

CITY CLERK
City of Riverside
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Riverside, California 92522

43034

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FEB 25 1986

Recorded in Official Records
of Riverside County, California

William E. Smith
RECORDER
Fee \$

COVENANT AND AGREEMENT AND RELEASE
CHICAGO AVENUE FUTURE MEDIAN

This Covenant and Agreement and Release is made and entered into this 16th day of February, 1986, by Marvin J. Hawkins and Jo Ann Hawkins Trustees of the Hawkins Family Trust the owner(s) 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":

Parcel 1 of Record of Survey map on file in Book 42 Page 73 of Records of Survey, Records of Riverside County, California.

WHEREAS, the property hereinabove described abuts the westerly side of Chicago Avenue, a public street within the City of Riverside; and

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

WHEREAS, the construction of said raised median will eliminate access to said property from the northbound lanes of Chicago Avenue;

NOW, THEREFORE, in consideration of the approval by the City of Riverside of Zoning Case R-98-845, the undersigned acknowledges, and covenants and agrees for themselves, their heirs successors and assigns that the property will not be served by an opening in the raised median and hereby releases the City of Riverside, its officers and employees from any and all claims, demands, suits or actions that the undersigned, their 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 northbound lanes of Chicago Avenue

It is further covenanted and agreed that in the event the median is not constructed in Chicago Avenue adjacent to the property at such time as the property is leased, sold, transferred

RECEIVED APPROVED
Marvin J. Hawkins
Jo Ann Hawkins
2/25/86

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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 Chicago 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 attorneys' and expert witness' 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, their heirs, successors and assigns, and shall continue in effect until such time as released by the City Council of the City of Riverside, California.

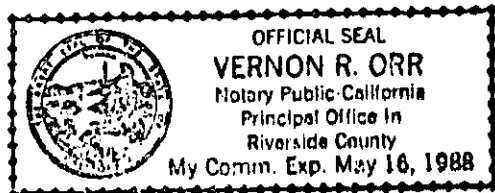
IN WITNESS WHEREOF, the undersigned have caused this Covenant and Agreement and Release to be executed the day and year first above written.

MARVIN J. HAWKINS and JO ANN HAWKINS
Trustees of the Hawkins Family Trust, dated
Marvin J. Hawkins January 6, 1982
Marvin J. Hawkins

✓ *Jo Ann Hawkins*
Jo Ann Hawkins

STATE OF CALIFORNIA

COUNTY OF Riverside } ss.



On this 21st day of February, in the year 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared Marvin J. Hawkins and Jo Ann Hawkins, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person I whose name I subscribed to the within instrument, and acknowledged to me that they executed it.

WITNESS my hand and official seal.

Vernon Orr
Notary Public in and for said State.

ACKNOWLEDGMENT - General - Wolcotts Form 233CA - Rev. 5-82
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APPROVED AS TO FORM
[Signature]
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