

WHEN RECORDED MAIL TO:

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

Project: Grading Plan for
PD-003-978

139502

RECEIVED FOR RECORD
AT 8:00 AM

APR - 2 1999

Recorded in Official Records
of Riverside County, California

Recorder

Fees \$ _____

FOR RECORDER'S USE ONLY

COVENANT AND AGREEMENT
FOR ACCEPTANCE OF DRAINAGE WATERS
AND MAINTENANCE OF DRAINAGE FACILITIES



THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this *19th* day of *March*, 1999, by REGIONAL PROPERTIES, INC., a California corporation and MISSION VILLAGE, a California corporation, hereinafter collectively referred to as "Declarants" with reference to the following facts:

A. The Declarants are the fee owners of the two parcels of real property (collectively, "the Property") situated in the City of Riverside, County of Riverside, State of California, described as follows and hereinafter referred to as "Parcel A" and "Parcel B", respectively:

Parcel A:

See attached Exhibit A.

Parcel B:

See attached Exhibit B.

B. Declarants desire to improve and develop Parcel A with an apartment complex, including the construction of private drainage facilities in accordance with plans on file with the City of Riverside, to accept and direct storm flow and nuisance drainage waters (hereinafter referred to as "drainage waters") from Parcel A and Northrop Drive, a public street, through storm drain outlet facilities constructed on Parcel B within storm drain easements thereon and as shown on the diagram attached hereto as Exhibit C.

C/A 641

C. The City of Riverside (the "City") as a condition for the issuance of a grading permit for PD-003-978 is requiring the recordation of a covenant and agreement providing for the acceptance of the drainage waters from Parcel A and Northrop Drive, a public street, to storm drain easements on Parcel B, and releasing the City of Riverside and its officers and employees from liability related thereto.

NOW, THEREFORE, for the purposes of complying with a condition imposed by the City of Riverside for approval of a Grading Plan and issuance of grading permits for PD-003-978 and in consideration of such approval, Declarants hereby covenant and agree with the City of Riverside as follows:

1. To accept upon Parcel B through storm drain outlet facilities located within the storm drain easement thereon, the drainage waters discharged from Parcel A and Northrop Drive, a public street.
2. Not to block or impede in any manner the flow of said drainage waters from Parcel A or from Northrop Drive onto Parcel B as set forth herein. No structure, planting or other material shall be placed or permitted to remain on Parcel A or Parcel B which may damage or interfere with, or obstruct or retard the flow of water through the drainage facilities constructed on Parcel A, Parcel B or Northrop Drive.
3. Declarants agree to maintain the storm drain facilities constructed on Parcel A and Parcel B in a clean and clear condition.
4. Declarants hereby agree to release the City of Riverside, its officers and employees from any and all claims, demands, suits or other actions that Declarants may now or in the future have arising out of or incurred as a result of the drainage waters flowing or flooding from Parcel A and Northrop Drive onto Parcel B. Declarants for themselves and their heirs, 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 agree, represent and warrant that they are familiar with, have read, and understand Civil Code Section 1542, and they 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, and Declarants further agree, represent and warrant that this release has been negotiated and agreed upon in light of that realization and that Declarants nevertheless intend to release, discharge, and acquit the City of Riverside from any such unknown claims, which are in any way related to the discharge of drainage waters from Parcel A and Northrop Drive onto Parcel B or otherwise alleged to arise from the approval of the Grading Plan for the Property submitted to the Public Works Department of the City of Riverside.

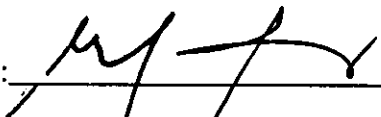
5. The provisions of this Covenant and Agreement shall be enforceable at law or in equity by the City of Riverside. In the event of any legal or equitable proceeding for the enforcement of or to restrain a violation of this Covenant and Agreement, or any provision hereof, the prevailing party therein shall be entitled to reasonable attorneys' fee in addition to any other costs to which such party is entitled.

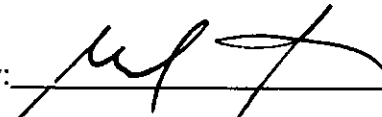
6. This Covenant and Agreement shall run with the land and each and all of its terms shall be binding upon Declarants, their heirs, successors and assigns, and shall continue in effect until such time as released by the Public Works Director of the City of Riverside, California.

