

WHEN RECORDED MAIL TO:

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

Project: Case No. P04-1029  
Lot Line Adjustment POS-0323

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FOR RECORDER'S OFFICE USE ONLY

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

34



THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 9<sup>th</sup> day of JUNE, 2005, The Grove Business Park, LLC, a California Limited Liability Company ("Declarant"), with reference to the following facts:

A. Declarant is the fee owner of the following described real property situated in City of Riverside, County of Riverside, State of California, hereinafter referred to as Lot Line Adjustment Case POS-0323 ("LLA") more particularly described in Exhibit "A" and depicted on Exhibit "B", which are attached hereto and incorporated herein by reference.

B. LLA consists of approximately 19.49 acres which are or will be subdivided into 3 (three) lots.

C. Declarant desires to improve and develop Parcel A contained within LLA. In connection with that development, Declarant has submitted to the City of Riverside ("City") certain grading plans for Parcel A, LLA, which propose that the storm flow and nuisance water (collectively "Drainage Water") shall flow across lots contained therein for the benefit of the entire project, and that all lots, where necessary, will be graded so as to establish concrete v-gutters to channel the flow of the Drainage Waters on and across certain lots onto the interior parking area of the project.

D. Declarant desires to create an easement across Parcel B for the acceptance of Drainage Water, as depicted on grading permit PW05-0026, on file with City's Public Works Department.

E. As a condition for the acceptance of Declarants grading plan for LLA 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 Parcel B and to provide for the maintenance of the drainage swales by the recording of a covenant.

F. Declarant desires to provide for the acceptance of Drainage Waters across 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 under Parcel A of LLA, and for the issuance of building and grading permits, Declarant hereby covenants and agrees 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. Declarant shall construct or cause to be constructed the drainage swales in accordance with the grading plans for Parcel A filed with and accepted by the Public Works Department of City under grading permit PW 05-0026.

3. Easement and Acceptance of Drainage Waters: Declarant, as owner and developer of all lots within LLA, for itself and its successors and assigns, hereby grants, conveys and accepts an easement for Drainage/Waters as depicted on grading permit PW05-0026 over, along and across Parcel B of LLA.

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 LLA which may damage, interfere with, obstruct, or retard the flow of Drainage Waters through the drainage facilities/swales constructed in accordance with the grading plan filed with and accepted by the Public Works Department of City.

5. Maintenance of Drainage Facilities/Swales and Catch Basin. Declarant 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 Declarant.

6. 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/swales described above and the diversion of water into such facilities/swales. Declarant and its 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, Declarant agrees, represents and warrants that it is familiar with, has read, and understands 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/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 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.

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

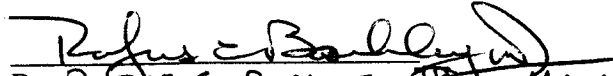
FURTHER, Declarant hereby represents and warrants that it has the legal power, right and actual authority to subject its property to the restrictions, terms and conditions stated herein.

*[remainder of page intentionally left blank]*

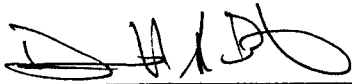
IN WITNESS WHEREOF, Declarant has caused this Covenant to be executed as of the day and year first written above.

The Grove Business Park, LLC

a California Limited Liability Company



By: RUFUS C. BARKLEY ~~IB~~ MANAGER FOR CWT BARKLEY FAMILY, LLC  
Its: MEMBER



By: DARRELL A. BUTLER  
Its: MEMBER

APPROVED AS TO FORM:



Deputy City Attorney  
By: Kristi J. Smith

APPROVED AS TO CONTENT:



Public Works Department  
By: ROBERT VAN ZANTEN

STATE OF CALIFORNIA    )  
  )  
COUNTY OF RIVERSIDE    )

On 6/9/05, 2005 before me, Yvette M. Brewer,  
the undersigned, a notary public in and for said State, personally appeared  
Rufus C. Barkley III 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.



Yvette M. Brewer  
Notary Public

EXHIBIT "A"

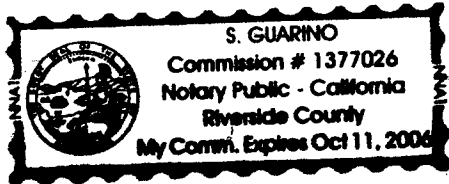
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Riverside } ss.

On 6-9-05 before me, S. Guarino, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Darrell A. Butler  
Name(s) of Signer(s)

personally known to me  
 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.

