

131303

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

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

Project: Zoning Case No. R-40-889
Vacation Case No. VAC-15-889

RECEIVED FOR RECORD
30 Min. Past 10 o'clock A.M.

APR 11 1990

Recorded in Official Records
of Riverside County, California

William S. Conroy
Recorder
Fees \$ 12

COVENANT AND AGREEMENT FOR INDEMNITY
AND PROVISION FOR ACCESS TO REAL PROPERTY

THIS COVENANT AND AGREEMENT is made and entered into this 8th day of February, 1990, by M.E.T. PROPERTIES, A General Partnership, the owner in fee of the following described real property located in the City of Riverside, County of Riverside, State of California:

Lot 46 and the Northeast half of Lot 45 in Block 2 of Orange Acres, as shown by Map on File in Book 13, Page 7 of Maps, records of Riverside County, California.

The southwesterly line of said Northeasterly one-half of Lot 45 being parallel with the Northeasterly line of said lot.

Pursuant to that certain Director's Deed recorded in the Official Records of Riverside County on February 5, 1964, as Instrument No. 15042, a parcel of real property consisting of approximately 465 square feet was conveyed to the predecessors-in-interest of M.E.T. PROPERTIES, i.e., EDMOND L. MILLER aka EDMUND L. MILLER and MARY A. MILLER. At the time of the conveyance by the Director of Public Works, EDMOND L. MILLER aka EDMUND L. MILLER and MARY A. MILLER were fee owners of the real property that is described above. The real property conveyed by the Director's Deed is described in Exhibit "A" attached hereto and incorporated herein.

Presently the property described in Exhibit "A" remains in the names of EDMOND L. MILLER aka EDMUND L. MILLER and MARY A. MILLER. All taxes pertaining to said property have been paid by M.E.T. PROPERTIES and its predecessors-in-interest since February 5, 1964. M.E.T. PROPERTIES has recently filed suit in Riverside County Superior Court Case No. 203191 requesting quiet title to the subject real property.

M.E.T. PROPERTIES is attempting to develop the subject real property and for the purposes of complying with conditions imposed by the City of Riverside for the approval of the change of zone in Zoning Case No. R-40-889 and vacation of public street right-of-way in Vacation Case No. VAC-15-889, the undersigned hereby covenants and agrees with the City of Riverside as follows:

1. Until judgment is entered in favor of M.E.T. PROPERTIES on the lawsuit filed in the Riverside County Superior Court, Case No. 203191 for quiet title of the property identified in Exhibit "A", M.E.T. PROPERTIES agrees to provide access to the real property identified in Exhibit "A" to EDMOND L. MILLER aka EDMUND L. MILLER, MARY A. MILLER and their heirs, agents, assigns and representatives, over and across the real property described above. Said access shall be unrestricted and unlimited. This covenant and agreement shall run with the land and shall be binding upon M.E.T. PROPERTIES, their heirs, successors and assigns, and shall continue in effect until such time as there is entry of judgment for quiet title of the real property described in Exhibit "A" in favor of the undersigned and as this covenant and agreement is released by the City Council of the City of Riverside, State of California.

2. M.E.T. PROPERTIES further agrees to defend, indemnify and hold the City of Riverside, its agents, officers and employees harmless from any and all liabilities, losses or

EXHIBIT "A"

That portion of Lot 43 in Block 2 of ORANGE ACRES, per Map recorded in Book 13 of Maps, Page 7, in the Office of the County Recorder of said County, described as follows:

BEGINNING at the most Easterly corner of said Lot 43; thence along the Southeasterly line of said Lot, South 49° 50' 59" West 75.37 feet; thence, Course "A", North 33° 42' 24" West 6.00 feet; thence, Course "B", North 49° 33' 09" East 75.42 feet to the Northeasterly line of said Lot; thence along said Northeasterly line, South 33° 38' 56" East 6.41 feet to the POINT OF BEGINNING.

Containing 465 square feet, more or less.

EXCEPTING THEREFROM all minerals, oils, gases and other hydrocarbon by whatsoever name known that may be within or under the parcel of land hereinabove described, without, however, the right to drill, dig or mine through the surface thereof.

ALSO EXCEPTING AND RESERVING unto the State of California any and all rights of ingress to or egress from the land herein conveyed over and across those certain courses hereinabove designated as Courses "A" and "B", and also the Northeasterly prolongation of said Course "B" to the Northeasterly line of Harding Street (Lot B) as shown on said Map.

DESCRIPTION APPROVAL: 4, 9, 90

George P. Hutchinson
MAYOR, CITY OF RIVERSIDE

expenses, including attorneys' fees, claims or causes of action asserted by EDMOND L. MILLER aka EDMUND L. MILLER, MARY A. MILLER or their respective heirs, executors, administrators, legal representatives, successors or assigns relating to the access to and use of the real property identified in Exhibit "A" attached hereto.

The terms of this Covenant and Agreement may be enforced by the City of Riverside, its successors or assigns. Should the City bring an action to enforce any of its terms, the prevailing party shall be entitled to reasonable attorneys' fees, expert witnesses' fees and reasonable costs of suit.

IN WITNESS WHEREOF, the undersigned has caused this covenant and agreement to be executed the day and year first above written.

DESCRIPTION APPROVAL 4/5/90
George P. Hutchinson by OLL
SURVEYOR, CITY OF RIVERSIDE

APPROVED AS TO FORM

Clarice Surney
ASST. CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

M.E.T. PROPERTIES,
A General Partnership

BY: [Signature]
Elliott Luchs, General Partner

BY: [Signature]
MCP, Inc., General Partner
Mike Powers, President

BY: [Signature]
Douglas M. Denton, Jr., General Partner

On this 8th day of March, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Elliott Luchs, personally known to me to be one of the general partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESSED my hand and official seal.

[Signature]
M.J. Davila

COMMISSION EXPIRES: AUGUST 16, 1990
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