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WHEN RECORDED MAIL TO:

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

NOV 10 1997

Project: Tentative Tract
No. 23027-2 ~~with~~ ^{with} ~~OUT~~ ^{OUT}
Grading Permit ~~RECORD~~ ^{RECORD} 728728-1

Recorded in Official Records
of Riverside County, California
Recorder

Fees \$ 30

30/8-11

For Recorder's Office Use Only

COVENANT AND AGREEMENT
GUARANTEERING REGRADING AND/OR REVEGETATION
UPON FAILURE TO RECORD FINAL MAP
AND GRANTING RIGHT-OF-ENTRY

THIS COVENANT AND AGREEMENT is made and entered into this
10th day of *November*, 1997, by SANDA GROUP, a California
limited partnership ("Declarant"), with reference to the following
facts:

A. Declarant is the fee owner of Tentative Tract
No. 23027-2 (the "Property") situated in the City of
Riverside, County of Riverside, State of California,
designated on the map attached hereto as Exhibit A, and
incorporated herein by this reference, being the property
described in Exhibit B, attached hereto and incorporated
herein by this reference.

B. The Property is part of a proposed residential
subdivision, known as Tentative Tract No. 23027, situated
northerly of the Alessandro Arroyo, easterly of Hawarden
Drive, southerly of Century Avenue and westerly of Alessandro
Boulevard in the Residential Conservation ("RC") and Official
("O") Zones

C. At the time of the conditional approval of the
tentative map for Tract No. 23027 on February 1, 1994, the
City Council of the City of Riverside amended an Environmental
Protection Commission proposed mitigation measure to read as
follows: "Prior to issuance of a grading permit, Tract 23027
shall be recorded or the developer shall post a surety
sufficient to allow for regrading and/or revegetation of the
property, with surety reductions made in portion to the
project's lot sales to the satisfaction of the Legal, Planning
and Public Works Departments."

D. Declarant desires at this time to obtain a grading permit from the Public Works Department of the City of Riverside for the second phase of Tentative Tract No. 23027 prior to recording the map for Tract No. 23027-2, and to post a surety sufficient to allow for regrading and/or revegetation of the Property to comply with the above-noted condition.

NOW, THEREFORE, for the purpose of complying with one of the conditions imposed by the City of Riverside ("City") for approval of the tentative map for Tract No. 23027 and in consideration of the issuance of a grading permit for the Property, Declarant hereby covenants and agrees with City and declares as follows:

1. Declarant, or its successors and assigns, shall at the sole cost and expense of said Declarant or its successors and assigns, regrade and/or revegetate the Property in the event a final map for Tentative Tract No. 23027-2 is not recorded prior to the expiration of said map or upon written notice from the Public Works Department of City that in the professional determination of the City Engineer a hazardous or potentially hazardous condition exists which endangers surrounding properties. Such regrading and/or revegetation shall be commenced by Declarant within sixty (60) days following the expiration of said map or issuance of written notice from the Public Works Department addressed to Declarant at its last known address of the need to proceed with such regrading and/or revegetation. Such regrading and/or revegetation shall be accomplished by Declarant in an expeditious and workmanlike manner and in conformance with plans submitted to and approved by the Public Works Department of City, and in conformance with the requirements of the Riverside Municipal Code and any other applicable ordinances regulating grading. The plans as submitted to the Public Works Department shall provide for engineered regrading to obliterate the pads and street and to provide for revegetation and erosion control.

2. Declarant, or its successors and assigns, shall be responsible for the preparation of plans by an engineer properly licensed therefor by the State of California for the regrading and/or revegetation, which plans shall be submitted to City within thirty (30) days following the expiration of the map of the Property or issuance of a written notice from the Public Works Department that in the professional determination of the City Engineer a hazardous or potentially hazardous condition exists on the Property which endangers surrounding properties. Declarant, or its successors and assigns, shall be responsible for the payment of any required fees relating to the regrading and/or revegetation of the Property.

