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WHEN RECORDED MAIL TO:

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

RECEIVED FOR RECORD  
AT 8:00AM

NOV 20 1998

Recorded in Official Records  
of Riverside County, California

Recorder

Fees \$

30

Project: VC-001-989  
4401 Main Street  
Riverside, California

FOR RECORDER'S OFFICE USE ONLY

30/8

COVENANT AND AGREEMENT AND  
DECLARATION OF RESTRICTIONS



THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 2nd day of November, 1998, by HEIN H. DE WIT and PEGGY G. DE WIT, husband and wife as community property, hereinafter referred to as "Declarants" with reference to the following facts:

A. The Declarants are owners of real property situated in the City of Riverside, State of California, described as follows and hereinafter referred to as the "De Wit Parcel":

[See Exhibit A attached hereto and incorporated herein by this reference]

B. Declarants are owners of a business, Main Street Car Wash, located on the De Wit Parcel. The De Wit Parcel is adjacent to a portion of excess right-of-way, hereinafter referred to as "Property", that has been ordered vacated. The Property runs along the southerly side of Fourteenth Street, westerly of Main Street and is described as follows:

[See Exhibit B attached hereto and incorporated herein by this reference]

C. The vacation of the Property is subject to the reservation of certain utility easements, and the protection of all existing street trees as set forth in Resolution No. 19340. The vacation is also subject to the completion of certain conditions as follows: The Property and the air space above it shall not be put to any use or constructed upon whatsoever, including but not limited to, the parking of vehicles and the construction of buildings. Notwithstanding, the above condition, Declarants shall be allowed to maintain a freestanding identification sign, approved

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by the City of Riverside, which shall be maintained at all times. Declarants shall maintain an existing driveway and shall maintain landscaping pursuant to the City of Riverside Municipal Code provisions governing landscape setbacks.

D. As a condition of the completion of vacation case VC-001-989, the City of Riverside has required Declarants to execute and record a Covenant and Agreement accepting the conditions set forth below and releasing the City of Riverside and its officers and employees from liability related thereto. Said recorded Covenant and Agreement serves as a notice of the restrictions on the use of the vacated Property.

NOW, THEREFORE, for the purposes of complying with conditions imposed by the City of Riverside for the completion of the vacation of the Property and in consideration of such approval, Declarants hereby covenant and agree with the City of Riverside as follows:

1. Declarants shall never build upon nor develop the Property at any time unless released, in full or in part, as provided by the terms and conditions in Paragraph 6 as set forth below.

2. Declarants agree to limit the Property to use as a driveway, with maintenance of landscaping and the maintenance of a freestanding identification sign. The identification sign is subject to approval by the Planning Department and/or the Design Review Board.

3. Declarants agree to maintain the driveway, landscaping and the free standing identification sign on the Property at all times pursuant to City of Riverside Municipal Code regulations, and to maintain all landscaping and irrigation behind the sidewalk as shown on City of Riverside Site Improvement Plan No. R-3326 or as approved by the Design Review Board.

4. Declarants hereby agree to release the City of Riverside, its officers and employees from any and all claims, demands, suits or other actions that Declarants may now or in the future have arising out of or incurred as a result of their use and maintenance of the Property. Declarants for themselves and their heirs, successors and assigns waive any and all rights and benefits which they now have, or in the future may have, conferred upon them by virtue of the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

In this connection, Declarants agree, represent and warrant that

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*[Handwritten signature]*

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they are familiar with, have read, and understand Civil Code Section 1542, and they realize and acknowledge that factual matters now unknown to them may have given, or may hereafter give rise to claims, which are presently unknown, unanticipated and unsuspected, and Declarants further agree, represent and warrant that this release has been negotiated and agreed upon in light of that realization and that Declarants nevertheless intend to release, discharge and acquit the City of Riverside from any such unknown claims, which are in any way related to their use and maintenance of the Property or otherwise alleged to arise from the approval of the vacation of the excess portion of the Property along the southerly side of Fourteenth Street, westerly of Main Street, Case VC-001-989, located in the City of Riverside, as more fully described in Exhibit B attached hereto and incorporated herein by this reference.