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

REGIONAL PROPERTIES INC.,
a California corporation

MISSION VILLAGE, a California corporation

By: 
MARK RUBIN
[Printed Name]
PRESIDENT
[Title]

By: 
MARK RUBIN
[Printed Name]
PRESIDENT
[Title]

By: _____

[Printed Name]

[Title]

By: _____

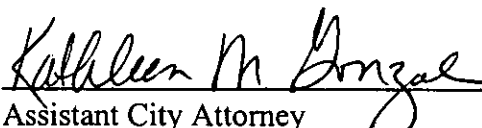
[Printed Name]

[Title]

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:


Public Works Department


Assistant City Attorney

KMG/abs
03/15/99
COV/99011401.KG



Canty Engineering Group, Inc.
CIVIL ENGINEERING PLANNING SURVEYING

www.cantyeng.com

March 4, 1999

W.O. 1004-009

EXHIBIT "A"

PD-003-978

PARCEL A

Parcel "B" of Certificate of Compliance (PW-009-945) recorded March 12, 1997 as instrument no. 82505, Official Records of Riverside County, California, also being described as that portion of Parcels 1, 2 and 4 of Parcel Map 4806, as shown by map on file in Book 7 of Parcel Maps at Pages 8 through 12 thereof, Records of Riverside County California, described as follows:

Commencing at the Southeast corner of Parcel 3 of said Parcel Map 4806;

Thence N.00°30'34"E. along the Easterly line of said Parcels 3 and 1, a distance of 1146.87 feet to the Point of Beginning of the parcel of land to be described;

Thence N.89°29'26"W., a distance of 1327.48 feet;

Thence Southwesterly on a curve concave Southeasterly, having a radius of 400.00 feet, through an angle of 35°10'40", an arc length of 245.59 feet;

Thence S.55°19'54"W., a distance of 342.69 feet to the Northeast corner of Parcel "B", also being the Southeast corner of Parcel "A", both being of Certificate of Compliance recorded May 4, 1994 as Instrument No. 185008, Official Records of Riverside County, California;

The following 3 courses being along the Easterly line of said Parcel "A";

Thence N.34°40'06"W., a distance of 177.57 feet;

Thence Northwesterly on a curve concave Northeasterly, having a radius of 850.00 feet, through an angle of 34°29'52", an arc length of 511.78 feet;

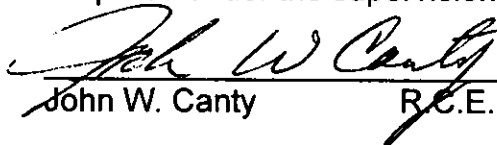
Thence N.00°10'14"W., a distance of 179.02 feet to the Northeast corner of said Parcel "A", said corner being on the Northerly line of said Parcel 2;

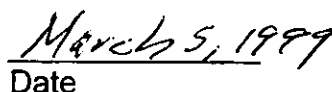
Thence N.89°49'46"E. along the Northerly line of said Parcels 2 and 1, a distance of 2097.79 feet to the Northeast corner of said Parcel 1;

Thence S.00°30'34"E. along the Easterly line of said Parcel 1, a distance of 558.17 feet to the Point of Beginning.

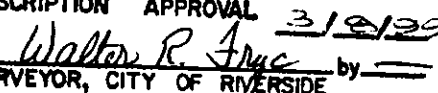
CANTY ENGINEERING GROUP, INC.

Prepared under the supervision of:


John W. Canty R.C.E. 17550


Date March 5, 1999



DESCRIPTION APPROVAL 3/8/99

Walter R. Frye by _____
SURVEYOR, CITY OF RIVERSIDE

139502



Canty Engineering Group, Inc.
CIVIL ENGINEERING PLANNING SURVEYING

www.cantyeng.com

March 4, 1999

W.O. 1004-009

EXHIBIT "B"

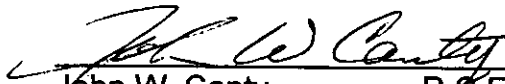
PD-003-978

PARCEL B

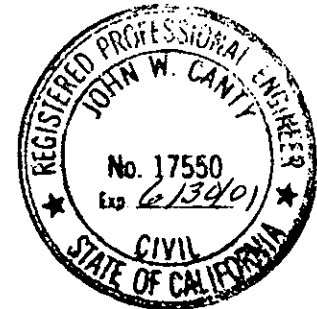
Parcel 3 of Parcel Map 28496 as shown by map on file in Book 190 of Parcel Maps at Pages 13 and 14 thereof, Records of Riverside County, California.

CANTY ENGINEERING GROUP, INC.

Prepared under the supervision of:


John W. Canty R.C.E. 17550

March 5, 1999
Date



DESCRIPTION APPROVAL 3/8/99
Walter R. Gove by _____
for SURVEYOR, CITY OF RIVERSIDE

C/A 641

139502

STORM DRAIN EASEMENT

PARCEL A

PARCEL "B" OF CERTIFICATE OF COMPLIANCE (PW-009-945) RECORDED MARCH 12, 1997 AS INST. NO. 82505, O. R. RIV. CO., CA. PROPOSED APARTMENT COMPLEX PD-003-978

P.M. 7/8-12

PARCEL B
PARCEL 3
PARCEL MAP 28496
P.M. 190/13-14

NORTHROP

DRIVE

DRIVE

STORM DRAIN EASEMENT

TRACT 27982
M.B. 267/41-44

MISSION VILLAGE

TRACT 27721
M.B. 262/53-57

--- CITY OF RIVERSIDE, CALIFORNIA ---

72-7
72-13
C/A 6041

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

SHEET 1 OF 1

W.O. 1004-009

SCALE: 1" = 100'

DRAWN BY: M.W.C. DATE: 3/4/99

SUBJECT: EXHIBIT "C" -- PD-003-978