

WHEN RECORDED MAIL TO:

City Clerk
City of Riverside
City Hall, 3900 Main Street
Riverside, CA 92522

Planning Case: P05-1188 and P05-1190

DOC # 2010-0057910

02/08/2010 08:00A Fee:33.00

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Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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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 3rd day of February, 2010, by ARLINGTON - VAN BUREN INVESTMENT, LLC, a California limited liability company ("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 a Conditional Use Permit and Design Review for a Walgreens proposed at 6444 Van Buren Boulevard, Riverside, CA.
- 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 Cases P05-1188 and P05-1190, Declarant hereby declares that the Property is and hereafter shall be held, conveyed, transferred, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the

C/A 1195W

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 P05-1188 and P05-1190, 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 deemed to incorporate by reference 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 best 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 twenty-one (21) 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 right, title or 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, lessee or tenant of the Parcels of the Property. Should the City or any owner, lessee or tenant 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.

Arlington – Van Buren Investment, LLC, a California limited liability company

ARLINGTON – VAN BUREN INVESTMENT, LLC,
a California Limited Liability Company

By: Its Sole and Managing Member
LAURUS REALTY INVESTMENTS, LLC,
an Illinois Limited Liability Company

By: Its Managing Member
SCN/REI HOLDINGS, LLC,
an Illinois Limited Liability Company

By: Stuart C Nathan
Stuart C. Nathan
Its Sole and Managing Member

APPROVED AS TO FORM:

APPROVED AS TO CONTENT

Kristi J. Smith
Name: Kristi J. Smith
Deputy City Attorney

Kevin Marstall
Name: Kevin Marstall
Public Works Department:



STATE OF ILLINOIS)
)
COUNTY OF COOK)

On February 3, 2010, before me, Mindy Soranno, Notary Public, personally appeared Stuart C. Nathan, 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 Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Mindy Soranno (SEAL)
Notary Public Signature



STATE OF)
)
COUNTY OF)

On _____, before me, _____, Notary Public, 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 _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (SEAL)



C/A 1195W

EXHIBIT "A"
PROPERTY DESCRIPTION

PARCEL "A"

IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 36, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, AS SHOWN ON MAP SHOWING A SUBDIVISION OF THE RANCHO LA SIERRA ON FILE IN BOOK 6, PAGE 70 OF MAPS, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36, AS SAID CORNER IS SHOWN UPON A RECORD OF SURVEY ON FILE IN BOOK 15, PAGE 39 OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, SAID CORNER BEING THE INTERSECTION OF THE CENTERLINE OF ARLINGTON AVENUE AND VAN BUREN BOULEVARD, AS SHOWN ON SAID RECORD OF SURVEY; THENCE, ALONG SAID CENTER LINE OF ARLINGTON AVENUE, NORTH 89°40' WEST, 20.00 FEET TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG SAID CENTERLINE OF ARLINGTON AVENUE, NORTH 83°10' WEST, 99.88 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF THAT CERTAIN DRAINAGE RIGHT OF WAY CONVEYED TO THE CITY OF RIVERSIDE BY DEED RECORDED APRIL 19, 1910 IN BOOK 304, PAGE 103 OF DEEDS, RECORDS OF SAID COUNTY; THENCE LEAVING SAID CENTERLINE, NORTH 27°38'20" WEST, 72.78 FEET ALONG THE SAID SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF SAID DRAINAGE RIGHT OF WAY, TO A POINT IN THE NORTHERLY LINE OF THE PROPERTY GRANTED TO THE CITY OF RIVERSIDE AS SHOWN IN THE GRANT DEED RECORDED OCTOBER 27, 2008 AS DOCUMENT NO. 2008-0571474 OF OFFICIAL RECORDS, SAID POINT BEING THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE, NORTH 27°38'20" WEST, 273.66 FEET TO AN ANGLE POINT; THENCE NORTH 32°27'20" WEST, 451.58 FEET TO THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE SOUTHEASTERLY BOUNDARY OF PARCEL 1150-1E, SHOWN AS BEING "N 57°31'53" E, 64.86" PER THE RECORD OF SURVEY ON FILE IN BOOK 60, PAGES 11 THROUGH 14 OF RECORDS OF SURVEYS, RECORDS OF SAID COUNTY; THENCE ALONG SAID COURSE, NORTH 57°32'29" EAST, 65.00 FEET TO THE NORTHEASTERLY LINE OF THE LAND DESCRIBED IN A GRANT DEED RECORDED DECEMBER 4, 2009 AS DOCUMENT No. 2009-0627029, OFFICIAL RECORDS OF SAID COUNTY; THENCE LEAVING SAID COURSE AND ALONG SAID LINE, SOUTH 32°27'35" EAST 244.82 FEET TO THE NORTHERLY LINE OF PARCEL 1 SHOWN IN THE GRANT DEED RECORDED APRIL 18, 1977 AS INSTRUMENT NO. 65298 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHERLY LINE, SOUTH 89°42'05" EAST, 273.87 FEET TO A LINE PARALLEL WITH AND 65.00 FEET WESTERLY OF THE CENTERLINE OF SAID VAN BUREN BOULEVARD; THENCE ALONG SAID PARALLEL LINE, SOUTH 00°17'55" WEST, 427.49 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 96°32'05" AN ARC LENGTH OF 50.55 FEET TO SAID NORTHERLY LINE OF DOCUMENT NO. 08-0571474 OF OFFICIAL RECORDS; THENCE, ALONG SAID NORTHERLY LINE, NORTH 83°10'00" WEST, 55.31 FEET TO THE **TRUE POINT OF BEGINNING**.

EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.




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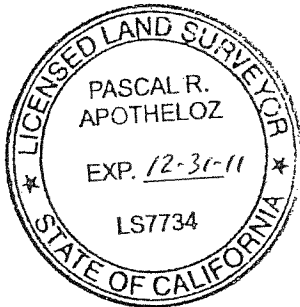
SUBJECT TO ALL COVENANTS, CONDITIONS, RIGHTS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD IF ANY.

THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY SUPERVISION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

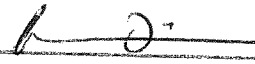


PASCAL APOTHELOZ P.L.S. 7734
REGISTRATION EXPIRES 12-31-11

1-18-10
DATE



DESCRIPTION APPROVAL

BY:  1/20/10
DATE

FOR: MARK S. BROWN
CITY SURVEYOR



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EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"

PARCEL 1150-1E
R.S. 15/11-14



SCALE: 1"=100'

EASTERLY LINE OF LAND
CONVEYED TO V.G. VIAL BY DEED
RECORDED JULY 27, 1955
AS INST. NO. 49044, O.R.

NORTHEASTERLY LINE OF LAND
DESCRIBED IN DEED RECORDED
DECEMBER 04, 2009 AS DOC.
NO. 2009-0627029, O.R.

PCL. 1
INST. 65298 O.R.

PARCEL "A"

VAN BUREN BLVD.

S.E. 1/4
FRACTIONAL SEC. 36,
T2S., R.6W.
SHOWN ON MAP OF
RANCHO LA SIERRA
M.B. 6/70

SW'LY LINE OF
DRAINAGE EASEMENT
RECORDED 4-19-10
304/100-103 DEEDS

ARLINGTON AVENUE

DEED REC. 10/27/08
DOC. NO. 08-0571471, O.R.

PCL. 2
INST.
65298 O.R.

DEED REC. 10/27/08
DOC. NO. 08-0571475, O.R.

DELETED LINE
DELETED LINE
DELETED LINE

T.P.O.B.

$\Delta = 96^{\circ}32'05''$
 $R = 30.00'$
 $L = 50.55'$

DEED REC. 10/27/08
DOC. NO. 08-0571474, O.R.

P.O.C.
S.E. COR. FRACTIONAL SEC. 36

C/A 1195W
SHEET 1 OF 1

L010 000/010 02/08/08 06:00H
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EXHIBIT "B"
PROPERTY DESCRIPTION
RIVERSIDE, CALIFORNIA

DRC DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 N. Riverview Drive, Ste. 100
Anaheim Hills, California 92808
(714) 685-6860