

126854

RECORDING REQUESTED BY:

PLANNING DEPARTMENT
City of Riverside

WHEN RECORDED MAIL TO:

CITY CLERK
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 \$

C
KB

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 #35
3115 Brockton
Riverside, California

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 18 day of June, 1998, by ELEANOR J. FREEMAN (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 (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 3115 Brockton Av., Riverside, California, a City of Riverside Landmark based on its historic and cultural significance, and has agreed to issue a bronze landmark plaque in recognition of the significance of this Property and the structures located thereon to the heritage of the City of Riverside.

C. Owner agrees that in accepting said plaque from City, Owner will cause the plaque to be displayed in a location that is visible from the public right-of-way so that members of the community can be informed of the property's historical significance.

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 ninety (90) days from the date of its issuance by City.

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

3. 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.

4. 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 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.

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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


ELEANOR J. FREEMAN

APPROVED AS TO CONTENT:


Planning Director

APPROVED AS TO FORM:


Assistant City Attorney

KMG/abs
05/14/98

EXHIBIT A

Landmark No. 35
3115 Brockton Av.

Riv MB 7/17 SB
Beg 55 Ft S of NE Cor S 110 Ft x W 164 Ft
Blk 1 R11

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of RIVERSIDE

On JUNE 18, 1998 before me, JANIS LOWRY

DATE

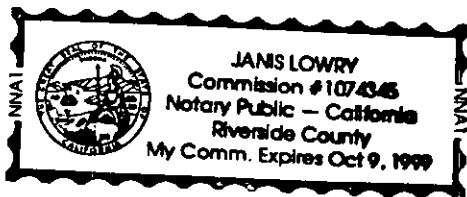
NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared ELEANOR J. FREEMAN

NAME(S) OF SIGNER(S)

[] personally known to me OR - [X] 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.

Signature of Janis Lowry, SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- [] INDIVIDUAL
[] CORPORATE OFFICER

TITLE(S)

- [] PARTNER(S) [] LIMITED
[] GENERAL

- [] ATTORNEY-IN-FACT
[] TRUSTEE(S)
[] GUARDIAN/CONSERVATOR
[] OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

Handwritten notes: 244, C/A 63B