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Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



WHEN RECORDED MAIL TO:

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

Project: 3283 Main Street  
Riverside, California 92501  
APN 213-072-006

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COVENANT AND AGREEMENT AND  
DECLARATION OF RESTRICTIONS ON  
FUTURE USES OF THE PROPERTY

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THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 21 day of November, 2002, by **DALE A. ZIKRATCH and LINDA E. ZIKRATCH**, husband and wife, individually and dba **DALE'S AUTO REPAIR**, ("Declarants"), with reference to the following facts:

A. Declarants are the fee owners of that certain real property ("the Property") situated at 3283 Main Street (APN #213-072-006) in the City of Riverside, County of Riverside, State of California, and more particularly described in Exhibit "A" attached hereto.

B. As part of a settlement of a lawsuit filed in Riverside Superior Court Case No. RIC 363444, regarding an ongoing dispute between Declarants and the City, concerning the use of the property, Declarants are willing to enter into and record a covenant and agreement restricting present and future uses of the Property.

NOW, THEREFORE, for the purposes of complying with a condition imposed by the City of Riverside for the continuing current use of the property, Declarants hereby covenant and agree with the City of Riverside that the following restrictions shall apply to the Property:

1. The Property is subject to the following restrictions on any future use:

A. Five years after December 31, 2002, the business known as Dale's AutoRepair located on the property at 3283 Main Street, shall cease to exist as an auto repair facility at that location.

B. Notwithstanding Riverside Municipal Code section 19.36.020, from the date of execution until December 31, 2007, Dale's Auto Repair may continue with its current utilization of the Property for automotive repair, including the use of the two existing hydraulic lifts located outside the existing enclosures.

- C. Any and all rights, including but not limited to any legal non-conforming rights, to use of the property for the purposes of automotive-related activities, including but not limited to automotive repair, sales and installation of tires, sales of auto parts, sale of vehicles, new and used, are hereby forfeited, waived and relinquished effective December 31, 2007, and continuing thereafter.
- D. Effective December 31, 2007, and continuing thereafter, any and all rights to conduct automotive-related activities as described herein on the Property shall cease.
- E. Any and all rights to use of the property for the purposes of automotive-related activities as described herein shall cease upon the sale or transfer of the business.

2. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City of Riverside, its successors or assigns. Should the City of Riverside bring an action to enforce the terms of the Covenant and Agreement and Declaration of Restrictions, the prevailing party shall be entitled to reasonable costs of suit.

3. 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.

4. Any person, whether an individual, corporation, association, partnership or otherwise, who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property shall be deemed to have consented and agreed to the restrictions on the use of the Property as set forth hereinabove.

FURTHER, Declarants and each of them hereby represent and warrant that they have the legal power, right and actual authority to subject the Property to the restrictions, terms and conditions stated herein.

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

APPROVED AS TO FORM AND CONTENT:  
REYNOLDS, JENSEN & SWAN, LLP

By [Signature]  
Barry R. Swan  
Attorneys for Dale's Auto Repair,  
Dale A. Zikratch and Linda E. Zikratch

[Signature]  
Dale A. Zikratch, individually and dba  
Dale's Auto Repair

[Signature]  
Linda E. Zikratch, individually and dba  
Dale's Auto Repair

APPROVED AS TO FORM:

[Signature]  
Deputy City Attorney

APPROVED AS TO CONTENT:

[Signature]  
Planning Department



STATE OF CALIFORNIA )  
 )  
COUNTY OF RIVERSIDE )

On Nov. 21, 2002, ~~2002~~, before me, Lisa Boebinger, Notary, the undersigned, a notary public in and for said State, personally appeared Linda Zikratch ~~— Dale A. Zikratch &~~ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
Notary Public

