

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 P16-0396, 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.

B.H. 3640 CENTRAL AVENUE, LLC,
By: AG Properties, LP
a California limited partnership
Its: Member


By: AG Financial, LLC
a California limited liability company
Its: General partner

By: 
Name: Arsalan Gozini
Its: Manager

APPROVED AS TO FORM:


Name: Ruthann Elder
Deputy City Attorney

APPROVED AS TO CONTENT


Name: Mark Steuer
Public Works Department:

ACKNOWLEDGMENT

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.

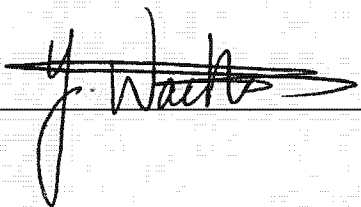
State of California
County of Los Angeles

On May 2nd, 2018, before me, Y. Wachtel, a

notary public, personally appeared Arsalan Gozini, 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.

 (SEAL)

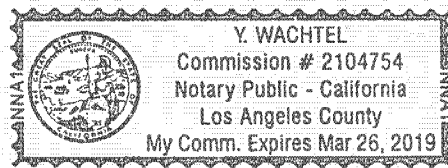
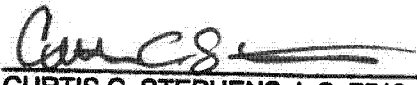


EXHIBIT 'A'
COVENANT AND AGREEMENT
(LEGAL DESCRIPTION)

PARCEL "A" AS SHOWN ON LOT LINE ADJUSTMENT NO. P16-0375, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FILED AS DOCUMENT RECORDED JANUARY 4, 2018 AS INSTRUMENT NO. 2018-0003456 OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER.

DESCRIPTION APPROVAL:

 4/16/18
CURTIS C. STEPHENS, L.S. 7519 DATE
CITY SURVEYOR

DOC # 2018-0003456
01/04/2018 08:00 AM Fees: \$0.00
Page 1 of 5
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

Recording requested by:

**CHICAGO TITLE COMPANY
COMMERCIAL DIVISION**

DOCUMENTARY
TRANSFER TAX = \$0.00
NO CONSIDERATION

And when recorded, mail to:

SURVEYOR
City of Riverside
Public Works Department
3900 Main Street
Riverside, California 92522

**This document was electronically submitted
to the County of Riverside for recording**
Received by: NADIA #001

FOR RECORDER'S OFFICE USE ONLY

Project: P16-0375, Lot Line Adjustment
APN: 225-242-047 & 225-242-048

**P16-0375
PARCELS A & B**

**NOTE TO COUNTY RECORDER:
DO NOT ACCEPT FOR RECORDING IF AN ADDITIONAL COVER SHEET IS ATTACHED.**

**CITY OF RIVERSIDE
CERTIFICATE OF COMPLIANCE
FOR LOT LINE ADJUSTMENT**

Property Owner(s): **B.H. CENTRAL, LLC, a California Limited Liability Company**

Pursuant to Section 66412 of the Government Code of the State of California and Section 18.100 of the Riverside Municipal Code, a Certificate of Compliance for Lot Consolidation is hereby issued creating the **TWO (2)** parcels of real property located in the City of Riverside, County of Riverside, State of California, as described in **Exhibit "A"** attached hereto and incorporated herein by this reference, and which parcel(s) comply with the California Subdivision Map Act and Title 18 of the Riverside Municipal Code.

**THE ISSUANCE OF THIS CERTIFICATE OF COMPLIANCE DOES NOT SUPERSEDE,
MODIFY OR AFFECT ANY REQUIREMENTS OF THE BUILDING OR ZONING
REGULATIONS OF THE CITY OF RIVERSIDE.**

ACCOMMODATION
RECORDING

CITY APPROVAL:

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



By: [Signature] 12/27/17 Prep.
Eswin O. Vega, P.L.S. 9164 Date

For: Curtis C. Stephens, L.S. 7519
City Surveyor

ACKNOWLEDGMENT

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 } ss

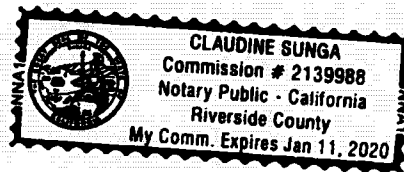
On December 27, 2017, before me, Claudine Sunga, Notary Public,

notary public, personally appeared, Eswin O. Vega, 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]
Notary Signature



