

COMMONWEALTH LAND TITLE CO.

WHEN RECORDED MAIL TO:

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 City of Riverside
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 Riverside, California 92522

DOC # 1999-201602

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 Page 1 of 5

Recorded in Official Records
 County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



Project: Grading Plan for
 3939 Cranford Avenue
 Riverside, California

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

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THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 27 day of April, 1999, by THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a Corporation, hereinafter referred to as "Declarant" with reference to the following facts:

A. Declarant is the fee owner of a parcel of real property situated in the City of Riverside, County of Riverside, State of California, described as follows and hereinafter referred to as "Parcel 1":

Parcel 1:

Lots 3, 5 and 6 in Block 1 of Subdivision of Section 30, Township 2 South, Range 6 West, San Bernardino Meridian, per Map recorded in Book 2, page 37, Records of the County of Riverside County, State of California.

B. Parcel 2, known as 3939 Cranford Avenue, Riverside, California, is being developed by Hutton Development Co., Inc., ("Hutton") for multi-family residences. Hutton has submitted to the City of Riverside a Grading Plan for the rough grading of the Property. Parcel 2 is described as follows:

Parcel 2:

Parcel 1 of Parcel Map 21079, in the City of Riverside, County of Riverside, State of California, as per map recorded in Book 136, pages 1 and 2 of the Parcel Maps, in the Office of the County Recorder of said County.

C. The Grading Plan shows that the surface storm flow, and nuisance drainage waters

DESCRIPTION APPROVAL
 219.99
 [Signature]
 SURVEYOR CITY OF RIVERSIDE

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("drainage waters") from Parcel 2 will flow along the southern boundary of Parcel 2 and will flow through a 3 foot wide gunite v-ditch, located on the westerly side of Parcel 2 to the north west side of Lot 3 of Parcel 1, then will flow south across the westerly side of Lot 3 of Parcel 1 to the north west corner of Lot 6 of Parcel 1, then across the north side of Lot 5 of Parcel 1 in to into a storm drain on Chicago Avenue.

D. As a condition for the acceptance of the Grading Plan for the Property, the City of Riverside is requiring Declarant to execute and record a Covenant and Agreement accepting onto Parcel 1 the drainage waters from Parcel 2, 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 acceptance of the Grading Plan for 3939 Cranford Avenue and in consideration of such approval, Declarant hereby covenants and agrees with the City of Riverside as follows:

1. Declarant hereby agrees to accept and does hereby accept upon Parcel 1, the natural drainage waters from Parcel 2.
2. Declarant hereby agrees to accept and does hereby accept upon Parcel 1, the drainage waters flowing from the storm drain facilities that will be installed by Hutton along the southern boundary of Parcel 2.
3. Declarant agrees not to impede or otherwise obstruct the flow of drainage water from Parcel 2 onto Parcel 1.
4. Declarant agrees to keep the gunite v-ditch area in a clean and clear condition.
5. Declarant hereby agrees to release the City of Riverside, its officers and employees from any and all claims, demands, suits or other actions that Declarant may now have, or have in the future, arising out of or incurred as a result of the drainage waters flowing from Parcel 2 onto Parcel 1. Declarant and all 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.

Declarant agrees, represents and warrants that Declarant is familiar with, has read, and understands Civil Code Section 1542, and realizes and acknowledges that factual matters now unknown to Declarant may have given, or may hereafter give rise to claims, which are presently unknown, unanticipated and unsuspected, and Declarant further agrees, represents and warrants that this release has been negotiated and agreed upon in light of that realization and that Declarant nevertheless intends 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 2 onto Parcel 1, 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.

6. 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.

7. This Covenant and Agreement shall run with the land and each and all of its terms shall be binding upon Declarant, and all 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 Declarant has caused this Covenant and Agreement to be executed the day and year first written above.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a Corporation

By: C. Michael Webster

C. Michael Webster, Ed.D.
[Printed Name] VICE CHANCELLOR

[Title]

By: _____

[Printed Name]

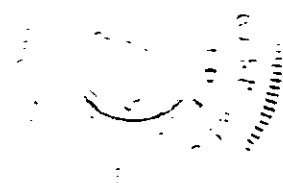
[Title]

APPROVED AS TO CONTENT:

[Signature]
Public Works Department

APPROVED AS TO FORM:

[Signature]
Deputy City Attorney



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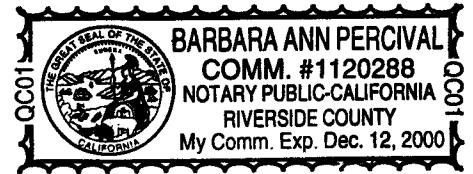
State of California)
)ss
County of Riverside

On April 27, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared C. Michael Webster

personally known to me ~~(or 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.

Barbara Ann Percival
Signature



CAPACITY CLAIMED BY SIGNER

- Attorney-in-fact
- Corporate Officer(s)
Title Vice Chancellor-Administration
- Guardian /Conservator
- Individual(s)
- Partner(s)
 General Limited
- Trustee(s)
- Other _____

The party~~(ies)~~ executing this document is/are representing:
University of California

CIA 667-4

State of California)
)ss
County of _____)

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____

personally known to me (or 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.

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- Corporate Officer(s)
Title _____
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- Partner(s)
 General Limited
- Trustee(s)
- Other _____

The party(ies) executing this document is/are representing:

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