

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

Project: Parcel Map 26933

256047

RECEIVED FOR RECORD
AT 12:00 O'CLOCK

JUL 10 1992

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$ 17-

Wilma Blundy

COVENANT AND AGREEMENT
FOR MAINTENANCE OF STREET TREES
AND INDEMNIFICATION

17
4

THIS COVENANT AND AGREEMENT is made and entered into this 19th day of June, 1992, by LAWRENCE GLIDEWELL and WILMA GLIDEWELL, husband and wife ("Declarants") with reference to the following facts:

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

Parcels 1 and 2 of parcel Map 26933 as shown by map on file in Book 176 of Parcel Maps at pages 1 through 2 thereof, records of Riverside County, California.

The Property is situated at the easterly corner of Rubidoux Avenue and Via Dos Caminos.

B. The Property, consisting of approximately 0.56 acres is currently developed with a single family residence. Declarants by Parcel Map 26933 propose to divide the Property into two parcels for residential purposes.

C. In its conditions of approval for Parcel Map 26933, the City of Riverside (the "City") is requiring Declarants to install a sidewalk on Via Dos Caminos adjacent to the property line to transition at new driveway to curbside continuing to Rubidoux Avenue; to dedicate right-of-way to forty feet from centerline on Rubidoux Avenue and install a sidewalk at property line, and to install new street trees in accordance with the specifications of the Park and Recreation Department.

D. During the review and processing of Parcel Map 26933 and the related street improvement plans it was determined by the Park and Recreation Department of City that three (3) long established fruit trees and one (1) stump and one (1) established mimosa tree are planted within twenty-five

DESCRIPTION APPROVAL 6/22/92
James P. Hild
SURVEYOR, CITY OF RIVERSIDE

(25) feet of right-of-way on Via Dos Caminos adjacent to the Property. As the Public Works Department of City has conditioned Parcel Map 26933 with the requirement that a six foot sidewalk be installed, the Park and Recreation Department would ordinarily require the removal of the fruit trees as not in compliance with its Street Tree Policy and due to the close proximity of the fruit trees to the proposed sidewalk.

E. At the request of Declarants, the Park and Recreation Department of City is willing to vary its Street Tree Policy to allow the existing fruit trees and stump to remain provided that Declarants assume responsibility for the maintenance of such trees and stump and the liability. Declarants are willing to assume that liability and to execute and record a Covenant and Agreement so providing.

NOW, THEREFORE, incorporating the above recitals and in consideration of the Park and Recreation Department of City allowing the existing fruit trees and mimosa tree to remain in the right-of-way of Via Dos Caminos adjacent to the Property, Declarants hereby covenant and agree with the city as follows:

1. Declarants shall at their sole cost and expense maintain the existing fruit trees and mimosa tree located in the Via Dos Caminos right-of-way adjacent to Property as shown on the plat attached hereto as Exhibit A and incorporated herein by this referenced according to recognized horticultural standards and the reasonable satisfaction of the Park and Recreation Department. Declarants shall be responsible for the trimming, watering and fertilizing of the trees, and harvesting of the fruit from the trees and the maintenance of the sidewalk and surrounding area in a neat and clean condition. In the event that one or more of said trees die, neither the City nor the Declarants shall replace any of the existing fruit trees or the mimosa.

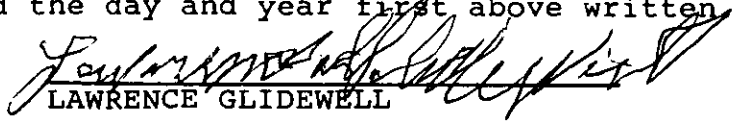
2. Declarants hereby agree to and shall defend, indemnify and hold harmless the City, its officers and employees from any and all liabilities, expenses, claims or causes of action arising out of or alleged to be caused by or resulting from the existence, care, maintenance, condition or existence of the fruit trees and stump and mimosa tree as shown on Exhibit A; provided, however, City shall promptly give notice of any such claims or commencement of lawsuit

3. In the event the Declarants shall sell or otherwise convey either parcel comprising the Property, the responsibilities and related costs as set forth hereinabove shall be appurtenant to the adjacent parcel.

4. The terms of this Covenant and Agreement may be enforced by the City, its successors and assigns. Should the 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.

6. 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 Park and Recreation Director of the City duly recorded.

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

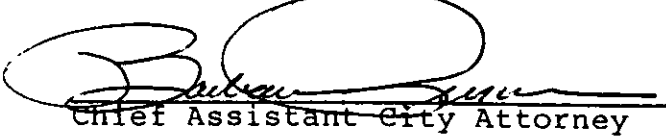

LAWRENCE GLIDEWELL


WILMA GLIDEWELL

APPROVED AS TO CONTENT:


Park and Recreation Director

APPROVED AS TO FORM:


Chief Assistant City Attorney

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

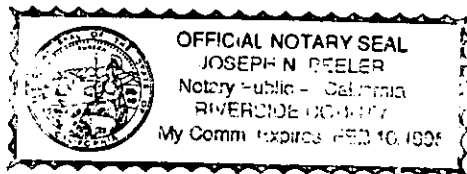
On this 19th day of JUNE, 1992, before me,
JOSEPH N. BEELER, the undersigned Notary,
Public, personally appeared LAWRENCE GLIDEWELL AND
WILMA GLIDEWELL

personally known to me

proved to me on the basis of satisfactory
evidence

to be the person(s) whose name(s) ARE subscribed to the
within instrument, and acknowledged that THEY executed it.

