

101574

WHEN RECORDED SEND TO:

CITY CLERK  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, Calif. 92502

RECEIVED FOR RECORD  
Min. Past 10'clock AM

MAY 13 1985

Recorded in Official Records  
of Riverside County, California

*William S. Gandy*  
RECORDER  
Fees \$

COVENANT AND AGREEMENT AND RELEASE  
ARLINGTON AVE. FUTURE MEDIAN  
7044 Arlington Avenue  
R - 25 - 834

This Covenant and Agreement and Release is made and entered into this 4 day of May 1985, by Charles W. Ware, the owner of record of the following described real property located in the City of Riverside, County of Riverside, State of California, hereinafter referred to as "the property":

That portion of Lots 1 and 2 in Block 3 of the lands of the Riverside Land and Irrigating Company, as shown by Map on file in Book 1 Page 70 of Maps, Records of San Bernardino County, California, particularly described as follows:

Beginning at a point on the Southeasterly line of said Lot 2, which bears North 56°09' East, 470.00 feet from the most Southerly corner of said Lot 2; THENCE North 33°51' West, 573.4 feet, more or less to the Southerly line of Arlington Avenue, as widened and conveyed to the City of Riverside by Deed recorded October 21, 1943 in Book 601, Page 213 of Official Records of Riverside County, California; THENCE Easterly along the Southerly line of said Arlington Avenue, 325.95 feet; THENCE South 33°51' East, 391.84 feet, more or less, to the Southerly line of said Lot 1;

THENCE Southwesterly along the Southerly lines of said Lots 1 and 2, 270.7 feet, more or less, to the point of beginning;

Except that portion particularly described as follows:

Beginning at a point on the Southerly line of Arlington Avenue and the Northerly line of said Lot 2, said point being the Northeasterly corner of the Southwesterly 470.00 feet of said Lot 2, said point also being 33.00 feet from the centerline of Arlington Avenue;

THENCE East along the Southerly line of Arlington Avenue, a distance of 108.00 feet; THENCE Southerly at right angle, a distance of 161.33 feet to a point on the Easterly line of said Southwesterly 470.00 feet of said Lot 2; THENCE Northwesterly along the said Easterly line of the Southwesterly 470.00 feet, a distance of 194.14 feet to the point of beginning.

Also excepting the North 22.00 feet of the above-described parcel.

WHEREAS, the above-described property is adjacent to the southerly side of Arlington Avenue, a public street located within the City of Riverside; and

WHEREAS, the City of Riverside plans to install a raised median within the center of Arlington Avenue, and

WHEREAS, the construction of said raised median will eliminate access to said property from the the west-bound lanes of Arlington Avneue;

Now, THEREFORE, the undersigned acknowledges, covenants and agrees for himself and his heirs, successors and assigns that the above-described property will not be served by an opening in the raised median and releases the City of Riverside from any and all claims, demands, suits or actions that the undersigned, his

DESCRIPTION APPROVAL  
*Gregory D. Hutchins*  
SURVEYOR, CITY OF RIVERSIDE  
5/8/85

C/A-125

heirs, successors or assigns may have, now or in the future, arising out of the construction of the median or the loss of access from the west-bound lanes of Arlington Avenue.

It is further covenanted and agreed that in the event the median is not constructed in Arlington Avenue adjacent to the property at such time as the property is leased, sold, transferred or conveyed to another, the undersigned shall give prior written notice to the grantee that the property will not be served by an opening in the median to be constructed in Arlington Avenue.

The terms of said Covenant and Agreement and Release 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 this Covenant and Agreement and Release, the prevailing party shall be entitled to reasonable attorney's and expert witnesses' fees and other reasonable costs of suit.

This Covenant and Agreement and Release shall run with the land and each and all of its terms shall be binding upon the undersigned, his heirs, 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 has caused the Covenant and Agreement and Release to be executed the day and year first above written.

*Charles W. Ware*  
Charles W. Ware

GENERAL ACKNOWLEDGMENT

NO. 201

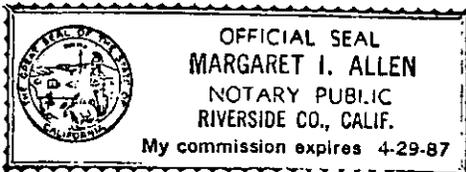
State of California }  
County of Riverside } SS.

On this the 8th day of May 1985, before me,

Margaret I. Allen

the undersigned Notary Public, personally appeared

Charles W. Ware



personally known to me  
 proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(s) is subscribed to the within instrument, and acknowledged that he executed it.  
WITNESS my hand and official seal.

*Margaret I. Allen*  
Notary's Signature