3. Concurrently with the execution of this Covenant and Agreement, Declarant shall provide City with two surety bonds, one as security for the faithful performance of the work as described above and the other as security for the payment of all persons

performing labor and furnishing materials in connection with the work of regrading and/or revegetation of the Property or preparing the required plans. Both bonds shall be in the amount of Two Hundred One Thousand Two Hundred Fifty Dollars (\$201,250), and shall be subscribed by a corporate surety which is authorized to transact surety business in the State of California. The bonds shall be in a form as approved by the City Attorney of City.

4. Upon the default of Declarant of any obligation hereunder, and at any time after any such default, City may make written demand upon the Declarant or surety or both to immediately remedy the default and to complete the work as hereinabove described. If said remedial activities or completion of work are not commenced within fifteen (15) days after such demand is made and are not thereafter diligently prosecuted to completion and fully completed within thirty (30) days thereafter the making of such demand (or such other longer time as may be contained in said demand), City may then complete or arrange for completion of all remaining work or conduct such remedial activity as in the sole judgment of City may be required, all at the full expense and obligation of Declarant and surety and all without the necessity of giving any further notice to the Declarant or surety before City performs or arranges for the performance of any remaining work.

5. If the Declarant and the surety fail to perform the work as required herein within the time set forth above, they shall be jointly and severally liable to City for any expenses incurred by City in completing the work as above described, any administrative expenses and attorney's fees incurred in obtaining compliance with this Covenant and Agreement and any such expenses and fees incurred in processing any action for damages or for any other remedies permitted by law.

6. In the event City or its contractors, agents or employees must go upon the Property to complete the work upon the default by Declarant or the failure of the surety to complete the work, Declarant hereby grants to City, its officers, employees, contractors, subcontractors and agents, the irrevocable right to enter upon the Property to complete the work as described hereinabove. The right of entry herein granted shall terminate and be of no further force and effect only after the work as above-described has been completed to the satisfaction of the Public Works Director of City or upon the recordation of the final map for Tract No. 23027-2.

7. Declarant and each successive owner of the Property hereby release the City of Riverside and its officers and employees from any and all claims, demands, suits or actions that Declarant and its successors or assigns may now or in the future have arising out of or incurred as a result of the issuance of a grading permit for the Property prior to the recordation of the final map for Tract No. 23027-2 or for the regrading and/or revegetation of the

Property by either Declarant or City. Declarant, for itself and its successors and assigns as to the Property, waive 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, Declarant agrees, represents and warrants that it is familiar with, has read, and understands Civil Code Section 1542, and Declarant realizes and acknowledges that factual matters now unknown to it 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 the Declarant nevertheless intends to release, discharge and acquit City from any such unknown claims, which are in any way related to the issuance of a grading permit for the Property prior to the recordation of the final map for Tract No. 23027-2 or for the regrading and/or revegetation of the Property by either Declarant or City. The provisions of this paragraph shall survive the expiration or early termination of this Covenant and Agreement.

8. Declarant, and its successors and assigns as to the Property, hereby agrees to defend, indemnify and hold harmless City, its officers and employees from any and all liabilities, expenses, claims or causes of action arising out of the issuance of a grading permit for the Property prior to the recordation of the final map for Tract No. 23027-2 or for the regrading and/or revegetation of the Property by either Declarant or City. The provisions of this paragraph shall survive the expiration or early termination of this Covenant and Agreement.

9. The terms of this Covenant and Agreement may be enforced by City, or its successors or assigns. Should any action be brought to interpret or enforce the terms of this Covenant and Agreement, the prevailing party in such litigation shall be entitled to recover reasonable costs of suit including reasonable attorneys' fees and expert witnesses' fees.

10. This Covenant and Agreement shall run with the land and shall be binding upon Declarant, its successors and assigns, and shall not be amended or terminated without the express written consent of the City Council of the City of Riverside, duly recorded; provided, however, this Covenant and Agreement shall automatically terminate and be of no further force and effect at such time as the final map for Tract No. 23027-2 is recorded or the

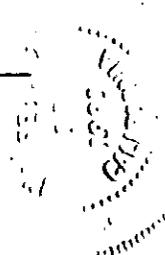
necessary regrading and/or revegetation of the Property has been completed to the satisfaction of the Public Works Director of the City of Riverside and a statement to that effect signed by the Public Works Director of City is duly recorded **excepting** that Declarant or surety shall be responsible for the payment of all costs, if any, incurred by City pursuant to this Covenant and Agreement for the completion of the work hereinabove described including the preparation of the plans.

