

COVENANT AND AGREEMENT  
FOR RELEASE AND INDEMNIFICATION

(10845 & 10861 Magnolia Avenue)

C-10-834

11-9-84  
243716

THIS COVENANT AND AGREEMENT is made and entered into this 9 day of September, by STANDARD BRANDS PAINT CO., a California corporation and ~~THE PEP BOYS MANNY, MOE & JACK OF CALIFORNIA PEP-PROPERTIES, INC.~~ a California corporation, DXX  
the owner in fee of the real property located at 10845 and 10861 Magnolia Avenue in the City of Riverside, County of Riverside, State of California, and more particularly described as follows: Lots 5,6, and 11 in Block 48 of La Sierra Gardens in the County of Riverside, State of California, as shown on map on file in Book 11, Pages 46 to 50 inclusive, of maps, records of Riverside County, State of California.

EXCEPTING the ~~south~~<sup>north</sup> easterly 63.00 feet of Lot 11.

WITNESSETH:

WHEREAS the undersigned has submitted grading and street improvement plans to the Public Works Department of the City of Riverside in conjunction with an application for a building permit to build commercial buildings at 10845 and 10861 Magnolia Avenue, Riverside, California; and

WHEREAS the grading and street improvement plans propose that surface water will enter a pipe located in the southwesterly corner of the subject property to discharge into a catch basin located in Magnolia Avenue, a public street, near the southwesterly corner of said property; and

WHEREAS there is a possibility that the catch basin could become full resulting in storm water backing up in the aforementioned pipe and onto the parking lot of the proposed commercial buildings; and

CIA-117

WHEREAS the undersigned is willing to accept such risk and to indemnify the City of Riverside and its officers and employees on account of the approval of the undersigned's grading and street improvement plans and any damage or injury caused by the pending or run-off of storm water;

NOW, THEREFORE, in consideration of the approval by the City of Riverside of the grading and street improvement plans for the proposed commercial buildings at 10845 and 10861 Magnolia Avenue, Riverside, California, the undersigned for itself and its successors and assigns, covenants and agrees as follows:

1. To acknowledge that if the catch basin located in Magnolia Avenue near the southwesterly corner of the above-described property becomes full, storm or surface waters that would go through the private drainage pipe located on the undersigned's property could pond on the subject property and flow across said property to Burge Street.

2. The release and indemnity provisions of Paragraphs 3 and 4 below shall exclude any damage caused solely by the backing up of water from the catch basin located in Magnolia Avenue near the southwesterly corner of the subject property due to the improper maintenance of said catch basin by the City of Riverside.

3. 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 its real property above-described, including any structure or personalty thereon, or due to personal injury, arising out of or incurred as a result of the approval of the grading and street improvement plans for the property located at 10845 and 10861 Magnolia Avenue, Riverside, California, submitted on behalf of the undersigned and any water flowing, flooding or remaining upon the above-described property because of the lack of capacity of the catch basin located in Magnolia Avenue near the southwesterly corner of the subject property or due to water backing up from said catch basin through the private storm drainage pipe located on the undersigned's property.

4. 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 result from the approval of the grading plan submitted on behalf of the undersigned for the property located at 10845 and 10861 Magnolia Avenue, Riverside, California, or any grading or facilities or paving done in conformance with such approved grading and street improvement plans, or any surface water backing up through the private storm drain pipe on the undersigned's property or ponding upon said property or flooding

onto any adjacent property or Burge Street from said property.

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

This Covenant and Agreement shall run with the land and shall be binding upon the undersigned, its successors and assigns.

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

STANDARD BRANDS PAINT CO., a California corporation.

By *Al Applerose*  
Vice President

By *D. M. Cvetas*  
Secretary

THE PEP BOYS MANNY, MOE & JACK OF CALIFORNIA ~~PEP-PROPERTIES-INC.~~, a California corporation. *DM*

By *Thomas J. Bamburg*

By *David K. Rebo*  
Secretary

CAT. NO. NN00737  
TO 21945 CA (1-83)  
(Corporation)

**TICOR TITLE INSURANCE**

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } SS.

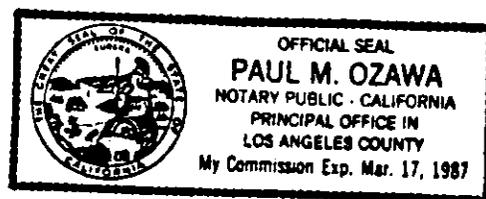
On October 19, 1984 before me, the undersigned, a Notary Public in and for said State, personally appeared AL APPLEROSE

personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President, and D. M. CVETAS

personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Secretary of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature *Paul M. Ozawa*



(This area for official notarial seal)