[Signature]  
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: Covenant & Agreement

Document Date: 6-9-05 Number of Pages: 8

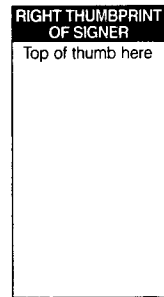
Signer(s) Other Than Named Above: Refus C Barkley III & Kristi J. Smith & Public Works

**Capacity(ies) Claimed by Signer**

Signer's Name: Darrell A. Butler

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

Signer Is Representing: Self



C/A 948

**City of Riverside  
Lot Line Adjustment No. PO5-0323**

**PARCEL A**

Those portions of Lots A, B and D, and Lots 9 through 24 of Steck's Citrus Tract, on file in Book 11 of Maps, Page 33 thereof, Records of Riverside County, California, together with a portion of Lot 16 of Twogood and Herrick's Subdivision, on file in Book 7 of Maps, Page 29 thereof, Records of San Bernardino County, California, being described as follows:

**COMMENCING** at the southeast corner of Lot 18 of said Twogood and Herrick's Subdivision, being a point in the northerly line of Marlborough Avenue, said northerly line being a line parallel with and 33.00 feet northerly of the centerline of said Marlborough Avenue;

Thence N.89°49'59"W. along the southerly lines of said Lot 18, Lot 17 of said Twogood and Herrick's Subdivision, Lot 25 of said Steck's Citrus Tract and said Lot 24, a distance of 997.77 feet, being the **POINT OF BEGINNING**;

Thence N.00°10'01"E., a distance of 286.52 feet;

Thence N.89°49'59"W., a distance of 533.37 feet, to the easterly line of Parcel 3, conveyed to the City of Riverside by Deed recorded April 21, 1961, as Instrument No. 34428, Official Records of Riverside County, California, said easterly line being a line parallel with and 55.00 feet easterly of the centerline of Iowa Avenue, as shown on said Steck's Citrus Tract;

Thence S.00°15'16"E. along said easterly line, a distance of 286.53 feet, to the southerly line of said Lot 12, said southerly line also being said northerly line of Marlborough Avenue;

Thence S.89°49'59"E. along said southerly line of Lot 12 and along the southerly lines of said Lots 13 through 24, said southerly lines also being said northerly line of Marlborough Avenue, a distance of 531.27 feet, to the Point of Beginning.

The above described parcel of land contains 3.50 acres, more or less.

 KC

**PARCEL B**

Those portions of Lot A, and Lots 2 through 7 of Steck's Citrus Tract, on file in Book 11 of Maps, Page 33 thereof, Records of Riverside County, California, together with a portion of Lot 16 of Twogood and Herrick's Subdivision, on file in Book 7 of Maps, Page 29 thereof, Records of San Bernardino County, California, being described as follows:

**COMMENCING** at the southeast corner of Lot 18 of said Twogood and Herrick's Subdivision, being a point in the northerly line of Marlborough Avenue, said northerly line being a line parallel with and 33.00 feet northerly of the centerline of said Marlborough Avenue;

Thence N.89°49'59"W. along the southerly lines of said Lot 18, Lot 17 of said Twogood and Herrick's Subdivision and Lots 24 and 25 of said Steck's Citrus Tract, a distance of 997.77 feet;

Thence N.00°10'01"E., a distance of 286.52 feet, to the **POINT OF BEGINNING**;

Thence N.89°49'59"W., a distance of 533.37 feet, to the easterly line of Parcel 3, conveyed to the City of Riverside by Deed recorded April 21, 1961, as Instrument No. 34428, Official Records of Riverside County, California, said easterly line being a line parallel with and 55.00 feet easterly of the centerline of Iowa Avenue, as shown on said Steck's Citrus Tract;

Thence N.00°15'16"W. along said parallel line, a distance of 259.24 feet, to the northwest corner of Parcel 3 of Parcel Map Waiver No. 47-878, recorded June 28, 1991, as Instrument No. 220472, Official Records of Riverside County;

Thence N.89°43'27"E. along the northerly line of said Parcel 3 of Parcel Map Waiver No. 47-878, a distance of 530.29 feet, to a line which bears N.00°10'01"E. from the Point of Beginning;

Thence S.00°10'01"W. along said line, a distance of 263.37 feet, to the Point of Beginning.

The above described parcel of land contains 3.21 acres, more or less.

