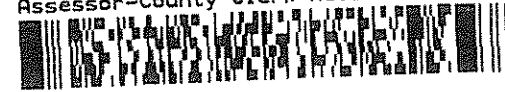


2016-0249284

06/17/2016 01:36 PM Fee: \$ 0.00

Page 1 of 11

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Housing Authority of the City of Riverside
3900 Main Street, 3rd Floor
Riverside, CA 92522
Attn: Housing Authority Manager

Project: 10680 Burton Street

17					R	A	Exam: 782		
Page	DA	PCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC
11									
SIZE	NCOR	SMF	NCHG						

(Space above for Recorder's Use Only)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 6103

ASSIGNMENT OF AGREEMENT CONCERNING REDEVELOPMENT AGENCY CONSTRUCTION LOAN

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to the **HOUSING AUTHORITY OF THE CITY OF RIVERSIDE**, a public entity, all beneficial interest under that certain Agreement Concerning Redevelopment Agency Construction Loan, dated April 9, 1995, executed by Conrad Sendino, Flocerfida P. Pedroso, Gregorio A. Sendino, Maria Lina Sendino, Milagros L. Sendino, and recorded on May 16, 1995, as Instrument No. 158058, Official Records of Recorder's Office of Riverside County, California, describing land therein as:

See attached Exhibit "A"

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said the Agreement Concerning Redevelopment Agency Construction Loan.

CITY OF RIVERSIDE AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE

Dated: 7 JUN 16

By: [Signature]
Emilio Ramirez
Development Director

Approved as to form:

Attested to: [Signature]
By: [Signature]
Colleen J. Nicol
City Clerk

By: [Signature]
Rina M. Gonzales
Deputy City Attorney

C/A-1247

EXHIBIT "A"
LEGAL DESCRIPTION

Address: 10680 Burton Street
A.P.N. 143-243-011

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

Lot 37 of La Sierra Manor, as shown by map on file in Book 39, Pages 35 and 36 of Maps, records of Riverside County, California.

EXCEPTING THERFROM that portion granted to the City of Riverside by deed recorded December 2, 1977, as Instrument No. 240538 of Official Records of Riverside County, California.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Curtis C. Stephens 6/7/16 Prep. *(Signature)*
Curtis C. Stephens, L.S. 7519 Date



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

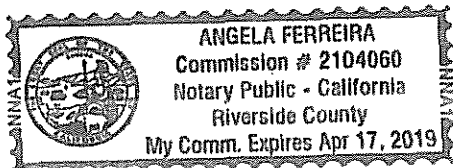
State of California)
County of Riverside)

On June 7, 2016 before me, Angela Ferreira, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Emilio Ramirez
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 Angela Ferreira
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Assignment of Agent Document Date: 6/7/16
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):
Partner - Limited General Partner - Limited General
Individual Attorney in Fact Individual Attorney in Fact
Trustee Guardian or Conservator Trustee Guardian or Conservator
Other: Other:
Signer Is Representing: Signer Is Representing:

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

RECEIVED FOR RECORD
AT 2:00 O'CLOCK

City of Riverside
Redevelopment Agency
3737 Main Street
Suite 800
Riverside, CA 92501
Attn: Donna Anderson

MAY 16 1995

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$

First American Title Insurance Company has recorded this instrument by request as an accommodation and has not examined it for regularity and efficiency or as to its effect upon the title to any real property that may be described herein.

AGREEMENT CONCERNING REDEVELOPMENT AGENCY
CONSTRUCTION LOAN
(La Sierra Apartment Owners)

THIS AGREEMENT is executed as of this 9th day of April, 1995, by and between Conrad Serrino, Florencia P. Pedruso, Grayorio A. Serrino, Maria Lina Serrino, Milagros L. Serrino ("Owner") and the REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE, a political subdivision of the State of California (the "Agency") and is made with reference to the following facts:

RECITALS

A. Owner is the owner of certain real property located in the City of Riverside, California, more particularly described in Exhibit "A" attached hereto (the "Property"). The Property consists of one or more multi-residential housing units, also as more particularly described in Exhibit "A".

B. The Agency has authorized the funding of a construction loan to Owner for the benefit of the Property (the "Loan") upon terms and conditions more particularly described in a Loan Agreement between Owner and the Agency (the "Loan Agreement"), a Promissory Note (the "Note") and Deed of Trust (the "Deed of Trust") -- (collectively the "Loan Documents").

C. In accordance with the terms and provisions of the Loan Documents, the parties desire by this Agreement to subject the Property to certain covenants and restrictions, as set forth herein.

The parties therefore agree as follows:

1. Consideration. Owner acknowledges that this Agreement and the covenants and restrictions imposed upon the Property as described herein and in the Loan Documents (which are hereby incorporated by reference) are based upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. Such consideration includes the funding by the Agency of the Loan for the benefit of the Property. The Agency would not have authorized or funded the Loan without the imposition

on the Property of the covenants and restrictions described in this Agreement.

2. Low/Moderate Income Units. Owner covenants and agrees that until the Loan has been fully satisfied or forgiven, not less than twenty-five percent (25%) of the residential units within the Property will be reserved for persons or families whose income does not exceed eighty percent (80%) of the "Riverside County Median Income." The "Riverside County Median Income" shall mean the median income for a family of four (4) residing in Riverside and San Bernardino Counties as set forth in regulations published by the California Department of Housing and Community Development pursuant to Health and Safety Code Sections 50093, or its successor.

