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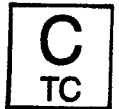
City Clerk  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522

Project: TM 31786

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COVENANT AND AGREEMENT AND  
DECLARATION OF RESTRICTIONS FOR  
ACCEPTANCE OF DRAINAGE WATERS AND EASEMENT



THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 23 day of December, 2004, by **RICHER LAPORTE and EUGENIE R. LAPORTE, husband and wife as joint tenants** ("Declarants"), with reference to the following facts:

A. Declarants are the fee owners of the following described real property situated in the City of Riverside, County of Riverside, State of California, hereinafter referred to as Tract Map 31786 ("TM 31786") more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference.

B. TM 31786 consists of approximately 1.48 acres which are or will be subdivided into 5 single family lots.

C. Declarants desire to improve and develop the lots contained within TM 31786. In connection with that development, Declarants have submitted to the City of Riverside ("City") certain grading plans for TM 31786, which propose that the storm flow, irrigation and nuisance water (collectively "Drainage Water") shall flow across several lots contained therein for the benefit of the entire project, and that all lots, where necessary, will be graded so as to establish drainage swales, and/or concrete v-gutters, to channel the flow of the Drainage Waters on and across certain lots onto the interior streets of the project.

D. Declarants desire to create an easement across lots 3 and 4 for the acceptance of Drainage Water, as depicted on grading permit PW04-0747, on file with City's Public Works Department.

E. As a condition for the acceptance of Declarants grading plan for TM 31786 and the issuance of building and grading permits, City is requiring that an agreement be executed and recorded for cross-lot drainage to provide for the acceptance of Drainage Waters across several lots within TM 31786 and

to provide for the maintenance of the drainage swales by the recording of a covenant.

F. Declarants desires to provide for the acceptance of Drainage Waters across lots 3 and 4 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 under TM 31786, and for the issuance of building and grading permits, Declarants hereby covenant and agree with the City that the following restrictions shall apply:

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

2. Construction of Drainage Swales/Facilities. Declarants shall construct or cause to be constructed the drainage swales in accordance with the grading plans for TM 31786 filed with and accepted by the Public Works Department of City under grading permit PW04-0747.

3. Easement and Acceptance of Drainage Waters: Declarants, as owner and developer of all lots within TM 31786, for itself and its successors and assigns, hereby grants, conveys and accepts an easement for Drainage Waters as depicted on grading permit PW04-0747 over, along and across lots 3 and 4 of TM 31786.

4. Noninterference with Drainage Facilities/Swales or Catch Basin. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken within TM 31786 which may damage, interfere with, obstruct, or retard the flow of Drainage Waters through the drainage facilities/swales and catch basin constructed in accordance with the grading plans filed with and accepted by the Public Works Department of City.

5. Maintenance of Drainage Facilities/Swales and Catch Basin. Declarants shall continuously maintain, and repair if necessary, any and all of the cross-lot drainage facilities/swales described above; and this obligation for maintenance and repair shall be borne by the successors and assigns of Declarants.

6. Release. Declarants and it's 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/swales described above and the diversion of water into such facilities/swales. Declarants and it's respective successors and assigns, waives 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, Declarants agree, represent and warrant that it is familiar with, has read, and understands Civil Code Section 1542, and Declarants 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. Declarants further agrees, represents and warrants that this release has been negotiated and agreed upon in light of such realization and that Declarants 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/swales described above and the diversion of drainage waters into such facilities/swales.

7. 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.

8. Run with the Land. This Covenant shall run with the land and each and all of its terms shall be binding upon Declarants, 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.

9. Non merger: This Covenant shall not be subject to the doctrine of merger, even though the underlying fee ownership of the lots in TM 31786 described herein, are vested in one party or entity.

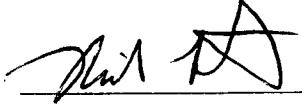
FURTHER, Declarants hereby represents and warrants that it has the legal power, right and actual authority to subject its property to the restrictions, terms and conditions stated herein.

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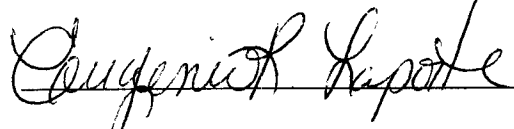
IN WITNESS WHEREOF, Declarants have caused this Covenant to be executed as of the day and year first written above.

Richer LaPorte


Eugenie R. LaPorte

  
\_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_

APPROVED AS TO CONTENT:

  
\_\_\_\_\_

Deputy City Attorney

  
\_\_\_\_\_

Public Works Department



STATE OF CALIFORNIA )  
 )  
COUNTY OF RIVERSIDE )

On December 23<sup>rd</sup>, 2004 before me, Fawnia Aragon, the undersigned, a notary public in and for said State, personally appeared ~~Richard LaPorte~~ F.A. LaPorte 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.



