

WHEN RECORDED MAIL :

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

RECORDED 4/27/90
INSTRUMENT NO. 154717
OFFICIAL RECORDS, RIV. CO.

Project: Tract Nos. 24352-1 and 24352



COVENANT AND AGREEMENT
FOR ACCEPTANCE OF SURFACE WATER RUNOFF
AND MAINTENANCE OF RETENTION BASIN

THIS COVENANT AND AGREEMENT is made and entered into this 26th day of April, 1990, by DAVID O. ZARAGOZA and BETTY O. ZARAGOZA, husband and wife as joint tenants, the fee owners of the real property (hereinafter referred to as "Parcel A") located in the City of Riverside, County of Riverside, State of California, described as follows:

The southeasterly 66 feet of Lot 25 of Alamo Tract, as shown by Map on file in Book 9, page 5 of Maps, records of Riverside County, California.

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned hereby agree to accept and retain upon the following described portion of Parcel A (hereinafter referred to as "Retention Basin") the surface storm flow and nuisance drainage waters (hereinafter referred to as "drainage waters") flowing from the properties lying northerly thereof including the drainage waters discharged from Hale Street into an inlet and storm drain channel extending southerly therefrom:

The northeasterly 305 feet of the northwesterly 51 feet of the southeasterly 66 feet of Lot 25 as shown by map on file in Book 9 of Maps, at page 5 thereof, records of Riverside County, California.

The undersigned hereby acknowledge and agree that the Retention Basin will be graded in accordance with the Grading Plan for Tract No. 24352 on file in the Public Works Department of the City of Riverside by Canaday & Company pursuant to an Easement Agreement granted by the undersigned to Canaday & Company Real Estate Developers, Inc. in that Easement Agreement recorded April 20, 1989 as Instrument No. 126094, Official Records of Riverside County, California. Following the grading of the Retention Basin and the installation of improvements thereon according to the Grading Plan for Tract No. 24352, the undersigned agree to maintain the Retention Basin and all improvements located thereon in accordance with said Grading Plan.

DESCRIPTION APPROVAL
4/19/90
[Signature]

The undersigned further covenants and agrees not to impede the flow of drainage waters from the storm drain channel extending southerly from Hale Street into the Retention Basin. The Retention Basin may be used for all purposes not inconsistent with its use as a drainage water retention basin in the event of a storm; provided, however, no structures shall be built, located or maintained in the Retention Basin area.

The undersigned hereby agree to release the City of Riverside, its officers and employees from any and all claims, demands, suits or other actions that the undersigned may now or in the future have arising out of or incurred as a result of the drainage waters flowing over, or remaining on Parcel A from the storm drain channel extending southerly from Hale Street or from the Retention Basin. The undersigned, for themselves and their successors and assigns, waive any and all rights and benefits which they now have, or in the future may have, conferred upon them by virtue of the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

In this connection, the undersigned agree, represent and warrant that they are familiar with, have read, and understand Civil Code Section 1542, and they realize and acknowledge that factual matters now unknown to them may have given, or may hereafter give rise to claims, which are presently unknown, unanticipated and unsuspected, and said parties further agree, represent and warrant that this release has been negotiated and agreed upon in light of that realization and that the undersigned nevertheless intend to release, discharge, and acquit the City from any such unknown claims, which are in any way related to the discharge of drainage waters from the public storm drain channel or retention basin onto Parcel A.

The provisions of this Covenant and Agreement shall be enforceable at law or in equity by the City of Riverside. In the event of any legal or equitable proceeding for the enforcement of or to restrain a violation of this Covenant and Agreement, or any provision hereof, the prevailing party therein shall be entitled to reasonable attorneys' fees in addition to any other costs to which such party is entitled.

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

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

David O. Zaragoza 4/26/90
DAVID O. ZARAGOZA
Betty O. Zaragoza
BETTY O. ZARAGOZA

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On this 26th day of April, 1990, before me, Laurie J. Oard, the undersigned Notary Public, personally appeared David O. and Betty O. Zaragoza,

/ / personally known to me

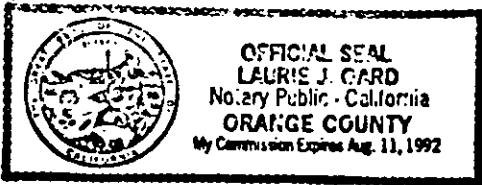
/X / proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that they executed it.

WITNESS my hand and official seal.

Laurie J. Oard
Notary's Signature

BP/2408A/jm
4/10/90



APPROVED AS TO FORM

ASST. CITY ATTORNEY

C/A 159