

PONDEROSA

WHEN RECORDED MAIL TO:

City Clerk  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522

21047

RECEIVED FOR RECORD  
X Min. Past 11 o'clock AM

JAN 31 1985

Recorded in Official Records  
of Riverside County, California

William E. Stoney  
RECORDER  
Fees \$

COVENANT AND AGREEMENT  
FOR RELEASE AND INDEMNIFICATION

(8655 Arlington Avenue)  
PRD-24-834

THIS COVENANT AND AGREEMENT is made and entered into this day of *January* 31, 1985, by PONDEROSA EQUITIES, a limited partnership, the fee owner of the real property located at 8655 Arlington Avenue in the City of Riverside, County of Riverside, State of California, and more particularly described as follows:

That portion of Lot 22 of Bixmill Tract, as shown by map on file in Book 16 of Maps, at Page 30 thereof, Records of Riverside County, California, described as follows:

Beginning at the Southeasterly corner of Lot A of Hampshire Subdivision, as shown by map on file in Book 34 of Maps at Page 78 thereof, Records of Riverside County;

Thence North 00°23'00" West along the Easterly line of said Hampshire Subdivision 255.85 feet to the Southerly line of Lot 12 of Arlington North Subdivision Unit No. 1, as shown by Map on file in Book 26 of Maps at Pages 39 and 40 thereof, Records of Riverside County;

Thence South 80°26'00" East along said Southerly line and along the Southeasterly prolongation thereof, 338.24 feet to the Southwesterly corner of Lot 17 of said Arlington North Subdivision Unit 1;

Thence North 68°27'55" East along the Southeasterly line of said Lot 17, a distance of 110.93 feet to the Southeasterly corner of said Lot 17;

Thence North 10°34'00" East along the Easterly line of Lots 18, 19 and 20 of said Arlington North Subdivision 240.00 feet to the Southwesterly corner of Lot 45 of last said subdivision;

Thence South 79°26'00" East along the Southerly line of Lots 45 through 52 inclusive of said Arlington North Subdivision 485.00 feet to the Southeasterly corner of said Lot 52, said Southeasterly corner also being in the Westerly line of Lot B of said Arlington North Subdivision Unit No. 1;

Thence South 10°34'00" West along said Westerly line of said Lot B, 2.64 feet to an angle point therein;

Thence South 00°30'00" West, continuing along last said Westerly line of said Lot B, 373.08 feet to the beginning of a tangent curve concave to the Northwest having a radius of 20.00 feet;

Thence Southwesterly along said curve through a central angle of 90° an arc length of 31.41 feet to the Northerly line of Arlington Avenue as shown by said Arlington North Subdivision No. 1;

DESCRIPTION APPROVAL  
*George P. ...*  
Recorder

Thence North 89°30' West along last said Northerly line 931.92 feet to the point of beginning.

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 apartment buildings at 8655 Arlington Avenue, Riverside, California; and

WHEREAS the grading and street improvement plans proposed indicate that surface water will enter two private drain pipes located in two parking lot areas located on the southerly side of the subject property; and

WHEREAS one drain pipe will discharge into a catch basin located on Arlington Avenue, a public street, and one drain pipe will connect with and discharge into the 81" storm drain pipe located beneath Arlington Avenue, a public street; and

WHEREAS the undersigned is responsible for and agree(s) to maintain and keep clear both drain pipes; and

WHEREAS there is a possibility that the catch basin and 81" storm drain pipe could become full resulting in storm water backing up in the aforementioned pipes and onto the parking lot areas of the proposed apartment buildings; and

WHEREAS the undersigned is willing to accept such risk and to indemnify the City of Riverside and its officers and employees as consideration for certain approvals of the grading and street improvement plans submitted by the undersigned for any damage or injury caused by the ponding, flooding or runoff 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 apartment buildings at 8655 Arlington Avenue, Riverside, California, the undersigned for itself and its successors and assigns, covenants and agrees as follows:

1. To acknowledge and agree that if the catch basin located on Arlington Avenue near the southerly side of the above-described property or the 81" storm drain located beneath Arlington Avenue becomes full, storm or surface waters that would drain through the private drainage pipes located on the above-described property could pond on the subject property and/or flow across said property to Rutland Avenue and Arlington Avenue.
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 its real property above described, and including any structure or personal property 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 8655 Arlington 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 on Arlington Avenue near the southerly side of the above-described property and/or the 81" storm drain pipe located beneath Arlington Avenue or due to water backing up from said catch basin and/or 81" storm drain through the private storm drainage pipes located on the above-described 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 result from the approval of the grading and street

improvement plans submitted on behalf of the undersigned for the property located at 8655 Arlington Avenue, Riverside, California, or by any surface water backing up through the private storm drain pipes on the above-described property or by ponding upon said property or flooding onto any adjacent property, Rutland Avenue or Arlington Avenue from said property.

4. The terms of this Covenant and Agreement may be enforced by the City of Riverside, its successors and assigns. Should the City bring an action to enforce any of the terms of the Covenant and Agreement against the undersigned, its successors or assigns, such defendants shall pay to the City said City's costs and reasonable attorneys' fees.

This Covenant and Agreement shall run with the land and each and all of its terms shall be binding upon the undersigned, its 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 written above.

PONDEROSA EQUITIES, a limited partnership

By: PONDEROSA EQUITIES CORPORATION, a Nevada corporation, General Partner

*Lewis Hildreth*  
\_\_\_\_\_  
Lewis Hildreth  
Title President

*Shirley Hildreth*  
\_\_\_\_\_  
Shirley Hildreth  
Title Vice-President & Secretary Treas.

APPROVED AS TO FORM:

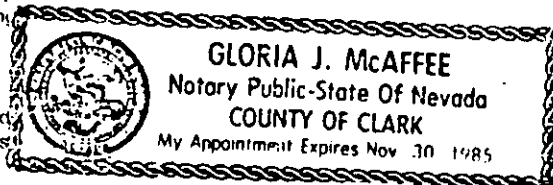
*Kathleen M. Amick* 1-31-85  
\_\_\_\_\_  
Deputy City Attorney

STATE OF ~~CALIFORNIA~~ <sup>NEVADA</sup>  
COUNTY OF CLARK ) ss.

On JANUARY 30, 1985 before me, the undersigned, a Notary Public in and for said State, personally appeared Lewis Hildreth and Shirley Hildreth, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as

President and Vice Pres & Secretary, on behalf of  
PONDEROSA EQUITIES CORPORATION  
the corporation therein named, and acknowledged to me that said corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors, said corporation being

known to me to be the general partner of PONDEROSA EQUITIES the limited partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.



WITNESS my hand and official seal.  
Signature *Gloria J. McAffee*

3006 (6/82) - (Corporation as a Partner of a Limited Partnership)  
First American Title Company

CIA-120