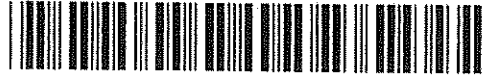


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05/23/2014 12:19P Fee:85.00

Page 1 of 11  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



85

WHEN RECORDED MAIL TO:

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

Project:  
1314 Monroe Street  
APNs: 238-050-029

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For Recorder's Office Use Only

COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS  
AND AGREEMENT ESTABLISHING AN OPEN SPACE EASEMENT



THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS AND AGREEMENT ESTABLISHING AN OPEN SPACE EASEMENT is made and entered into this 16<sup>th</sup> day of May, 2014, **Leann Onasch**, a single woman, and **Marcella Avila**, a single woman, as Joint Tenants, ("Declarants") with reference to the following facts.

A. Declarants are the fee owners of approximately 6.12 acres of vacant land located at 1314 Monroe Street, in the City of Riverside, County of Riverside, California, APN No. 238-050-029 ("Property") as legally described on Exhibit "A" attached hereto and incorporated herein by reference. Said Property is in the Residential Agricultural ("RA-5") Zone, and is subject to the grading restrictions associated with hillsides and arroyos in accordance with Riverside Municipal Code section 17.28.020.

B. Declarants have submitted an application to the City of Riverside ("City") seeking to construct a new residence on approximately 0.95 acres ("Parcel") of the Property.

C. As a condition of approval, the City is requiring Declarants to execute and record a covenant and agreement prohibiting the construction and/or installation of any structure, building, or improvements on the area legally described and depicted in Exhibit "B" attached hereto and incorporated herein by reference ("Open Space Easement"). Further, Declarants are restricted from removing native vegetation or introducing non-native vegetation on the Open Space Easement.

E. Declarants are hereby willing and agree to record such a Covenant and Agreement and Declaration of Restrictions and Agreement Establishing an Open Space Easement, and to put future owners, lessees, successors and assigns on notice of the covenants, conditions, restrictions, limitations and easement affecting the Property.

C/A-1266

NOW, THEREFORE, Declarants hereby declare that the Property is and hereafter shall be held, conveyed, 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 equitable servitudes for the purpose of enhancing and protecting the attractiveness of the Property, and for the purpose of complying with conditions imposed by the City and Declarants hereby covenant and agree with the City that the Property is, and shall hereafter be held subject to the following covenants, conditions and restrictions:

1. No building, structure or other improvement may be installed, constructed or placed on the Open Space Easement area described in Exhibit "B," attached hereto and incorporated herein by reference.

2. The Open Space Easement shall be left in its natural state, and no native vegetation shall be removed and no non-native vegetation shall be introduced in the Open Space Easement.

3. This Covenant shall run with the land and each and all of its terms shall be binding upon Declarants, their heirs, successors and assigns. Any person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property shall be deemed (a) to have consented and agreed to each and every covenant, condition, restriction, limitation and easement contained herein; and (b) to have been granted and be subject to the Easement described herein, whether or not any reference to this Covenant is contained in the instrument by which such person acquired an interest in the Property.

4. No modification, waiver, amendment, discharge, termination, or change of this Covenant, nor any of the provisions contained herein, shall be valid unless same is in writing, signed by the Declarant, its successors or assigns, and the Community Services Development Director of the City, and recorded in Riverside County, California.

5. The terms of this Covenant may be enforced by the City, its successors or assigns. Should the City bring an action to enforce the terms of this Covenant, the prevailing party shall be entitled to costs of suit, including expenses, fees, costs and reasonable attorneys' fees.

6. Any person, whether an individual, corporation, association, partnership or otherwise, who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property, or to the Property described in Exhibit "A", shall be deemed to have consented and agreed to the restrictions on the use of the Property and the easement all as set forth hereinabove.




IN WITNESS WHEREOF, Declarants have caused this Covenant and Agreement and Declaration of Restrictions and Agreement Establishing an Open Space Easement to be executed as of the day and year first written above.

DECLARANTS:

By:   
Leann Onasch

By:   
Marcella Avila

APPROVED AS TO FORM

  
Kristi J. Smith  
Supervising Deputy City Attorney

APPROVED AS TO CONTENT

  
Gabriel Perez  
Principal Planner



ACKNOWLEDGMENT

State of California  
County of Riverside

On May 16, 2014, before me, Jennifer L. Martel/Notary Public

notary public, personally appeared Leann Onasch, 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.

