

126852

RECORDING REQUESTED BY:

PLANNING DEPARTMENT  
Office of Historic Preservation  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522

RECEIVED FOR RECORD  
AT 8:00 AM

MAR 26 1999

Recorded in Official Records  
of Riverside County, California

Recorder

Fees \$

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WHEN RECORDED MAIL TO:

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

This Instrument is for the benefit of the City of Riverside and is entitled to be recorded without a fee. (Govt. Code § 6103)

Project: City of Riverside Landmark Plaque #75  
3241 Mary Street  
Riverside, California 92506

COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS  
FOR DISPLAY AND MAINTENANCE OF LANDMARK PLAQUE

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 8th day of March, 1996, by TRACY A. WILSON AND MONIQUE R. I. WILSON, husband and wife as joint tenants (owner) and the CITY OF RIVERSIDE, a municipal corporation of the State of California (City), with reference to the following facts:

A. Owner is the fee owner of the real property 3241 Mary Street, Riverside, CA 92506 (the "Property"), located in the City of Riverside, County of Riverside, State of California, described in Exhibit A, attached hereto and incorporated herein by this reference.

B. City has designated the Property, which is located at 3241 Mary Street, Riverside, California, a City of Riverside Landmark and has agreed to issue a bronze landmark plaque in recognition of the cultural significance of this Property or the structures located thereon to the heritage of the City of Riverside.

C. Owner agrees that said plaque shall remain the personal property of City, notwithstanding its placement upon or fixation to the Property. In accepting said plaque from City, Owner will mount and display the plaque in a location that is visible from the public right-of-way in accordance with the terms set forth herein.

NOW, THEREFORE, incorporating the above recitals and in consideration of the issuance of a bronze landmark plaque designating the subject Property and/or the structures located thereon a City Landmark, Owner hereby covenants and agrees with City as follows:

1. Owner agrees to accept a bronze landmark plaque issued by the City which is customized to identify the designated City Landmark located at the Property and agrees to display said plaque in accordance with this Covenant and Agreement within sixty (60) days from the date of its issuance by City.

2. Owner agrees that said bronze plaque is to be mounted and displayed at a location on the Property which is clearly visible from the public right-of-way and owner agrees to install and maintain landscaping surrounding the plaque in a manner appropriate to the historical significance and importance of the property and as by the Planning Director of City or the designated representative of the Planning Director.

3. Owner acknowledges that said bronze plaque is and shall remain the property of the City and has a replacement value of three hundred dollars (\$300).

4. Owner agrees that if the plaque is not displayed in the landscaped exterior of the Property as set forth herein, then at the sole discretion of City, City may repossess said plaque or alternatively, Owner shall pay to City the sum of three hundred dollars (\$300) to be paid within ten (10) days from the date of written notice to the owner by the City for the loss or destruction of the plaque.

5. Owner hereby grants City an Irrevocable Right of Entry to enter upon the landscaped exterior yard of the Property which is adjacent to the public right-of-way for the limited purpose of enforcement of the terms of this Covenant and Agreement and Declaration of Restrictions, including the repossession of the plaque.

6. City agrees that Owner has no obligation to provide public access to the Property by Owner's acceptance of said bronze plaque and that this Covenant and Agreement and Declaration of Restrictions imposes no additional restrictions or improvements to the Property other than those set forth herein and as required by the Riverside Municipal Code.

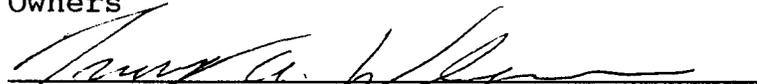
7. Owner agrees to release the City, its officers and employees from any and all liabilities, expenses, claims or causes of action arising out of or alleged to be caused by or resulting from the display and maintenance of said bronze plaque on the Property.

8. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by City, its successors and assigns. Should City bring an action to enforce any of the terms hereof, the prevailing party shall be entitled to costs of suit, including reasonable attorneys' fees.

9. This Covenant and Agreement and Declaration of Restrictions shall run with the land and each and all terms shall be binding upon Owner, his/her/their successors, heirs and assigns, and shall not be modified, amended or terminated without the prior written consent of the Planning Director of the City of Riverside duly recorded.

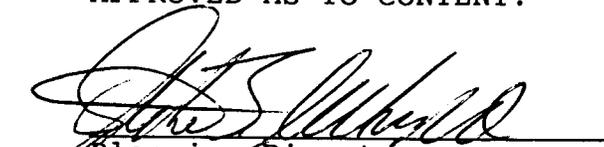
IN WITNESS WHEREOF the Owner has caused this Covenant and Agreement and Declaration of Restrictions to be executed the day and year first above written.

Owners

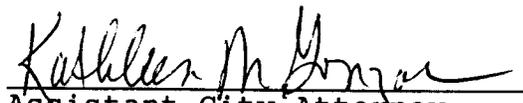
  
Tracy A. Wilson

  
Monique R.I. Wilson

APPROVED AS TO CONTENT:

  
Planning Director

APPROVED AS TO FORM:

  
Assistant City Attorney

**EXHIBIT A**

3241 Mary Street  
Landmark #75

Legal Description:

Parcel 1 of Parcel Map 20370 as per map on file in book 129 pages 6 and 7 of Parcel Maps,  
Records of Riverside County California.

DESCRIPTION APPROVAL 7/16/97  
  
SURVEYOR CITY OF RIVERSIDE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

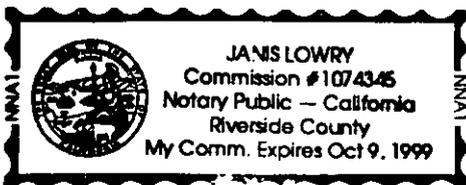
State of California

County of Riverside

On 3-8-96 before me, Janis Lowry  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared TRACY A. WILSON & MONIQUE R.I. WILSON  
Name(s) of Signer(s)

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(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Janis Lowry  
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Covenant and Agreement

Document Date: 3-8-96 Number of Pages: 4

Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)

Signer's Name: TRACY A. WILSON

- Individual
- Corporate Officer
- Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: MONIQUE R.I. WILSON

- Individual
- Corporate Officer
- Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

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