

Recorded mail to
City of Riverside, 3900 Main Street
Riverside, CA 92522
Attention: City Engineer

FREE RECORDING

This instrument is for the benefit
of the City of Riverside and is
entitled to be recorded without
fee. (Government Code 6103)

COVENANT AND AGREEMENT
FOR
DRAINAGE RELEASE
(TRACT 9369)

RECEIVED FOR RECORD
10 Min. Past 3 o'clock P.M.
At Record of
City Clerk
Book 1982, Page 222609
DEC 23 1982
Recorded in Official Records
of Riverside County, California
William E. Emery
Recorder
Fees \$

THIS COVENANT AND AGREEMENT is made and entered into this 17th day
of December 1982, by IVAN BRADFORD, ELAINE BRADFORD, WENDELL L. BRADFORD,
LINDA BRADFORD, KARL STEWART, and ANN STEWART, the fee owners of the real property
located in the City of Riverside, County of Riverside, State of California,
described as follows:

Parcel 4 of Parcel Map 9159 as shown by map on file in Book 53 of Parcel
Maps at pages 37 and 38 thereof, Records of Riverside County, California.

IN CONSIDERATION of certain approvals by the City of Riverside, California,
relating to the development of the above described property, the undersigned
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 publicly dedicated street known as River Road Parkway,

The undersigned acknowledges that construction of private drainage swales
and/or other private drainage facilities may be required to convey said drainage
waters from the aforementioned public street across that portion of the property
shown as shaded area on the attached plat marked Exhibit A, and being more
particularly described as follows:

Commencing at the Southwest corner of Lot 73 of Arlington Knolls Unit No. 2
as shown by map on file in Book 29 of Maps at pages 46 and 47 thereof, Records
of Riverside County, California, said corner being on the Northerly line of said
Parcel 4;

Thence S.01°08'20"E., a distance of 87.00 feet;

Thence Southwesterly on a non-tangent curve concave Southeasterly, having
a radius of 51.00 feet, through an angle of 35°14'55", an arc length of 31.38
feet to the point of beginning of the parcel of land to be described, (the
initial radial line bears N.01°08'20"W.);

Thence continuing Southwesterly on said curve concave Southeasterly, having
a radius of 51.00 feet, through an angle of 11°40'21", an arc length of 10.39
feet, (the initial radial line bears N.36°23'15"W.);

Thence Course "A", N.57°36'50"W., a distance of 36.76 feet;

Thence Course "B", N.83°19'49"W., a distance of 18.57 feet to the Westerly
line of said Parcel 4;

809222

Thence Northerly along said Westerly line on a non-tangent curve concave Westerly, having a radius of 1575.00 feet, through an angle of $00^{\circ}21'50''$, an arc length of 10.00 feet to a line parallel with and 10.00 feet Northerly, measured at right angles from said Course "B", (the initial radial line bears $S.80^{\circ}47'30''E.$);

Thence $S.83^{\circ}19'49''E.$, along said parallel line, a distance of 20.44 feet to a line parallel with and 10.00 feet Northeasterly, measured at right angles from said Course "A";

Thence $S.57^{\circ}36'50''E.$, along said parallel line, a distance of 41.79 feet to the point of beginning.

The undersigned agrees to maintain said private drainage swales and/or other private drainage facilities in the manner as to not block or impede in any manner the flow of said drainage waters from said River Road Parkway.

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 water discharged from said River Road Parkway flooding, flooding over or remaining on the above described property.

The undersigned hereby agrees to defend, indemnify and hold harmless the City of Riverside, its officers and employees from any and all liabilities, expenses, claims or causes of action arising out of or alleged to be caused by or resulting from water discharged from said River Road Parkway onto and across the above described property from the approval of any street, drainage, grading or other improvement plans by the City of Riverside relating to the development of the above described property.

Should the City of Riverside bring suit in court to enforce the terms of the Covenant and Agreement, the undersigned, their heirs, successors and assigns agree to pay to the City of Riverside said City's court costs including reasonable attorney fees.

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

609222
222609

Wendell Bradford
Linda Bradford
Ivan Bradford
Elaine Bradford
Lewis Ivan Bradford attorney in fact
for Karl Stewart
Lewis Ivan Bradford attorney in fact
for Ann Stewart

(Signatures must be acknowledged before Notary to permit recordation.)

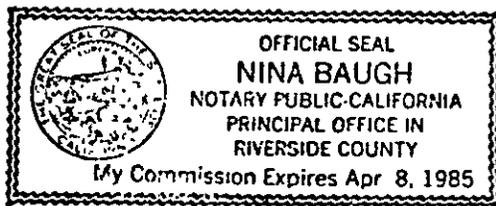
STATE OF CALIFORNIA)
COUNTY OF Riverside) SS

On December 17, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared Wendell L. Bradford, Linda Bradford, Ivan Bradford, Elaine Bradford.

known to me to be the persons whose names are subscribed to the within instrument and acknowledged that They executed the same.

WITNESS my hand and official seal

Nina Baugh
Notary Public in and for said State



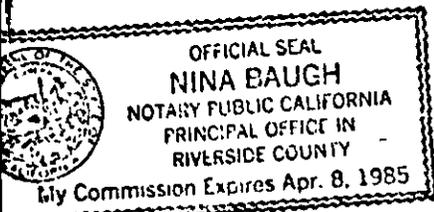
STATE OF CALIFORNIA)
COUNTY OF Riverside) SS.

ON December 17, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared Lewis Ivan Bradford

known to me to be the person whose name is subscribed to the within instrument, as the Attorney-in-Fact of Karl Stewart and Ann Stewart and acknowledged to me that he subscribed the names of Karl Stewart, Ann Stewart

thereto as principals and his own name as Attorney-in-Fact.

WITNESS my hand and official seal.



Nina Baugh
Notary Public in and for said State

ACKNOWLEDGMENT—Attorney in Fact—Blank Co — Wolcotts Form 218 — Rev 3 64

APPROVED AS TO FORM

Clarence Turney

C/A-81.

ARLINGTON
KNOLLS
UNIT NO. 2

M.B. 29/46-47

73

S.W. Cor. Lot 73

PARKWAY

DRAINAGE
EASEMENT

10

74

9369

5.81°09'20"E (R)
5.80°47'30"E (R)

R=1575.00'
Δ=00°21'50"
L=10.00'

5.83°19'49"E
20.44'

5.57°36'50"E
41.79'

R=51.00'
Δ=11°40'21"
L=10.39'

N.01°08'20"W (R) 87.00'

N.83°19'49"W
18.57'

N.57°36'50"W

N.26°22'15"W (R)
N.48°03'35"W (R)
N.48°03'35"W (R)

R=51.00'
Δ=35°14'55"
L=31.38'

RIVER ROAD

PAR.
TRACT
MAP

NORMAN WAY

9159
P.M. 53/37-38

PARCEL
8
PROPOSED

7

6

• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

SCALE: 1" = 30'

DRAWN BY M.C. DATE 12/14/02

SUBJECT EXHIBIT "A" - TRACT 9369 (DRAINAGE EASEMENT)

C/A-81