

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

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

Project: Zoning Case R-23-889

469155

Gov't. Code 6103

RECEIVED FOR RECORD  
Min. Past 2 o'clock P.M.

DEC 28 1990

Recorded in Official Records  
of Riverside County, California

Recorder

Fees \$

COVENANT AND AGREEMENT  
FOR ACCEPTANCE OF DRAINAGE WATERS  
AND RELEASE OF LIABILITY

THIS COVENANT AND AGREEMENT is made and entered into this 20<sup>th</sup> day of December, 1990, by JOHN E. DeGENNARO and GLORIA DeGENNARO, the fee owners of the real property (hereinafter referred to as the "Property") located in the City of Riverside, County of Riverside, State of California, described on Exhibit A attached hereto and incorporated herein by this reference.

In consideration of certain approvals by the City of Riverside, California, relating to to the development of the Property,, the undersigned hereby agree to accept upon the Property the surface storm flow and nuisance drainage waters (hereinafter referred to as "drainage waters") discharged from the publicly-dedicated storm drain pipe located in an easement on the Property as shown on City of Riverside Drawing No. D-579.

The undersigned acknowledges that the construction of private drainage facilities may be required across that portion of the Property designated as the area of potential flooding shown as the shaded area on the plat attached hereto as Exhibit B and incorporated herein by this reference, relating to the discharge of drainage waters from said storm drain pipe. The undersigned covenant and agree to maintain such drainage facilities in a manner as not to block or impede in any manner the flow of the drainage waters from said storm drain pipe.

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 discharged onto the Property from the aforementioned public storm drain flooding, flowing over, or remaining on the

City of Riverside  
Real Property Services Manager

Property. The undersigned, for themselves and their heirs, 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 the undersigned 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 onto the Property.

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, or until the public storm drain pipe is extended beyond the Property, at which time this Covenant and Agreement shall automatically terminate.

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

  
\_\_\_\_\_  
JOHN E. DeGENNARO

  
\_\_\_\_\_  
GLORIA DeGENNARO

APPROVED AS TO FORM  
  
CITY ATTORNEY

BP/2897A/jm  
12/19/90

STATE OF CALIFORNIA )  
COUNTY OF Riverside ) ss.

On this 20th day of December, 1990, before me,  
Terri L. Dale, the undersigned Notary  
Public, personally appeared John E DeBennaro & Gloria  
DeBennaro,

- personally known to me
- 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.

Terri L Dale

Notary's Signature



That portion of the West 60 acres of the South half of Section 9, Township 3 South, Range 4 West, San Bernardino Base and Meridian, County of Riverside, State of California, according to an Official Plat of said land approved by Surveyor General February 28, 1955, described as follows:

BEGINNING at the Southwest corner of said Section; Thence North 660 feet on the West line thereof; Thence East, 990 feet, parallel with the South line of said Section; Thence South, 660 feet, parallel with said West line to a point on the South line of said Section; Thence West, 990 feet on said South line to the point of beginning;

EXCEPT therefrom the portion thereof conveyed to the County of Riverside by Deed recorded April 17, 1956 in Book 1898, Page 284 of Official Records over the Southerly rectangular 40 feet of the Southwest quarter;

ALSO EXCEPT therefrom all rights to oil, gas or other hydrocarbon substances below a depth of 500 feet with no surface right of entry for drilling, as reserved by Ralph V. Arnold, a married man, et al., in Deed recorded August 10, 1965 as Instrument No. 92028, Official Records.

