Recording Requested by:
When Recorded Mail to:

CITY OF RIVERSIDE
3900 Main Street
Riverside, CA 92522

Attn: City Clerk
DP-2022-01038

(Space Above for Recorder's Office)

# HISTORIC PROPERTY PRESERVATION AGREEMENT

## ("MILLS ACT CONTRACT")

**between**

**THE CITY OF RIVERSIDE,**
**a charter city and municipal corporation**

**and**

**TEODOR M. DUMITRESCU**
**and**
**PAULINE MARQUEZ-DUMITRESCU,**
**Husband and Wife as Joint Tenants**

**Owner of the property located at**

**3141 Lime Street**
**Riverside, CA 92501**

**APN: 213-041-010**

**HISTORIC PROPERTY PRESERVATION AGREEMENT**

**("MILLS ACT CONTRACT")**

**THIS AGREEMENT** is made this _____, by and between the City of Riverside, a charter city and municipal corporation ("City") and Teodor M. Dumitrescu and Pauline Marquez-Dumitrescu, Husband and Wife as Joint Tenants ("Owner").

RECITALS

1. California Government Code section 50280, et. seq. allow cities the discretion to enter into contracts with the owners of qualified historic properties, as that term is defined in Government Code section 50280.1, for the purpose of providing for the use, maintenance, protection, and restoration of such historic property so as to retain its characteristics as property of historic significance.

2. Owner holds fee title in and to that certain real property, together with associated structures and improvements thereon, generally located at the street address 3141 Lime Street, Riverside, California ("Historic Property"). A legal description of the Historic Property is attached hereto as Exhibit "A," and incorporated herein by this reference.

3. On September 21, 1988, the Cultural Heritage Board and/or the City Council designated the Historic Property as an historic resource pursuant to the terms and provisions of Title 20 of the Riverside Municipal Code.

4. City and Owner desire to enter into this Agreement for the purpose of protecting and preserving the characteristics of historical significance of the Historic Property that help provide the community with its own unique civic identity and character.

5. Owner, in consideration for abiding by the terms of this Agreement, shall be entitled to qualify for a reassessment of valuation of the Historic Property, pursuant to the provisions of Chapter 3, Part 2, of Division 1 of the California Revenue and Taxation Code, and any corresponding adjustment in property taxes resulting therefrom.

TERMS

NOW, THEREFORE, the City and Owner in consideration of mutual covenants and conditions set forth herein, do hereby agree as follows:

1. Effective Date and Term of Agreement. This Agreement shall be effective and commence on July 1, 2023 ("Effective Date") and shall remain in effect for a minimum term of ten (10) years thereafter.

2. Yearly Renewal. Each year upon the anniversary of the Effective Date ("Renewal Date"), an additional one (1) year shall automatically be added to the remaining term of the Agreement unless a notice of nonrenewal is delivered as provided in Section 3 of this Agreement.

3. Nonrenewal. If either the Owner or City desire in any year not to renew this Agreement, Owner or City shall serve a written notice of nonrenewal upon the party in advance of the Renewal Date ("Notice of Nonrenewal"). The Notice of Nonrenewal shall be effective only if served by Owner upon City at least ninety (90) days prior to the Renewal Date, or if served by City upon Owner, the Notice of Nonrenewal shall be effective only if served upon Owner at least sixty (60) days prior to the Renewal Date. If either City or Owner serve a Notice of Nonrenewal in any year, this Agreement shall remain in effect for the balance of the term then remaining from the last Renewal Date (or from the Effective Date if no Renewal Date has yet occurred).

4. Owner Protest of City Nonrenewal. Within fifteen (15) days of Owner's receipt of the Notice of Nonrenewal from City, Owner may file with City a written protest of the Notice of Nonrenewal. Upon receipt of the written protect, the City Council shall set a hearing prior to the expiration of the Renewal Date of this Agreement. Owner may furnish the City Council with any information which Owner deem relevant and shall furnish the City Council with any information it may require. The City Council may, at any time prior to the annual Renewal Date, withdraw its Notice of Nonrenewal.