**PARCEL C**

Those portions of Lot B, Lots 24 and 25 of Steck's Citrus Tract, on file in Book 11 of Maps, Page 33 thereof, Records of Riverside County, California, together with portions of Lots 16, 17 and 18 of Twogood and Herrick's Subdivision, on file in Book 7 of Maps, Page 29 thereof, Records of San Bernardino County, California, being described as follows:



**BEGINNING** at the southeast corner of Lot 18 of said Twogood and Herrick's Subdivision, being a point in the northerly line of Marlborough Avenue, said northerly line being a line parallel with and 33.00 feet northerly of the centerline of said Marlborough Avenue;

Thence N.89°49'59"W. along the southerly lines of said Lot 18, Lot 17 of said Twogood and Herrick's Subdivision, Lot 25 of said Steck's Citrus Tract and said Lot 24, a distance of 997.77 feet;

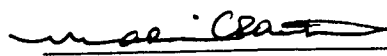
Thence N.00°10'01"E., a distance of 549.89 feet, to the northerly line of Parcel 3 of Parcel Map Waiver No. 47-878, recorded June 28, 1991, as Instrument No. 220472, Official Records of Riverside County;

Thence N.89°43'27"E along the northerly lines of said Parcel Map Waiver No. 47-878, a distance of 1012.71 feet, to the easterly line of said Lot 18;

Thence S.01°41'52"W. along said easterly line, a distance of 557.92 feet, to the Point of Beginning.

The above described parcel of land contains 12.78 acres, more or less.

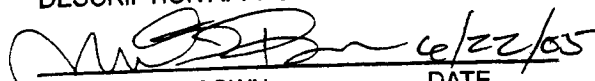
**KCT CONSULTANTS, INC.**  
Prepared Under the Supervision of:

  
Marissa Crowther      PLS No. 6152

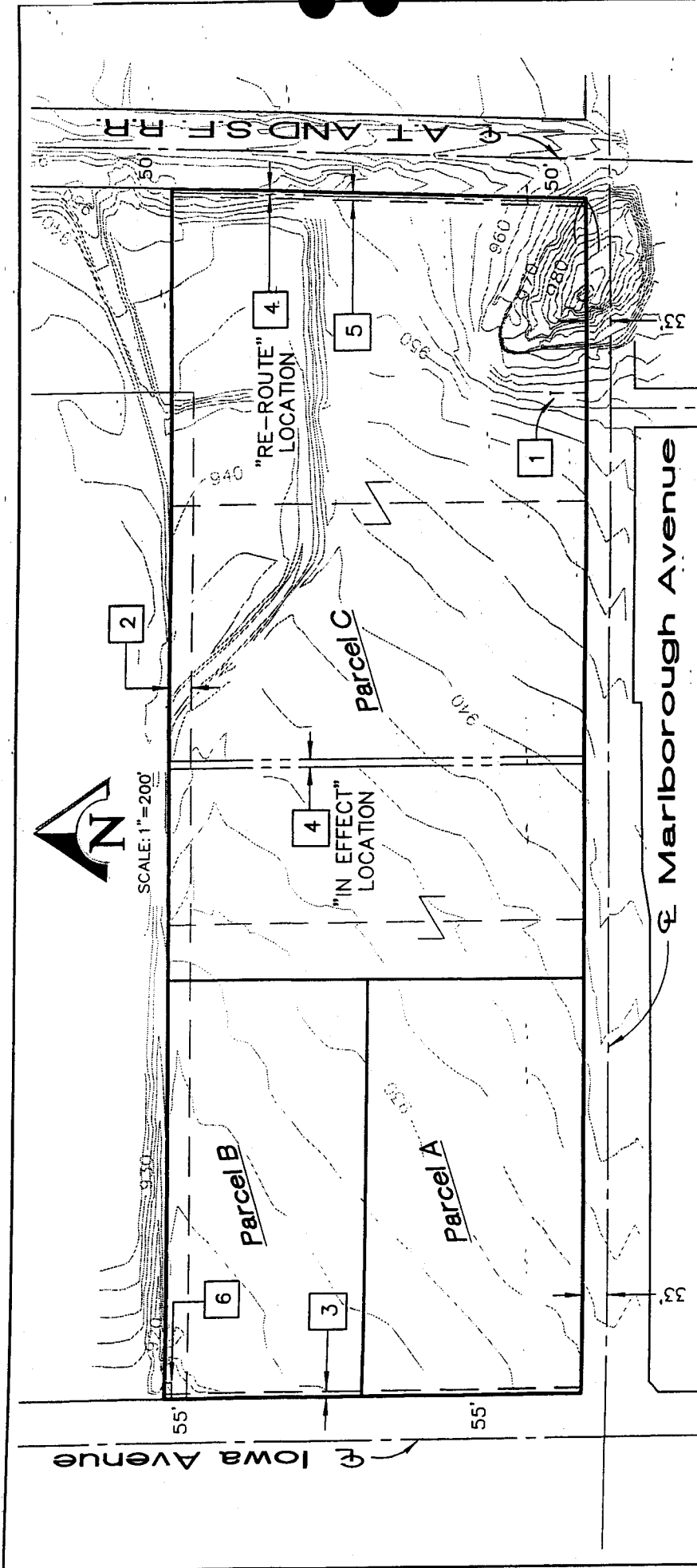
Date: June 9<sup>th</sup> 2005



DESCRIPTION APPROVAL:

  
MARK S. BROWN      DATE 6/22/05  
CITY SURVEYOR

  
KC



**EASEMENTS OVER PARCELS 1, 2 & 3**

**1** Guy Wires and Anchors Easement in favor of South. Calif. Edison Co., rec. 8-9-1946, Bk. 762, Pg. 405, O.R.

**2** Building Setback Line per CCR's rec. 8-17-1988, Inst. No. 233450, O.R.

**3** Public Utilities Easement in favor of Pacific Tel. & Telegraph Co., rec. 5-25-1961, Inst. No. 44639, O.R.

**4** Electrical Lines & Communications Easement in favor of the City of Riverside, rec. 5-12-1961, Inst. No. 40934, O.R.  
 "In Effect" is location of existing structures.

**6** Electrical Lines & Cable Easement in favor of the City of Riverside, rec. 12-1-1961, Bk. 3030, Pg. 503, Inst. No. 103423, O.R.

**5** Electrical Lines & Communications Easement in favor of the City of Riverside, rec. 11-9-1962, Inst. No. 104176, O.R.

**EXHIBIT "B"**  
 Sheet 2 of 2  
 Scale: 1" = 200'  
 February 2005  
 WO 1320-02

**CITY OF RIVERSIDE**  
**LOT LINE ADJUSTMENT: P05-0323**

**KCT CONSULTANTS, INC.**  
 CMI Engineers - Surveyors - Planners

CHA 948



SCALE: 1"=200'

Parcel 3, 34428, O.R.  
(4-21-1961)

Iowa Avenue

Parcel B  
Area = 3.21 Acres  
(Existing Par. 3,  
P.M.W. 47-878)

Parcel A  
Area = 3.50 Acres

VACANT LANDS  
CITRUS GROVES

Parcel C  
Area = 12.78 Acres

N'y Line Par. 3, 4 & 5  
of PMW-48-878

AT AND S.F. RR.

Lot 16  
Steck's Citrus Tract  
MB 11/33

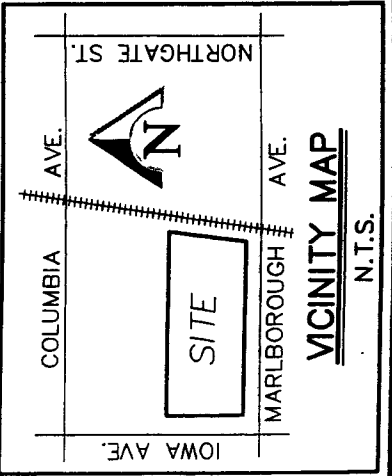
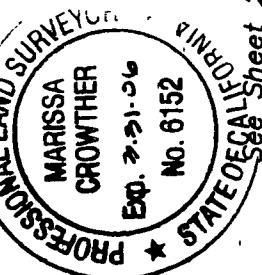
POB Par. 1  
Twogood and Herrick's Sub  
MB 7/29, SB Co.

SE Cor. Lot 18  
P.O.C. Par. 1 & 2;  
P.O.B. Par. 3

LEGEND

PMW-47-878, Inst. No. 220472, O.R.  
(6-28-1991)

Marlborough Avenue



Prepared under the supervision of:

*Marissa Crowther*

MARISSA CROWTHER, PLS 6152  
DATE: June 9, 2005

CITY OF RIVERSIDE  
LOT LINE ADJUSTMENT PO5-0323

KCT CONSULTANTS, INC.  
CMI Engineers - Surveyors - Planners



EXHIBIT "B"  
Sheet 1 of 2  
Scale: 1"=200'  
February 2005  
WO 1320-02

26.2  
CIA 948