JL Martel (SEAL)  
Signature



ACKNOWLEDGMENT

State of California  
County of Riverside

On May 16, 2014, before me, Jennifer L. Martel / Notary Public, a

notary public, personally appeared Marcella Avila, 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.

JL Martel (SEAL)  
Signature



EXHIBIT "A"

Inserted behind this page



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EXHIBIT "A"

NON BUILDABLE AREA EASEMENT

ALL THAT PORTION OF PARCEL 4 OF CERTIFICATE OF COMPLIANCE/LOT LINE ADJUSTMENT LL-P04-1253 AS EVIDENCED BY A DOCUMENT RECORDED DECEMBER 23, 2004 AS INSTRUMENT NO 2004-1016423 OFFICIAL RECORDS, BEING THAT PORTION OF LOTS 25 AND 26 OF WINDSOR HEIGHTS, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, IN BOOK 12 PAGES 8 THROUGH 10 INCLUSIVE OF MAPS DESCRIBED THEREIN.

EXCEPTING THEREFROM THE FOLLOWING:

**COMMENCING** AT THE NORTHEAST CORNER OF SAID PARCEL 4 AND THE WESTERLY RIGHT OF WAY OF MONROE STREET, SAID POINT ALSO BEING **POINT "C"** OF PARCEL 3 AS SHOWN ON SAID CERTIFICATE OF COMPLIANCE/LOT LINE ADJUSTMENT LL-P04-1253;

THENCE SOUTHERLY ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 333.00 FEET, A CENTRAL ANGLE OF 0°28'52", AN ARC LENGTH OF 2.80 FEET (THE INITIAL RADIAL LINE BEARS NORTH 83°09'52" EAST);

THENCE SOUTH 07°19'00" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 52.53 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 07°19'00" EAST A DISTANCE OF 89.39 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 217.00 FEET AND A CENTRAL ANGLE OF 29°46'00";

THENCE SOUTHERLY ALONG THE ARC AND SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 112.74 FEET;

THENCE SOUTH 22°27'00" WEST, A DISTANCE OF 55.54 FEET;

THENCE NORTH 08°06'50" WEST, A DISTANCE OF 43.69 FEET;

THENCE NORTH 22°42'14" WEST, A DISTANCE OF 15.52 FEET;

THENCE NORTH 38°06'13" WEST, A DISTANCE OF 45.19 FEET;

THENCE NORTH 65°14'03" WEST, A DISTANCE OF 70.44 FEET;

THENCE NORTH 86°14'44" WEST, A DISTANCE OF 37.66 FEET;

THENCE NORTH 36°15'33" WEST, A DISTANCE OF 52.12 FEET;

THENCE NORTH 56°09'44" WEST, A DISTANCE OF 20.86 FEET;

THENCE NORTH 78°03'07" WEST, A DISTANCE OF 21.62 FEET;

THENCE SOUTH 88°56'42" WEST, A DISTANCE OF 61.66 FEET;

THENCE SOUTH 76°36'47" WEST, A DISTANCE OF 32.05 FEET;


THENCE NORTH 82°16'36" WEST, A DISTANCE OF 44.85 FEET;



THENCE SOUTH 88°56'36" WEST, A DISTANCE OF 28.39 FEET;  
THENCE SOUTH 69°05'45" WEST, A DISTANCE OF 57.02 FEET;  
THENCE NORTH 86°11'29" WEST, A DISTANCE OF 95.70 FEET;  
THENCE NORTH 51°31'17" WEST, A DISTANCE OF 53.09 FEET;  
THENCE NORTH 64°37'04" WEST, A DISTANCE OF 53.14 FEET;  
THENCE NORTH 74°46'40" WEST, A DISTANCE OF 79.21 FEET;  
THENCE NORTH 85°41'45" EAST, A DISTANCE OF 118.02 FEET;  
THENCE SOUTH 60°11'42" EAST, A DISTANCE OF 45.04 FEET;  
THENCE SOUTH 80°50'01" EAST, A DISTANCE OF 45.90 FEET;  
THENCE SOUTH 84°08'01" EAST, A DISTANCE OF 68.66 FEET;  
THENCE NORTH 84°36'53" EAST, A DISTANCE OF 60.55 FEET;  
THENCE NORTH 47°27'32" EAST, A DISTANCE OF 72.83 FEET;  
THENCE SOUTH 87°04'15" EAST, A DISTANCE OF 93.21 FEET;  
THENCE SOUTH 83°01'28" EAST, A DISTANCE OF 103.49 FEET;  
THENCE SOUTH 89°08'38" EAST, A DISTANCE OF 135.70 FEET, MORE OR LESS TO THE  
POINT OF BEGINNING.