5. Standards for Historical Property. During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

A. Owner shall preserve and maintain the characteristics of the cultural and historical significance of the Historic Property. Attached hereto as Exhibit "B," and incorporated herein by this reference, is a list of the minimum standards and conditions for maintenance, use, protection, and preservation of the Historic Property, which shall apply to the Historic Property and be complied with by Owner throughout the term of this Agreement. In addition, Owner shall comply with the terms of the City's Cultural Resources Ordinance (Title 20 of the Riverside Municipal Code), and shall obtain any applicable permits necessary to protect, preserve, restore, and rehabilitate the Historic Property so as to maintain its historical and cultural significance.

B. Owner shall, where necessary, repair, maintain, restore, and rehabilitate the Historic Property according to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, Secretary of the Interior's

Standards for the Treatment of Historic Properties, the State Historical Building Code and the City of Riverside. The condition of the interior and exterior of the Historic Property on the effective date of this Agreement is documented in photographs attached as Exhibit "C" and incorporated herein by this reference. At a minimum, Owner shall continually maintain the exterior of the Historic Property in the same condition as documented in Exhibit "C."

C. Owner shall carry out specific restoration, repair, maintenance, and/or rehabilitation projects on the Historic Property, as outlined in the attached Exhibit "D," which is incorporated herein by this reference. All such projects shall be undertaken and completed in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preservation, Restoration and/or Rehabilitation and the City of Riverside Residential Historic District design guidelines.

D. Owner shall not be permitted to block the view corridor with any new structure, such as walls, fences or shrubbery, so as to prevent the viewing of the Historic Property from the public right-of-way.

6. Interior and Exterior Inspections. Prior to the approval, execution and recordation of this Agreement, and every five years thereafter, the City shall inspect the interior and exterior of the premises to determine Owner's compliance with the terms and provisions of this Agreement.

7. Provision of Information of Compliance. Owner hereby agrees to furnish City with any and all information requested by City, which City deems necessary or advisable to determine eligibility of the Historic Property and compliance with the terms and provisions of this Agreement.

8. Breach of Agreement; Remedies.

A. Notice of Breach; Opportunity to Cure. If Owner breaches any provision of this Agreement, City may give written notice to Owner by registered or certified mail detailing Owner's violations. If such violation is not corrected to the reasonable satisfaction of City within thirty (30) days after the date of notice of violation, or within such a reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within thirty (30) days and thereafter diligently pursued to completion), the City may, without further notice, declare Owner to be in breach of this Agreement. Upon City's declaration of Owner's breach, City may pursue any remedy available under local, state, or federal law, including those specifically provided for in this section.

B. Remedy - Cancellation. City may cancel this Agreement if City determines, following a duly noticed public hearing in accordance with Government Code section 50286, that Owner breached any of the conditions of the Agreement, Owner allowed the Historic Property to deteriorate to the point that it no longer meets the standards for a qualified historic property, or Owner failed to maintain and preserve the Historic Property in accordance with the terms of this Agreement. If this Agreement is cancelled, under this paragraph, Owner shall pay a cancellation fee to Office of the Auditor for the County of Riverside as required by Government Code section 50286.

C. Alternative Remedies. As an alternative to cancellation of this Agreement for Owner's breach of any condition, City may bring an action in court necessary to

enforce this Agreement including, but not limited to, an action to enforce this Agreement by specific performance, injunction, or receivership.

9. Destruction of Property; Eminent Domain; Cancellation. If the Historic Property is destroyed by earthquake, fire, flood, or other natural disaster such that in the opinion of the City Building Official more than sixty percent (60%) of the original fabric of the structure must be replaced, this Agreement shall be cancelled because the historic value of the structure will have been destroyed. If the Historic Property is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by the City Council to frustrate the purpose of this Agreement, this Agreement shall be cancelled. No cancellation fee pursuant to Government Code section 50286 shall be imposed if the Agreement is cancelled pursuant to this Section.

