

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

Case Number MS4314

IP Number 160020

Perris Union High School District, ("OWNER")
and the COUNTY OF RIVERSIDE ("COUNTY") enter into the following agreement.

RECITALS

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

PARCEL 1: (PORTION OF APN: 466-210-040-9)

PARCEL A OF LOT LINE ADJUSTMENT NO. 5355 RECORDED JANUARY 11, 2010 AS INSTRUMENT NO. 2010-0010216 OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS: PARCELS 2 AND 3 AND LOTS "L" AND "K" OF PARCEL MAP NO. 10277, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 46, PAGE 8 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THOSE PORTIONS OF SAID PARCEL 2 AND LOT "L" LYING WEST OF A LINE THAT IS PARALLEL WITH AND DISTANCE 527.39, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID PARCEL 2.

PARCEL 2: (PORTION OF APN: 466-210-040-9)

LOTS "H" OF PARCEL MAP NO. 10277, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 46, PAGE 8 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3: (APN: 466-210-037-7)

PARCEL 4 AND LOTS "G" OF PARCEL MAP NO. 10277, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 46, PAGE 8 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

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. Perris Union High School District 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. Perris Union High School District 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. Perris Union High School District 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

Mark P Hughes

ATTEST

For Director of Transportation

DATE: 9/14/2020

RECORD OWNERS (MUST BE NOTARIZED)

BY 

Deputy Superintendent

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Riverside }
On September 14, 2020 before me, Helene Astorga, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Candace Reines
Name(s) of Signer(s)

who 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.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____



Exhibit A

OFFICIAL PLAN FOR THE
CITY OF PORTLAND PROJECT
[PROJECT NAME]
DATE: _____
AC: _____ FILE: _____ AS: _____
DATE: _____

ROW LANDSCAPE

NO. DATE: _____
DATE: _____
PROJECT NO.: 13008
DATE: 04-15-09