5. The provisions of this Covenant and Agreement shall be enforceable at law or in equity by the City of Riverside. In the event of any legal or equitable proceeding for the enforcement of or to restrain a violation of this Covenant and Agreement, or any provision hereof, the prevailing party therein shall be entitled to reasonable attorney's fees in addition to any other costs to which such party is entitled.

6. This Covenant and Agreement and Declaration of Restrictions shall run with the land and each and all of its terms shall be binding upon Declarants, their heirs, successors and assigns, and shall continue in effect until such time as released by the Planning Director of the City of Riverside, California, by a writing duly recorded.

IN WITNESS WHEREOF Declarants have caused this Covenant and Agreement and Declaration of Restrictions to be executed the day and year first written above.

  
 HEIN H. DE WIT

  
 PEGGY G. DE WIT

Approved as to Content:

  
 Planning Department

Approved as to Form:

  
 Assistant City Attorney

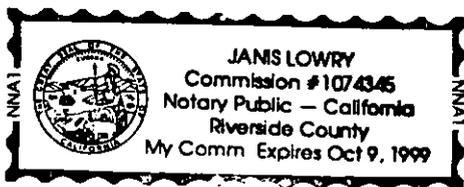
State of California )  
County of RIVERSIDE ) ss

On November 19, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared

PEGGY G. DE WIT

~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person (x) whose name (x) is/ ~~is~~ subscribed to the within instrument and acknowledged to me that he/ ~~she/they~~ executed the same in his/ ~~her/their~~ authorized capacity (ies), and that by his/ ~~her/their~~ signature (x) on the instrument the person (x), or the entity upon behalf of which the person (x) acted, executed the instrument.

WITNESS my hand and official seal.



Jans Lowry  
Signature

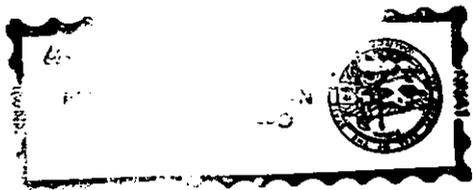
State of California )  
County of RIVERSIDE ) ss

On November 19, 1998, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared

HEIN H. De WIT

~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person (x) whose name (x) is/ ~~is~~ subscribed to the within instrument and acknowledged to me that he/ ~~she/they~~ executed the same in his/ ~~her/their~~ authorized capacity (ies), and that by his/ ~~her/their~~ signature (x) on the instrument the person (x), or the entity upon behalf of which the person (x) acted, executed the instrument.

WITNESS my hand and official seal.



Jans Lowry  
Signature

EXHIBIT "A"  
EXISTING DEWIT PARCEL

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

That portion of Lot 4 of the lands of the S.C.C. Association, as shown by map on file in Book 7, Page 3 of Maps, records of San Bernardino County, California, *together with* that portion of Magnolia and Stadium Avenues (vacated) *and* Lots 1 through 4 in Block 3 of Victoria Place, as shown by map on file in Book 5, Page 55 of Maps, records of said San Bernardino County, being bounded as follows:

ON the northeast by a line parallel with and distant 72.00 feet southwesterly, as measured at right angles, from the centerline of Fourteenth Street as shown by Parcel Map on file in Book 19, Page 98 of Parcel Maps, records of said Riverside County;

ON the northwest by the northeasterly prolongation of the northwesterly line of said Lot 2 in Block 3;

ON the southeast by the southwesterly line of said Lot 4 in Block 3;

ON the southeast by the following described line:

COMMENCING at the intersection of the centerline of Fifteenth Street with the centerline of Main Street as shown by said Parcel Map;

THENCE North 29°30'01" East (shown as N 28°47'10" E by said Parcel Map), along said centerline of Main Street, a distance of 355.09 feet to the southeasterly prolongation of said southwesterly line of Lot 4 in Block 3;

THENCE North 60°29'59" West, along said southeasterly prolongation of the southwesterly line of Lot 4 in Block 3, a distance of 33.00 feet to the most westerly corner of that certain parcel of land described in deed to the City of Riverside by document recorded February 3, 1978, as Instrument No. 22413 of Official Records of said Riverside County, and the *POINT OF BEGINNING* of this line description;

