

WHEN RECORDED MAIL TO:

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City of Riverside
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Riverside, California 92522



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Project: Grading Plan for Parcel Map 30214

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

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JB (19)

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 2nd day of April 2002, by MISSION VILLAGE SHOPPING CENTER, L.P., a California Limited Partnership, hereinafter referred to as ("Declarant") with reference to the following facts:

A. The Declarant is the fee owner of the real property "the Property" situated in the City of Riverside, County of Riverside, State of California, described as follows and hereinafter referred to as ("Parcel Map 30214"):

Parcels 1 through 17 of Parcel Map 30214 as shown by map on file in Book 201 of Parcel Maps at Pages 37 through 39 thereof, Records of Riverside County, California.

B. The Property is being developed by the Declarant as a shopping center consisting of seventeen (17) parcels. Declarant has submitted to the City of Riverside a Grading Plan for the rough grading of the Property.

C. The Grading Plan shows that the surface storm flow and nuisance drainage waters ("drainage waters") will flow from the Northerly portion of the Property in a Southwesterly direction across Parcels 1 through 17 of Parcel Map 30214.

D. As a condition for the acceptance of the Grading Plan for the Property, the City of Riverside ("City") is requiring Declarant to execute and record a Covenant and Agreement accepting the drainage waters from the Northerly portion of the Property and releasing the City and its officers and employees from liability related thereto.

4015168-11

DESCRIPTION APPROVED 4.4.02
[Signature]
CITY OF RIVERSIDE

NOW, THEREFORE, for the purposes of complying with a condition imposed by the City for acceptance of the Grading Plan for the Property and in consideration of such approval, Declarant hereby covenant and agrees with the City as follows:

1. Declarant hereby agrees to accept and does hereby accept upon Parcels 1 through 17, inclusive, of Parcel Map 30214, the natural drainage waters that flow from each and every other Parcel in said Parcel Map.

2. Declarant agrees not to impede or otherwise obstruct the natural flow of drainage water from Parcels 1 through 17 of Parcel Map 30214 on to any other Parcel of said Parcel Map.

3. Declarant hereby agrees to release the City, its officers and employees from any and all claims, demands, suits or other actions that Declarant may now or in the future have arising out of or incurred as a result of the drainage waters flowing or flooding from the Northerly portion of the Property onto Parcels 1 through 17 of Parcel Map 30214. Declarant 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, Declarant agrees, represents and warrants 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 Declarant further agrees, represents and warrants that this release has been negotiated and agreed upon in light of that realization and that Declarant nevertheless intend 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 Northerly portion of the Property onto Parcels 1 through 17 of Parcel Map 30214 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.

4. The provisions of this Covenant and Agreement shall be enforceable at law or in equity by the City. 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' fees in addition to any other costs to which such party is entitled.



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5. This Covenant and Agreement shall run with the land and each and all of its terms shall be binding upon Declarant, 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, by a writing duly recorded.

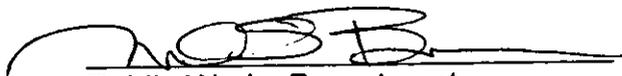
IN WITNESS WHEREOF Declarant has caused this Covenant and Agreement to be executed the day and year first written above.

MISSION VILLAGE SHOPPING CENTER, L.P., a California Limited Partnership
By: REGIONAL PROPERTIES, INC., a California corporation, General Partner

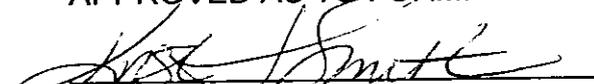
By: 
Mark Rubin, President

By: 
Alex Lowy, Secretary

APPROVED AS TO CONTENT:


Public Works Department

APPROVED AS TO FORM:


Deputy City Attorney



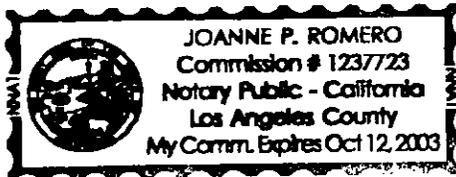
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State of California
County of Los Angeles

On April 2, 2002 before me, Joanne P. Romero, Notary Public
(DATE) (NAME/TITLE OF OFFICER-i.e. "JANE DOE, NOTARY PUBLIC")
personally appeared Mark Rubin and Alex Lowy
(NAME(S) OF SIGNER(S))

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.

(SEAL)

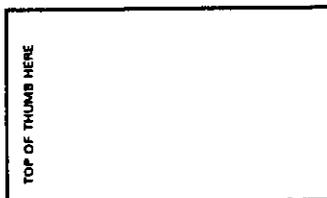
Joanne P. Romero
(SIGNATURE OF NOTARY)

ATTENTION NOTARY

The information requested below and in the column to the right is **OPTIONAL**. Recording of this document is not required by law and is also optional. It could, however, prevent fraudulent attachment of this certificate to any unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:
Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

RIGHT THUMBPRINT (Optional)

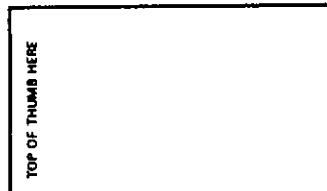


CAPACITY CLAIMED BY SIGNER(S)
 INDIVIDUAL(S)
 CORPORATE _____

OFFICER(S) _____ (TITLE(S))
 PARTNER(S) LIMITED GENERAL
 ATTORNEY IN FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies))

RIGHT THUMBPRINT (Optional)



CAPACITY CLAIMED BY SIGNER(S)
 INDIVIDUAL(S)
 CORPORATE _____

OFFICER(S) _____ (TITLE(S))
 PARTNER(S) LIMITED GENERAL
 ATTORNEY IN FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies))



PENALTY OF PERJURY FOR NOTARY SEAL

(GOVERNMENT CODE 27361.7)

I certify under penalty of perjury that the Notary Seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY: JOANNE P. ROMERO

DATE COMMISSION EXPIRES: OCTOBER 12, 2003

COUNTY WHERE BOND IS FILED (if applicable): LOS ANGELES

STATE WHERE BOND IS FILED: CALIFORNIA

COMMISSION NUMBER (if applicable): 1237723

PLACE OF EXECUTION: SAN BERNARDINO, CALIFORNIA

DATE: April 5, 2002

SIGNATURE: Scott A. Hoogerwerf

PRINT NAME: Scott A. Hoogerwerf



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