

DOC # 2011-0175428

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Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

WHEN RECORDED MAIL TO:

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



Planning Case: P10-0083

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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 _____ day of _____, 20__, by Grae La Sierra, 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 Walgreens, Planning Case numbers P10-0083 and P10-0084.

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 P10-0083, 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 following declarations, limitations, covenants, conditions, restrictions and easements, all of which are imposed as

C/A 1202 W

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 P10-0083, 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.

C/A 1202 W

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.


Grae La Sierra, LLC, a California Limited Liability Company



Name: Rick Edwards
Title: Managing Member


Name:
Title:

APPROVED AS TO FORM:


Name: Kristi J. Smith
Deputy City Attorney

Supervising

APPROVED AS TO CONTENT


Name: Kevin Marstall
Public Works Department:

C/A 1202W

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

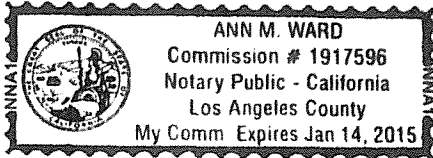
State of California

County of LOS ANGELES

On MARCH 16, 2011 before me, ANN M. WARD, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared RECK EDWARDS
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.



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]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Individual

Partner — Limited General Partner — Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

C/A 1202 W

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A:


THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING PORTIONS OF PARCELS 3 AND 4 OF PARCEL MAP NO. 35997, RECORDED IN PARCEL MAP BOOK 230, PAGES 8 THROUGH 13, OFFICIAL RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 3; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 3 SOUTH 33°38'23" EAST 299.00 FEET; THENCE DEPARTING SAID EASTERLY LINE SOUTH 56°21'24" WEST 456.17 FEET TO THE WESTERLY LINE OF SAID PARCEL 4; THENCE ALONG SAID WESTERLY LINE NORTH 33°38'36" WEST 299.00 FEET TO THE NORTHERLY LINE OF SAID PARCEL 3 ALSO BEING A POINT ON THE SOUTH LINE OF MAGNOLIA AVENUE, 77.00 FOOT WIDE HALF STREET; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 3 AND ALONG SAID SOUTH LINE OF MAGNOLIA AVENUE NORTH 56°21'24" EAST 456.18 FEET , TO THE **POINT OF BEGINNING**.

PARCEL B:

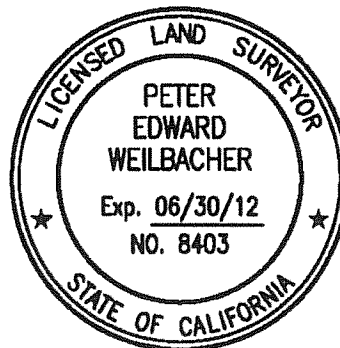
THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 2 OF PARCEL MAP NO. 35997, RECORDED IN PARCEL MAP BOOK 230, PAGES 8 THROUGH 13, OFFICIAL RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL2; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 2 SOUTH 33°38'36" EAST 174.11 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 2 SOUTH 56°21'24" WEST 168.00 FEET; THENCE DEPARTING SAID SOUTHERLY LINE NORTH 33°38'36" WEST 174.11 FEET TO THE NORTHERLY LINE OF SAID PARCEL 2 ALSO BEING A POINT ON THE SOUTH LINE OF MAGNOLIA AVENUE, 77.00 FOOT WIDE HALF STREET; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 2 AND ALONG SAID SOUTH LINE OF MAGNOLIA AVENUE NORTH 56°21'24" EAST 168.00 FEET , TO THE **POINT OF BEGINNING**.



