

WHEN RECORDED MAIN TO:

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

Project: Tract No. 8796

COPY of Document Recorded
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original. **116069**
WILLIAM E. CONERLY
County Recorder
RIVERSIDE COUNTY, CALIFORNIA

COVENANT AND AGREEMENT AND
DECLARATION OF RESTRICTIONS

(Private Drainage Easement)

This Covenant and Agreement and Declaration of Restrictions is made and entered into this 30th day of May, 1985, by KAUFMAN AND BROAD OF SOUTHERN CALIFORNIA, INC., a California corporation, the owner of record of the following described real property ("the property") situated in the City of Riverside, County of Riverside, State of California:

Lot 21 of Tract No. 8796, as shown by map on file in Book 137 of Maps at pages 90 through 92 thereof, Records of Riverside County, California.

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 facilities on portions of the property which will 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 with obligations to maintain and to not obstruct the private cross-lot drainage facilities located therein; and

WHEREAS the undersigned desires to restrict portions 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 owner or tenant 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, prior to the sale of the property, a private cross-lot drainage facility on Lot 21 of Tract No. 8796 as described above, composed of concrete swale, according to the City-approved grading plan for Grading Permit No's. 1307 and 1428 and as shown on Exhibit "A", attached hereto and incorporated herein.

2. To accept surface runoff water and storm water from the adjacent property to the west and northwest, 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, 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 burdened lot to the extent that the drainage facility is located upon such lot.

4. 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 facilities or the diversion of water into such facilities.

5. 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 facilities or the diversion of water into such facilities.

6. 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.

7. 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.

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.

KAUFMAN AND BROAD OF SOUTHERN CALIFORNIA, INC. a California Corporation

APPROVED AS TO FORM:

Claudia Jurney
Assistant City Attorney

By Gerald A. Gates

Name Gerald A. Gates

Title Vice President

By Linda M. Horning

Name LINDA M. HORNING

Title Assistant Secretary

CAT. NO. NN00737
TO 1945 CA (8-84)
(Corporation)

 TICOR TITLE INSURANCE

STATE OF CALIFORNIA }
COUNTY OF Orange } ss.

On May 30, 1985 before me, the undersigned, a Notary Public in and for said State, personally appeared Gerald A. Gates

personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President, and Linda M. Horning

Assistant Secretary of the Corporation that executed the within instrument 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 Catherine M. Genger



(This area for official notarial seal)

C/A-127

STAPLE HERE



• CITY OF RIVERSIDE, CALIFORNIA •

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.

SHEET 1 OF 1

SCALE: 1" = M.T.S.

DRAWN BY M.C. DATE 5/29/85

SUBJECT EXHIBIT "A"

TRACT 8796 - LOT 21

C/A-127