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City Hall, 3900 Main Street
Riverside, CA 92522

Planning Case: P09-0600

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Peter Aldana
County Of Riverside
Assessor-County Clerk-Recorder

APNs 151-290-020 and 151-380-048

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COVENANT AND AGREEMENT
ESTABLISHING NOTIFICATION PROCESS AND RESPONSIBILITY FOR
WATER QUALITY MANAGEMENT PLAN IMPLEMENTATION AND MAINTENANCE

THIS COVENANT AND AGREEMENT FOR WATER QUALITY MANAGEMENT PLAN IMPLEMENTATION AND MAINTENANCE is made and entered into this 26th day of May, 2015, by Wal-Mart Real Estate Business Trust ("Declarant"), with reference to the following facts:

A. Declarant is the fee owner of the real property (the "Property") situated in the City of Riverside, County of Riverside, State of California, and legally described in Exhibit "A", which is attached hereto and incorporated within by reference.

B. Declarant has applied to the City of Riverside ("City") for the expansion and parking lot redevelopment of the existing Walmart located at 5200 Van Buren Boulevard. The Work includes building demolition, building construction, pavement demolition, asphalt paving, concrete paving, concrete curbs, landscaping, and site utilities.

C. As a condition of approval and prior to the map recordation and/or issuance of any permits, the City is requiring Declarant to execute and record an agreement stating that the future property owners shall be informed of the requirements to implement and maintain the Best Management Practices ("BMPs") as described in the approved project specific Water Quality Management Plan.

D. Declarant intends by this document to comply with the conditions imposed by the City and to impose upon the Property mutually beneficial restrictions, conditions, covenants and agreements for the benefit of Property.

NOW, THEREFORE, for the purposes of complying with the conditions imposed by the City of Riverside for the approval of Planning Case P09-0600, Declarant hereby declares

Stormwater Covenant 000(s)
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C/A 1212W

that the Property is and hereafter shall be held, conveyed, transferred, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the following declarations, limitations, covenants, conditions, restrictions and easements, all of which are imposed as equitable servitudes pursuant to a general plan for the development of the Property for the purpose of enhancing and protecting the value and attractiveness of the Property, and each Parcel thereof, in accordance with the plan for the improvement of the Property, and to comply with certain conditions imposed by the City for the approval of P09-0600, and shall be binding and inure to the benefit of each successor and assignee in interest of each such party. Any conveyance, transfer, sale, assignment, lease or sublease made by Declarant of a Parcel of the Property shall be and hereby is subject to all the provisions of the Covenant and Agreement including, but not limited to, all the covenants, conditions, restrictions, limitations, grants of easement, rights, rights-of-way, and equitable servitude contained herein.

1. This Covenant and Agreement hereby establishes a notification process for future individual property owners to ensure they are subject to and adhere to the Water Quality Management Plan implementation measures and that it shall be the responsibility of the Declarant, its heirs, successors and assigns to implement and maintain all Best Management Practices (BMPs) in good working order.

2. Declarant shall use its commercially reasonable efforts to diligently implement and maintain all BMPs in a manner assuring peak performance at all times. All reasonable precautions shall be exercised by Declarant, its heirs, successors and assigns, in the removal and extraction of any material(s) from the BMPs and the ultimate disposal of the material(s) in a manner consistent with all relevant laws and regulations in effect at the time. As may be requested from time to time by the City, Declarant, its heirs, successors and assigns shall provide the City with documentation identifying the material(s) removed, the quantity, and disposal destination.

3. In the event Declarant, or its heirs, successors or assigns, fails to undertake the maintenance contemplated by this Covenant and Agreement within thirty (30) days of being given written notice by the City, or fails to complete any maintenance contemplated by this Covenant and Agreement with reasonable diligence, the City is hereby authorized to cause any maintenance necessary to be completed and charge the entire cost and expense to the Declarant or Declarant's successors or assigns, including administrative costs, reasonable attorneys fees and interest thereon at the maximum rate authorized by the Civil Code from the date of the notice of expense until paid in full. As an additional remedy, the Public Works Director may withdraw any previous urban runoff-related approval with respect to the Property on which BMPs have been installed and/or implemented until such time as Declarant, its heirs, successors or assigns, repays to City its reasonable costs incurred in accordance with this paragraph.

4. Any person who now or hereafter owns or acquires any fee interest in or to any parcel of the Property shall be deemed to have consented and agreed to every covenant, condition, restriction and easement contained herein.

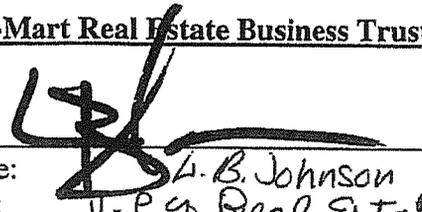
5. In addition, each of the provisions hereof shall operate as covenants running with the land for the benefit of the Property and each Parcel thereof and shall inure to the benefit of all owners of the Parcels thereof, their successors and assigns in interest, and shall apply to and bind each successive owner of each Parcel, their successors and assigns in interest.