PETER E. WEILBACHER, PLS

DATE: 3-14-11

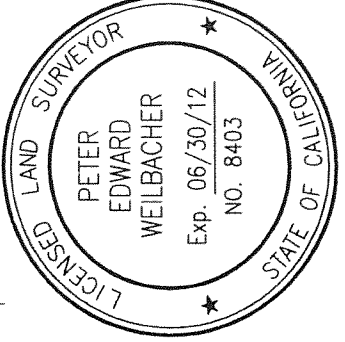
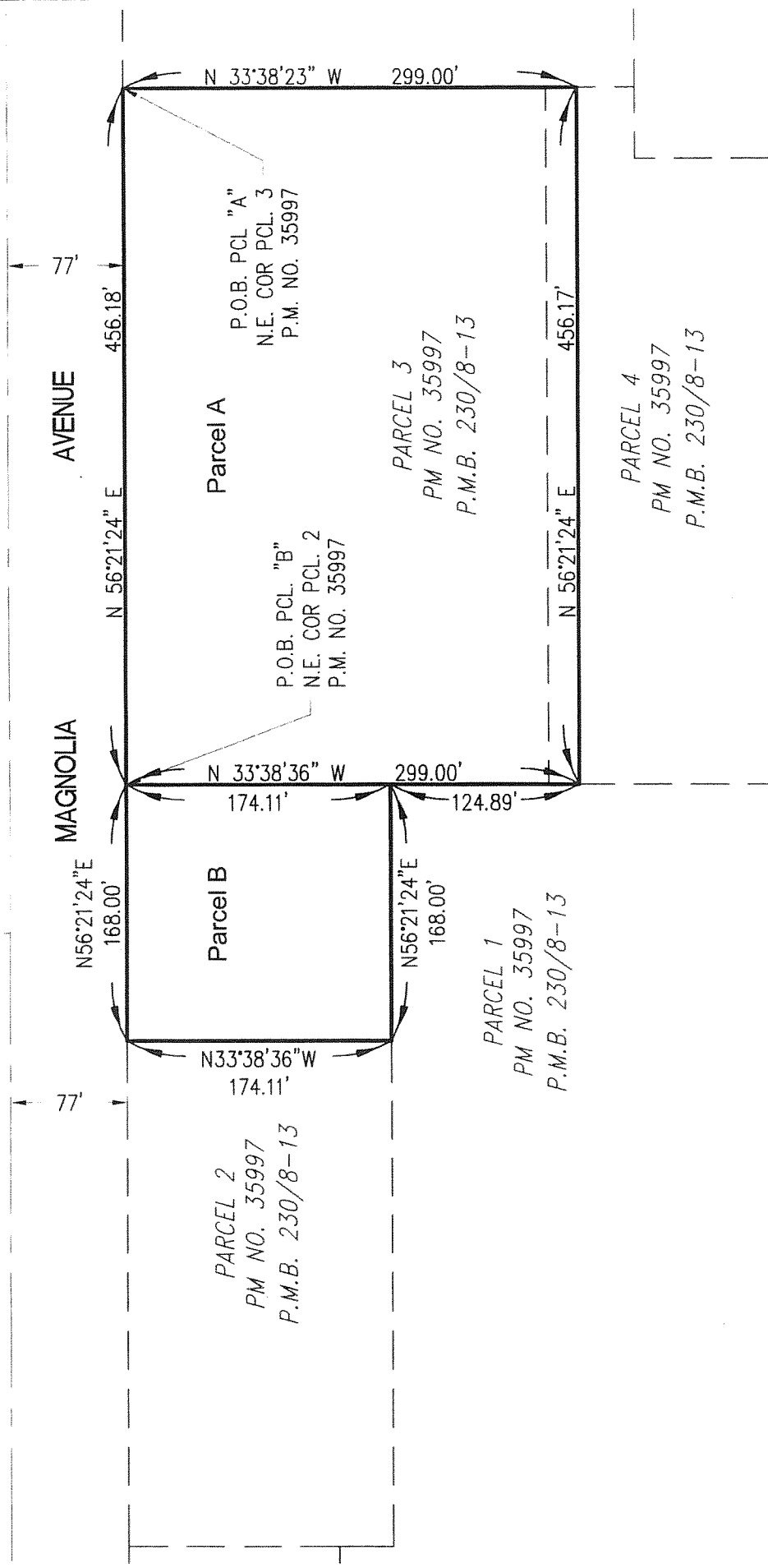


DESCRIPTION APPROVAL:

BY:  DATE: 3/28/11

FOR: MARK S. BROWN
CITY SURVEYOR

C/A/202W



Peter Weilbacher
 PETER WEILBACHER, PLS DATE
 3-14-11

CANYON
 CONSULTING
 PLANNING • ENGINEERING • SURVEYING
 11860 PIERCE STREET, SUITE 200, RIVERSIDE, CA 92503
 951/343-8686 VOICE, 951/343-8831 FAX

SCALE 1" = 100'

C/A 1202W

DATE: 2/24/11