

When recorded return to:

City Clerk's Office
10J Civic Center Plaza
Lompoc, CA 93438

(Record at request of the City)

90-025144

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Official Records
County of
Santa Barbara
Kenneth A Pettit
Recorder
1:00pm 16-Apr-90

Rec Fee 13.00
Check 13.00

MR 5

(For use of recorder only)

CITY OF LOMPOC
COVENANT AND AGREEMENT FOR LANDSCAPING

Community Development
Dept. No. DR 88-25

Central Plaza II
(209 & 217 West Central Avenue)

THIS AGREEMENT is made by Central Plaza II Maintenance Association,
hereinafter referred to as "Property Owner" or "Property Owner and Tenant".

RECITALS

THIS AGREEMENT IS BASED UPON THE FOLLOWING FACTS:

1. Property owner is the owner of, and tenant is the lessee or occupant of, the real property in the City of Lompoc (hereinafter called "City") described in Exhibit "A" attached hereto and made a part hereof by reference;
2. "Landscaping" is defined as: plantings, irrigation lines and improvements such as walls, fences and ornamental paving or other like site improvements;
3. "Landscaping Plan" is the City approved plan on landscaping;
4. On September 13, 19 88, the City Planning Commission granted Development Plan approval, in accordance with the Zoning Ordinance of the City of Lompoc and by the terms of said grant property owner or "property owner and tenant" was required to install and maintain landscaping on the property described in Exhibit "A" in accordance with a landscape plan approved by the City on June 22, 1989, a copy of which is on file in the Community Development Department and which is identified on Exhibit "A" and incorporated by reference herein as though set forth in full;
5. The undersigned recognize that the installation and maintenance of landscaping is an integral part of the property owner's plan for development of the property and complying with the architectural review conditions and landscaping conditions imposed by the City as a requirement of the development of the property will materially benefit the property.

NOW, THEREFORE, IN CONSIDERATION OF APPROVAL OF SAID PLAN AND ISSUANCE OF Building PERMIT THE UNDERSIGNED AGREE AS FOLLOWS:

LANDFORM1

GMS

1. Purpose. The purpose of this agreement is to assure installation of the landscaping in accordance with the approved landscaping plan and continued maintenance and care of the landscaping.
2. Duty to Maintain Landscaping. Property owner or property owner and tenant agree to diligently maintain and care for the landscaping which property owner or property owner and tenant shall install, using generally accepted methods for cultivation and watering. Property owner or property owner and tenant will maintain that standard of care necessary to prevent the landscaping from deteriorating. At a minimum, all vegetation shall be maintained free from physical damage or injury from lack of water, excess chemical fertilizer or other toxic chemical, blight or disease and such vegetation or those which show signs of such damage or injury at any time shall be replaced by the same, or approved similar or substitute vegetation of a size, form and character which will be comparably equal at full growth.
3. City May Maintain Landscaping. Property owner or property owner and tenant agree that if the property owner or property owner and tenant fail to meet the standard of maintenance necessary to keep the landscaping in a healthy condition as determined by the Community Development Director, the City may elect to take the steps necessary to assure that the landscaping is maintained and cared for. The cost thereof shall be paid by the undersigned and unpaid amounts shall be a lien upon the property described in Exhibit "A". To do this, the City shall serve a notice of its intent to enter the premises for this purpose. The City shall either personally serve the notice upon the property owner or property owner and tenant or mail a copy of it to the property owner's or property owner's and tenant's last known address or as shown on tax rolls, at least 15 days in advance of the date when it intends to enter the premises. A single notice regarding regular maintenance is sufficient notice of regular entry for maintenance. For this purpose, the City may enter upon the property and perform such work as it considers reasonably necessary and proper to restore and maintain the landscaping. The City may act either through its own employees or through a contractor.
4. Remedies. The City may bring legal action to enforce performance of the duties described herein or in the alternative may bring action to collect the sums due as the result of the making of expenditures for restoration and maintenance of landscaping. The property owner agrees that if legal action by the City is necessary, the property owner will pay the City reasonable attorney's fees and court costs, together with interest from the date on which legal action is commenced.
5. Notices. Notices to the property owner shall be addressed to him at
1059 Summit Road, Santa Barbara, CA 93101

Notices to the tenant shall be addressed to him at Central Plaza II
Maintenance Association, c/o Ayla Brown Realtors, 129 W. Central Ave., Ste.6
Lompoc, CA 93436

6. Miscellaneous Terms and Provisions.
 - (a) If any provision of this contract is adjudged invalid, the remaining provisions of it are not affected.
 - (b) Notice to property owner or property owner and tenant shall be considered to have been given when sent to address stated above by certified or registered mail.