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

SANDA GROUP, a California
limited partnership

By: HANSA DEVELOPMENT CORPORATION,
a California corporation, the
general partner

By *Ying-Chang Hong*
Secretary



APPROVED AS TO CONTENT:

R. Mc Grath 11/10/97
Public Works Department

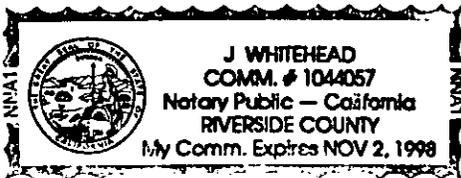
APPROVED AS TO FORM:

[Signature]
Assistant City Attorney

State of California)
County of Riverside) ss

On November 10, 1997, before me, the undersigned, a notary public in and for said State, personally appeared Yang Cheng Hong

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.

J Whitehead
Signature

CAPACITY CLAIMED BY SIGNER

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

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

Honda Development Corp., a general partner of Sundabroup

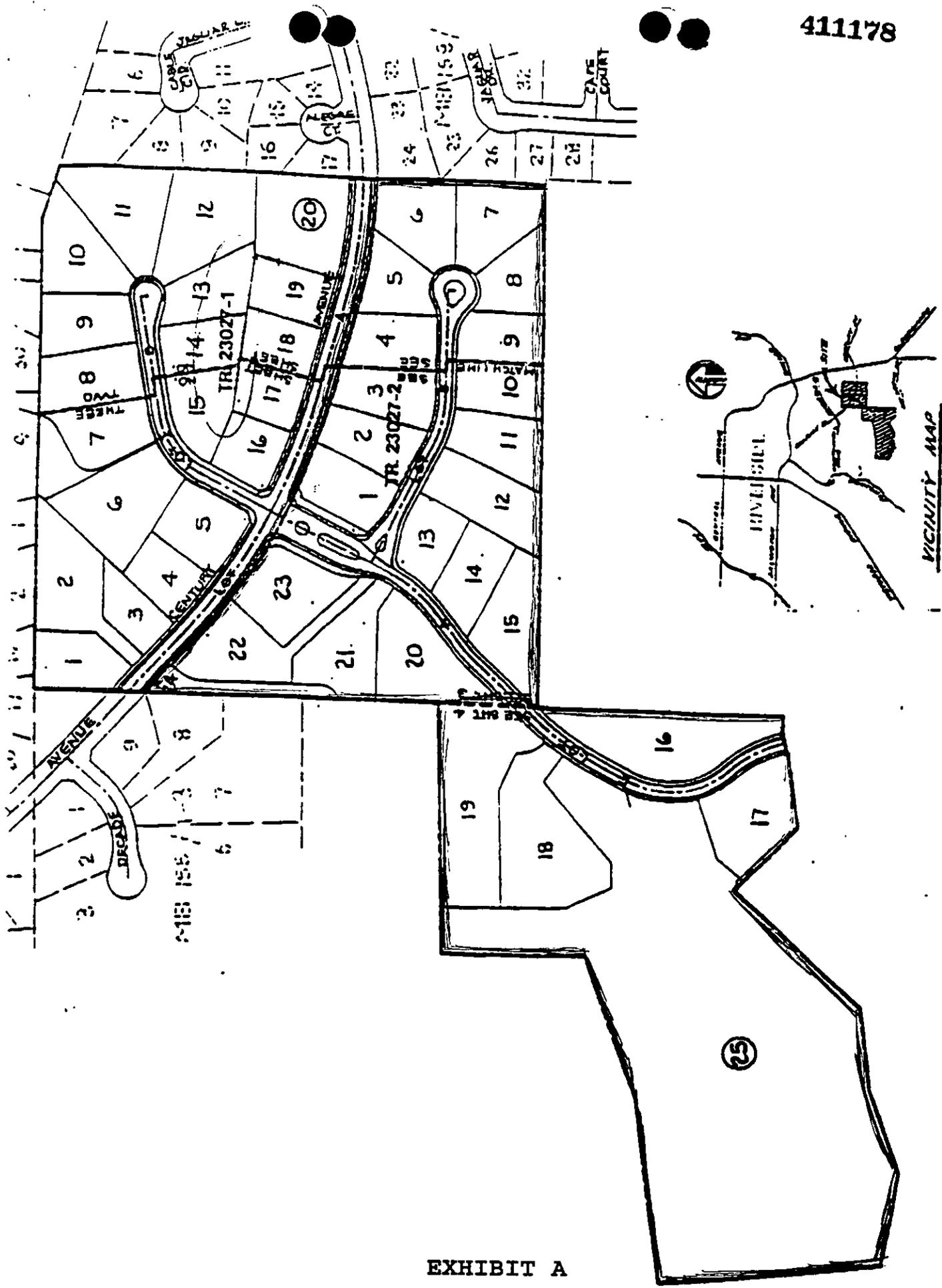


EXHIBIT A

Legal Description
Tract No. 23027-2

That of the Southeast Quarter and the Southwest Quarter of Section 1, Township 3 South, Range 5 West, San Bernardino Meridian, described as follows:

BEGINNING at the southeast corner of Lot "A" (Century Avenue) of Tract No. 23027-1, as shown by map on file in Book 257, pages 89 through 92 of Maps, records of Riverside County, California; said corner also being the southwest corner of Lot "S" (1' barrier strip) of Tract No. 11272, as shown by map on file in Book 158, pages 61 through 66 of Maps, records of said Riverside County, California;

THENCE South $00^{\circ}18'56''$ West, along the westerly boundary of said Tract No. 11272, a distance of 409.61 feet to a point in the southerly line of the northerly 1220 feet of the west half of the Southeast Quarter of said Section 1;

THENCE North $89^{\circ}56'28''$ West, along said southerly line, 1290.84 feet;

