

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: CITY OF MANHATTAN BEACH DEPT OF COMMUNITY DEVELOPMENT 1400 HIGHLAND AVENUE MANHATTAN BEACH, CA 90266	
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Free Recording Requested pursuant to Government Code Section 27383

COVENANT AND AGREEMENT
(JUNIOR ACCESSORY DWELLING UNIT)

This Covenant and Agreement is made and entered into as of the ____ day of _____, 20____, by and among the undersigned, Edgar Dyson Worth and Tarinee Worth Husband and Wife as Joint Tenants (the “Owner(s)”), and the City of Manhattan Beach, a California municipal corporation (the “City”).

RECITALS

- A. The Owner represents and warrants that Owner is the record owner of the real property (the “Property”) located in the City of Manhattan Beach, County of Los Angeles, State of California, particularly and legally described as follows:
 - *Street Address:* 1561 2nd Street, Manhattan Beach, CA 90266
 - *Los Angeles County APN Number(s):* 4164-025-027
 - *Legal Description:* THE SOUTH HALF OF LOT 26 IN BLOCK 51 IN REDONDO VILLA TRACT “B”, IN THE CITY OF MANHATTAN BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11 PAGE 110, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
- B. The Owner acquired title to the Property by Deed recorded as Instrument No(s). 20240704172.
- C. The Owner applied to the City for approval of a junior accessory dwelling unit (“JADU”) on the Property.
- D. The Owner is required to record this covenant as a condition precedent to the issuance of the building permit for the JADU pursuant to the Manhattan Beach Municipal Code.
- E. The City has a property interest in the streets adjacent to the Property and owns other property within the City.

NOW THEREFORE, based on the foregoing, and as a condition of the issuance of the necessary permits and certificates, the Owner hereby covenants, promises, and agreed, on behalf of the Owner and the Owner's heirs, representative, 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 streets, sidewalks, and public property, as follows:

1. The Owner and all Successors shall maintain the JADU and the Property in substantial compliance with the plans submitted and approved by the City's Planning Division of the Community Development Department, and in accordance with all applicable JADU requirements and standards.
2. The JADU on the Property shall not be sold or otherwise conveyed separately from the primary residence on the Property.
3. The Property shall at all times be owner occupied, unless the owner of record is a government agency, land trust, or housing organization. The JADU shall be considered a legal dwelling unit only so long as either the primary residence or the JADU is occupied by the owner of record of the Property, unless the owner is a government agency, land trust, or housing organization.
4. The JADU shall not be rented for a term shorter than 30 days.
5. It is the intention that this Covenant and Agreement shall constitute a covenant running with the land. 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, and each of the Successors. In addition and without limiting the foregoing, any violation will be subject to penalties as provided in Manhattan Beach Municipal Code Chapter 1.04.
6. If 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.

IN WITNESS WHEREOF, the parties hereto have executed this Covenant and Agreement as of the date first written above.

[signatures begin on next page]

CITY OF MANHATTAN BEACH,
a California municipal corporation

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

Quinn M. Barrow, City Attorney

DECLARANT/OWNER

By: _____
Name: _____
(Print Name)

By: _____
Name: _____
(Print Name)

CALIFORNIA ALL-PURPOSE 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 _____ before me, _____ Notary Public, personally appeared _____, 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, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) 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.

Place Notary Seal Above

Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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