

RECORDING REQUESTED BY:

CHICAGO TITLE COMPANY

WHEN RECORDED MAIL TO:

CITY CLERK  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522

Project: DR-006-923

RECEIVED FOR RECORD  
AT 2:00 O'CLOCK

AUG - 8 1994

Recorded in Official Records  
of Riverside County, California

Recorder  
Fees \$

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COVENANT AND AGREEMENT  
FOR LANDSCAPE MAINTENANCE

THIS COVENANT AND AGREEMENT is made and entered into this day of July 12, 1994, by WAL-MART STORES, INC., a Delaware corporation ("Declarant"), with reference to the following facts:

A. Declarant is the fee owner of the real property (the "Property") located in the City of Riverside, State of California, described as follows:

Parcel 1

All 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, as shown by map on file in Book 6, Page 70 of Maps, Records of Riverside County, California, 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 centerline 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

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Chicago Title Insurance Company has recorded this instrument by request as an accommodation only and has not examined it for regularity and sufficiency or as to the effect upon the title to any real property that may be described therein.

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 115 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 southwesterly 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 Maps, 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.

#### Parcel 2

All 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, as shown by map on file in Book 6, Page 70 of Maps, Records of Riverside County, California, described as follows:

BEGINNING at the point described hereinabove 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 115 of Deeds, Official Records of said Riverside County;

THENCE North 89° 39' 39" East, along said southerly line, a distance of 209.00 feet to a line which is parallel with and distant 60.00 feet westerly, as measured at right angles, from the centerline of Van Buren Boulevard, as shown by Record of Survey on file in Book 80, Page 14 of Record of Surveys, Records of said Riverside County;

THENCE North 0° 17' 40" East, along said parallel line, a distance of 202.88 feet to the POINT OF BEGINNING.

The Property to be developed with a Wal-Mart Store is located at 5010 - 5260 Van Buren Boulevard, Riverside, California. The Property is to be developed as a retail store.

B. As a condition for the development of the Property pursuant to Design Review Case DR-006-923, Declarant must install and maintain all landscaped areas both within and outside the public rights-of-way at the termination of Gramercy Place in accordance with the Street Tree Policy of the City of Riverside. All tree planting and landscape installation shall be pursuant to the landscape plans approved by the City of Riverside.

C. The Park and Recreation Department of the City of Riverside has agreed to allow the trees and plants within the public right-of-way requested by Declarant subject to Declarant agreeing, by a recorded agreement, to assume all responsibility for the landscape installation including the continued maintenance and trimming of the trees and plants, and the replacement of said trees and plants as may be necessary.

NOW, THEREFORE, incorporating the above recitals and in consideration of the Park and Recreation Department of the City of Riverside concurring in the termination of Gramercy Place, adjacent

to the property, Declarant hereby covenants and agrees with the City of Riverside as follows:

1. Declarant shall at its sole cost and expense plant or cause to be planted 4 Lagerstroemia Indica (Crape Myrtle) "Watermelon Red", 24" box; 47 Raphiolepis (India Hawthorn), 5 gallon; and 6 Macfadyena Unguis-Cati (Cat's Claw Vine), 5 gallon, within the public street right-of-way at the termination of Gramercy Place, all in accordance with the plans on file with, and approved by the Park and Recreation Department of the City. Declarant shall also install an automatic irrigation system to appropriately irrigate the trees in accordance with the aforementioned plans and subject to the specifications of the Park and Recreation Department of the City of Riverside.

2. Following the planting of the street trees as above described, Declarant, at its sole cost and expense, shall maintain the street trees and all landscaped areas within the public right-of-way and the landscaping and trees on-site in a healthy and horticulturally attractive condition according to recognized horticultural standards and to the reasonable satisfaction of the City Park and Recreation Department. In meeting its obligation hereunder, Declarant shall be responsible for the payment of all of all water used, the installation, repair and maintenance of the irrigation system, the application of fertilizer, periodic trimming of the trees and shrubs within the public right-of-way and will assure that there is no interference with the healthy growth of the City's street trees, if any. Tree trimming of the trees shall be in accordance with the reasonable policies of the Park and Recreation Department and Declarant shall immediately replace any dead trees.

3. Declarant hereby agrees to and shall defend, indemnify and hold harmless the City of Riverside, its officers and employees from any and all liabilities, expenses, claims, or causes of action arising out of or alleged to be caused by or resulting from the planting, care, maintenance, condition or existence of the street trees as planted by Declarant pursuant to the Covenant and Agreement; provided, however, the City of Riverside shall promptly give notice of any such claim.

4. The responsibilities and related costs as set forth hereinabove shall be appurtenant to the Property as hereinabove described. In the event the Property is subdivided, the responsibilities and costs shall be appurtenant to and be borne on the basis of front footage by the owners of the lots comprising the Property.

5. The terms of this Covenant and Agreement may be enforced by the City of Riverside, its successors and assigns. Should the City of Riverside bring an action to enforce any of the terms hereof, the prevailing party shall be entitled to costs of

suit, including reasonable attorneys' fees.

6. This Covenant and Agreement shall run with the land and each and all of the terms shall be binding upon Declarant, its successors and assigns, and shall not be modified, amended or terminated without the prior written consent of the Park and Recreation Director of the City of Riverside duly recorded.

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

WAL-MART STORES, INC.

By Robert M. Bedard  
Assistant Vice President  
Robert M. Bedard

By James M. Davis  
Asst. Secretary  
James M. Davis

APPROVED AS TO FORM:

Kathleen M. Gonzales  
Assistant City Attorney

DESCRIPTION APPROVAL: 2/26/94  
Neil S. Brown  
SURVEYOR CITY OF RIVERSIDE

KMG/sb  
1/7/94

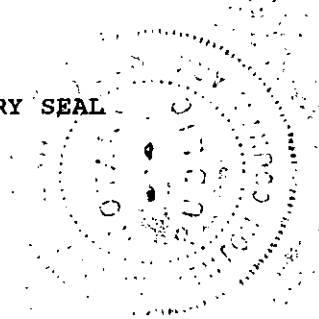
STATE OF ARKANSAS )  
COUNTY OF BENTON )

On July 12, 1994, before me, Mary Jean Boles a Notary Public in and for said County and State, personally appeared Robert M. Bedard, Assistant Vice President, and James M. Davis, Assistant Secretary of Wal-Mart Stores, Inc., personally known to me (or 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.

WITNESS my hand and official seal.

FOR NOTARY SEAL

Signature Mary Jean Boles  
Mary Jean Boles



MY COMMISSION EXPIRES 6/13/99