

WHEN RECORDED MAIL TO:

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

Project: 14783 Wood Road,
Riverside, California 92508
APN 276-100-009

DOC # 2008-0231693

05/05/2008 08:00A Fee:30.00

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Recorded in Official Records
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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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 3rd day of May, 2008, by and between Danny Winters, Connie Winters, Steve Sigloch and Chancy Sigloch ("Declarants"), with reference to the following facts:

A. Danny Winters, and Connie Winters is the fee owner of the following described real property situated in the City of Riverside, County of Riverside, State of California, hereinafter referred to as "Parcel 3":

Parcel 3 of Parcel Map 13473 as shown by Map on file in Book 72 of Parcel Maps at Pages 65 and 66 thereof, Records of Riverside County, California.

B. Steve Sigloch and Chancy Sigloch is the fee owner of the following described real property situated in the City of Riverside, County of Riverside, State of California, hereinafter referred to as "Parcel 2":

Parcel 2 of Parcel Map 13473 as shown by Map on file in Book 72 of Parcel Maps at Pages 65 and 66 thereof, Records of Riverside County, California.

C. Parcel 3 and 2 are neighboring lots with Parcel 3 lying easterly of Parcel 2. Both parcels are part of Parcel Map 13473. Parcel 2 bears the street address of 14779 Wood Road, Riverside CA 92508. Parcel 3 bears the street address of 14783 Wood Road, Riverside CA 92508.

D. Danny Winters, and Connie Winters desires to improve and develop Parcel 3 by constructing a single family home. In connection with such development, Danny Winters, and Connie Winters has submitted to the City of Riverside certain grading plans for PW07-0598, which propose that the storm flow, irrigation and nuisance drainage water from Parcel 3 will flow onto Parcel 2 and that Parcel 3 will be graded so as to establish drainage swales to channel the

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flow of the drainage waters on Parcel 3 into a storm drain that outlets into the beginning of a natural arroyo on Parcel 2.

E. As a condition for the acceptance of Danny Winters, and Connie Winters grading plans for PW07-0598 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 from Parcel 3 onto Parcel 2 and to provide for the maintenance of the drainage swales on both parcels.

F. Declarants desire to provide for the acceptance of drainage waters from Parcel 3 onto Parcel 2 and are willing to record this Covenant and Agreement for Acceptance of Drainage Waters ("Covenant") to put future owners and successor-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 for the issuance of building and grading permits, Declarants here by covenant and agree 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 Swales/Facilities. Danny Winters, and Connie Winters shall construct or cause to be constructed the drainage facilities/swales on Parcel 3 and Parcel 2 in accordance with the grading plans for PW07-0598 filed with and accepted by the Public Work Department of City of Riverside.

3. Acceptance of Drainage Waters. Steve Sigloch and Chancy Sigloch, for itself and its successors and assigns, hereby agrees to accept and does accept onto Parcel 2 the drainage waters flowing from Parcel 3.

4. Noninterference with Cross-Lot Drainage Facilities/Swales. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken on Parcel 3 or Parcel 2 which may damage, interfere with, obstruct, or retard the flow of drainage waters through the drainage facilities/swales constructed in accordance with the grading plans for PW07-0598 filed with and accepted by Public Works Department of City.

5. Maintenance of Drainage Facilities/Swales. Declarants shall continuously maintain, and repair if necessary, any and all of cross-lot drainage facilities/swales described above; and this obligation for maintenance and repair shall be borne by the successors and assigns of Declarants as to each parcel for the cross-lot drainage facilities/swales located on the respective parcels.

6. Release. Declarants and each of them, for themselves and their 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 each of them, for themselves and their respective 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:

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 and each of them agree, represent and warrant that they are familiar with, have read, and understand Civil Code Section 1542, and Declarants 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. Declarants further agree, represent and warrant that this release has been negotiated and agreed upon in light of such realization and that Declarants nevertheless intend 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. This Covenant 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, by a writing duly recorded.

