

THENCE South 30° 28' 42" West, a distance of 45.16 feet;

THENCE South 06° 20' 10" West, a distance of 223.49 feet;

THENCE South 20° 58' 06" West, a distance of 180.64 feet to the northerly line of Tract 8796 as shown by map on file in Book 137 of Maps at Pages 90 through 92 thereof, Records of Riverside County, California;

THENCE South 81° 27' 00" West, a distance of 47.93 feet;

THENCE North 88° 43' 26" West, a distance of 315.06 feet;

THENCE South 49° 59' 50" West, a distance of 216.60 feet;

THENCE South 72° 00' 10" East, a distance of 115.39 feet;

THENCE South 40° 00' 10" East, a distance of 109.89 feet to a point of cusp, said point being a point on the southwesterly line of that certain parcel of land conveyed to Divine Word Seminary of the Divine Word Missionaries of the Society of the Divine Word at Riverside, California by Deed recorded April 29, 1963 as Instrument No. 43356, Official Records of Riverside County, California;

The preceding 5 courses being along the southwesterly and northerly lines of said Tract 8796, also the preceding 8 courses being along the westerly line of said parcel of land conveyed to Kaufman and Broad of Southern California, Inc.;

THENCE Northwesterly on a non-tangent curve concave Southwesterly, having a radius of 200.00 feet, through an angle of 43° 13' 00", an arc length of 150.85 feet, (the initial radial line bears North 49° 59' 50" East);

THENCE North 83° 13' 10" West, a distance of 47.00 feet;

THENCE Northwesterly and Northeasterly on a curve concave Easterly, having a radius of 40.00 feet, through an angle of 157° 10' 00", an arc length of 69.72 feet;

THENCE North 73° 56' 50" East, a distance of 42.00 feet;

THENCE Northeasterly on a curve concave northwesterly, having a radius of 100.00 feet, through an angle of 53° 43' 51", an arc length of 93.78 feet;

THENCE North 85° 13' 40" West, a distance of 211.55 feet;

THENCE North 53° 37' 10" West, a distance of 434.05 feet;

THENCE North 66° 39' 10" West, a distance of 251.87 feet;

THENCE North 12° 40' 20" East, a distance of 43.17 feet;

THENCE North 45° 05' 20" East, a distance of 277.12 feet;

THENCE South 62° 46' 10" East, a distance of 184.29 feet;

THENCE South 78° 14' 10" East, a distance of 124.18 feet;

THENCE North 52° 33' 20" East, a distance of 133.56 feet;

THENCE North 29° 47' 20" East, a distance of 134.52 feet;

THENCE North 47° 32' 50" East, a distance of 134.31 feet;

THENCE North 40° 16' 10" West, a distance of 101.56 feet to the Southwest corner of said Lot 7;

THENCE North 00° 12' 48" East along the westerly line of said Lot 7, a distance of 295.02 feet to an angle point therein;

THENCE North 13° 02' 11" West continuing along said westerly line, a distance of 175.00 feet to the northwest corner thereof;

THENCE North 79° 02' 18" East along the northerly line of said Lot 7 and the easterly prolongation thereof, a distance of 645.41 feet to the centerline of said Lot "A" (Alhambra Avenue) as shown on said Golden Terrace;

THENCE South 16° 54' 38" East along said centerline, a distance of 588.06 feet to the point of beginning.

The preceding 20 courses being along the southwesterly, northwesterly, northerly and easterly lines of said parcel of land conveyed to Divine Word Seminary of the Divine Word Missionaries of the Society of the Divine Word at Riverside, California.

EXCEPTING THEREFROM that portion thereof lying within said Lot "A" (Alhambra Avenue).

WHEREAS Kaufman and Broad is developing the easterly property as a residential subdivision; and

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

WHEREAS the westerly property drains onto the easterly property; and

WHEREAS Kaufman and Broad is establishing certain private drainage facilities on both the easterly and the westerly properties which will direct, accept, hold and/or carry away surface runoff and storm waters; and

WHEREAS certain private easements for drainage facilities have been established on the easterly property for the benefit of the westerly property by Instrument No. 117808, recorded June 1, 1984, Records of Riverside County, California; and

WHEREAS Kaufman and Broad and Divine Word Seminary desire to restrict both the easterly and the westerly properties with certain obligations to accept surface runoff and storm waters, to maintain private drainage facilities, to not obstruct private drainage facilities and to release and hold harmless the City of Riverside;

NOW, THEREFORE, Kaufman and Broad and Divine Word Seminary hereby covenant and agree with the City of Riverside as follows:

1. Kaufman and Broad shall establish, at its own expense, private, concrete drainage facilities according to City-approved plans within the following easements established by Instrument No. 117808, recorded June 1, 1984, Records of Riverside County, California, prior to or concurrently with the construction of any buildings on the easterly property:

An easement for drainage facilities over the westerly 12.00 feet of Lot 14 of Tract 9655, as shown by map on file in Book 141 of Maps at pages 1 and 2 thereof, Records of Riverside County, California.

