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.

R E C I T A L S

___________________________________ 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.** The parties presently contemplate the construction of sidewalks upon the subject parkways. However, OWNER covenants that it shall cooperate with the COUNTY should COUNTY determine that it is necessary, at a later time, to require improvements upon any of 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 of improvements.

4. **County Ordinance No. 499.** and the COUNTY acknowledge that County Ordinance No. 499, 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: ____________________, DATED:________________
COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT
_____________________________                                                _______________________
Alan D. French, P.E., P.L.S.                                                                             ATTEST
For Director of Transportation

DATE: ______________________
RECORD OWNERS (MUST BE NOTARIZED)
BY  ________________________
________________________________________