

388465

WHEN RECORDED MAIL TO:

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

PROJECT: LANDSCAPE SETBACK -- GLENCOE DRIVE  
In conjunction with Tract 27654

RECEIVED FOR RECORD  
AT 12:00 O'CLOCK

OCT - 4 1993

Recorded in Official Records  
of Riverside County, California

Recorder  
Fees \$17

COVENANT AND AGREEMENT  
FOR LANDSCAPE MAINTENANCE

THIS COVENANT AND AGREEMENT is made and entered into this <sup>30th</sup> day of  
*September*, 1993, by JERRY J. KURR and MARILYN C. KURR,  
("Declarants"), with reference to the following facts:

A. Declarants are the fee owners of the real property (the  
"Property") located in the City of Riverside, State of California,  
described as follows:

All of Lot 10 of Belmont Tract No. 1, as shown by map on file  
in Book 14 of Maps, at Page 32 thereof, Records of Riverside  
County, California.

EXCEPTING THEREFROM the northeasterly 8.00 feet of said Lot  
10, as conveyed to the City of Riverside by deed recorded August  
13, 1971 as instrument No. 91694, Official Records of Riverside  
County, California

TOGETHER WITH that portion of Lot 11 of said Belmont Tract  
No. 1, described as follows:

Beginning at the most westerly corner of said Lot 11;  
Thence N.55°59'57"E. along the northwesterly line of said Lot  
11, a distance of 65.00 feet;

Thence S.07°01'42"E. a distance of 12.31 feet;

Thence southwesterly on a non-tangent curve concave  
southeasterly, having a radius of 43.00 feet, through an angle of  
66°30'32", an arc length of 49.91 feet, (the initial radial line  
bears N.07°01'42"W.);

Thence S.09°41'03"W. a distance of 18.21 feet to the  
southwesterly line of said Lot 11;

Thence N.33°55'26"W. along said southwesterly line a distance  
of 29.30 feet to the point of beginning.

DESCRIPTION APPROVAL:

*10/1/93*  
*George P. Hutchinson*  
SURVEYOR, CITY OF RIVERSIDE

B. As a condition of approval of Tract Map 27654, which is adjacent to and southerly of Declarants' Property, landscaping must be installed and maintained on a 20 foot landscape setback area adjacent to the cul de sac bulb of Glencoe Drive as shown on Exhibit 1, attached hereto and made a part hereof by this reference.

C. As the strip of property on which the 20 foot landscape requirement was placed is being transferred to Declarants by the way of a parcel map waiver, Declarants are willing to install and maintain the requested landscaping.

NOW, THEREFORE, incorporating the above recitals for valuable consideration receipt of which is hereby acknowledged, Declarants hereby covenant and agree with the City of Riverside as follows:

1. Declarants shall at their sole cost and expense install or cause to be installed landscaping on the 20-foot landscape setback area along the frontage of Glencoe Drive, a public street, as shown on Exhibit 1 attached hereto and made a part hereof by this reference. The landscaping shall be installed in accordance with plans approved by the Planning Department of the City of Riverside. The landscaped area shall be maintained in a healthy and attractive condition according to recognized horticultural standards and to the reasonable satisfaction of the City of Riverside.

2. Declarants hereby agree to and shall defend, indemnify and hold harmless the City of Riverside, its officers and employees from any and all liabilities, expenses, claims or causes of action arising out of or alleged to be caused by or resulting from the planting, care, maintenance, condition or existence of landscaping installed by Declarants pursuant to this Covenant and Agreement; provided that the City of Riverside shall promptly give notice of any such claim to Declarants.

3. The responsibilities and related costs as set forth above shall be appurtenant to the Property as above described.

4. The terms of this Covenant and Agreement 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 hereof, the prevailing party shall be entitled to costs of suit, including reasonable attorney's fees.

5. This Covenant and Agreement shall run with the land and each and all of the terms shall be binding upon Declarants, their heirs, successors and assigns, and shall not be modified, amended or terminated without the prior written consent of the City Council of the City of Riverside.