An easement for drainage facilities over the westerly 12.00 feet of Lot 16 of Tract 9655, as shown by map on file in Book 141 of Maps, at pages 1 and 2 thereof, Records of Riverside County, California.

C/A-123

2. Lots 14 and 16 of Tract No. 9655 as described above shall accept surface runoff water and storm water, from the westerly property, within the easements described in paragraph 1 above.

3. The owner of Lot 14 of Tract No. 9655 and the owner of Lot 16 of Tract No. 9655, each lot as described above, shall maintain, at each owner's expense, the private drainage facility described in paragraph 1 above on such owner's lot in a good, usable and safe condition at all times, keep such facility free from obstruction, including any obstruction of the water coming from the westerly property, and make any repairs as may be necessary to ensure proper drainage or as may be required by the City of Riverside.

4. Kaufman and Broad shall establish, at its own expense, a private drainage facility, composed of a graded swale, according to City-approved plans, on Lot 13 of Tract No. 9655 as described above, in the approximate location as shown on Exhibit A, attached hereto and incorporated herein, prior to or concurrently with the construction of any buildings on the easterly property.

5. Lot 13 of Tract No. 9655 as described above shall accept surface runoff and storm water, from the westerly property, within the private drainage facility described in paragraph 4 above.

6. The owner of Lot 13 of Tract No. 9655 as described above shall maintain, at such owner's expense, the private drainage facility described in paragraph 4 above in a good, usable and safe condition at all times, keep such facility free from obstruction, including any obstruction of the water coming from the westerly property, and make any repairs as may be necessary to ensure proper drainage or as may be required by the City of Riverside.

7. Kaufman and Broad shall establish, at its own expense, private drainage facilities according to City-approved plans within the following easement established by Instrument No. 117808, recorded June 1, 1984, Records of Riverside County, California:

An easement for drainage facilities over that portion of Lot 5 of Tract 9655, as shown by map on file in Book 141 of Maps at pages 1 and 2 thereof, Records of Riverside County, California, lying within a strip of land 12.00 feet wide, the Northerly line being described as follows:

Beginning at the Northwest corner of said Lot 5;

Thence N. 89° 05' 12" E. along the Northerly line of said Lot 5, a distance of 40.76 feet to the Westerly line of Anaheim Street (Lot "B") as shown on said Tract 9655, also being the termination of said line description.

The sidelines of said 12.00 foot strip of land shall be prolonged or shortened as to terminate in the Westerly line of said Lot 5 and the Westerly line of said Anaheim Street (Lot "B"),

C/A-123

and on the westerly property, all as shown on Exhibit B, attached hereto and incorporated herein, prior to or concurrently with the construction of any buildings on the easterly property. The private drainage facilities shall be composed of approximately 3.2 acres shown as "Ballfield" on Exhibit B, an earth berm shown as crosshatching on Exhibit B, and an approximately 70-foot concrete lined swale shown between Point A and Point B on Exhibit B and partially located within the easement described above.

8. Lot 5 of Tract No. 9655 as described above shall accept surface runoff and storm water, from the westerly property within the easement described in paragraph 7 above.

9. The owner of the westerly property shall maintain, at such owner's expense, the private drainage facilities described in paragraph 7 above in a good, usable and safe condition at all times, keep such facilities free from obstruction, and make any repairs as may be necessary to ensure proper drainage or as may be required by the City of Riverside. The earth berm, as shown on Exhibit B, may not be graded or altered without the written permission of the Public Works Director of the City of Riverside.

10. The owner of the westerly property may enter upon and pass and repass over the easement described in paragraph 7 above whenever necessary for inspecting, maintaining, repairing and removing obstructions from the concrete lined swale as required in paragraph 9 above. The owner of Lot 5 of Tract No. 9655 as described above shall not obstruct the easement described in paragraph 7 above.

11. Kaufman and Broad and Divine Word Seminary hereby release the City of Riverside, its officers, employees and agents from any and all claims, demands, suits or actions that they, their 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 easterly or westerly properties due to the establishment and maintenance of the private drainage facilities and the diversion of water into such facilities as approved by the City of Riverside.

