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

Attn: City Engineer

COVENANT AND AGREEMENT FOR RELEASE AND INDEMNIFICATION [Parcel Map 15014 (Revised)]

THIS COVENANT AND AGREEMENT is made and entered into this day of Warch, 1982, by MARTA P. TEEL, the fee owner of the real property located in the City of Riverside, County of Riverside, State of California, described as follows:

> Parcels 1 through 4 inclusive of Parcel Map 15014, as shown by map on file in Book /03 of Parcel Maps, at pages 23 through 24 inclusive thereof, Records of Riverside County, California.

In consideration for the deletion of the requirement for 6-foot-high chain link fence or block wall along the Twin Buttes Canal on the above-described property previously imposed by the City of Riverside for the approval of Parcel Map 15014 (Revised), the undersigned for herself and her heirs, successors and assigns, agrees to release the City of Riverside, its officers and employees from any and all claims, demands, suits or actions that the undersigned, or her heirs, successors and assigns may now or in the future have for damage or injury arising out of or incurred as a result of the failure to fence the Twin Buttes Canal located on the above-described property.

Further, the undersigned agrees to defend, indemnify and hold harmless the City of Riverside, its officers, employees and agents from any and all liabilities, expenses, claims or causes of action arising out or or alleged to be caused by or resulting from the failure to fence the Twin Buttes Canal located on the above-described property.

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

C/A-65

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

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

Marta P. TEEL

STATE OF CALIFORNIA)
) ss.
COUNTY OF
)

On , before me, the undersigned, a Notary Public in and for said State, personally appeared MARTA P. TEEL, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

Notary Public in and for said

OFFICIAL SEAL

JIM L. PLANNING

NOTARY PUBLIC - CAL FOT VIA

PRINCIPAL OFFICE IN

RIVERSIDE CO., CALIF

Hy Commission Exp. Aug. 13, 1984

(Individual)

Signature

'72-46

STATE OF CALIFORNIA

COUNTY OF Riverside

On March 16, 1982

Defore me, the under the under the process of the

State, personally appeared Marta P. Teel Me, the undersigned, a Notary Public in and for said

to be the person ____whose name __is ___subscribed to the within instrument and acknowledged that ___ she __executed the same ____

WITNES my hand and official

Jim L. Manning

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