**EXHIBIT "A" – LEGAL DESCRIPTION
LOT LINE ADJUSTMENT NO. P16-0375**

PARCEL A

That portion of the northwest quarter of the southeast quarter of Section 34, Township 2 South, Range 5 West, San Bernardino Meridian **TOGETHER WITH** Lot 1 of Sun Gold Terrace Unit No. 1 as shown by map on file in Book 24 of Maps at page 37 thereof, Records of Riverside County, lying in Section 34, Township 2 South, Range 5 West, San Bernardino Meridian, within the City of Riverside, County of Riverside, State of California, described as follows:

COMMENCING at the most westerly corner of Lot 15 of Heers Subdivision No. 3 as shown by map on file in Book 24 of Maps at page 38 thereof, Records of said Riverside County;

Thence North 00°00'48" West, along the east line of said Sun Gold Terrace Unit No. 1, a distance of 306.08 feet to the **TRUE POINT OF BEGINNING**;

Thence North 89°59'12" East, at a right angle, a distance of 89.60 feet to a point on a line parallel with and 89.60 feet easterly of the east line of said Sun Gold Terrace Unit No. 1;

Thence North 00°00'48" West along said parallel line, a distance of 193.24 feet;

Thence North 00°42'24" West, a distance of 118.86 feet to a point on the southerly right-of-way line of Central Avenue (44.00 feet half width) per Instrument No. 21480 recorded on March 8, 1968 in the Official Records of said Riverside County;

Thence South 89°17'05" West, a distance of 148.17 feet along said right-of-way line and along the southerly line of a 1-foot strip dedicated to the City of Riverside per Instrument No. 116210 recorded on November 29, 1968 in the Official Records of said Riverside County, said point being 1.00 foot southerly of the northwesterly corner of said Lot 1 of Sun Gold Terrace Unit No. 1;

Thence South 00°00'55" East along the westerly line of said Lot 1, a distance of 117.00 feet to the southwest corner of said Lot 1;

Thence North 89°17'05" East along the southerly line of said Lot 1, a distance of 60.00 feet to the southeast corner of said Lot 1;

Thence South 00°00'48" East along the east line of said Sun Gold Terrace Unit No. 1, a distance of 194.00 feet to the **TRUE POINT OF BEGINNING**;

Containing 34,850 Square Feet, more or less.

**EXHIBIT "A" - LEGAL DESCRIPTION
LOT LINE ADJUSTMENT NO. P16-0375**

PARCEL B

That portion of the northwest quarter of the southeast quarter of Section 34, Township 2 South, Range 5 West, San Bernardino Meridian, within the City of Riverside, County of Riverside, State of California, described as follows:

BEGINNING at the most westerly corner of Lot 15 of Heers Subdivision No. 3 as shown by map on file in Book 24 of Maps at page 38 thereof, Records of said Riverside County;

Thence North 00°00'48" West, along the east line of Sun Gold Terrace Unit No. 1 as shown by map on file in Book 24 of Maps at page 37 thereof, Records of Riverside County, a distance of 306.08 feet;

Thence North 89°59'12" East, at a right angle, a distance of 89.60 feet to a point on a line parallel with and 89.60 feet easterly of the east line of said Sun Gold Terrace Unit No. 1;

Thence North 00°00'48" West along said parallel line, a distance of 193.24 feet;

Thence North 00°42'24" West, a distance of 118.86 feet to a point on the southerly right-of-way line of Central Avenue (44.00 feet half width) per Instrument No. 21480 recorded on March 8, 1968 in the Official Records of said Riverside County;

Thence North 89°17'05" East along said right-of-way line, a distance of 243.76 feet to the westerly line of Lot 1 of said Heers Subdivision No. 3, said point being 1.00 foot southerly of the northwesterly corner of Lot 1 of said Heers Subdivision No. 3;

Thence South 00°00'59" East, along the westerly lines of lots 1 and 3 through 9 inclusive of said Heers Subdivision No. 3, a distance of 617.07 feet to the northeast corner of Lot 12 of said Heers Subdivision No. 3;

Thence South 89°17'10" West, along the northerly lines of lots 12 through 15 of said Heers Subdivision No. 3, a distance of 331.96 feet to the **POINT OF BEGINNING**;

Containing 176989 Square Feet, more or less.

