

55990

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

55990

RECEIVED FOR RECORD  
30 Min. Past 4 o'clock P.M.  
At Request of  
E. Webb  
Book 1982, Page 55990

APR 1 - 1982

Recorded in City of Riverside  
of Riverside County, Cal. 1982  
[Signature] Acting Recorder  
YES

COVENANT AND AGREEMENT  
FOR RELEASE AND INDEMNIFICATION  
(Zoning Case R-2-612)

THIS COVENANT AND AGREEMENT is made and entered into this 12th day of March, 1982, by CHARLES W. WASSMAN and MILDRED L. RIFE, Co-Executors of the Will of FRANCES J. WASSMAN, Deceased, the fee owners of the real property located in the City of Riverside, County of Riverside, State of California, and described in Exhibit A attached hereto and incorporated herein by this reference.

WITNESSETH:

WHEREAS the undersigned has requested the City of Riverside to rezone a portion of the above-described property for parking; and

WHEREAS in City of Riverside Zoning Case R-2-612, property described in Exhibit B attached hereto and incorporated herein by this reference, has been approved to be rezoned from the Residential-1 ("R-1") Zone to the Parking ("P") Zone subject to the meeting of certain conditions; and

WHEREAS the undersigned has submitted a grading plan to the City of Riverside Public Works Department related to said Zoning Case R-2-612;

NOW, THEREFORE, in consideration of the approval by the City of Riverside of the grading plan relating to City of Riverside Zoning Case R-2-612, the undersigned, for itself and its successors and assigns, hereby agrees as follows:

- (1) To accept upon the property described in Exhibit B the storm water runoff discharged from the existing sixteen-inch storm drain located along the northerly property line of said property and the storm water runoff discharged from any future storm drain as long as said future storm

drains or combination of storm drains do not exceed the capacity of the down-stream drainage facilities.

- (2) To release the City of Riverside, its officers and employees from any and all claims, demands, suits or actions that the undersigned may now or in the future have for damage or injury to the property described in Exhibit A, including any structure or personalty thereon, arising out of or incurred as a result of any grading performed in accordance with the grading plan for City of Riverside Zoning Case R-2-612 approved by the Public Works Department of the City of Riverside or due to the storm water runoff discharged from the sixteen-inch outlet located at the north-westerly corner of said property.
- (3) 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 any increased runoff or concentration of water runoff caused by or alleged to have been caused by the grading performed in accordance with the grading plan for Zoning Case R-2-612 approved by the Public Works Department of the City of Riverside or by the paving of the property described in Exhibit B.

The City of Riverside may enforce this Covenant and Agreement in the event the undersigned or its successors or assigns defaults in its obligations contained herein. Should said City bring suit in court to enforce the terms of this Covenant and Agreement, the undersigned, its successors and assigns agree to pay to the City of Riverside, said City's court costs including reasonable attorneys' fees.

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This Covenant and Agreement shall run with the land and shall be binding upon the undersigned, its successors and assigns, and shall continue in effect until such time as released by the City of Riverside. It is understood and agreed that the undersigned shall be relieved of any liability, duty or obligation herein created upon the divesting of ownership of the above-described property; provided, however, the undersigned shall be responsible for any liability arising during the time of ownership thereof.

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

ESTATE OF FRANCES J. WASSMAN

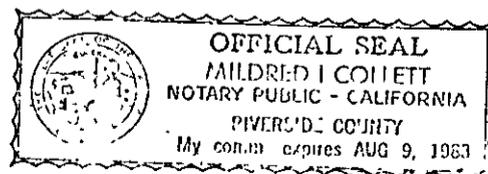
By Charles W. Wassman  
Co-Executor

By Mildred L. Rife  
Co-Executor

STATE OF CALIFORNIA )  
                                  ) ss  
COUNTY OF RIVERSIDE )

On March 29, 1982, before me, the undersigned, a Notary Public for said County and State, personally appeared CHARLES W. WASSMAN and MILDRED L. RIFE, known to me to be the Co-Executors of the Will of FRANCES J. WASSMAN and known to me to be the persons who executed to within instrument on behalf of the Estate of FRANCES J. WASSMAN, deceased, and acknowledged to me that said Estate executed the within instrument.

Mildred L. Collett



[Signature]  
Notary Public

CJA-66

## EXHIBIT A

That portion of Lot 77 of the LANDS OF THE SOUTHERN CALIFORNIA COLONY ASSOCIATION, as shown by Map on file in Book 7, page 3 of Maps, Records of San Bernardino County, California, described as follows:

BEGINNING on the Westerly line of Colton Avenue, South 29° West, 142.5 feet, from the intersection of said Colton Avenue with the common boundary line between Lots 77 and 78 of said land;

Thence South 29° West, 519.63 feet on the Westerly line of said Colton Avenue to the Southerly line of Lot 77;

Thence North 61° West, 305.7 feet;

Thence North 29° East, 519.63 feet;

Thence South 61° East, 305.7 feet to the Point of Beginning

## EXHIBIT B

The Westerly 155.7 feet of the following described parcel:

That portion of Lot 77 of the LANDS OF THE SOUTHERN CALIFORNIA COLONY ASSOCIATION, as shown by Map on file in Book 7 page 3 of Maps, Records of San Bernardino County, California, described as follows:

Beginning on the Westerly line of Colton Avenue, South 29° West, 142.5 feet, from the intersection of said Colton Avenue with the common boundary line between Lots 77 and 78 of said land;

Thence South 29° West, 519.63 feet on the Westerly line of said Colton Avenue to the Southerly line of Lot 77;

Thence North 61° West, 305.7 feet;

Thence North 29° East, 519.63 feet;

Thence South 61° East, 305.7 feet to the Point of Beginning.

DESCRIPTION APPROVAL:

3,12,82

*George P. Hutchinson*  
SURVEYOR, CITY OF PINE BLISS