

AGREEMENT FOR MAINTENANCE OF PARKWAYS (ICI)
FOR INDIVIDUAL COMMERCIAL/INDUSTRIAL PROPERTIES

Case Number _____

IP Number _____

_____, ("OWNER")
and the COUNTY OF RIVERSIDE ("COUNTY") enter into the following agreement.

RECITALS

_____ is the owner and developer of that property tentatively designated and named the _____, which is more particularly described in Exhibit "A" attached hereto; and which has the following legal description:

WHEREAS, certain parkways belonging to the County are located contiguous to or within said property, which parkways are solely and more particularly described in Exhibit "A" attached hereto ("Parkways"); and

WHEREAS, the OWNER desires to improve such Parkways as a method of enhancing the value of the property; and

WHEREAS, the OWNER and the COUNTY wish to establish an agreement respecting the permanent maintenance of such Parkways;

THEREFORE, upon the mutual promises of the parties and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Duties of the OWNER. _____ shall improve the Parkways by landscaping the Parkways in a clean and attractive manner and shall install an irrigation system for the purposes of watering such Parkways. The OWNER shall obtain the approval of the Director of Transportation of the landscaping plan and the irrigation system prior to installation

thereof. Following the completion of the installation of the landscaping and the installation of the irrigation system, OWNER shall maintain the Parkways in a clean and

attractive condition. The costs and expenses involved in the installation of the landscaping and irrigation system and the costs and expenses of maintaining the Parkways shall be borne entirely by OWNER with no cost or expense to the COUNTY.

2. Liability for Negligence. OWNER agrees to indemnify, defend and save the COUNTY, its authorized agents, officers, representative and employees, harmless from and against any and all penalties, liabilities or loss resulting from claims or court action and arising out of any accident, loss or damage to persons or property happening or occurring as a proximate result of any work undertaken pursuant to this Agreement, including any allegation that the landscaping caused, or contributed to causing, death or injury to person or property.

3. Covenant to Cooperate. OWNER covenants that it shall cooperate with the COUNTY should COUNTY determine that it is necessary, at a later time, to perform any work in the Parkways. This covenant of cooperation includes but is not limited to removing or relocating, at COUNTY option, all or part of the landscaping and/or the irrigation system for the purpose of accommodating the construction.

4. County Ordinance No. 461. _____ and the COUNTY acknowledge that County Ordinance No. 461, as amended from time to time (the "Ordinance") has been promulgated by the COUNTY and that such Ordinance creates certain restrictions and responsibilities upon those seeking an encroachment permit. The parties hereby incorporate the terms and provisions of such Ordinance by this reference herein the same as if set forth in its entirety. _____ shall obtain all permits required by Ordinance No. 499 prior to commencing any work within the right of way.

5. Amendments. Any amendments to this Agreement shall be made only by the written approval of both of the parties hereto.

6. California Law. It is the intention of the parties that the laws of the State of California govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties.

7. Parties in Interest. Each and all of the covenants, terms, provisions, and agreements herein contained shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

8. Integrated Agreement. This agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and there are no agreements, undertakings, restrictions, or warranties among the parties other than those set forth herein and herein provided for.

DATED: _____,

COUNTY OF RIVERSIDE

TRANSPORTATION DEPARTMENT

Alan D. French, P.E.

For Director of Transportation

DATE: _____

RECORD OWNERS (MUST BE NOTARIZED)

BY _____