THENCE North 29°30'01" East, along the northwesterly line of said parcel of land, a distance of 213.43 feet to the most southerly corner of that certain parcel of land described in Grant Deed to the City of Riverside by document recorded January 22, 1996, as Instrument No. 23151 of Official Records of said Riverside County;

THENCE continuing North 29°30'01" East, along the westerly boundary of said last mentioned parcel of land, a distance of 68.71 feet to the beginning of a non-tangent curve concaving westerly, having a radius of 41.50 feet and from which the radius bears North 74°57'08" West;

THENCE northerly to the left along said curve, continuing along said westerly boundary, and along the northerly prolongation of said westerly boundary, through a central angle of 8°45'41" an arc length of 6.35 feet to said line parallel with and distant 72.00 feet southwesterly, as measured at right angles, from the centerline of Fourteenth Street and the *END* of this line description.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.



Mark S. Brown 8/17/98 Prep. MB  
Mark S. Brown, L.S. 5655 Date  
License Expires 9/30/99

EXHIBIT "B"  
 PORTION OF 14th STREET  
 PROPOSED FOR VACATION

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

All that portion of Lot 4 of the lands of the S.C.C. Association, as shown by map on file in Book 7, Page 3 of Maps, and that portion of Lot 1 in Block 3 of Victoria Place, as shown by map on file in Book 5, Page 55 of Maps, both records of San Bernardino County, California, being bounded as follows:

ON the northeast by a line parallel with and distant 50.00 feet southwesterly, as measured at right angles, from the centerline of Fourteenth Street as shown by Parcel Map on file in Book 19, Page 98 of Parcel Maps, records of Riverside County, California;

ON the northwest by the northeasterly prolongation of the northwesterly line of Lot 2 in Block 3 of Victoria Place, as shown by map on file in Book 5, Page 55 of Maps, records of said San Bernardino County;

ON the southwest by a line parallel with and distant 72.00 feet southwesterly, as measured at right angles, from said centerline of Fourteenth Street;

ON the southeast by the following described line:

COMMENCING at the intersection of the centerline of Fifteenth Street with the centerline of Main Street as shown by said Parcel Map;

THENCE North 29°30'01" East (shown as N 28°47'10" E by said Parcel Map), along said centerline of Main Street, a distance of 568.52 feet to the beginning of a tangent curve concaving southeasterly and having a radius of 500.00 feet;

THENCE North 60°29'59" West, a distance of 33.00 feet to the southwesterly terminus of that certain curve having a radius of 533.00 feet as described in deed to the City of Riverside by document recorded February 3, 1978, as Instrument No. 22413 of Official Records of said Riverside County;

THENCE North 29°30'01" East, parallel with the northeasterly prolongation of the previously described portion of said centerline of Main Street and along the westerly boundary of that certain parcel of land described in Grant Deed to the City of Riverside by document recorded January 22, 1996, as Instrument No. 23151 of Official Records of said Riverside County, a distance of 68.71 feet to the beginning of a non-tangent curve concaving westerly, having a radius of 41.50 feet and from which the radius bears North 74°57'08" West;

THENCE northerly to the left along said curve, along said westerly boundary of the parcel of land described in document recorded January 22, 1996, and along the northerly prolongation

of said westerly boundary, through a central angle of  $8^{\circ}45'41''$  an arc length of 6.35 feet to said line parallel with and distant 72.00 feet southwesterly, as measured at right angles, from the centerline of Fourteenth Street;

THENCE North  $60^{\circ}17'09''$  West, along said parallel line, a distance of 0.81 of a foot to the *POINT OF BEGINNING* of this line description;

THENCE North  $17^{\circ}10'07''$  West, a distance of 32.19 feet to said line parallel with and distant 50.00 feet southwesterly, as measured at right angles, from the centerline of Fourteenth Street and the *END* of this line description.

