

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

CITY CLERK
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

RECEIVED FOR RECORD
Min. Past o'clock M.

AUG 16 1991

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$ 2.60

283811

COVENANT AND AGREEMENT AND RELEASE

THIS COVENANT AND AGREEMENT AND RELEASE is made and entered into this 6th day of August, 1991, by METROPOLITAN ESTATES CORPORATION, a Nevada corporation, the owners of record of the following described real property, hereinafter referred to as the "Property", situated in the City of Riverside:

That portion of the southwest 1/4 of the southwest 1/4 of Section 32, Township 2, South, Range 5 West, San Bernardino Meridian, according to the Official United States Government Survey, together with that portion of Lot 45 of Tract No. 2327, on file in Book 47, Pages 97 through 99 inclusive of Maps, records of said Riverside County, described as follows:

BEGINNING at the northwesterly corner of said Lot 45;

THENCE South 0° 26' 50" East, along the westerly line of said Lot 45, a distance of 147.62 feet to the beginning of a tangent curve concaving northeasterly and having a radius of 31.50 feet;

THENCE southerly to the left along said curve an arc length of 31.49 feet through a central angle of 57° 16' 28" to the South line of said lot;

THENCE North 89° 33' 10" East, along said South line and along a line which is parallel with and distant 55.00 feet northerly as measured at right angles from the centerline of Arlington Avenue, a distance of 445.08 feet to the beginning of a non-tangent curve concaving northwesterly and having a radius of 31.50 feet; the radial line of said non-tangent curve at said beginning bears South 33° 10' 22" East;

THENCE northeasterly to the left along said non-tangent curve an arc length of 24.70 feet

through a central angle of 44° 55' 36" to the beginning of a reverse curve concaving easterly and having a radius of 183.00 feet; the radial line of said reverse curve at said beginning bears North 78° 05' 58" West;

THENCE northeasterly to the right along said reverse curve an arc length of 21.55 feet through a central angle of 06° 44' 52" to the most southerly corner of Lot 38 of said Tract No. 2227;

THENCE North 74° 51' 50" West, along the southerly line of said Lot 38 and along southerly line of Lots 39 through 44 inclusive of said Tract 2227, a distance of 497.41 feet to said northwesterly corner of Lot 45 and to the POINT OF BEGINNING.

WHEREAS the Property hereinabove described abuts the north side of Arlington Avenue, a public street with a designated bikeway within the City of Riverside; and

WHEREAS the City of Riverside plans to install a striped bikeway along the portion of Arlington Avenue which abuts the Property at some future unspecified date; and

WHEREAS the City of Riverside has agreed that the undersigned may temporarily use the portion of Arlington Avenue which abuts the Property for on-street parking provided that the undersigned will remove and later replace the currently installed "No Parking" signs as required by the City of Riverside Traffic Engineer;

NOW, THEREFORE, the undersigned acknowledges and covenants and agrees for itself, its successors and assigns that the portion of Arlington Avenue, a public street, abutting the Property may be used for on-street parking until such time that the City of Riverside determines that a bike lane is to be implemented through Arlington Avenue and the City restripes that portion of the street accordingly.

IT IS FURTHER COVENANTED AND AGREED that when the City of Riverside installs the bike lane, then the undersigned, its successors and assigns will reinstall the "No Parking" signs, previously removed to permit the on-street parking, as required by the City of Riverside Traffic Engineer. The undersigned agrees that as the Property is leased, sold, transferred or conveyed to another, the undersigned shall give prior written notice to the grantee that the Property may not be served permanently by adjacent on-street parking and that "No Parking" signs must be reinstalled at the request of the City of Riverside as set forth herein.

The undersigned acknowledges and agrees for itself, its successors and assigns that the Property will not be served

DESCRIPTION APPROVAL: 8, 12, 91
George P. Hutchins
 SURVEYOR, CITY OF RIVERSIDE

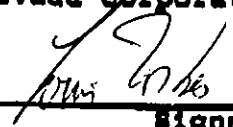
permanently by on-street parking and releases the City of Riverside, its officers and employees from any and all claims, demands, suits or actions that the undersigned, its successors or assigns may have, now or in the future, arising out of the installation of the bikeway or the loss of on-street parking on that portion of Arlington Avenue abutting the Property.

The terms of this 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 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, 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 and Release to be executed the day and year first written above.

METROPOLITAN ESTATES CORPORATION,
a Nevada corporation

By 
Signature

Louis Forbes, Treasurer
Name and Title

By 
Signature

Mary Lee-Poy, Vice-President & Controller
Name and Title

APPROVED AS TO FORM:


Assistant City Attorney

KG/3234A/jm
7/17/91

PROVINCE OF ONTARIO
CANADA

283811

On this 6th day of August, 1991 before me, the undersigned, a Notary Public in and for the Province of Ontario, personally appeared Mary Lee-Poy, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed this instrument as the Vice-President and Controller of Metropolitan Estates Corporation, a Nevada corporation, the Corporation that executed this instrument and acknowledged to me that such corporation executed this instrument pursuant to its by-laws or a resolution of its Board of Directors.

Subscribed and sworn before me on the above date.

WITNESS my hand and official seal.



Paul W. Hellen
Notary Public


My commission is unlimited as to time.

PROVINCE OF ONTARIO
CANADA

On this 6th day of August, 1991 before me, the undersigned, a Notary Public in and for the Province of Ontario, personally appeared Louis Forbes, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed this instrument as the Treasurer of METROPOLITAN ESTATES CORPORATION, a Nevada corporation, the Corporation that executed this instrument and acknowledged to me that such corporation executed this instrument pursuant to its by-laws or a resolution of its Board of Directors.

Subscribed and sworn before me on the above date.

WITNESS my hand and official seal.



Paul W. Hellen
Notary Public

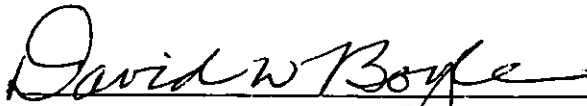
My commission is unlimited as to time.

283811

CANADA)
PROVINCE OF ONTARIO)
CITY OF TORONTO) SS:
CONSULATE GENERAL OF THE)
UNITED STATES OF AMERICA)

I, David W. Boyle, Vice Consul of the United States of America at Toronto, Ontario, Canada, duly commissioned and qualified, do hereby certify that Paul W. Hellen, whose signature and official seal are respectively signed and affixed to the attached document was, on the date thereof, a Notary Public in and for the Province of Ontario, duly commissioned and qualified, to whose official acts full faith and credit are due.

IN WITNESS WHEREOF I have hereunto affixed my signature and the Official Seal of this Consulate General, this 6th day of August, 1991.


DAVID W. BOYLE
Vice Consul of the
United States of America

RECORDING REQUESTED BY:

attached for legitimacy purposes

WHEN RECORDED MAIL TO:

283811

CITY CLERK
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

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DESCRIPTION APPROVAL

8, 16, 91
George P. Hutchinson
SURVEYOR, CITY OF RIVERSIDE

permanently by on-street parking and releases the City of Riverside, its officers and employees from any and all claims, demands, suits or actions that the undersigned, its successors or assigns may have, now or in the future, arising out of the installation of the bikeway or the loss of on-street parking on that portion of Arlington Avenue abutting the Property.

The terms of this 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 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, 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 and Release to be executed the day and year first written above.

METROPOLITAN ESTATES CORPORATION,
a Nevada corporation

By _____
Signature

Name and Title

By _____
Signature

Name and Title

APPROVED AS TO FORM:

Assistant City Attorney

KG/3234A/jm
7/17/91