction of public drainage facilities in accordance with plans on file with the City of Riverside to accept storm flow and nuisance drainage waters (hereinafter referred to as "drainage waters") from Wood Road, a public street, through a storm drain outlet facility constructed on Parcel A within a storm drain easement thereon and direct the drainage waters into a natural drainage course within Parcel B as shown on the diagram attached hereto as Exhibit A.
- C. The City of Riverside (the "City") as a condition for the approval of storm drain plans for Tract 28828-1 is requiring the recordation of a covenant and agreement providing for the acceptance of the drainage waters from Wood Road, a public street to a natural drainage course on Parcel B, and releasing the City of Riverside and its officers and employees from liability related thereto.

NOW, THEREFORE, for the purposes of complying with a condition imposed by the City of Riverside for approval of storm drain plans for Tract 28828-1 and in consideration of such approval, Declarants hereby covenant and agree with the City of Riverside as follows:

1. To accept upon Parcel B through a storm drain outlet facility located in Parcel A, the drainage waters discharged from Wood Road, a public street.
2. Not to block or impede in any manner the flow of said drainage waters from Wood Road onto Parcel B as set forth herein. No structure, planting or other material shall be placed or permitted to remain on Parcel A or Parcel B which may damage or interfere with, or obstruct or retard the flow of water through the drainage facility constructed on Parcel A, or Wood Road.
3. Declarants agree to maintain the storm drain facility constructed on Parcel A in a clean and clear condition.
4. Declarants hereby agree to release the City of Riverside, its officers and employees from any and all claims, demands, suits or other actions that Declarants may now or in the future have arising out of or incurred as a result of the drainage waters flowing or flooding from Wood Road onto Parcel B. Declarants for themselves and their heirs, successors and assigns 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:



2001-256105  
08/08/2001 08:00A  
2 of 6

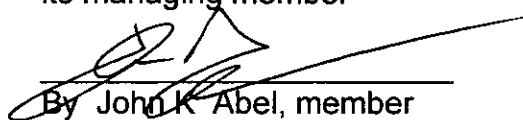
A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXISTS IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR

In this connection, Declarants agree, represent and warrant that they are familiar with, have read, and understand Civil Code Section 1542, and they realize and acknowledge 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 Declarants further agree, represent and warrant that this release has been negotiated and agreed upon in light of that realization and that Declarants nevertheless intend to release, discharge, and acquit the City of Riverside from any such unknown claims, which are in any way related to the discharge of drainage waters from Wood Road onto Parcel B or otherwise alleged to arise from the approval of the Storm Drain Plan for the property submitted to the Public Works Department of the City of Riverside

- 5 The provisions of this Covenant and Agreement shall be enforceable at law or in equity by the City of Riverside In the event of any legal or equitable proceeding for the enforcement of or to restrain a violation of this Covenant and Agreement, 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
- 6 This Covenant and Agreement shall run with the land and each and all of its terms shall be binding upon Declarants, their 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

IN WITNESS WHEREOF Declarants have caused this Covenant and Agreement to be executed the day and year first written above

SHEFFIELD-TRAUTWEIN LLC,  
a California limited liability company  
By Sheffield Homes LLC,  
its managing member

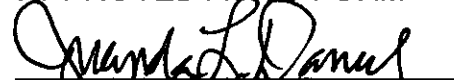
  
By John K. Abel, member

  
JAMES NEAL

APPROVED AS TO CONTENT

  
Public Works Department

APPROVED AS TO FORM

  
Assistant City Attorney  
Deputy

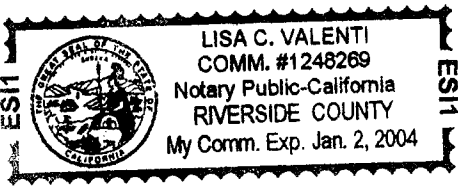


State of CAIF  
County of RIVERSIDE

On 12/22/03 before me, LISA C. VALENTI  
(DATE) (NAME/TITLE OF OFFICER-i.e. "JANE DOE, NOTARY PUBLIC")  
personally appeared JAMES NEAL  
(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.

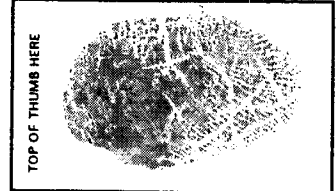


Witness my hand and official seal.

