

101573

WHEN RECORDED SEND TO:

CITY CLERK  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, Calif 92502

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Min. Past 10 o'clock

MAY 13 1985

Recorded in Official Records  
of Riverside County, California

W. H. S. Taylor  
RECORDER  
Fees \$

COVENANT AND AGREEMENT AND RELEASE  
FOR  
DRAINAGE RELEASE  
7044 Arlington Avenue  
(R - 25 - 834)

THIS COVENANT AND AGREEMENT is made and entered into this  
8<sup>th</sup> day of *May* 1985, by CHARLES W. WARE, a married  
man, as his sole and separate property, hereinafter referred to  
as "Owner", the fee owner of the real property located on  
Arlington Avenue in the City of Riverside, County of Riverside,  
State of California, described as follows:

That portion of Lot 1 and 2, in Block 3 as shown  
by map of the Riverside Land and Irrigating Company lands  
on file in Map Book 1 at Page 70 thereof, records of the  
Recorder's Office, San Bernardino County, California,  
described as follows:

Beginning at point on the Southeasterly line of said  
Lot 2, which bears North 56°09' East, 470.00 feet from the  
most Southerly corner of said Lot 2;

THENCE North 33°51' West, a distance of 573.4 feet,  
more or less to the Southerly line of Arlington Avenue, as  
widened and conveyed to the City of Riverside by Deed  
recorded October 21, 1943 in Book 601, Page 213 of  
Official Records of Riverside County, California;

THENCE Easterly along the Southerly line of  
said Arlington Avenue, a distance of 325.95 feet;

THENCE South 33°51' East, a distance of 391.84 feet  
more or less, to the Southerly line of said Lot 1;

THENCE Southwesterly along the Southeasterly lines  
of said Lots 1 and 2, a distance of 270.7 feet to the  
Point of Beginning;

Except that portion particularly described as follows:

Beginning at a point on the Southerly line of Arlington  
Avenue and the Northerly line of said Lot 2, said point  
being the Northeasterly corner of the Southwesterly 470.00  
feet of said Lot 2, said point also being 33.00 feet from  
the centerline of Arlington Avenue;

THENCE East along the Southerly line of said Arlington  
Avenue, a distance of 108.00 feet;

THENCE Southerly at a right angle, a distance of  
161.33 feet to a point on the Northeasterly line of said  
Southwesterly 470.00 feet of said Lot 2;

THENCE Northwesterly along said Northeasterly line of  
the Southwesterly 470.00 feet, a distance of 194.14 feet to  
the point of beginning;

Also excepting the North 22.00 feet thereof;

WITNESSETH:

WHEREAS the Owner is developing the above-described property  
and whereas JOHNNY and SHARON L. TAYLOR own the property  
(hereinafter referred to as "adjacent property") located easterly

DESCRIPTION APPROVAL:

5/8/85

*George P. Hulse*  
SURVEYOR, CITY OF RIVERSIDE

C/A-124

of the above-described property; and

Whereas the Owner will be installing improvements on the above-described property, including a blockwall, which may cause the storm water to flow onto the above-described property from the rear of the adjoining property through weep-holes constructed in the blockwall on the common property line; and

WHEREAS the Owner is willing to accept such storm water on the above-described property and to indemnify the City of Riverside from any liability alleged to be caused by the blockage of the weep-holes;

NOW, THEREFORE, in consideration of the City of Riverside issuing a grading permit for the above-described property, the Owner hereby agrees to accept on the above-described property the storm flow and nuisance drainage waters, hereafter referred to as "drainage waters", being discharged from the property located easterly thereof through weep-holes in the blockwall located on the common property line. The Owner agrees not to block or impede in any manner the flow of said drainage waters from the adjoining property through the weep-holes in the blockwall located on the common property line.

The Owner hereby agrees to release the City of Riverside, its officers and employees from any and all claims, demands, suits or other actions that the Owner may now or in the future have arising out of or incurred as a result of water discharged from the adjoining property located easterly thereof flooding, flowing over or remaining on the above-described property.

The Owner hereby agrees to defend, indemnify and hold harmless the City of Riverside, its officers and employees from and against any and all claims, demands, suits, or actions for personal injury, including death, or property damage arising out of or incurred as a result of the construction and maintenance of its blockwall and the weep-holes therein.

The City of Riverside may enforce this Covenant and Agreement in the event the undersigned or his heirs, successors or assigns default in his obligations as contained herein.

C/A-124

This Covenant and Agreement shall run with the land and shall be binding upon the Owner, his heirs, successors and assigns, and shall continue in effect until such time as released by the City Council of the City of Riverside, California.

Charles W. Ware

Charles W. Ware

APPROVED AS TO FORM  
[Signature]  
ASST. CITY ATTORNEY

GENERAL ACKNOWLEDGMENT

NO. 201

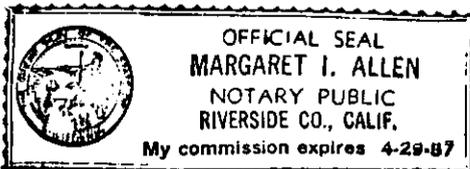
State of California }  
County of Riverside } SS.

On this the 8th day of May, 1985, before me,

Margaret I. Allen

the undersigned Notary Public, personally appeared

Charles W. Ware



personally known to me  
 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he executed it. WITNESS my hand and official seal.

Margaret I. Allen  
Notary's Signature

CA-124