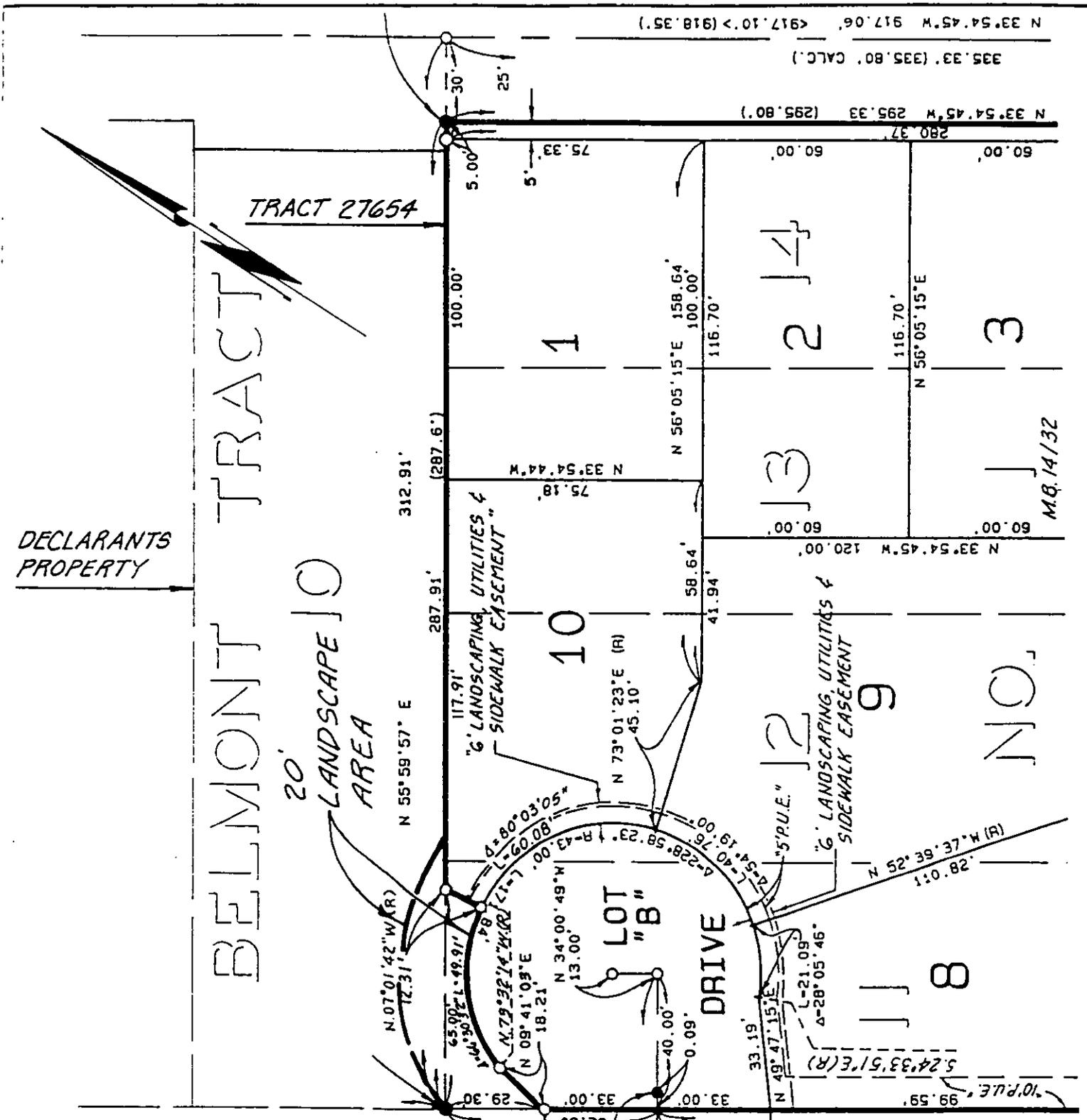


EXHIBIT 1 TO LANDSCAPING COVENANT AND AGREEMENT

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	92-12845(P)
SCALE: 1" = 40'	DRAWN BY <u>MDM</u> DATE <u>4/23/93</u>	SUBJECT: COVENANT & AGREEMENT/LANDSCAPE MAINT.

X

IN WITNESS WHEREOF, Declarants have caused this Covenant and Agreement to be duly executed this day and year first above written.

Jerry J. Kurr  
Jerry J. Kurr

Marilyn C. Kurr  
Marilyn C. Kurr

APPROVED AS TO CONTENT:

Jeffrey A. Berlin  
Planning Department

APPROVED AS TO FORM:

Barbara P. [Signature]  
Assistant City Attorney