(SEAL)

Lisa C. Valenti  
(SIGNATURE OF NOTARY)

RIGHT THUMBPRINT (Optional)



CAPACITY CLAIMED BY SIGNER(S)  
 INDIVIDUAL(S)  
 CORPORATE

OFFICER(S) \_\_\_\_\_ (TITLES)  
 PARTNER(S)  LIMITED  
 GENERAL  
 ATTORNEY IN FACT  
 TRUSTEE(S)  
 GUARDIAN/CONSERVATOR  
 OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
(Name of Person(s) or Entity(ies))

RIGHT THUMBPRINT (Optional)



CAPACITY CLAIMED BY SIGNER(S)  
 INDIVIDUAL(S)  
 CORPORATE

OFFICER(S) \_\_\_\_\_ (TITLES)  
 PARTNER(S)  LIMITED  
 GENERAL  
 ATTORNEY IN FACT  
 TRUSTEE(S)  
 GUARDIAN/CONSERVATOR  
 OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
(Name of Person(s) or Entity(ies))

ATTENTION NOTARY

The information requested below and in the column to the right is OPTIONAL. Recording of this document is not required by law and is also optional. It could, however, prevent fraudulent attachment of this certificate to any unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:  
Title or Type of Document \_\_\_\_\_  
Number of Pages \_\_\_\_\_ Date of Document \_\_\_\_\_  
Signer(s) Other Than Named Above \_\_\_\_\_



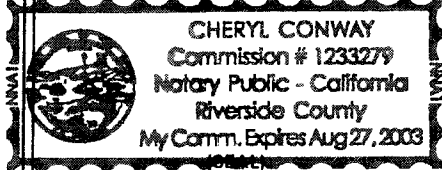
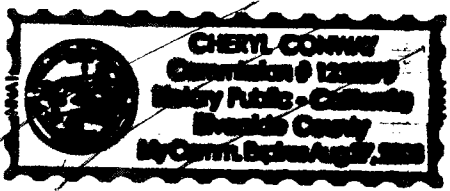
State of California  
County of Riverside

On Jan 03 2001 before me, Cheryl Conway, Notary Public  
(DATE) (NAME/TITLE OF OFFICER-i.e. "JANE DOE, NOTARY PUBLIC")

personally appeared John K Abel  
(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.

Cheryl Conway  
(SIGNATURE OF NOTARY)

**ATTENTION NOTARY**

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Signer(s) Other Than Named Above \_\_\_\_\_

RIGHT THUMBPRINT (Optional)

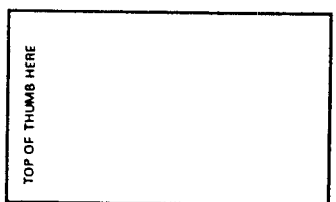


CAPACITY CLAIMED BY SIGNER(S)  
 INDIVIDUAL(S)  
 CORPORATE \_\_\_\_\_

OFFICER(S) \_\_\_\_\_ (TITLES)  
 PARTNER(S)  LIMITED  
 GENERAL  
 ATTORNEY IN FACT  
 TRUSTEE(S)  
 GUARDIAN/CONSERVATOR  
 OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
(Name of Person(s) or Entity(ies))  
\_\_\_\_\_  
\_\_\_\_\_

RIGHT THUMBPRINT (Optional)



