

RECORDING REQUESTED BY:

NS

WHEN RECORDED MAIL TO:

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

Project: Tract No. 22218

375275

RECEIVED FOR RECORD
AT 8:30 OCLOCK

OCT 30 1991

Recorded in Official Records
of Riverside County, California

W. B. [Signature]
Recorder
Fees \$ 17

COVENANT AND AGREEMENT
FOR ACCEPTANCE OF DRAINAGE WATERS

THIS COVENANT AND AGREEMENT is made and entered into this 7th day of June, 1991, by H & L HAWARDEN GROUP LTD., a California limited partnership, the fee owner of the real property (hereinafter referred to as the "Property") located in the City of Riverside, County of Riverside, State of California, described as follows:

The south half of the northwest quarter and the north quarter of the west half of the southwest quarter of Section 12, Township 3 South, Range 5 West, San Bernardino Meridian.

TOGETHER WITH that portion thereof of Section 11, Township 3 South, Range 5 West, San Bernardino Meridian, described as follows:

Commencing at the northeast corner of Tract No. 19176, as shown by map on file in Book 178 of Maps, at pages 19 through 25 inclusive thereof, Records of Riverside County, California, said point being in the east line of said Section 11;

Thence North 00° 16' 03" West along said east line, a distance of 824.28 feet to the northwest corner of the southwest quarter of said Section 12;

Thence North 00° 10' 18" West along said east line of Section 11, a distance of 614.15 feet to a point therein for the TRUE POINT OF BEGINNING:

Thence continuing North 00° 10' 18" West along said east line of Section 11, a distance of 606.63 feet to a point therein;

Thence South $41^{\circ} 44' 04''$ West a distance of 308.64 feet;

Thence South $28^{\circ} 50' 48''$ East, a distance of 429.61 feet to the true point of beginning.

EXCEPTING THEREFROM that portion of Section 12, Township 3 South, Range 5 West, San Bernardino Meridian described as follows:

Commencing at the northeast corner of Tract No. 19176, as shown by map on file in Book 178 of Maps, at pages 19 through 25 inclusive thereof, Records of Riverside County, California, said point being in the west line of said Section 12;

Thence North $00^{\circ} 16' 03''$ West along said west line, a distance of 494.67 feet to the southeast corner of that certain parcel of land conveyed to Jensen Estates by Deed recorded April 1, 1971 as Instrument No. 32971 of Official Records of Riverside County, California, for the TRUE POINT OF BEGINNING:

Thence continuing North $00^{\circ} 16' 03''$ West along said west line, a distance of 329.61 feet to the northwest corner of the southwest quarter of said Section 12;

Thence North $00^{\circ} 10' 18''$ West along the west line of said Section 12, a distance of 614.15 feet to a point therein;

Thence South $28^{\circ} 50' 48''$ East, a distance of 688.31 feet;

Thence South $71^{\circ} 32' 39''$ West, a distance of 259.64 feet to a point in a non-tangent curve, concave to the west, having a radius of 633.00 feet, the radial line at said point bears North $71^{\circ} 32' 39''$ East;

Thence southerly along said curve, to the right, through a central angle of $16^{\circ} 27' 34''$, an arc distance of 181.84 feet to a point therein the radial line at said point bears North $88^{\circ} 00' 13''$ East;

Thence South $88^{\circ} 00' 13''$ West, a distance of 66.00 feet to a point in a non-tangent curve, concave to the west, having a radius of 567.00 feet;

Thence southerly along said curve, to the right, through a central angle of $08^{\circ} 22' 03''$, an arc distance of 82.81 feet to a point therein, the radial line at said point bears South $83^{\circ} 37' 44''$ East;

Thence North $84^{\circ} 09' 11''$ West, a distance of 45.72 feet to the true point of beginning.

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned hereby agrees to accept upon the Property the surface storm flow and nuisance drainage waters (hereinafter referred to as "drainage waters") discharged from the public street known as Exeter Street to be dedicated by Tract Map 22218 or its successor map, which street abuts the westerly property line of the Property.

The undersigned acknowledges that the construction of private swales and/or other drainage facilities may be required across a portion of the Property to convey said drainage waters from the aforementioned public street. The undersigned agrees that said private drainage swales and/or private drainage facilities shall be kept in such a condition as to not block or impede in any manner the flow of said drainage waters from the aforementioned public street. Nothing herein shall preclude the undersigned from contracting for the maintenance of said drainage swales and/or private drainage facilities.

The undersigned hereby agrees to release the City of Riverside, its officers and employees from any and all claims, demands, suits or other actions that the undersigned may now or in the future have arising out of or incurred as a result of the drainage waters discharged onto the Property from the aforementioned public street flooding, flowing over, or remaining on the Property. The undersigned, for itself and its successors and assigns, waives any and all rights and benefits which it now has, or in the future may have, conferred upon it 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, the undersigned agrees, represents and warrants that it is familiar with, has read, and understands Civil Code Section 1542, and it realizes and acknowledges that factual matters now unknown to it may have given, or may hereafter give rise to claims, which are presently unknown and unanticipated and the undersigned further agrees, represents and warrants that this release has been negotiated and agreed upon in light of that realization and that the undersigned nevertheless intends to release, discharge, and acquit the City from any such unknown claims, which are in any way related to the discharge of drainage waters from the public street onto the Property.

This Covenant and Agreement 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 or until such time Exeter Street is extended through the above-described Property and is accepted by the City as a public street, whichever shall first occur, and written notice thereof executed on behalf of the City of Riverside is duly recorded.

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

H & L HAWARDEN GROUP LTD, a California limited partnership

By Yang-Chang Hong
Yang-Chang Hong, its General Partner

PARTNERSHIP

STATE OF CALIFORNIA
COUNTY OF Riverside } ss.
On June 7, 1991

STAPLE HERE

personally appeared Yang-Chang Hong, General Partner before me, the undersigned, a Notary Public in and for said State.

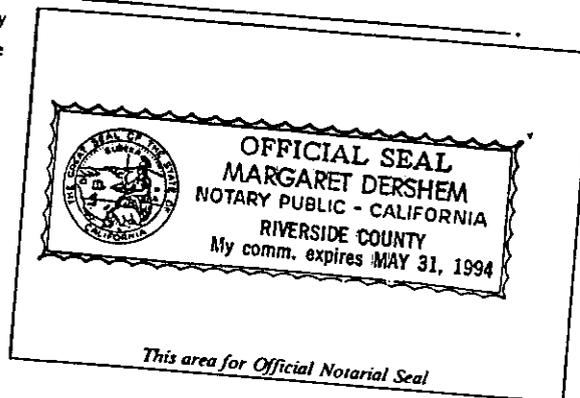
~~personally appeared~~ Yang-Chang Hong, General Partner proved to me on the basis of satisfactory evidence) to be the person that executed this instrument on behalf of the partnership, H & L Hawarden Group LTD., a California Limited Partnership

and acknowledged to me that the partnership executed it.

WITNESS my hand and official seal.

Signature

Margaret Dershem



ID 304P (REV. 7/84)

BP/3142A/jm
6/4/91

APPROVED AS TO FORM
Debra
ASST. CITY ATTORNEY

PREPARED UNDER MY SUPERVISION:

Matthew E. Webb
Matthew E. Webb, L.S. 5529

6/11/91
Date

Prepared by: [Signature]

Checked by: [Signature]

