

RECORDED AT REQUEST OF
AND WHEN RECORDED RETURN TO:

City of Corona 400 S. Vicentia Ave
Corona, California 92882
Attn: City Clerk

APN: 112-411-016

(SPACE ABOVE FOR RECORDER'S USE)
FEE EXEMPT – GOVERNMENT CODE §27383
DOCUMENTARY TRANSFER TAX EXEMPT - R&T CODE § 11922

**COVENANT AND DEED RESTRICTION
REGARDING ENCROACHMENT ON
SANITARY SEWER AND STORM DRAIN EASEMENT**

THIS COVENANT AND DEED RESTRICTION (“Covenant”) is made and entered into this 6th day of August, 2025, by and between the **CITY OF CORONA**, a California municipal corporation (“City”), and **ARTHUR L. GUMM AND ANDREA M. GUMM**, husband and wife (“Owners”), over that certain real property situated in the City of Corona, County of Riverside, State of California, located at 1141 Athlone Circle and identified as Assessor Parcel Number 112-411-016, as more fully described in **Exhibit “A”** attached hereto and incorporated herein by reference (“Subject Property”).

RECITALS

A. Subject Property. The Owners are the record fee title owners of the Subject Property, which is identified as Lot 115 of Tract Map No. 28941 recorded in Book 348, Page 33 of Maps in the Office of the County Recorder of the County of Riverside.

B. Easements. The City has a sanitary sewer and storm drain easement which is generally located on the easterly twenty-five feet (25’) of the Subject Property, as shown or as offered for dedication on Tract Map No. 28941 (“Sewer and Storm Drain Easement”). Tract Map No. 28941 prohibits the placement of buildings, obstructions, or encroachments within the Sewer and Storm Drain Easement.

C. Carport Structure. In or about 2021, the Owners constructed a 48’ x 18’ recreational vehicle carport structure and retaining wall (“Carport Structure”) within the Sewer and Storm Drain Easement without obtaining building permits from the City. To resolve a code compliance case regarding the Carport Structure, the Owners were required to obtain a building permit from the City, at which point it was discovered that the Carport Structure was constructed within the Sewer and Storm Drain Easement.

D. Covenant. The City will permit the Owners to maintain the Carport Structure within the Sewer and Storm Drain Easement provided that the Owners enter into this Covenant and record it against the Subject Property.

COVENANT

NOW THEREFORE, the Owners and the City agree as follows:

1. Permitted Encroachment. Subject to the provisions of this Covenant, the City grants permission to maintain the encroachment of the Carport Structure over and into the Sewer and Storm Drain Easement to the extent depicted in Exhibit "B" attached hereto and incorporated herein by reference. The encroachment authorized herein is strictly limited to the terms set forth in this Covenant, and no right to encroach outside of this Covenant, or encroachment by other than the Carport Structure as shown on the attached depiction, shall accrue by means of waiver, estoppel, custom, usage or otherwise. Any expansion of the Carport Structure, as well as any additional or future encroachments, are strictly prohibited, except that any temporary encroachments necessary for the maintenance and repair of the Carport Structure shall be allowed.

2. Damage to Carport Structure. The City shall not be liable for any damage to, or destruction of the Carport Structure, or any other structures or improvements located currently or in the future on or within the Sewer and Storm Drain Easement from any cause arising out of the existence of the Carport Structure, or any other structures or improvements on the Subject Property, including, but not limited to, the acts or omissions of the City, its officials, officers, employees, representative and agents in exercising its right to install, construct, operate, maintain, improve, remove, repair and replace any and all equipment, facilities, infrastructure, pipelines, conduits and/or appurtenances within the Sewer and Storm Drain Easement. Except in the event of an emergency, the City shall notify the Owners prior to undertaking any excavation or similar activities within the Sewer and Storm Drain Easement to provide the Owners with sufficient opportunity to investigate and take any measures necessary to protect the Subject Property and/or the Carport Structure before the City undertakes such activity.

3. Indemnification. The Owners shall defend, indemnify and hold the City, its officials, officers, employees, representatives and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of the Owners, or their employees, representatives, agents, consultants, contractors, or invitees arising out of or in connection with any work, use or occupancy within the Sewer and Storm Drain Easement.

