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City of Riverside
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Riverside, CA 92522

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William E. Stoney
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COVENANT AND AGREEMENT AND RELEASE
VAN BUREN BOULEVARD FUTURE MEDIAN
PARCEL MAP 17715

This Covenant and Agreement and Release is made and entered into this *15th* day of *February, 1985* by U-HAUL CO., OF SAN BERNARDINO, a California corporation, the fee owner of the real property located in the City of Riverside, County of Riverside, State of California, described as follows:

That portion of Lot 16, in Block 26 of the Village of Arlington, in the City of Riverside, County of Riverside, State of California, as per map recorded in Book 1, page 62 of Maps, in the Office of the County Recorder of San Bernardino County, California, described as follows:

BEGINNING at the most Easterly corner of said Lot 16, said corner being the intersection of the Southwest line of Van Buren Street (80.00 feet wide) with the Northwest line of Primrose Drive (formerly Hoag Street) (60.00 feet wide);

THENCE North $34^{\circ}01'53''$ West, 164.14 feet on the Northeast line of said Lot 16 to the most Northerly corner of the land described in the Deed to the City of Riverside, recorded December 22, 1972 as Instrument No. 168988 of Official Records of Riverside County, California;

THENCE South $55^{\circ}57'52''$ West, 4.00 feet on the Westerly line of said land so described to an angle point therein and the true point of beginning;

THENCE on said Westerly line the following 3 courses: South $34^{\circ}01'53''$ East, 151.14 feet on a line parallel with, and Southwesterly 4.00 feet from the Northeast line of said Lot 16, to an angle point in said Westerly line;

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THENCE South $10^{\circ}58'00''$ West, 14.14 feet on said Westerly line to an angle point therein;

THENCE South $55^{\circ}57'52''$ West, 165.89 feet;

THENCE leaving said Westerly line, on the Southeasterly prolongation of the Southwest line of the land described in Parcel 2 of the Deed to Louis B. Alessio et ux, recorded December 10, 1938 in Book 403, page 4 of Official Records of said Riverside County; and on said Southwest line, North $34^{\circ}01'53''$ West 161.14 feet to the most Westerly corner of said Parcel 2;

THENCE North $55^{\circ}57'52''$ East, 175.89 feet on the Northwest line of said Parcel to the TRUE POINT OF BEGINNING.

DESCRIPTION APPROVAL
George Antek 1/19/85 WF
Surveyor

C/A-121

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WITNESSETH:

WHEREAS, the property hereinabove described abuts the westerly side of Van Buren Boulevard, a 60-foot half-width street; and

WHEREAS, the City of Riverside plans to install a raised median within the center of Van Buren Boulevard; and

WHEREAS, the construction of said raised median will eliminate access to the above described property from the northbound lanes of said Van Buren Boulevard;

NOW, THEREFORE, in consideration of approval of Parcel Map 17715, the undersigned acknowledges and agrees for itself and its successors and assigns that the above-described property will not be served by an opening in the said raised median and releases the City of Riverside from any and all claims, demands, suits or actions that the undersigned may now or in the future have arising out of the construction of said median or the loss of access to the northbound lanes of Van Buren Boulevard.

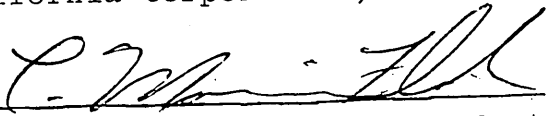
It is further covenanted and agreed that in the event the median in Van Buren Boulevard adjacent to the above described property is not constructed at such time as the subject property is leased, sold, transferred or conveyed to another, the undersigned shall give prior written notice to said party that the property will not be served by an opening in the median to be constructed in Van Buren Boulevard.

The terms of this Covenant and Agreement and Release may be enforced by the City of Riverside, its successors and assigns. Should the City of Riverside bring an action to enforce any of the terms of this Covenant and Agreement and Release, the undersigned hereby agrees to pay to the City said City's costs including reasonable attorneys' fees.

The Covenant and Agreement and Release shall run with the land and 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 has caused this Covenant and Agreement to be executed the day and year first above written.

U-Haul Co., of San Bernardino, a
California Corporation,


By: C. Marvin Flak, President

APPROVED AS TO FORM


ASST. CITY ATTORNEY

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