12. Kaufman and Broad and Divine Word Seminary and their successors and assigns shall 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 part of the easterly or westerly properties due to the establishment and maintenance of the private drainage facilities and the diversion of water into such facilities as approved by the City of Riverside.

13. 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 of any part of the easterly or westerly properties, their successors or assigns. Should an action be brought to enforce any of the terms of this Covenant and Agreement and Declaration of Restrictions the prevailing party shall be entitled to reasonable attorneys' and expert witnesses' fees and other reasonable costs of suit.

14. This Covenant and Agreement and Declaration of Restrictions shall run with the land and all of its terms shall be binding upon the undersigned, their 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 have 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

STATE OF CALIFORNIA,

ss.

County of Los Angeles
On this 27th day of March 1985 in the year 1985
before me Diane M. Ponder

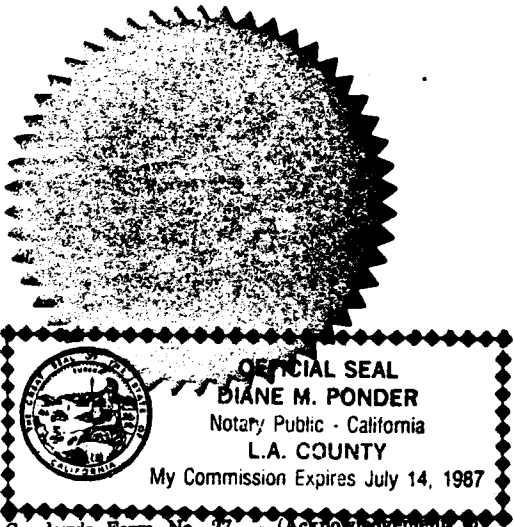
a Notary Public, State of California, duly commissioned and sworn, personally appeared CA Hoestein and Ken Glend personally known to me (or proved to me on the basis of satisfactory evidence) to be the Vice President and Asst Secretary of the corporation that executed the within instrument, and also known to me to be the person S who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the Los Angeles County of Los Angeles on the date set forth above in this certificate.

Diane M. Ponder

Notary Public, State of California.

My Commission Expires July 14, 1987



Cowdery's Form No. 27 - (Acknowledgement to Notary Public - Corporation) (C. C. Secs. 1190-1190.1)

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The publisher does not make any warranty, either express or implied, as to the legal validity of any provision or the suitability of these forms in any specific transaction.

Assistant Secretary
Title

DIVINE WORD SEMINARY OF THE DIVINE WORD MISSIONARIES OF THE SOCIETY OF THE DIVINE WORD AT RIVERSIDE, CALIFORNIA, a corporation

Very Rev. Joseph E. Detig, SVD
Signature

Joseph E. Detig
Name

President
Title

[Signature]
Signature

STATE OF CALIFORNIA,

ss.

County of _____
On this _____ day of _____ in the year _____
before me _____

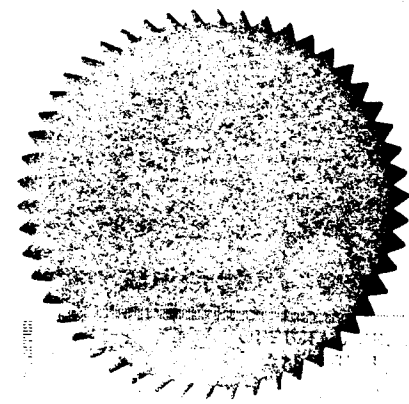
a Notary Public, State of California, duly commissioned and sworn, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the _____ of the corporation that executed the within instrument, and also known to me to be the person _____ who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the _____ County of _____ on the date set forth above in this certificate.

C/A-123-6

Notary Public, State of California.

My Commission Expires _____



IN WITNESS WHEREOF the undersigned have 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

[Handwritten Signature]

Signature

Calvin Morstein

Name

Vice-President

Title

[Handwritten Signature]

Signature

Ken Glandt

Name

Assistant Secretary

Title

DIVINE WORD SEMINARY OF THE DIVINE WORD MISSIONARIES OF THE SOCIETY OF THE DIVINE WORD AT RIVERSIDE, CALIFORNIA, a corporation

Very Rev. Joseph E. Detig, SVD

Signature

[Handwritten Signature]

Name
President

Title

[Handwritten Signature]

Signature

VERY REV. JOSEPH A. MILLER, S.V.D.