4. Obligations to Run with the Land. This Covenant shall constitute an agreement between the City and the Owners related to each provision, term and condition contained herein, and shall be recorded as a covenant running with the land which shall be prior to all encumbrances, except all prior recorded liens, and shall be binding upon the heirs, devisees, assigns, transferees, and successors in interest of the Owners.

5. Recordation. The Owners shall cause this Covenant to be recorded in the Official Records of the County of Riverside.

6. Severability. If any sentence, clause, phrase or portion of this Covenant is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Covenant.

7. Binding on Successors and Assigns. This Covenant shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

8. Subordination. This Covenant shall be subordinate and junior only to the lien of a first deed of trust against the Subject Property and shall not impair the rights of any institutional lender that is the maker of a loan secured by such first deed of trust, or such lender's assignee or successor-in-interest, to exercise its remedies under the deed of trust in the event of default by the Owners.

THIS COVENANT AND DEED RESTRICTION is dated as of August 6, 2025, and has been executed on behalf of the City and the Owners by and through the signatures of their authorized representative(s) set forth below.

[SIGNATURES ON FOLLOWING TWO (2) PAGES]

**CITY'S SIGNATURE PAGE FOR
COVENANT AND DEED RESTRICTION
REGARDING ENCROACHMENT ON
SANITARY SEWER AND STORM DRAIN EASEMENT**

CITY OF CORONA,
a California municipal corporation

By: _____ Date _____
Jacob Ellis
City Manager

Attest:

Sylvia Edwards
City Clerk

Approved as to Form:

Dean Derleth
City Attorney

[ALL SIGNATURES MUST BE NOTARY ACKNOWLEDGED]

**OWNER'S SIGNATURE PAGE FOR
COVENANT AND DEED RESTRICTION
REGARDING ENCROACHMENT ON
SANITARY SEWER AND STORM DRAIN EASEMENT**

By:	 _____	<u>7/28/25</u> _____
	Arthur L. Gumm	Date
By:	 _____	<u>7/28/25</u> _____
	Andrea M. Gumm	Date

[ALL SIGNATURES MUST BE NOTARY ACKNOWLEDGED]

CALIFORNIA 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 Los Angeles

On July 28, 2025 before me, Mary Poncedeleon, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Arthur L Gumm
Name(s) of Signer(s)
Andrea M Gumm

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: Covenant And Deed Restrictions Sanitary Sewer Storm Drain Easement *Regarding Encroachment on*

Document Date: 7-28-25 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Arthur L. Gumm
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

Signer's Name: Andrea M Gumm
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

EXHIBIT "A"
TO COVENANT AND DEED RESTRICTION
REGARDING ENCROACHMENT ON
SANITARY SEWER AND STORM DRAIN EASEMENT

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Real property in the County of Riverside, State of California, as described below:

Lot 115 of Tract Map No. 28941 recorded in Book 348, Page 33 of Maps in the Office of the County Recorder of the County of Riverside.

