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

RECEIVED FOR RECORD  
AT 9:00 O'CLOCK A.M.  
At Request of  
FIRST AMERICAN TITLE COMPANY  
OF RIVERSIDE  
131517  
Book 1983, Page  
JUN 30 1983  
Recorded in Official Records  
of Riverside County, California  
William E. Emery  
Recorder  
Fees \$ \_\_\_\_\_

COVENANT AND AGREEMENT  
FOR  
DRAINAGE RELEASE  
TRACT NO. 18212

8

THIS COVENANT AND AGREEMENT is made and entered into this 28th day of September, 1982, by ROBERT D. MILLER and CONNIE M. MILLER, husband and wife, MICHAEL A. GIURBINO and SUZANNE GIURBINO, husband and wife, B.C. WALKER, a single man, and ALBERT A. WEBB ASSOCIATES, a California corporation, the fee owners of the real property located in the City of Riverside, County of Riverside, State of California, described as follows:

Lot 6 of Tract No. 18212, as shown by map on file in Book 132 of Maps, at pages 36 through 38, inclusive 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 Equestrian Drive.

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

DESCRIPTION APPROVAL  
10, 26, 82  
George P. Hutchinson  
SURVEYOR, CITY OF RIVERSIDE

131517

1 drainage swales and/or other private drainage facilities in a manner as to  
2 not block or impede in any manner the flow of said drainage waters from said  
3 Equestrian Drive.

4 The undersigned hereby agrees to release the City of Riverside, its  
5 officers and employees from any and all claims, demands, suits or other  
6 actions that the undersigned may now or in the future have arising out of or  
7 incurred as a result of water discharged from said Equestrian Drive flooding,  
8 flowing over or remaining on the above described property.

9 The undersigned hereby agrees to defend, indemnify and hold harmless  
10 the City of Riverside, its officers and employees from any and all liabilities,  
11 expenses, claims or causes of action arising out of or alleged to be caused  
12 by or resulting from water discharged from said Equestrian Drive onto and  
13 across the above described property and from the approval of any street,  
14 drainage, grading or other improvement plans by the City of Riverside relat-  
15 ing to the development of the above described property.

16 Should the City of Riverside bring suit in court to enforce the terms  
17 of this Covenant and Agreement, the undersigned, their heirs, successors and  
18 assigns agree to pay to the City of Riverside said City's court costs includ-  
19 ing reasonable attorneys' fees.

20 This Covenant and Agreement shall run with the land and shall be  
21 binding upon the undersigned, their heirs, successors and assigns, and shall  
22 continue in effect until such time as released by the City Council of the  
23 City of Riverside, California, or until said Equestrian Drive is extended  
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C/A-85

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onto or through the above described property.

B. C. Walker  
B. C. WALKER

Michael A. Giurbino  
MICHAEL A. GIURBINO

Suzanne Giurbino  
SUZANNE GIURBINO

ALBERT A. WEBB ASSOCIATES, a California corporation

By: Ernest N. Webb  
ERNEST N. WEBB, President

By: A. Hubert Webb  
A. HUBERT WEBB, Vice President

Robert D. Miller  
ROBERT D. MILLER

Connie M. Miller  
CONNIE M. MILLER

APPROVED AS TO FORM  
[Signature]  
ASST. CITY ATTORNEY

CA-25