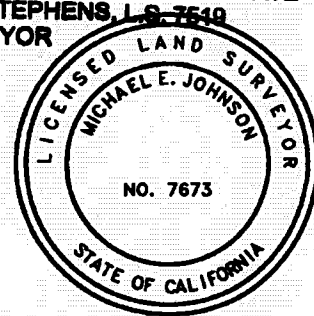
DESCRIPTION APPROVAL:

BY: DBW DATE 12/27/2017

SEE PLAT ATTACHED HERETO.
PREPARED UNDER MY SUPERVISION

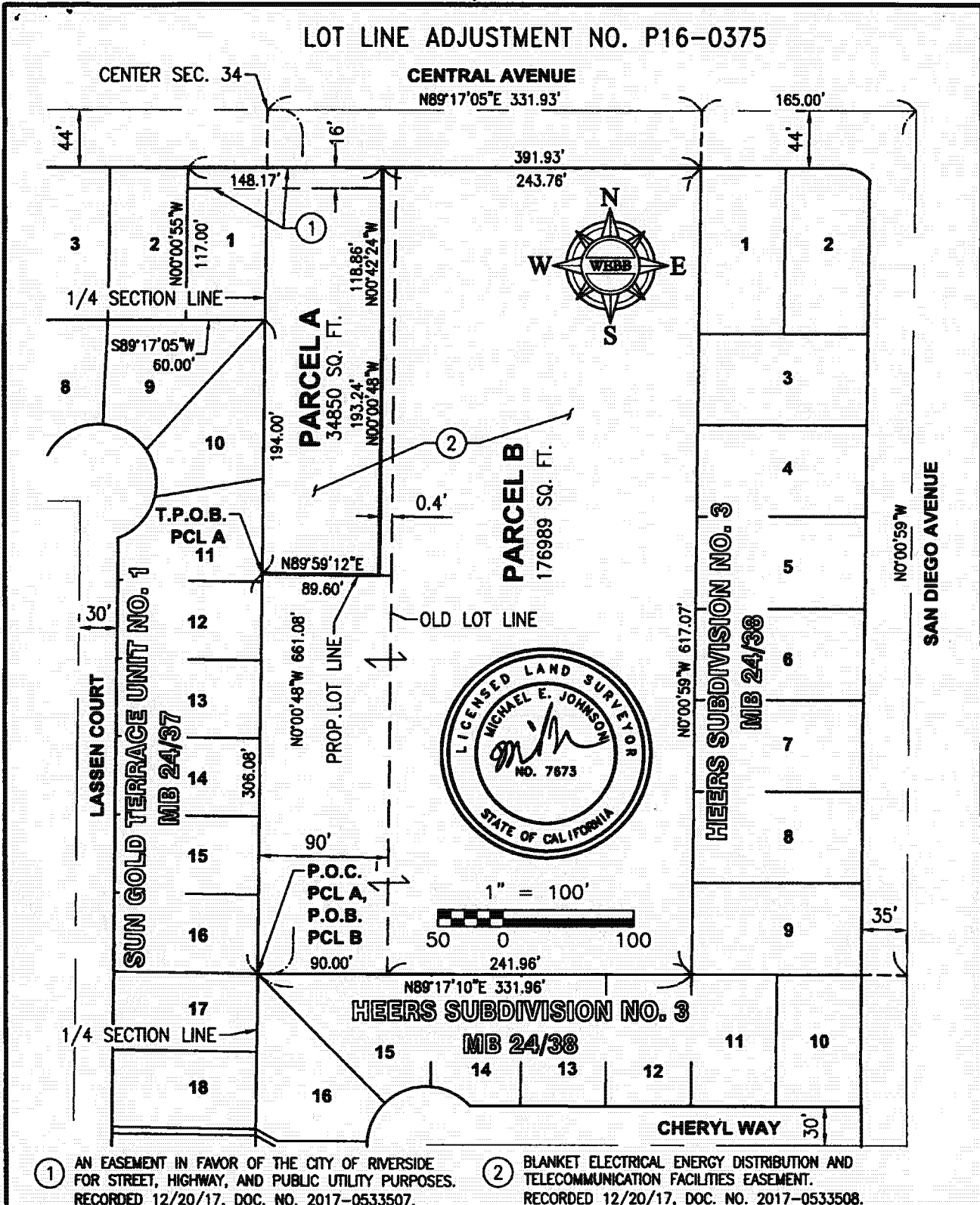
FOR: CURTIS C. STEPHENS, L.S. 7649
CITY SURVEYOR

MEJ
Michael E. Johnson, L.S. 7673
Date 12/26/17



Assessor's Parcel Number(s):
225-242-047, -048
Section 34, Township 2 South, Range 5 West, SBM
Prepared By: AL Checked By: MEJ

LOT LINE ADJUSTMENT NO. P16-0375



SEC. 34, T2S, R5W, S8M
G:\2016\16-0072\DRAWINGS\MAPPING\LEGALS & PLATS\LLA\16-0072-LLA.DWG 12/22/2017 12:51:34 PM

SCALE: 1"=100'

DRWN BY JCR
CHKD BY [Signature]

DATE 8-11-17
DATE 12/25/17

SHEET 1 OF 1

W.O.
16-0072

ALBERT A. WEBB ASSOCIATES