APN 112-411-016

EXHIBIT "B"
TO COVENANT AND DEED RESTRICTION
REGARDING ENCROACHMENT ON
SANITARY SEWER AND STORM DRAIN EASEMENT

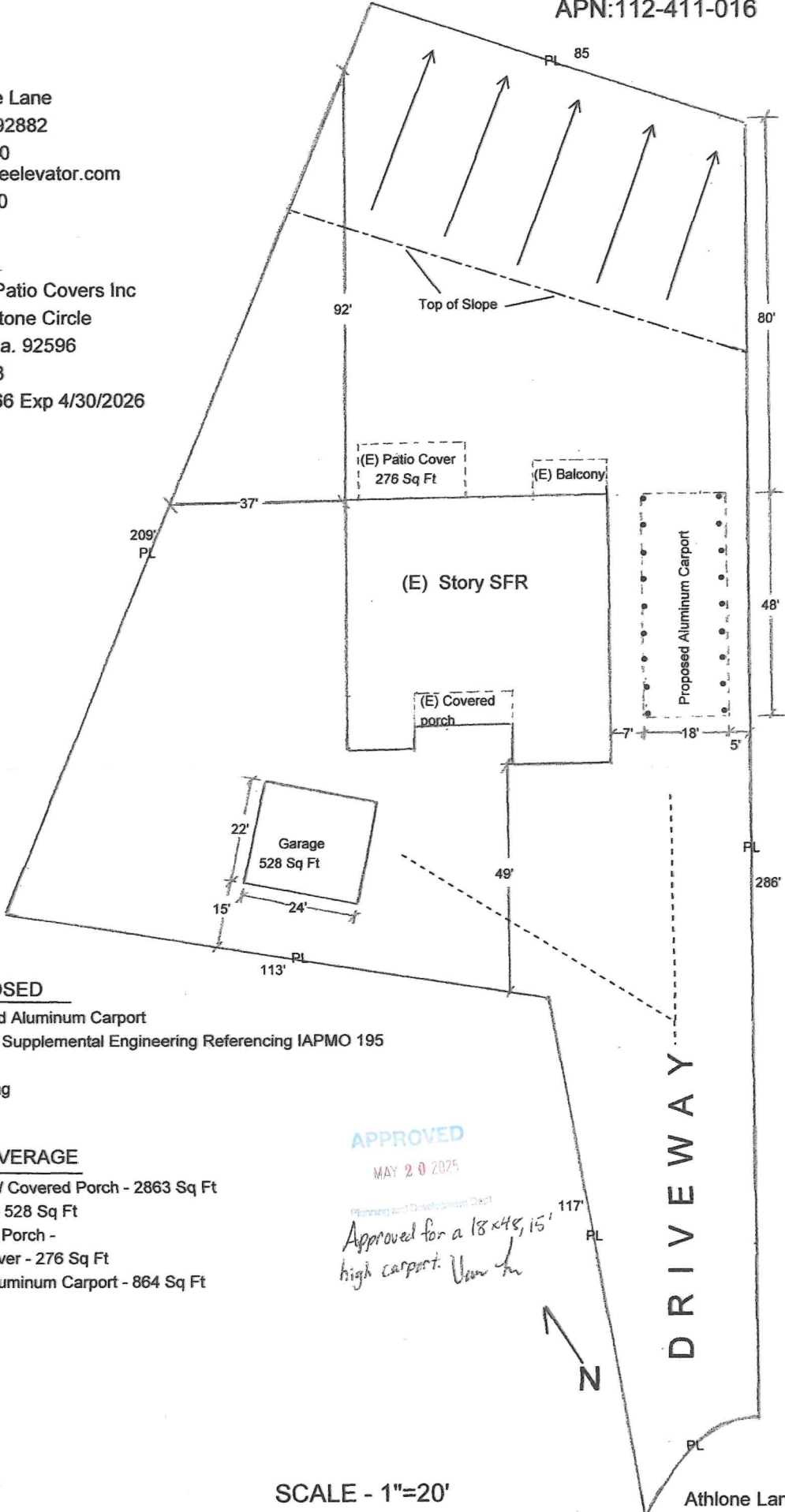
DEPICTION OF CARPORT STRUCTURE

(ATTACHED 5 PAGES)

APN:112-411-016

Owner;
Art Gumm
1141 Athlone Lane
Corona Ca. 92882
562-921-0040
art@smartriseelevator.com
562-921-0040

Contractor;
First Choice Patio Covers Inc
34430 Soapstone Circle
Winchester Ca. 92596
951-816-0018
CSL - 1089866 Exp 4/30/2026



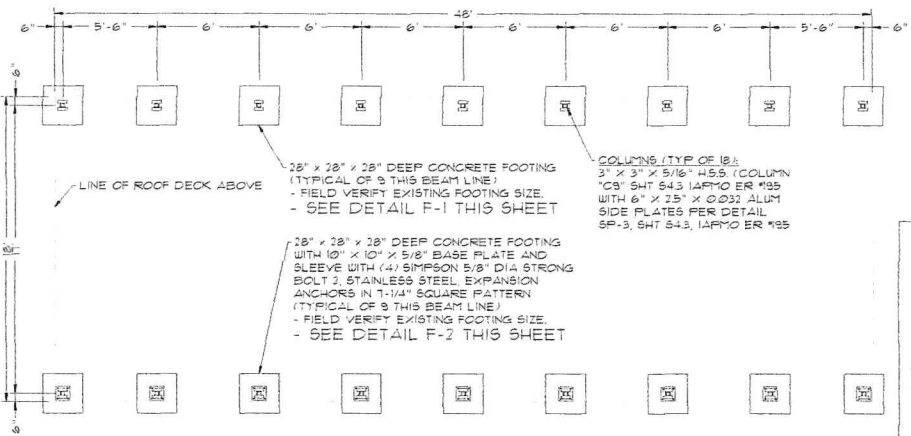
PROPOSED
18'x48' Solid Aluminum Carport
Per IAPMO Supplemental Engineering Referencing IAPMO 195
15' High
Freestanding