CAPACITY CLAIMED BY SIGNER(S)  
 INDIVIDUAL(S)  
 CORPORATE \_\_\_\_\_

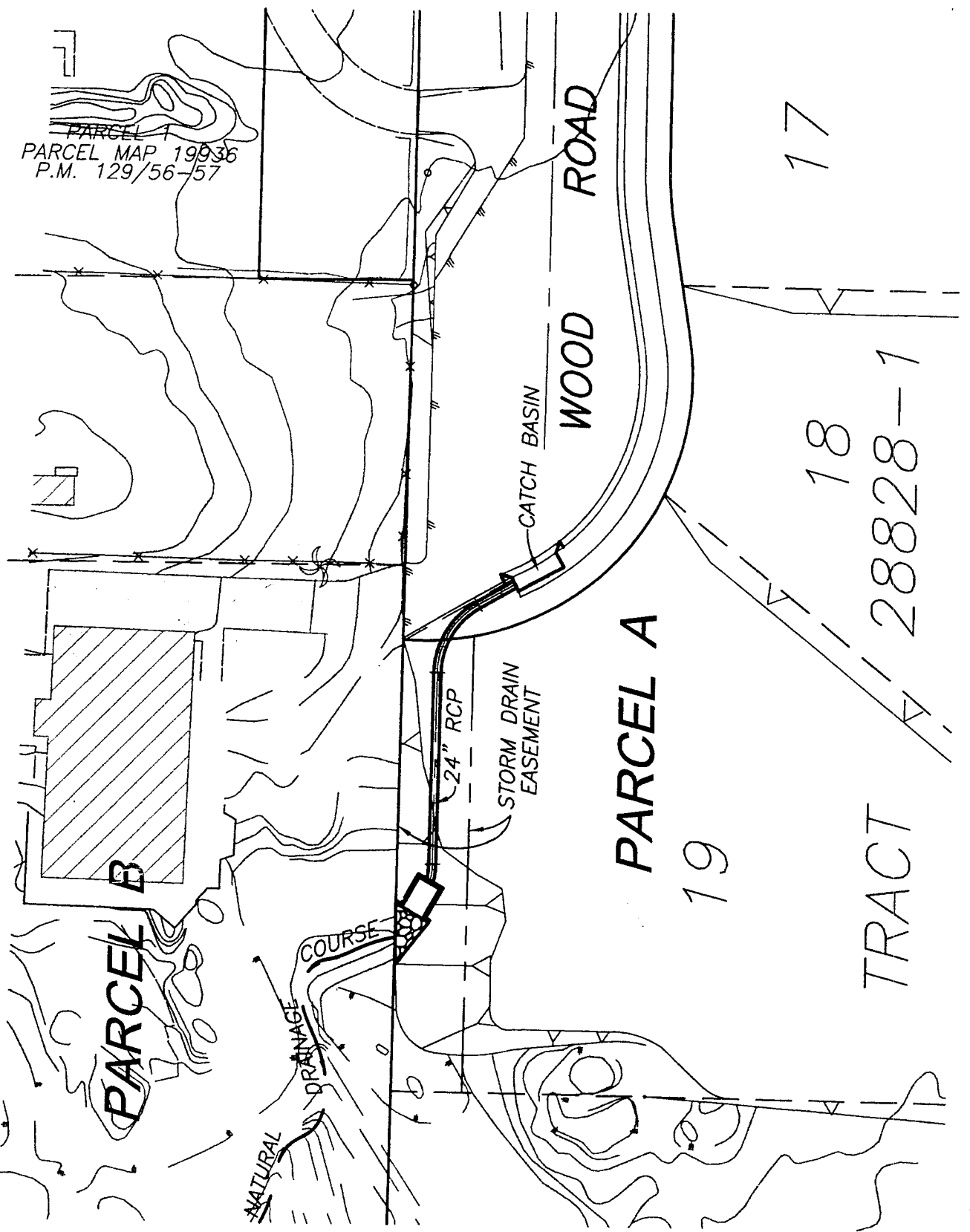
OFFICER(S) \_\_\_\_\_ (TITLES)  
 PARTNER(S)  LIMITED  
 GENERAL  
 ATTORNEY IN FACT  
 TRUSTEE(S)  
 GUARDIAN/CONSERVATOR  
 OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
(Name of Person(s) or Entity(ies))  
\_\_\_\_\_  
\_\_\_\_\_



SE 1/4 SE 1/4 NE 1/4  
SEC. 18, T.3S., R.4W., S.B.M.

PARCEL 1  
PARCEL MAP 19936  
P.M. 129/56-57



**EXHIBIT A**

**--- CITY OF RIVERSIDE, CALIFORNIA ---**

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL (S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT PART OF THE WRITTEN DESCRIPTION THEREIN.	SHEET 1 OF 1	W.O. 1022-002
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SCALE: 1" = 40'	DRAWN BY: C.E.G. DATE: 10/3/00	SUBJECT: DRAINAGE ACCEPTANCE -- TRACT 28828-1
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CIA 719-6