

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City Clerk  
City of Beverly Hills  
455 North Rexford Drive  
Beverly Hills, CA 90210-4817

[Space Above Line For Recorder's Use]

Recording Fee: Exempt pursuant to California  
Government Code Section 27383

COVENANT AND AGREEMENT  
(Acceptance of Conditions of Approval Imposed by  
Director of Community Development on  
\_\_\_\_\_)  
*[fill in type of permit(s)]*

This covenant and agreement is made and entered into as of the \_\_\_ day of \_\_\_\_\_,  
200\_\_, by and among the undersigned, \_\_\_\_\_,  
\_\_\_\_\_, *[insert names of all record owners]*  
a \_\_\_\_\_ *[properly describe the Owner's legal  
status, e.g., a corporation, a partnership, a trust, etc.]* (the "Owner"), \_\_\_\_\_  
\_\_\_\_\_, *[name of applicant]*  
a \_\_\_\_\_ *[properly describe Applicant's legal status (e.g.,  
a corporation, a partnership, a trust, etc.)]* (the "Applicant"), and the City of Beverly Hills, a  
municipal corporation (the "City"), with respect to the following facts:

RECITALS:

A. The Owner hereby represents and warrants that Owner is the record owner of the  
following described real property (the "Property") generally located at \_\_\_\_\_  
\_\_\_\_\_, *[street address of the Property]* in the City of Beverly  
Hills, County of Los Angeles, State of California, identified by Los Angeles County Assessor's  
Parcel Number(s) \_\_\_\_\_ *[fill in APN(s) for the Property]*  
and more particularly and legally described as follows:

*[fill in legal description]*

B. The Applicant submitted an application to the City for \_\_\_\_\_

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C. \_\_\_\_\_  
*[describe the legal relationship between the Owner and the Applicant, e.g., "Applicant leases the Property from the Owner"]*

D. On \_\_\_\_\_ *[date the Director of Community Development approved application]*, Applicant obtained a \_\_\_\_\_ *[fill in type of permit(s)]* from the City of Beverly Hills pursuant to Director Approval/Resolution No. \_\_\_\_\_ (the "Director Approval"). A copy of the Director Approval is attached hereto and incorporated by this reference as Exhibit "A." The Applicant wishes to avail itself of the benefits of the Director Approval.

E. The Director of Community Development for the City issued the \_\_\_\_\_ *[fill in type of permit(s)]* subject to various conditions set forth in the Director Approval. Condition No. \_\_\_\_\_, set forth on page \_\_\_\_\_ of the Director Approval, requires recordation of a covenant, in a form satisfactory to the City Attorney, accepting the conditions of approval of the Director Approval.

F. The City has a property interest in the streets adjacent to the Property and owns other property within the City.

NOW, THEREFORE, in consideration of the foregoing, and as a condition of the issuance of the necessary permits and certificates in connection therewith, the Owner and the Applicant covenant, promise and agree, on behalf of the Owner and the Applicant, and on behalf of each of their respective heirs, representatives, successors, and assigns (including, without limitation, each person having any interest in the Property derived through any owner of the Property) (collectively, the "Successors"), for the benefit of the City, the public, the City's property interest in the street commonly known as \_\_\_\_\_ *[fill in name of street fronting the Property]*, the sidewalks around it, the City's other public property, and the Property, as follows:

1. The Owner and the Applicant shall accept and abide by all of the conditions of approval set forth in the Director Approval, Exhibit "A."

2. It is the intention hereof that this covenant and agreement shall constitute a covenant running with the land owned by the Owner and running with the property interest possessed by the Applicant. This covenant and agreement shall be enforceable by and shall inure to the benefit of the City and the City's successors and assigns, and shall be jointly and severally binding upon the Owner, the Applicant, and each of their Successors.

3. This covenant and agreement shall remain in effect until released in writing by the order of the Director of Community Development or the City Council upon a determination that this covenant and agreement is no longer required.

4. Should any provision, section, paragraph, sentence, clause, or word of this covenant and agreement be rendered or declared invalid or ineffective by any final action in a

court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, clauses, and words of this covenant and agreement shall remain in full force and effect.

5. This covenant and agreement shall be recorded in the office of the County Recorder for the County of Los Angeles.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

CITY OF BEVERLY HILLS:

OWNER:

Approved as to content:

\_\_\_\_\_  
[Name of Owner] \*

\_\_\_\_\_  
Anne Browning McIntosh  
Interim Director of Community Development

By: \_\_\_\_\_ \*  
Name:  
Title:

By: \_\_\_\_\_ \*  
Name:  
Title:

Approved as to form:

APPLICANT:

\_\_\_\_\_  
Laurence S. Wiener  
City Attorney

\_\_\_\_\_  
*[Name of Applicant]*

\*

By: \_\_\_\_\_\*  
Name:  
Title:

By: \_\_\_\_\_\*  
Name:  
Title:

**\*/Attach ALL PURPOSE ACKNOWLEDGMENT**

**NOTE:** If any Owner is a corporate entity, signatures from two corporate officers are required. One signature must be from any officer in Group A, and one signature must be from any officer in Group B as follows:

Group A: the chairman of the board, the president, or any vice president

Group B: the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer of the corporation

**EXHIBIT “A”**  
**DIRECTOR APPROVAL**

Exhibit “A” consists of \_\_\_\_ pages, excluding this cover page.