6. The terms of this Covenant and Agreement may be enforced by the City, its successors or assigns, and by any owner of the Parcels of the Property. Should the City or any owner bring an action to enforce any of the terms of this Covenant and Agreement, the prevailing party shall be entitled to costs of suit including reasonable attorneys' fees.

7. Subject to the prior written approval of the City by its Public Works Director, any provision contained herein may be terminated, modified or amended as to all of the Property or any portion thereof. No such termination, modification or amendment shall be effective until there shall have been executed, acknowledged and recorded in the Office of the Recorder of Riverside County, California, an appropriate instrument evidencing the same including the consent thereto by the City.

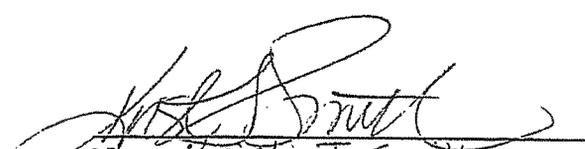
IN WITNESS WHEREOF, Declarant has caused this Covenant and Agreement to be executed as of the day and year first written above.

Wal-Mart Real Estate Business Trust


Name: L. B. Johnson
Title: V.P. of Real Estate

Name:
Title:

APPROVED AS TO FORM:


Name: Kristi J. Smith
Deputy City Attorney

APPROVED AS TO CONTENT


Name: Thomas Boyd
Public Works Department:

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 Arkansas
COUNTY OF Benton

On May 26 2015 before me, Jane Bennett, Notary Public personally appeared D. B. Johnson, 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 Jane Bennett (Seal)

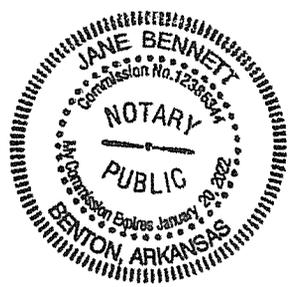


EXHIBIT A
(Legal Description)

The land referred to herein is situated in the State of California, County of Riverside, described as follows:

That portion of the East half of the Northeast quarter of the Southeast quarter of Section 1, Township 3 South, Range 6 West, of the Rancho La Sierra, in the City of Riverside, County of Riverside, State of California, as per map recorded in Book 6 Page 70 of Maps, records of said County, described as follows:

Commencing at the east one-quarter corner of said Section 1, as shown by record of survey on file in Book 80 Page 14 of record of surveys, records of said Riverside County; said corner also being on the center line, of Van Buren Boulevard, as shown by said record of survey; thence South 0°17'40" West, along said centerline, a distance of 202.71 feet; thence North 89°42'20" West, a distance of 60.00 feet to a point on a line which is parallel with and distant 60.00 feet Westerly, as measured at right angles, from said centerline; said point also being the point of beginning; thence South 0°17'40" West, along said parallel line, a distance of 137.23 feet; thence South 4°06'31" West, a distance of 135.30 feet to a line which is parallel with and distant 69.00 feet Westerly, as measured at right angles, from said centerline; thence South 0°17'40" West, along said parallel line, a distance of 190.02 feet; thence South 89°42'20" East, a distance of 9.00 feet to said parallel line lying 60.00 feet westerly of said centerline; thence South 0°17'40" West, along said parallel line, a distance of 326.66 feet to a point hereinafter referred to as point a; thence North 89°42'20" West, a distance of 200.00 feet; thence South 45°17'20" West, a distance of 12.71 feet; thence South 0°17'40" West, a distance of 196.20 feet to the southerly line of that certain parcel of land described in deed recorded September 8, 1950, in Book 1203, Page 116 of Deeds, Official Records of said Riverside County; thence South 89°39'39" West, along said southerly line, a distance of 42.00 feet to the southwestly corner of said parcel of land, thence South 0°17'40" West, a distance of 135.00 feet to the most southerly line of that certain parcel of land described in deed recorded March 26, 1946, in Book 737, Page 218, et seq., of Deeds, official records of said Riverside County; thence South 89°39'39" West, along said southerly line, a distance of 349.76 feet to the easterly boundary of Sierra Foothills No. 11, as shown by Map on file in Book 39, Pages 15 through 17, inclusive, of map, records of said Riverside County; thence North 0°18'15" East, along said easterly boundary, a distance of 753.69 feet; thence North 0°17'19" East, continuing along said easterly boundary, a distance of 373.50 feet to the northerly line of that certain parcel of land shown by said record of survey; thence North 89°41'54" East along said northerly line, a distance of 600.67 feet to the point of beginning. Said land is also described as Parcel 1 of that certain certificate of compliance recorded April 14, 1993 as Instrument No. 138082 official records.

DESCRIPTION APPROVAL:



CURTIS C. STEPHENS, L.S. 7519 DATE
CITY SURVEYOR

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