

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Town of Atherton
91 Ashfield Road
Atherton, CA 94027

(Space Above This Line for Recorder's Use Only)
[Exempt from recording fee per Gov. Code § 27383]

LANDSCAPE SCREENING AGREEMENT

(PRINT OR TYPE LEGIBLY USING BLACK INK ONLY)

This Landscape Screening Agreement ("Agreement") made and entered into in duplicate by and between the Town of Atherton, a California municipal corporation, hereinafter referred to as "Town" and _____ [Name(s) EXACTLY as Recorded on Title] whose address is _____, hereinafter referred to without regard to gender or number as "Owner."

W I T N E S S E T H

WHEREAS, Owner is the record legal owner of the subject parcel of real property and, which said premises are commonly known as:

Address Street City/State/Zip

Assessor's Parcel Number
(APN): _____

WHEREAS, Section 17.50.020 of the Atherton Municipal Code provides, among other things, that new construction exceeding eighteen feet above grade; or an accessory structure that exceeds six feet above grade and less than twenty-five feet from a property line; or an accessory structure that exceeds ten feet above grade and less than thirty-five feet from a property line shall comply with Chapter 17.50;

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Owner acknowledges that before final inspection or issuance of a certificate of occupancy (unless delay is authorized by the Building Official) that Owner has complied with Chapter 17.50, all required landscape screening shall be installed in strict accordance with Town ordinances and in conformance with those certain approved plans dated _____, hereinafter referred to as the "Approved Plans."
2. Owner agrees to maintain all required planting, new and existing, as shown on the Approved Plans, in a healthy growing condition and whenever necessary, replace said planting with plant materials approved by the Building Official to provide continued conformance with Approved Plans.
3. This Agreement shall be binding upon and inure to the benefit of the successors, heirs and assigns of the parties hereto.
4. This Agreement shall be recorded with the Recorder of the County of San Mateo, and shall become effective upon recordation, and thereafter remain in full force and effect until the parties hereto have signed an agreement to the contrary.

IN WITNESS WHEREOF the parties have signed this Agreement the day and year indicated opposite their respective signatures.

Dated: _____

Print Name _____

Signature of Owner _____

Dated: _____

Print Name _____

Signature of Owner _____

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____, (*here insert name and title of the officer*) personally appeared _____, 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.

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 _____

(Seal)