9. FURTHER, Declarants and each of them hereby represent and warrant that they have the legal power, right and actual authority to subject their respective parcels to the restrictions, terms and conditions stated herein.



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

Danny Winters

Danny J. Winters

Title: *owner*

Connie Winters

Connie Winters

Title: *owner*

Steve Sigloch

Steve Sigloch

Title: *owner*

Chancy Sigloch

Chancy Sigloch

Title: *owner*



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STATE OF CALIFORNIA)

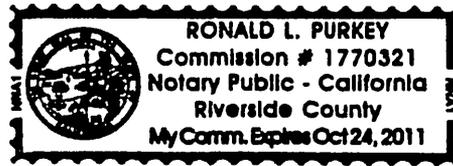
COUNTY OF RIVERSIDE) SS

On MAY 3, 2008, before me, RONALD L. PURKEY, NOTARY PUBLIC, personally appeared CHANCY SIGLOCH, STEVE SIGLOCH, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Ronald L. Purkey
Notary Signature



STATE OF CALIFORNIA)

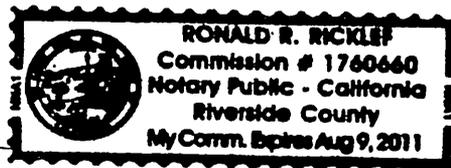
COUNTY OF RIVERSIDE) SS

On MAY 3, 2008, before me, RONALD R. RICKLET NOTARY PUBLIC, personally appeared DANNY WINTOES + CONNIE WINTOES, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Ronald R. Ricklet
Notary Signature





LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.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: RONALD R. RICKLEF

Commission #: 1760660

Place of Execution: RIVERSIDE COUNTY

Date Commission Expires: AUGUST 9, 2011

Date: MAY 5, 2008

Signature: *[Handwritten Signature]*

Print Name: BRIAN R. COWINS



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April 22, 2008

EXHIBIT "A"
Parcel Map 13473, Parcel 2 – APN: 276-100-009
Drainage Easement

That portion of Parcel 2 of Parcel Map No. 13473, as shown by Map on file in Book 72 of Parcel Maps at Pages 65 and 66 thereof, Records of Riverside County, California, described as follows:

Commencing at the most Easterly corner of Parcel 2;

thence S46°27'07"W along the Southeasterly line of said Parcel 2, a distance of 146.75 feet to the **Point of Beginning**;

thence N35°13'20"W, a distance of 114.01 feet;

thence N10°00'14"E, a distance of 8.16 feet to a point on the Northerly line of said Parcel 2, said point being distant S79°08'45"W, 155.88 feet from the Northeast corner of said Parcel 2;

thence S79°08'45"W along the Northerly line of said Parcel 2, a distance of 22.40 feet;

thence S52°20'53"E, a distance of 15.68 feet;

thence S35°13'20"E, a distance of 115.47 feet to the Southeasterly line of said Parcel 2;

thence N46°27'07"E along said Southeasterly line, a distance of 10.11 feet to the **Point of Beginning**;

The above described area of land contains 1,308 square feet, more or less.

DESCRIPTION APPROVAL:

BY: Mark S. Brown 4/25/08
DATE

FOR: MARK S. BROWN
CITY SURVEYOR

COLLINS & ASSOCIATES ENGINEERING, INC.
Prepared under the supervision of:

Alfred J. Thelwell
Alfred J. Thelwell L.S. 6999

4-25-08
Date

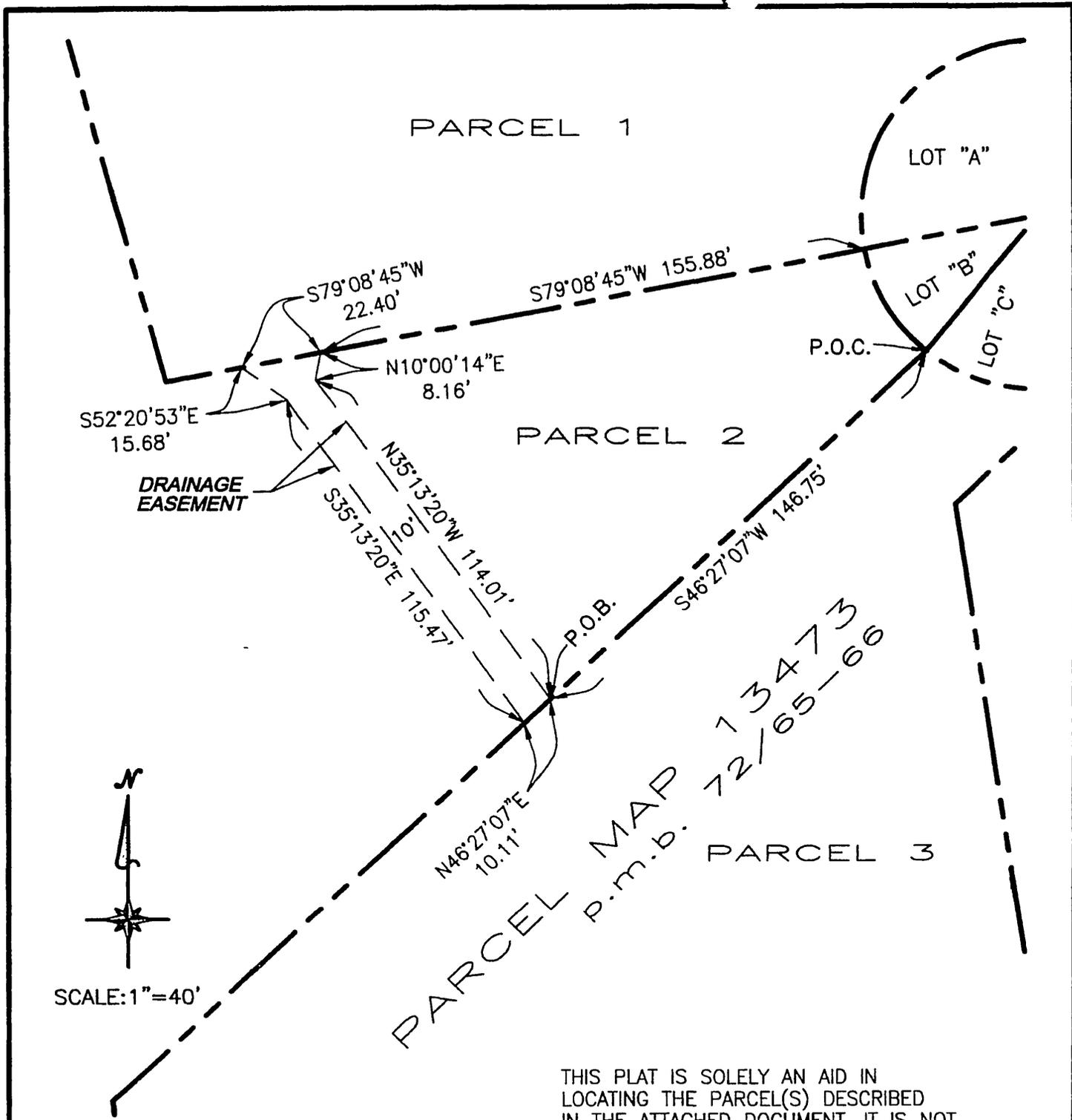


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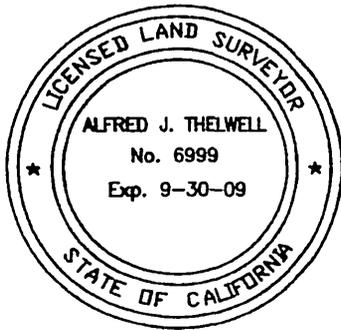


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THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.



Collins & Associates Engineering, Inc.

Civil Engineering - Land Surveying - Planning
 3741 Merced Drive, Suite E2 Riverside, CA 92503
 Tel: 951-353-2300 Fax: 951-353-2305

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