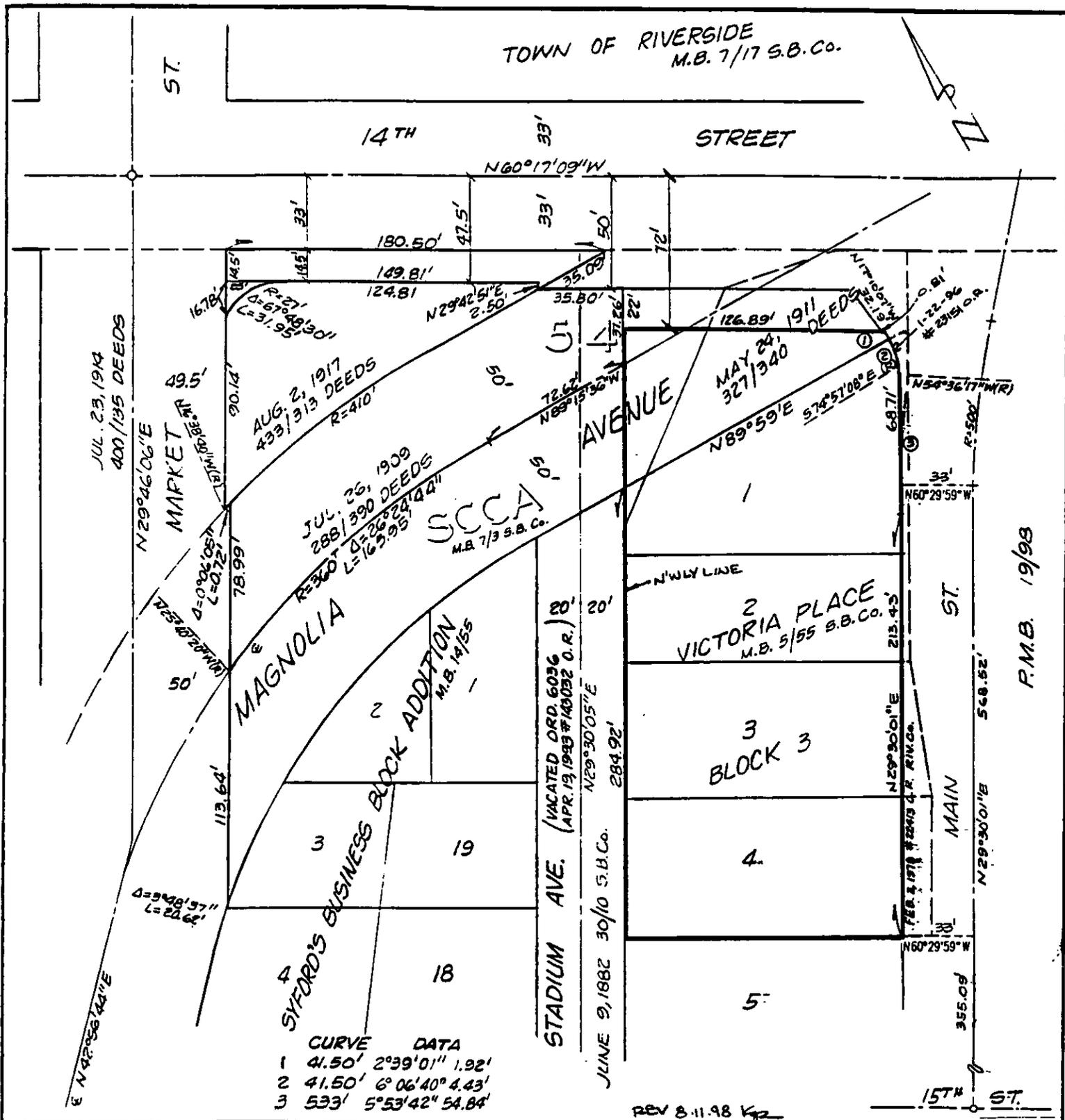
This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Mark S. Brown 8/14/98 Prep. Kop  
 Mark S. Brown, L.S. 5655                      Date  
 License Expires 9/30/99



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• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

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SCALE: 1" = 125'

DRAWN BY Kgg DATE 3/17/95

SUBJECT VC-001-989

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