PARCEL CONTAINS 1.40 ACRES, MORE OR LESS.

DESCRIPTION APPROVAL:

BY:  4/22/14  
DATE

FOR: CURTIS C. STEPHENS, L.S. 7519  
CITY SURVEYOR



17 April 2014



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05/23/2014 12:19P  
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CIA-1266.



EXHIBIT "B"

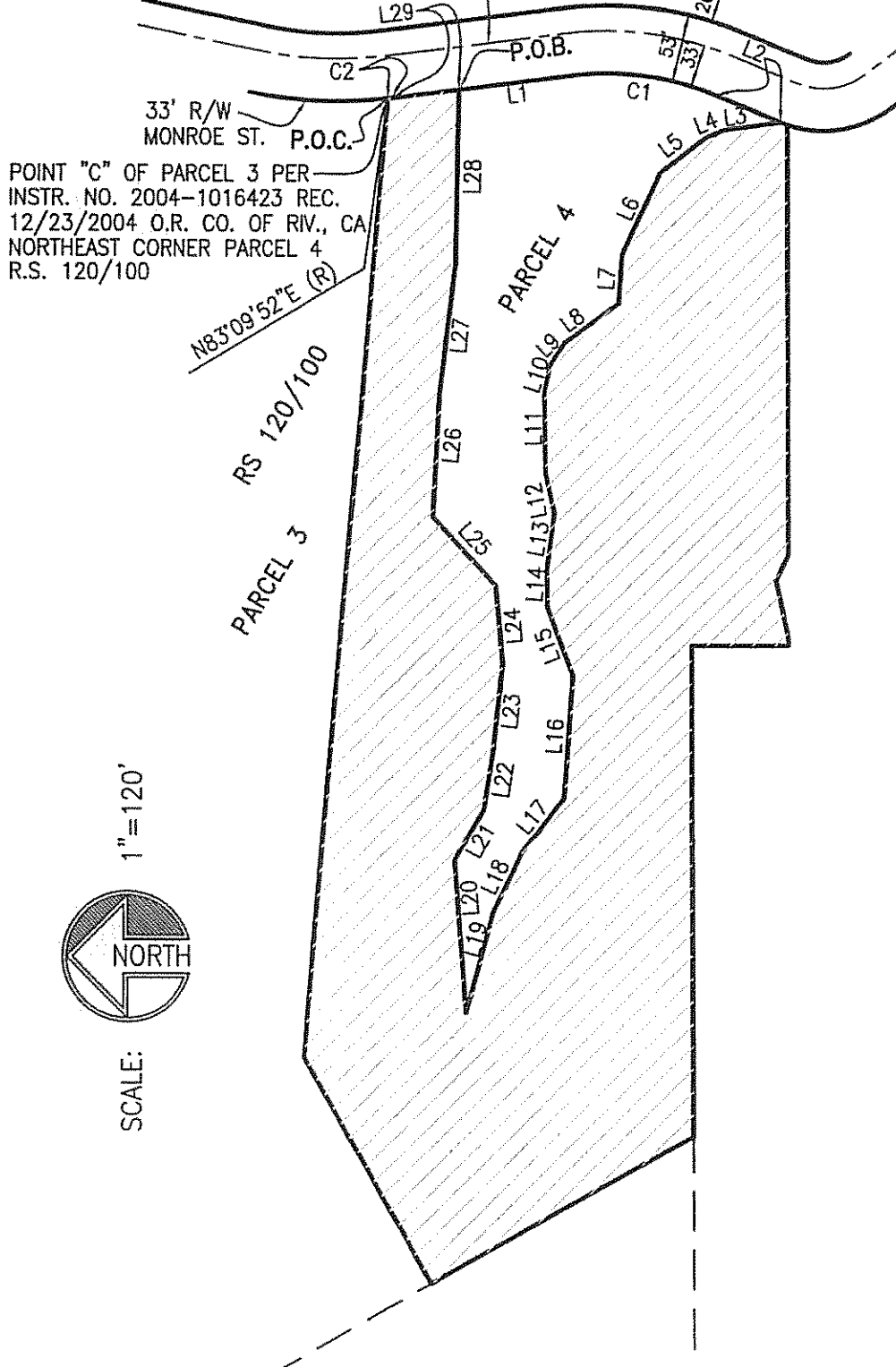
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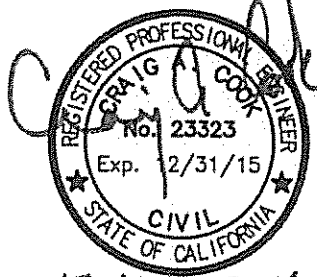
C/A-1266

