

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

Project: Tract No. 19236

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on MAY 29 1985 as No. 115079
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original.
WILLIAM T. CONERLY
County Recorder
RIVERSIDE COUNTY, CALIFORNIA

COVENANT AND AGREEMENT AND
DECLARATION OF RESTRICTIONS

This Covenant and Agreement and Declaration of Restrictions is made and entered into this 29th day of May, 1985, by ROBERT E. OSBORNE CO., a California corporation, the owner of record of the following described real property situated in the City of Riverside, County of Riverside, State of California:

Lots 7, 8, 12, 15 and 16 of Tract No. 19236, as shown by map on file in Book 146 of Maps at pages 38 through 39 thereof, Records of Riverside County, California, referred to herein as "the property" and as Lots 7, 8, 12, 15 and 16.

WHEREAS the undersigned desires to develop the property as a part of a residential subdivision; and

WHEREAS the City of Riverside requires that means be provided for disposing of surface runoff water and storm water; and

WHEREAS the undersigned desires to locate a private cross-lot drainage facility on portions of the property to accept, direct and carry away surface runoff water and storm water; and

WHEREAS the undersigned desires to restrict portions of the property with certain private, nonexclusive drainage easements and obligations to maintain and to not obstruct the private cross-lot drainage facility located therein; and

WHEREAS the undersigned desires to restrict part of the property with rights of entry for the limited purpose of inspecting, maintaining, repairing and removing obstructions from the private cross-lot drainage facility when such work is not being done by the owners or tenants of the burdened property;

NOW, THEREFORE, the undersigned hereby covenants and agrees with the City of Riverside as follows:

1. To construct, at its own expense, a private cross-lot drainage facility, composed of concrete lined V-ditch and a rip-rap pad, according to the City approved grading plan for Tract No. 19236 and Grading Permit No. 1415, on the westerly 5.00 feet of Lots 7 and 8, the southerly 5.00 feet of Lot 15 and the easterly 30.00 feet of the southerly 5.00 feet of Lot 12, adjoining Lot 15, prior to the sale of any of the property.

2. To accept surface runoff water and storm water from Lots 7, 8, 12, 15 and 16 within the private cross-lot drainage facility described in paragraph 1, above.

3. To maintain the private cross-lot drainage facility described in paragraph 1, above, in a good,

RESOLUTION APPROVED
George Hutchinson, Mayor
5/28/85

usable and safe condition at all times, to keep such facility free from obstruction, including at the property lines, and to make any repairs as may be necessary to ensure proper drainage or as may be required by the City of Riverside; these obligations to be the responsibility of the owners and tenants of each lot to the extent that the drainage facility is located upon such lot.

4. To permit the owners or tenants of Lots 7, 8, 12, 15 and 16 or their agents to enter upon and to pass and repass over Lots 7, 8, 12 and 15 for the limited purpose of inspecting, maintaining, repairing and removing obstructions from the private cross-lot drainage facility described in paragraph 1, above, when such work is not being done by the owners or tenants of the burdened property, as set forth in paragraph 3, above.

5. To release the City of Riverside, its officers, employees, and agents from any and all claims, demands, suits or actions that the undersigned, its 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 any part of the property due to the construction or maintenance of the private cross-lot drainage facility or the diversion of water into such facility.

6. To defend, indemnify and hold-harmless the City of Riverside, its officers, employees and agents from any and all liabilities, expenses, claims or causes of action arising out of or alleged to be caused by or resulting from water flooding, flowing over, or remaining on any property due to the construction or maintenance of the private cross-lot drainage facility or the diversion of water into such facility.

7. To establish private, nonexclusive drainage easements over and across the property described in paragraph 1, above, to accept surface runoff water and storm water from Lots 7, 8, 12, 15 and 16 for the benefit of Lots 7, 8, 12, 15 and 16; and to establish rights to enter upon and to pass and repass over Lots 7, 8, 12 and 15 for the limited purpose of inspecting, maintaining, repairing and removing obstructions from the private cross-lot drainage facility when such work is not being done by the owners or tenants of the burdened property, as set forth in paragraph 3, above, for the benefit of Lots 7, 8, 12, 15 and 16. In the event the undersigned shall sell, convey or lease any interest in any of the property or the ownership is otherwise changed, the undersigned shall grant and/or reserve, as appropriate, the above-described private, nonexclusive drainage easements and rights of entry.

8. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City of Riverside, its successors or assigns, or by any owner or tenant of any of the property. Should the City or any owner or tenant bring an action to enforce any of the terms of this Covenant and Agreement and Declaration of Restrictions, the prevailing party shall be entitled to reasonable attorneys' fees, expert witnesses' fees and reasonable costs of suit.

9. This Covenant and Agreement and Declaration of Restrictions shall run with the land and shall be

binding upon the undersigned, its successors and assigns and shall continue in effect until such time as released by the City Council of the City of Riverside, California.

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

ROBERT E. OSBORNE CO., a California corporation

Signature [Handwritten Signature]

Name ROBERT E. OSBORNE

Title PRES

Signature _____

Name _____

Title _____

STATE OF CALIFORNIA)
COUNTY OF Orange) ss.

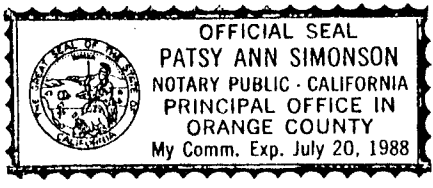
On May 29, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert E. Osborne and

_____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as _____

_____ the President and _____ Secretary, on behalf of The

Robert E. Osborne Company the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Patsy Ann Simonson

(This area for official notarial seal)

APPROVED AS TO FORM:

[Handwritten Signature]
Assistant City Attorney

3002 (6/82) — (Corporation) First American Title Insurance Company