THENCE South $00^{\circ}14'35''$ West, 572.14 feet;

THENCE North $89^{\circ}46'25''$ West, 40.93 feet;

THENCE South $76^{\circ}02'26''$ West, 50.00 feet;

THENCE South $80^{\circ}48'34''$ West, 183.41 feet;

THENCE North $47^{\circ}29'24''$ West, 221.00 feet;

THENCE South $42^{\circ}30'36''$ West, 414.00 feet;

THENCE South $82^{\circ}45'46''$ West, 207.20 feet;

THENCE South $69^{\circ}46'48''$ West, 218.00 feet;

THENCE North $80^{\circ}14'18''$ West, 236.00 feet;

THENCE North $05^{\circ}40'16''$ West, 519.00 feet;

THENCE North $82^{\circ}40'57''$ East, 455.00 feet;

THENCE North $70^{\circ}08'52''$ East, 376.55 feet;

EXHIBIT B

THENCE North 02°04'00" West, 345.85 feet;

THENCE North 87°56'00" East, 618.00 feet to the centerline of said Section 1;

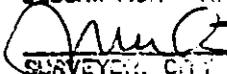
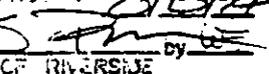
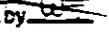
THENCE North 00°14'35" East, along said centerline of Section 1, a distance of 707.03 feet, to the southwest corner of said Lot "A" of said Tract No. 20327-1; the following four courses being along the southwest boundary of said Lot "A":

THENCE South 47°32'14" East, 155.83 feet to the beginning of a tangent curve concave southwesterly and having a radius of 1433.00 feet;

THENCE southeasterly, along said curve, through a central angle of 28°21'52", an arc length of 709.41 feet;

THENCE South 75°54'06" East, 259.92 feet to the beginning of a tangent curve concave southerly and having a radius of 1233.00 feet;

THENCE southeasterly, along said curve, through a central angle of 14°15'09", an arc length of 306.71 feet to said POINT OF BEGINNING.

DESCRIPTION	APPROVAL	<i>S/BZ</i>
		by 
SURVEYOR, CITY OF RIVERSIDE		

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