# EXHIBIT "B"



POINT "C" OF PARCEL 3 PER INSTR. NO. 2004-1016423 REC. 12/23/2004 O.R. CO. OF RIV., CA NORTHEAST CORNER PARCEL 4 R.S. 120/100

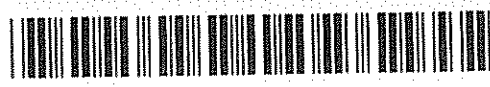
SCALE: 1"=120'

**GABEL, COOK & ASSOCIATES INC.**  
 CIVIL ENGINEERS LAND SURVEYORS  
 LAND PLANNERS  
 7177 Borckton, Ave. Ste 339, Riverside, CA 92506  
 Telephone (951) 788-8092 Facsimile (951) 788-5184

**CITY OF RIVERSIDE, CALIFORNIA**  
**1314 MONROE STREET**  
**NON BUILDABLE AREA EASEMENT**

DATE: MAR. 2014      SCALE: 1"=100'      DRAWN BY:      W.O. 2512      SHT 1 OF 2 SHTS



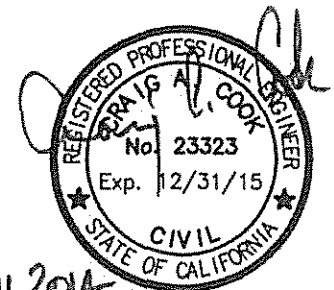
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# EXHIBIT "B"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S07°19'00"E	89.39
L2	S22°27'00"W	55.54
L3	N08°06'50"W	43.69
L4	N22°42'14"W	15.52
L5	N38°06'13"W	45.19
L6	N65°14'03"W	70.44
L7	N86°14'44"W	37.66
L8	N36°15'33"W	52.12
L9	N56°09'44"W	20.86
L10	N78°03'07"W	21.62
L11	S88°56'42"W	61.66
L12	S76°36'47"W	32.05
L13	N82°16'36"W	44.85
L14	S88°56'36"W	28.39
L15	S69°05'45"W	57.02
L16	N86°11'29"W	95.70
L17	N51°31'17"W	53.09
L18	N64°37'04"W	53.14
L19	N74°46'40"W	79.21
L20	N85°41'45"E	118.02
L21	S60°11'42"E	45.04
L22	S80°50'01"E	45.90
L23	S84°08'01"E	68.66
L24	N84°36'53"E	60.55
L25	N47°27'32"E	72.83
L26	N87°04'15"E	93.21
L27	S83°01'28"E	103.49
L28	S89°08'38"E	135.70
L29	S07°19'00"E	52.53

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	29°46'00"	217.00	112.74	57.67
C2	0°28'52"	333.00	2.80	1.40



17 APRIL 2014

**GABEL, COOK & ASSOCIATES INC.**  
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**CITY OF RIVERSIDE, CALIFORNIA**  
**1314 MONROE STREET**  
**NON BUILDABLE AREA EASEMENT**

DATE: MAR. 2014	SCALE: 1"=100'	DRAWN BY:	W.O. 2512	SHT 2 OF 2 SHTS
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C/A-1266