LOT COVERAGE
(E) House w/ Covered Porch - 2863 Sq Ft
(E) Garage - 528 Sq Ft
(E) Covered Porch -
(E) Patio Cover - 276 Sq Ft
Proposed Aluminum Carport - 864 Sq Ft

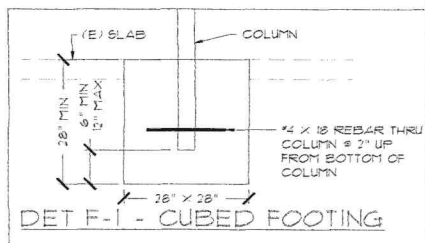
APPROVED
MAY 20 2025
Planning and Development Dept
*Approved for a 18'x48', 15'
high carport. View in*

SCALE - 1"=20'

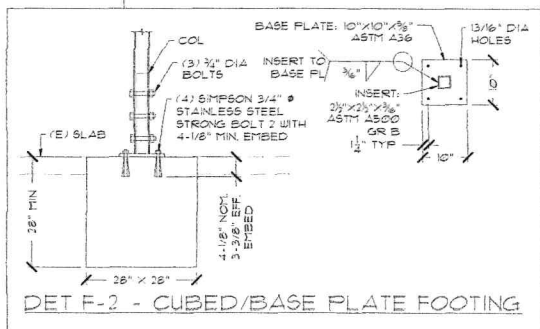
Athlone Lane



FOUNDATION PLAN
SCALE 3/16" = 1'



DET F-1 - CUBED FOOTING



DET F-2 - CUBED/BASE PLATE FOOTING

INDEX: CARPORT COVER

- 5-1 - FOUNDATION PLAN AND DETAILS
- 5-2 - ROOF FRAMING PLAN AND DETAILS
- 5-3 - SECTION, NOTES, DESIGN CRITERIA
- 5-4 - COMPONENTS



INFINITY ENGINEERING SCOPE OF WORK:
PROVIDE STRUCTURAL PLANS AND DETAILS TO REINFORCE THE EXISTING 48' X 18' FREESTANDING ALUMINUM CARPORT COVER

INFINITY ENGINEERING LP
9188 GREENBACK LANE, #16
ORANGEVALE, CA 95662
916-987-0839

DESIGN CRITERIA:
BUILDING CODE: 2022 CBC/CRC
LIVE LOAD: 20 PSF
WIND: 110 (ULT.) MPH EXP 'C'

CUSTOMER:
RC CONSULTING SERVICES
P.O. BOX 7114, NORCO, CA 95860
(951) 538-0160

DRAWN: JEH
DATE: 5-6-25
SCALE: AS NOTED
JOB: 425-212

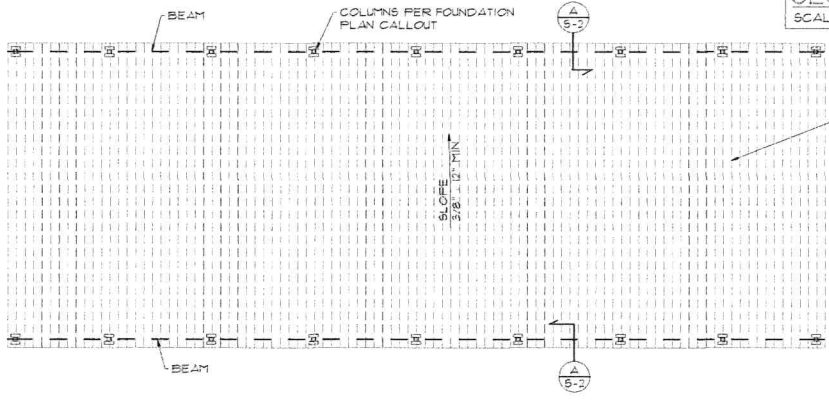
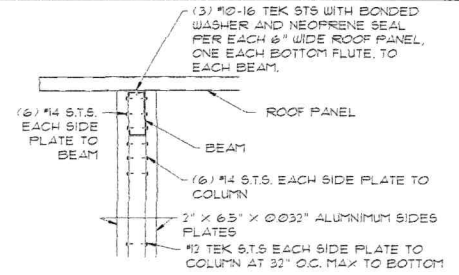
PROJECT LOCATION:
GUMPT RESIDENCE
1141 ATHLONE LANE
CORONA, CA

