

When recorded mail to
City of Riverside, 3900 Main Street
Riverside, CA. 92522
Attn: City Engineer

19314

RECEIVED FOR RECORD
AT 9:00 O'CLOCK A.M.
At Request of
FIRST AMERICAN TITLE COMPANY
OF RIVERSIDE

Book 1982, Page 19314
FEB - 21 1982

Recorded in Official Records
of Riverside County, California
D. J. [Signature]
Recorder
FEES \$ [Signature]

6

COVENANT AND AGREEMENT

(Parcel Map 16723)

THIS COVENANT AND AGREEMENT is made and entered into this
19th day of JANUARY 1982, by AUGUSTUS TAGLIAFERRI
the fee owner of the real property located in the City of Riverside,
County of Riverside, State of California, described as follows:

Lot 1 of Block 43, ARLINGTON HEIGHTS, as shown by
Map on file in Book 11, Pages 20 and 21 of Maps,
Records of San Bernardino County, California.

DESCRIPTION APPROVAL
by George P. Hutchinson 1/24/82 by W.F.
Surveyor

WITNESSETH:

WHEREAS the undersigned seeks to divide the above-described
property into two lots by Parcel Map 16723, the tentative map for
which was approved by the Planning Commission of the City of Riverside
on August 21, 1980; and

WHEREAS the undersigned must provide adequate controls for
the water runoff from and across said property as a condition of
recording Parcel Map 16723; and

WHEREAS the undersigned has elected to guarantee that the
building pads for all structures to be built on the above-described
property will be elevated a minimum of one (1) foot above the 100
year flood elevation rather than to construct a starter wall on the
southerly boundary of the above-described property to control water
runoff;

NOW, THEREFORE, in consideration for approval to record
Parcel Map 16723, the undersigned hereby covenant and agree with the
City of Riverside as follows:

C/A-58

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1. To accept upon the above-described property the water runoff from the property or properties located between the southerly property line of said property and Cleveland Street, an unimproved public street in the City of Riverside.

2. That all building pads for structures to be built or placed upon the above-described real property will be elevated a minimum of one (1) foot above the 100 year flood elevation in order to prevent the flooding of such structures.

3. That the undersigned on behalf of themselves and their heirs, successors and assigns, hereby release the City of Riverside, its officers and employees from any and all claims, demands, suits, or actions that the undersigned or their heirs, successors and assigns may now or in the future have arising out of or received as a result of water flooding, flowing over, or remaining upon the above-described property.

4. That the undersigned on behalf of themselves and their heirs, successors and assigns, hereby agree to defend, indemnify and hold harmless the City of Riverside, its officers and employees from and against any and all liability, expenses, claims or causes of action alleged to arise out of or result from the approval of the recording of Parcel Map 16723 or future grading and/or drainage plans for said Parcel Map 16723.

The City of Riverside may enforce this Covenant and Agreement in the event any of the above terms or conditions are not met. Should the City of Riverside bring suit to enforce the terms of this 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 attorneys' fees.

These covenants and agreements 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.

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

✓ Augustus [Signature]

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APPROVED TO FORM
[Signature]