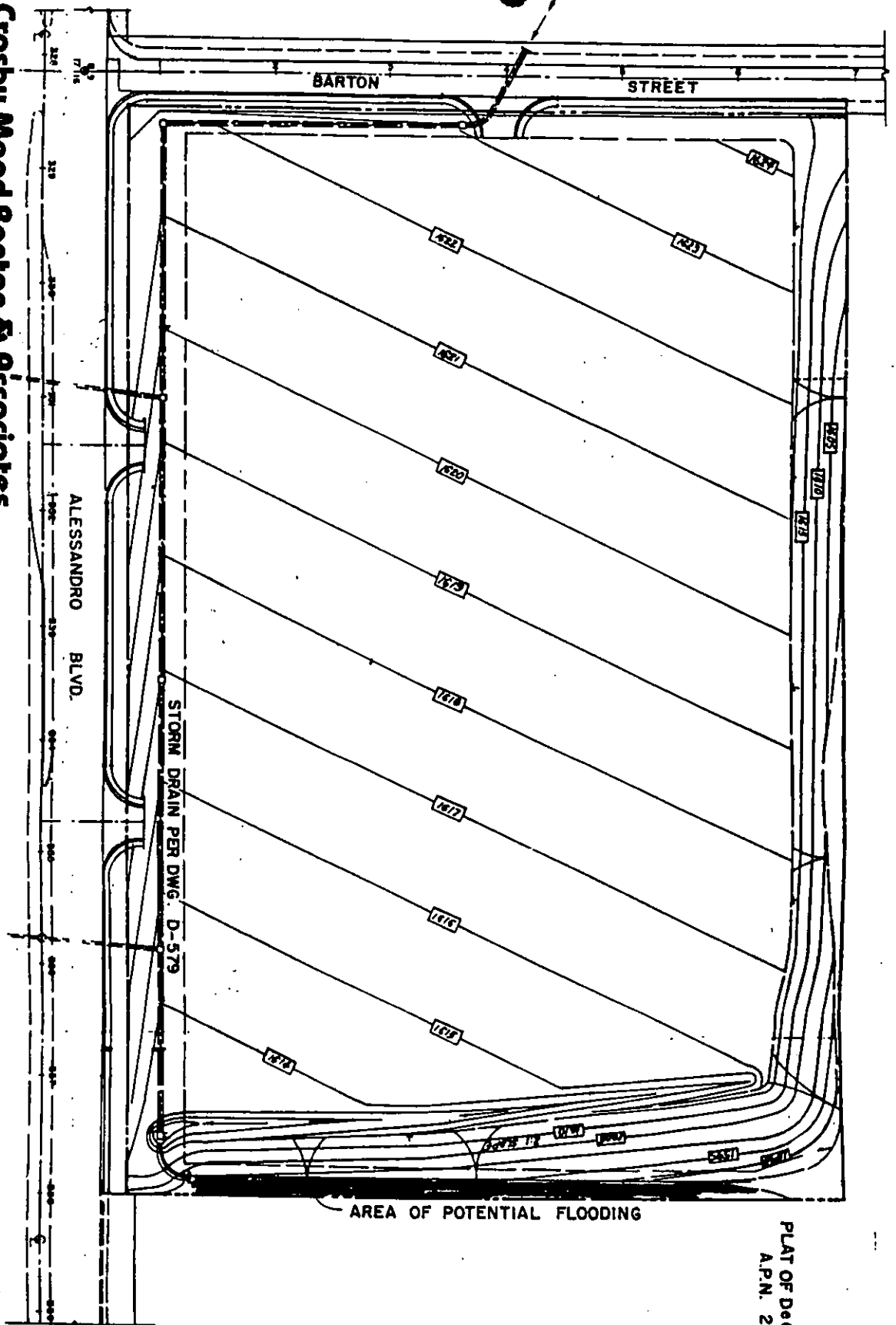
DESCRIPTION APPROVAL: 12, 20, 90  
*George P. Hutchinson*  
 SURVEYOR, CITY OF RIVERSIDE



BP/2108Z/jm

EXHIBIT A

**Crosby Mead Benton & Associates**  
5988 La Place Court, Suite 170, Centred, California 92008 (610) 438-1210



PLAT OF DEGENNARO PROPERTY  
A.P.N. 263-060-02

SCALE 1" = 100'

**EXHIBIT B**