SHEET: 5-1
CONTRACTOR:
FIRST CHOICE PATIO COVERS

SIGNED: 5-7-25

BEAM SCHEDULE

BEAM - BEAM "B" (3x8x0.047" ALUM.)
 - DET B(1), S(1), IAFMO ER '0193



ROOF FRAMING PLAN
 SCALE 3/16" = 1'



SIGNED: 5-1-25

INFINITY ENGINEERING L.P. 9199 GREENBACK LANE #16 ORANGEVALE CA 95662 916-981-0839	DESIGN CRITERIA: BUILDING CODE: 2022 CBC/CRC LIVE LOAD + 20 PSF WIND 110 (ULT) MPH EXP 'C'	CUSTOMER: RC CONSULTING SERVICES P.O. BOX 7114, NORCO, CA 95860 (951) 538-0160	DRAWN: JEH DATE: 5-6-25 SCALE: AS NOTED JOB: 125-213	PROJECT LOCATION: GUNNY RESIDENCE 1141 ATHLONE LANE CORONA, CA	SHEET: S-2 CONTRACTOR: FIRST CHOICE PATIO COVERS
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DESIGN LOADS AND FACTORS

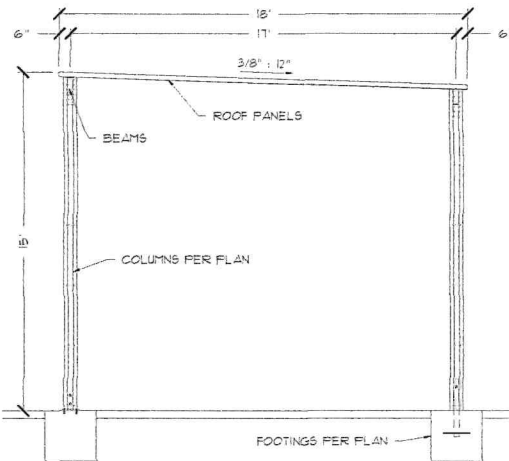
ROOF/SNOW CRITERIA:
 ROOF LIVE LOAD = 20 PSF (PATIO COVER HT OVER 12')
 ROOF DEAD LOAD = 2 PSF

WIND CRITERIA:
 BASIC WIND SPEED = 85 (ASD) OR 110 (ULT) MPH
 WIND IMPORTANCE FACTOR = 1
 WIND EXPOSURE = C
 INTERNAL PRESSURE COEFFICIENT = +0.18 / -0.18

SEISMIC CRITERIA:
 SEISMIC IMPORTANCE FACTOR I = 1.0
 MAPPED SPECTRAL RESPONSE COEFF. $S_s = 1.50$, $S_D = 1.40$
 SITE CLASS = D
 SEISMIC DESIGN CATEGORY = E
 BASIC SEISMIC FORCE RESISTING SYSTEM = CANT COLUMN
 DESIGN BASE SHEAR = 0.280 W
 SEISMIC RESPONSE COEFFICIENT, $C_s = 1.0$
 RESPONSE MODIFICATION FACTOR, R = 1.5
 OVERSTRENGTH FACTOR, $\gamma = 1.25$
 ANALYSIS PROCEDURE USED = EQUIVALENT LATERAL FORCE

GEOTECHNICAL:
 ALLOWABLE SOIL BEARING PRESSURE = 1500 PSF

CODES:
 2022 CBC / ASCE 7-16



SECTION B-B
 SCALE 1/4" = 1'

GENERAL NOTES:

1. THE PATIO COVER STRUCTURE SHOWN IN THIS PLAN IS INTENDED TO COMPLY WITH THE 2022 C.B.C., ASCE 7-16, AND DURALUM PRODUCTS INC. IAFMO #0195
2. UNLESS NOTED OTHERWISE ON PLANS, CONCRETE ANCHORS SHALL BE 3/8" DIA SIMPSON STRONG BOLT 2 SS PER ICC ESR-3037, MINIMUM SPACING = 6", MINIMUM EDGE DISTANCE = 8", MINIMUM EMBEDMENT = 2".
3. FASTENERS: POP RIVETS SHALL BE 1/8" DIA W/ 9050 ALUM RIVET AND CARBON STEEL PLATED MANDREL. SHEET METAL SCREWS SHALL BE STAINLESS STEEL. CAD. PLATED OR GALVANIZED. ALL ALUMINUM EXTRUSIONS ARE OF ALLOY AND TEMPERED PLATED OR GALVANIZED. ALL ALUMINUM EXTRUSIONS ARE OF ALLOY AND TEMPER 6061-T6 UNLESS OTHERWISE NOTED.
4. CONTRACTOR TO ENSURE ALL PENETRATIONS INTO EXISTING STRUCTURE ARE SEALED TO PREVENT WATER INTRUSION.
5. MATERIALS:
 CONCRETE: SHALL HAVE A MINIMUM COMP. STRENGTH OF 1500 PSI = 28 DAYS
 REBAR: ASTM A615 - GR 40 (MIN)
 ANCHOR BOLTS: ASTM A307, A36, OR F-1554-GR 36
 STEEL COL'S (H.S.S.): ASTM A500 GR.B, Fy=46KSI
 ALUMINUM: AS NOTED ON IAFMO #0195



SIGNED: 5-7-25

INFINITY ENGINEERING L.P.
 9199 GREENBACK LANE #16
 ORANGEVALE CA 95662
 916-981-0839

DESIGN CRITERIA:
 BUILDING CODE: 2022 CBC/CRC
 LIVE LOAD = 20 PSF
 WIND: 110 (ULT) MPH EXP 'C'

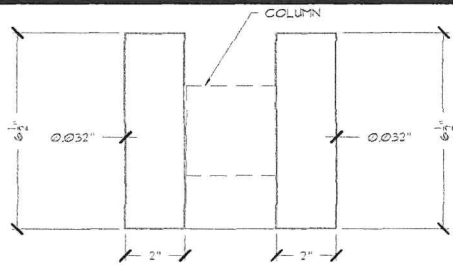
CUSTOMER:
 RC CONSULTING SERVICES
 PO BOX 7114, NORCO, CA 92860
 (951) 538-0160

DRAWN: JEH
DATE: 5-6-25
SCALE: AS NOTED
JOB: 125-212

PROJECT LOCATION:
 GUYTI RESIDENCE
 1141 ATHLONE LANE
 CORONA, CA

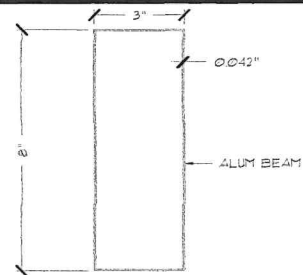
SHEET: 5-3

CONTRACTOR:
 FIRST CHOICE PATIO COVERS



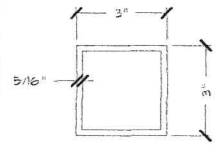
2"x6-1/2" SIDE PLATES

3004-H36 ALUM (t=0.042")
(DETAIL "SP-3", S4.3, IAFMO *0195)



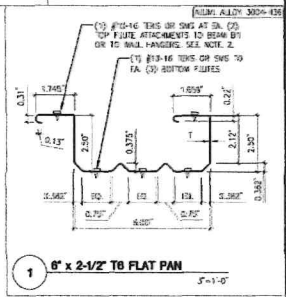
3"x8" BEAM

3004-H36 ALUM (t=0.042")
(DETAIL "B11", S4.1, IAFMO ER *195)



COLUMN

A5711 A500 GR. B
(F_y=46000 PSI)
(DETAIL "C8", S4.3, IAFMO *0195)



6" x 2-1/2" TO FLAT PAN
3/8"-1'-0"



INFINITY ENGINEERING, L.P.
8198 GREENBACK LANE, #16
ORANGEVALE, CA 95662
916-987-0839

DESIGN CRITERIA:
BUILDING CODE: 2013 CBC/CRC
LIVE LOAD: 20 PSF
WIND: 110 (ULT) MPH EXP 'C'

CUSTOMER:
RC CONSULTING SERVICES
P.O. BOX 1114, NORCO, CA 95860
(951)538-0160

DRAWN: JEH
DATE: 5-6-25
SCALE: AS NOTED
JOB #25-312

PROJECT LOCATION:
GUMM RESIDENCE
1141 ATHLONE LANE
CORONA, CA

SHEET: 5-4
CONTRACTOR:
FIRST CHOICE PATIO COVERS