Fawnia Aragon  
Notary Public

STATE OF CALIFORNIA )  
 )  
COUNTY OF RIVERSIDE )

On December 23<sup>rd</sup>, 2004, before me, Fawnia Aragon, the undersigned, a notary public in and for said State, personally appeared Eugenio R. LaPorte 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.



Fawnia Aragon  
Notary Public

**EXHIBIT "A"**

**PARCEL 1:**

That portion of Section 3, Township 3 South, Range 6 West, San Bernardino Base and Meridian, as shown on Map of Subdivision of La Sierra Rancho, in the City of Riverside, County of Riverside, State of California, as per map recorded in Book 6, Page(s) 70 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at a point on Westerly line of Lot "M" as shown on Map of La Sierra Heights Tract No. 2 on file in Book 7, Page(s) 66 of Maps, Riverside County Records, which bears South 14°13' East, 250 feet from Southerly line of Cypress Avenue, as shown on map of Golden Terrace Tract on file in Book 11, Page(s) 83 of Maps, Riverside County Records.

Thence South 14°13' East, on the Westerly line of said Lot "M", 20 feet;

Thence South 75°03' West, parallel with the Southerly line of said Cypress Avenue, 150 feet;

Thence South 14°13' East, parallel with the Westerly line of said Lot "M", 100 feet;

Thence South 75°03' West, parallel with the Southerly line of said Cypress Avenue, 213 feet;

Thence North 14°13' West, parallel with the Westerly line of said Lot "M", 120 feet;

Thence North 75°03' East, 363 feet to the point of beginning.

**PARCEL 2:**

All that portion of Section 3, Township 3 South, Range 6 West, San Bernardino Base and Meridian, as shown by Map of Subdivision of La Sierra Rancho, on file in Book 6, Page(s) 70 of Maps, Records of Riverside County, California, particularly described as follows:

Beginning at a point on the Westerly line of Lot "M" as shown by Map of La Sierra Heights Tract No. 2 on file in Book 7, Page(s) 66 of Maps, Records of Riverside County, California, which bears South 14°13' East, 130 feet from the Southerly line of Cypress Avenue, as shown by Map of Golden Terrace Tract on file in Book 11, Page(s) 83 of Maps, Records of Riverside County, California;

Thence South 14°13', East along the Westerly line of said Lot M, 120 feet;

Thence South 75°03' West, and parallel with the Southerly line of said Cypress, 363 feet;

Thence North 14°13' West and parallel with the Westerly line of said Lot M, 120 feet;

Thence North 75°03' East and parallel with Southerly line of said Cypress Avenue, 365 feet to the point of beginning.

DESCRIPTION APPROVAL

12,22,04

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SURVEYOR, CITY OF RIVERSIDE

C/A 944

CERTIFICATION

Under the provisions of Government Code 27361.7 I certify under penalty of perjury that the following is a true copy of illegible wording found in the attached document:

**Exhibit "A"**

PARCEL 1:

That portion of Section 3, Township 3 South, Range 6 West, San Bernardino Base and Meridian, as shown on Map of Subdivision of La Sierra Rancho, in the City of Riverside, County of Riverside, State of California, as per map recorded in Book 6, Page(s) 70 of Maps, in the office of the County Recorder of said County, described as follows:


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Thence South 14°13' East, on the Westerly line of said Lot 20 feet;  
Thence South 75°03' West, parallel with the Southerly line of said Cypress Avenue, 150 feet;  
Thence South 14°13' East, parallel with the Westerly line of said Lot "M", 100 feet;  
Thence South 75°03' West, parallel with the Southerly line of said Cypress Avenue, 213 feet;  
Thence North 14°13' West, parallel with the Westerly line of said Lot "M", 120 feet;  
Thence North 75°03' East, 363 feet to the point of beginning.

PARCEL 2:

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Thence South 14° 13', East along the Westerly line of said Lot "M", 120 feet;  
Thence South 75°03' West, and parallel with the Southerly line of said Cypress, 363 feet;  
Thence North 14°13' West and parallel with the Westerly Line of said Lot "M", 120 feet;  
Thence North 75°03' East and parallel with Southerly line of said Cypress Avenue, 365 feet to the point of beginning.

DATE: 6/2/05  
SIGNATURE:   
PRINT NAME: Tom Roberts



**ACKNOWLEDGMENT/RECEIPT**

I acknowledge that I have received and read a written copy of the City of Riverside's Technical Resources Use and Monitoring Policy. I understand the terms of this policy and agree to abide by them. I realize that the City's security software may record and store for management use the electronic e-mail messages I send or receive, the Internet address of any site I access, the documents, data, images, voice messages viewed, created, saved, received, or transmitted over Technical Resources, and any network activity in which I transmit or receive any kind of file or data. I understand that any violation of this policy may lead to my loss of pay, demotion, and termination from employment or even criminal prosecution.

**EMPLOYEE**

Signature: Eva Miramontes

Printed Name: Eva Miramontes

Date: 6/14/05

Department: City Clerk's Office

05/19/05  
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