LANDFORM2

(c) Property owner or property owner and tenant appoint the City as attorney-in-fact, to do all acts and things which the City considers necessary to restore or maintain said landscaping.

(d) If there is more than one signer of this agreement, their obligations are joint and several.

7. Agreement Attached to Land. This agreement pertains to and runs with the real property described in Exhibit "A". This agreement is a covenant running with the land binding the successors in interest of each of the parties to it and is in favor of the City and its' property. Property owner or property owner and tenant agree to notify, or cause to be notified, the immediate successors in interest of the existence of this agreement and to that purpose this agreement may be recorded. Property owner also agrees to notify, or cause to be notified, the City of Lompoc within 30 days of any change in title of the real property described in Exhibit "A", and further agrees to pay the City of Lompoc any and all amounts falling due within the same period of time.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the eleventh day of April, 19 90 at ~~Lompoc~~ Santa Barbara California.

Leonard J. Haimovitz and Sophia Haimovitz, co-trustees of the Leonard J. and Sophia Haimovitz Family Trust dated January 12, 1987

APPROVED:

City of Lompoc

Leonard J. Haimovitz, Trustee

Aileen T. Pelotas
Name

Sophia Haimovitz, Trustee
Property Owner

Acting Associate Planner
Title

Tenant (Lessee or Occupant)

ATTEST:

(The above signatures are to be notarized.)

Marcus S. Becking
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney



CAL-375 (Rev. 8-82) Ack. Individual

STATE OF CALIFORNIA }
COUNTY OF Santa Barbara } ss.

On this the eleventh day of April, 1990, before me the undersigned, a Notary Public in and for said County and State, personally appeared Leonard J. and Sophia Haimovitz, co-trustees of the Leonard J. and Sophia Haimovitz Family Trust dtd. 1-12-87, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

[Signature]
Signature of Notary

FOR NOTARY SEAL OR STAMP



STATE OF CALIFORNIA)
COUNTY OF SANTA BARBARA) ss.
On this 12th day of April in the year
one thousand nine hundred and Ninety
before me MAUREEN BOSKING
Notary Public, personally appeared ARLEEN PELSTER

known to me to be the ACTING ASSOCIATE PLANNER
of the City of Lompoc and known to me to be the persons who
executed the within instrument on behalf of said Public Corpora-
tion, Agency or Political Subdivision, and acknowledged to me that
such Political Subdivision executed the same.

Maureen Bosking
Notary Public in and for the County
of Santa Barbara, State of California
My Commission Expires May 17, 1991

COVENANT & AGREEMENT
FOR LANDSCAPING
APN 93-050-75
209 & 217 West Central Avenue

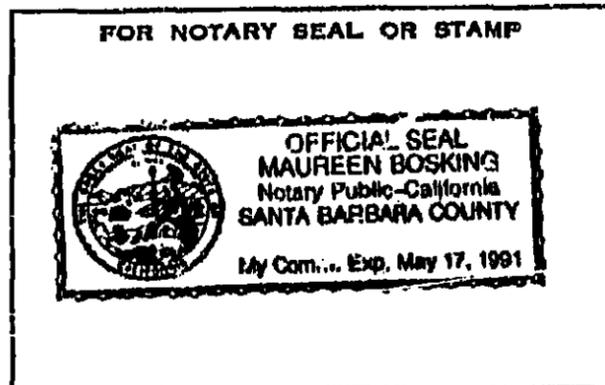


EXHIBIT "A"
COVENANT AND AGREEMENT FOR LANDSCAPING

Community Development
Dept. No. DR 88-25

DESCRIPTION OF LAND:

Assessor's Parcel No. 93-050-75
Address or Location 209 and 217 West Central Avenue, Lompoc, CA
Legal Description A portion of Farm Lot 19, Rancho Lompoc Subdivision, as per plat shown in Record Map Book 1, Page 45, records of Santa Barbara County Recorder, Santa Barbara, California

IDENTIFICATION OF LANDSCAPE PLAN:

Said plans on file with the Building Department Office, City of Lompoc.

(Said plan may be changed at any time upon agreement of City of Lompoc and landowner.)

Leonard Haimowitz, Trustee

Sophia Haimowitz, Trustee
Property Owner

Tenant