Name

APPROVED AS TO FORM:

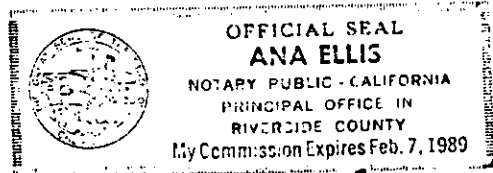
[Handwritten Signature]

Assistant City Attorney

VICE-PRESIDENT

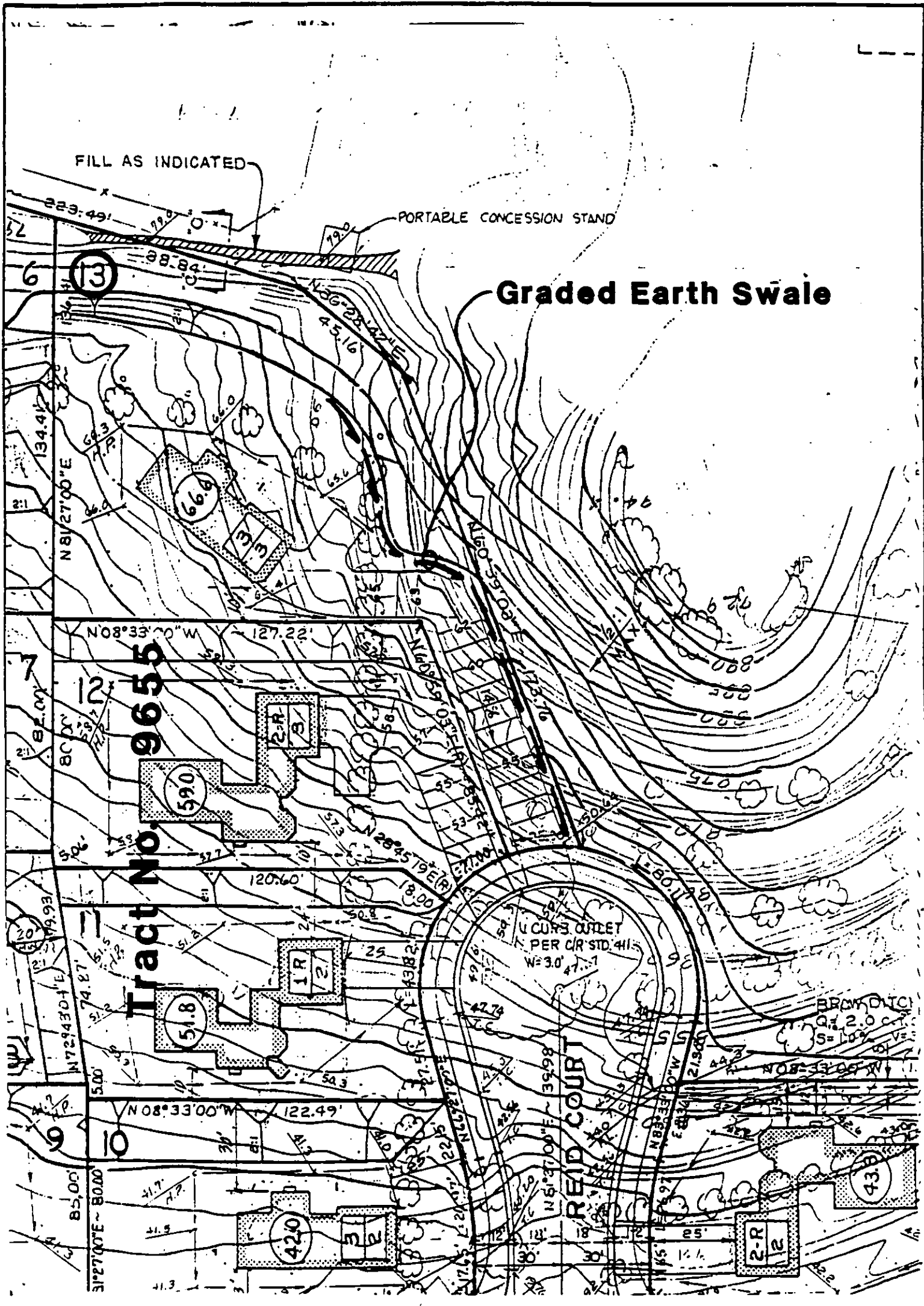
Title

*Signed before me
on 15th day of March
1985.*



[Handwritten Signature]

C1A-123



Graded Earth Swale

Tract No. 9655

REID COURT

• 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" = 40'

DRAWN BY M.M. DATE 10 / 17 / 84

SUBJECT EXHIBIT 7

TR. NO. 9655

C/A-123

