



WHEN RECORDED MAIL TO:

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

Project: 7345 Sycamore Canyon Boulevard
 Riverside, California

PW 04-0102

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COVENANT AND AGREEMENT
 FOR ACCEPTANCE OF DRAINAGE WATERS

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THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 7th day of December, 2004, by **48 Sycamore Canyon Partnership L.P., a California limited partnership** ("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, ("Parcel B ") currently identified by Assessor's Parcel Number 263-250-003-7, and more particularly described in Exhibit "A", which is attached hereto and incorporated within by reference.

B. Declarant desires to construct a catch basin to accept existing public drainage waters from Mt. Baldy Drive and extend that storm drain pipe onto Parcel B ("Project"). In connection with such development, Declarant has submitted to the City of Riverside ("City") certain grading plans for Project, which propose that the storm flow, irrigation and nuisance drainage water ("drainage waters") from Mt. Baldy Drive, a public street, will flow into the catch basin.

C. As a condition for the acceptance of Declarant's grading plans for Project and the issuance of building and grading permits, City is requiring that an agreement be executed and recorded for the acceptance of drainage waters from Mt. Baldy Drive onto Parcel B and to provide for the maintenance of the proposed underground drainage pipe on Parcel B.

D. Declarant desires to provide for the acceptance of existing public drainage waters from Mt. Baldy Drive onto Parcel B 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 of Riverside in Public Works Case No. PWDA-0102, and for the issuance of building and grading permits, Declarant hereby covenants and agrees with the City that the following restrictions shall apply to the Property:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated into this Covenant by reference.

2. Construction of Drainage Facilities/Pipe. Prior to issuance of Certificate of Occupancy at 7345 Sycamore Canyon Boulevard, Riverside, Declarant shall construct or cause to be constructed as the drainage facilities/pipe on Parcel B in accordance with the grading plans for Project filed with and accepted by the Public Works Department of City.

3. Noninterference with Drainage Facilities/Pipe. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken on Parcel B which may damage, interfere with, obstruct, or retard the flow of drainage waters through the drainage facilities/pipe constructed in accordance with the grading plans for Project filed with and accepted by the Public Works Department of City.

4. Maintenance of Drainage Facilities/Pipe. Declarant shall continuously maintain, and repair if necessary, any and all of the cross-lot drainage facilities/pipe described above; and this obligation for maintenance and repair shall be borne by the successors and assigns of Declarant.

5. 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/pipe described above and the diversion of water into such facilities/pipe. Declarant and its respective successors and assigns, waive 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 ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MUST HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE DEBTOR.

In this connection, Declarant agrees, represents and warrants that it is familiar with, have read, and understand 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/pipe described above and the diversion of drainage waters into such facilities/pipe.

6. 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.


7. 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.

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.


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

48 Sycamore Canyon Partnership L.P.,
a California limited partnership

By: Investment Building Group,
a California corporation,
General Partner

By: 
Jack M. Langson
President and Secretary

APPROVED AS TO FORM:


Deputy City Attorney

APPROVED AS TO CONTENT:


Public Works Department

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL B:

THOSE PORTIONS OF PARCELS 1, 3 AND 26, AND ALL OF PARCEL 2 OF PARCEL MAP NO. 24536, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 162 OF PARCEL MAPS, PAGES 91 THROUGH 98 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 3;
THENCE SOUTH 00°18'06" EAST ALONG THE WESTERLY LINE OF SAID PARCEL 3, A DISTANCE OF 345.91 FEET, TO THE POINT OF BEGINNING;
THENCE NORTH 89°41'54" EAST, A DISTANCE OF 414.49 FEET;
THENCE SOUTH 00°18'06" EAST, A DISTANCE OF 33.50 FEET;
THENCE NORTH 89°41'54" EAST, A DISTANCE OF 147.98 FEET, TO THE EASTERLY LINE OF SAID PARCEL 26;
THENCE SOUTH 00°50'50" EAST ALONG SAID EASTERLY LINE AND ALONG THE EASTERLY LINES OF SAID PARCELS 2 AND 1, A DISTANCE OF 764.47 FEET, TO AN ANGLE POINT IN SAID EASTERLY LINE OF PARCEL 1;
THENCE SOUTH 43°25'01" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 97.72 FEET, TO THE SOUTHEAST CORNER OF SAID PARCEL 1;
THENCE SOUTH 87°40'48" WEST ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, A DISTANCE OF 221.11 FEET, TO AN ANGLE POINT THEREIN;
THENCE SOUTH 89°10'12" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 281.26 FEET, TO THE SOUTHWEST CORNER OF PARCEL 1;
THENCE NORTH 00°18'06" WEST ALONG THE WESTERLY LINE OF SAID PARCEL 1 AND ALONG THE WESTERLY LINE OF SAID PARCELS 26 AND 3, A DISTANCE OF 878.94 FEET, TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION OF SAID PARCEL 1 LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 1;
THENCE NORTH 89°10'12" EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, A DISTANCE OF 281.26 FEET, TO AN ANGLE POINT THEREIN;
THENCE NORTH 87°40'48" EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 221.11 FEET, TO THE SOUTHEAST CORNER OF SAID PARCEL 1;
THENCE NORTH 43°25'01" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1, A DISTANCE OF 97.72 FEET, TO AN ANGLE POINT THEREIN;
THENCE NORTH 00°50'50" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 174.00 FEET, TO THE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED;
THENCE SOUTH 88°08'04" WEST, A DISTANCE OF 112.17 FEET;
THENCE SOUTH 87°40'50" WEST, A DISTANCE OF 96.83 FEET;
THENCE SOUTH 42°40'50" WEST, A DISTANCE OF 22.51 FEET;
THENCE NORTH 01°09'40" WEST, A DISTANCE OF 11.97 FEET;
THENCE 45°31'44" WEST, A DISTANCE OF 15.11 FEET;
THENCE SOUTH 89°41'54" WEST, A DISTANCE OF 332.95 FEET, TO THE WESTERLY LINE OF SAID PARCEL 1.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 8.00 ACRES, MORE OR LESS.

DESCRIPTION APPROVAL: 12 04 00

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On 12/07, 2004, before me, JAYNE STOUT, the undersigned, a notary public in and for said State, personally appeared JACK M. LANGSON personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity, and that by his/~~her/their~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Jayne Stout
Notary Public

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 2004, before me, _____, the undersigned, a notary public in and for said State, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

CONSENT RESOLUTION OF SOLE DIRECTOR
OF INVESTMENT BUILDING GROUP

The undersigned, being the Sole Director of Investment Building Group, hereby consents to the adoption of the following resolution:

RESOLVED, that the President and Secretary of this corporation, Jack M. Langson, is hereby authorized to execute any and all documents relating to Investment Building Group.

The above described act is taken without a meeting, pursuant to the written consent of the Sole Director, as evidenced by signature appearing below, and such consent is executed in accordance with the powers given to the directors under the bylaws of this corporation.

Dated: December 7, 2004



Jack M. Langson, Sole Director



GARY L. ORSO
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P O Box 751
Riverside, CA 92502-0751
(909) 486-7000

<http://riverside.asrclrec.com>

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Jayne Stout

Commission #: 1345824

Place of Execution: Orange

Date Commission Expires: Jul 22, 2006

Date: DEC 17 2004

Signature: JC