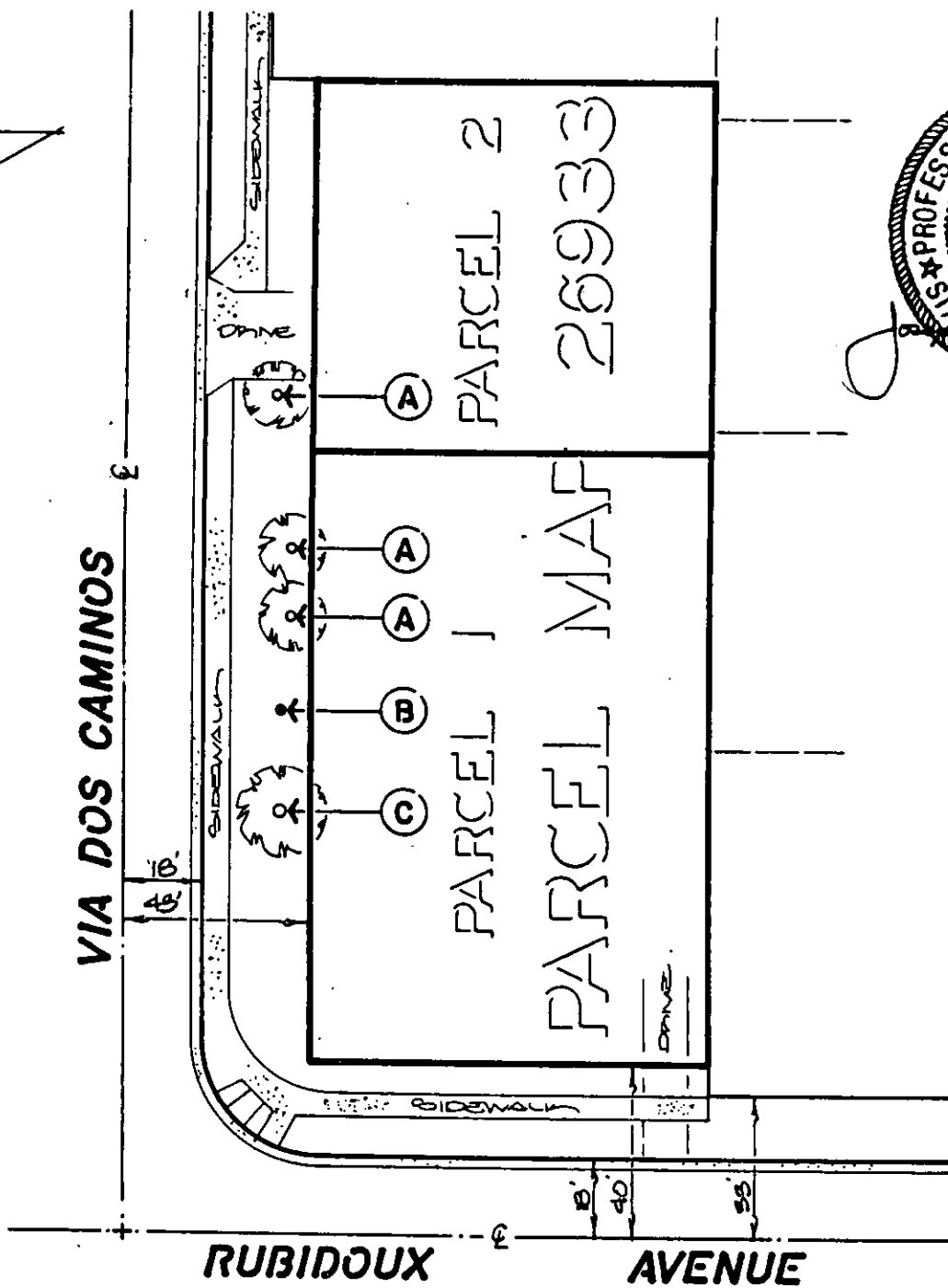
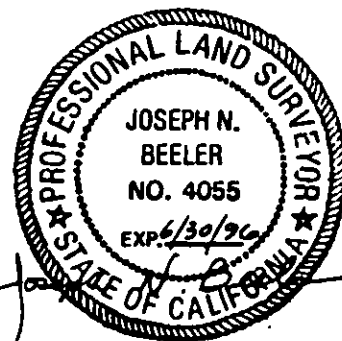
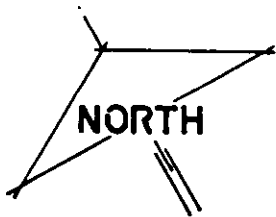
WITNESS my hand and official seal.



Joseph N. Beeler
Notary's Signature

EXHIBIT A

256047



LEGEND

- (A) - LONG ESTABLISHED FRUIT TREE.
- (B) - STUMP.
- (C) - ESTABLISHED MIMOSA TREE.

CITY OF RIVERSIDE, CALIFORNIA

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

SHEET 1 OF 1

SCALE: 1"=40'

DRAWN BY *[Signature]* DATE 6/4/92

SUBJECT EXHIBIT A / COVENANT & AGREEMENT..