3. Owners Association Participation. Owner covenants and agrees that during the term of this Agreement, Owner and the Property will participate in a property owners association, which will have power to levy and collect assessments to be utilized for the benefit of the Property and other participating properties included within such association. The Property will be subject to a recorded Declaration of Covenants, Conditions and Restrictions ("CC&R's") setting forth the rights and obligations associated with membership in such association. Pursuant to the CC&R's, a lien may be imposed upon the Property for unpaid/delinquent assessments to such association. The uncured delinquency by Owner in the payment of assessments to the association or other uncured material default by Owner under the CC&R's shall, at the election of the Agency, constitute a default under the Loan.


4. Non-Discrimination. Owner hereby covenants for himself, his heirs, administrators, successors and assigns and all persons claiming under or through Owner, and the Loan is made upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry or national origin in the sale, leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Property or any residential unit therein, nor shall Owner, or any person claiming under or through Owner, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the Property.

5. Enforcement. If Owner defaults under this Agreement or any of the Loan Documents by failing to adhere to the low/moderate income rental requirements, to participate in the owners association, to pay assessments to the association in a timely manner or by otherwise violating or failing to perform its obligations as described herein and in the Loan Documents, the Agency, in addition to all other rights and remedies available to it under the Loan Documents or otherwise available at law or in equity, shall have the right and option to (a) accelerate the unpaid principle balance of the Note and enforce its rights under

the Deed of Trust; or (b) obtain an injunction against Owner and the Property, requiring compliance with the covenants and obligations to which the violation pertains. In the event of any such enforcement of this Agreement by the Agency, the party prevailing in such action shall be entitled, in addition to such other relief as may be granted, to its attorneys' fees and costs.

6. Runs With Land. Owner and the Agency agree that the Property shall be held, conveyed, assigned, hypothecated, encumbered, leased, used, occupied and improved subject to the limitations, restrictions, covenants and conditions set forth above, for the purpose of mutually benefitting the Property and the future owners and tenants thereof. All of the covenants and restrictions set forth herein will run with the land, will be enforceable as equitable servitudes, and will be binding upon and for the benefit of Owner, its successors and assigns.


Glucifida P. Pedros
Kregous J. Sendino
Maria Lena J. Sendino

OWNER: 

Maria Lena J. Sendino

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE, a political subdivision of the State of California

By: 

Its: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

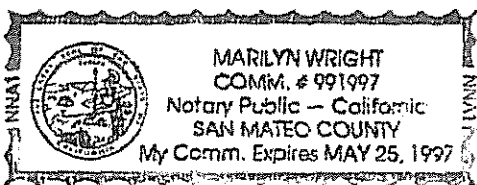
State of California

County of San Mateo

On April 17, 1995 before me, Marilyn Wright, Notary Public
DATE NAME, TITLE OF OFFICER (E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Gregorio S. Sendino & Maria Lina G. Sendino
NAME(S) OF SIGNER(S)

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.

Marilyn Wright
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
- ATTORNEY-IN-FACT GENERAL
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Agreement Concerning
Redevelopment Agency
Construction Loan
TITLE OR TYPE OF DOCUMENT

3
NUMBER OF PAGES

DATE OF DOCUMENT
Conrad Sendino, Milagros
L. Sendino, Florenilda P. Pedraso

SIGNER(S) OTHER THAN NAMED ABOVE

C/A-1247

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

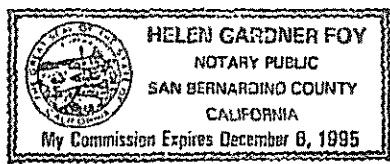
State of California

County of San Bernardino

On April 9, 1995 before me Helen Gardner Foy, Notary
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Conrad Bendino, Milagros Bendino and Placido P. Redondo
NAME(S) OF SIGNER(S)

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.

Helen Gardner Foy
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Agreement - Redevelopment Court Loan
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

C/A-1247

All Purpose Acknowledgment

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

On MAY 3, 1995, before me, Teryll L. King, Notary Public,
personally appeared ROBERT C. WALES

personally known to me

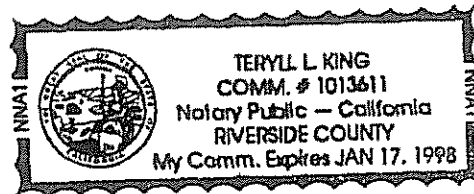
~~proved to me on the basis of satisfactory evidence~~

to be the person(s) whose name(s) IS subscribed to the
within instrument and acknowledged to me that

he executed the same in his authorized capacity, and that
by his signature on the instrument the person or the entity
upon behalf of which the person acted, executed the
instrument.

WITNESS MY HAND AND OFFICIAL SEAL.

Teryll L. King, Notary Public
Teryll L. King, Notary Public



(seal)

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Type of Document: Agmt. Concerning Redvelopment Agency Construction Loan
(La Sierra Apt Owners) (10860 Burton St)

Number of Pages: 5 Date of Document: 4-9-95

Signer(s) Other Than Named Above: (5) Conrad Sendino, Florencio P. Pedrosa, Gregory
A. Sendino, Maria Lina Sendino, Milagros P. Sendino

EXHIBIT "A"

LEGAL DESCRIPTION

That certain real property located in the City of
Riverside, Riverside County, California, described as follows:

[to be attached]

158058

SITE ADDRESS: 10680 BURTON STREET
RIVERSIDE, CA 92505-1634

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

LOT 37 OF LA SIERRA MANOR AS SHOWN BY MAP ON FILE IN BOOK 39 PAGES 35-36 OF MAPS,
RIVERSIDE COUNTY RECORDS, CALIFORNIA.

C/A-1247