10. Waiver. City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties are available to the City to pursue in the event that there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

11. Binding Effect of Agreement. Owner hereby subjects the Historic Property to the covenants, conditions, and restrictions set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, conditions, and restrictions set forth herein shall be deemed covenants running with the land and shall inure to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. Each and every contract, deed or other instrument

herein after executed, covering or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

12. Covenants Run with the Land. City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historical characteristics and significance of the Historic Property for the benefit of the public and the Owner.

13. Notice. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto:

City: City of Riverside
Community & Economic Development Department
Planning Division
3900 Main Street
Riverside, CA 92522

Owner: Teodor Dumitrescu and Pauline Marquez-Dumitrescu
3141 Lime Street
Riverside, CA 92501

14. Effect of Agreement. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor shall such terms, provisions or conditions cause the parties to be considered joint venturers or members of any joint enterprise.

15. Indemnity of City. Owner shall defend, indemnify, and hold harmless City and its elected officials, officers, agents and employees from any actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state or local governmental agency, arising out of or incident to (i) the direct or indirect use operation, or maintenance of the Historic Property by Owner or any contractor, subcontractor, employee, agent, lessee, licensee, invitee, or any other person; (ii) Owner's activities in connection with the Historic Property; and (iii) any restrictions on the use or development of the Historic Property, from application or enforcement of Title 20 of the City's Municipal Code, or from the enforcement of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. Owner's obligation to indemnify shall survive the termination, cancellation, or expiration of this Agreement and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.

16. Binding Upon Successors. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.

17. Legal Costs. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, conditions or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may

recover all reasonable attorneys' fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

18. Severability. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby.

19. Recordation. Owner or agent of an owner shall record the contract with the county in which the property is located within six (6) months of entering into the contract.

20. Amendments. This Agreement may be amended, in whole or in part, only by written recorded instrument executed by the parties hereto.

21. Governing Law and Venue. This Agreement shall be construed and governed in accordance with the laws of the State of California. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county

IN WITNESS WHEREOF, City and Owner have executed this Agreement on the day and year first above written.

CITY OF RIVERSIDE

By _____
City Manager

ATTESTED TO:

By _____
City Clerk

OWNER:
TEODOR M. DUMITRESCU and
PAULINE MARQUEZ-DUMITRESCU,
Husband and Wife as Joint Tenants

_____
Teodor M. Dumitrescu

_____
Pauline Marquez-Dumitrescu

APPROVED AS TO FORM

_____
Layla Sarwari
Deputy City Attorney

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22-1112 LAS 07/19/22

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

## ACKNOWLEDGMENT

State of California
County of Riverside

On Aug. 4, 2022, before me, Patricia V Villa, Notary Public, personally appeared Teodor M. Dumitrescu, 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.

PATRICIA V. VILLA
Notary Public - California
Riverside County
Commission # 2257772
My Comm. Expires Sep 10, 2022

(SEAL)

Signature

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

## ACKNOWLEDGMENT

State of California
County of Riverside

On Aug. 4, 2022, before me, Patricia V Villa, Notary Public, personally appeared Marline Marquez Dimitrescu 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 (SEAL)

PATRICIA V. VILLA
Notary Public - California
Riverside County
Commission # 2257772
My Comm. Expires Sep 10, 2022

**EXHIBIT "A"**
**LEGAL DESCRIPTION**

APN: 213-041-010
Address: 3141 Lime Street

That certain real property located in the City of Riverside, County of Riverside, State of California, being a portion of Block 1, Range 4 of the Town of Riverside, as shown by map on file in Book 7, Page 17 of Maps, Records of San Bernardino County, California, described as follows

**BEGIINING** at a point on the Westerly line of Lime Street, 115 feet Southerly from the Northeasterly corner of Block 1, Range 4;

Thence Southerly along said Westerly line of Lime Street 50 feet;

Thence at a right angle Westerly and parallel with the Southerly line of First Street, 157 1/2 feet to the Easterly line of a 15 foot an Alley;

Thence at right angle Northerly along the Easterly line of said Alley, 50 feet;

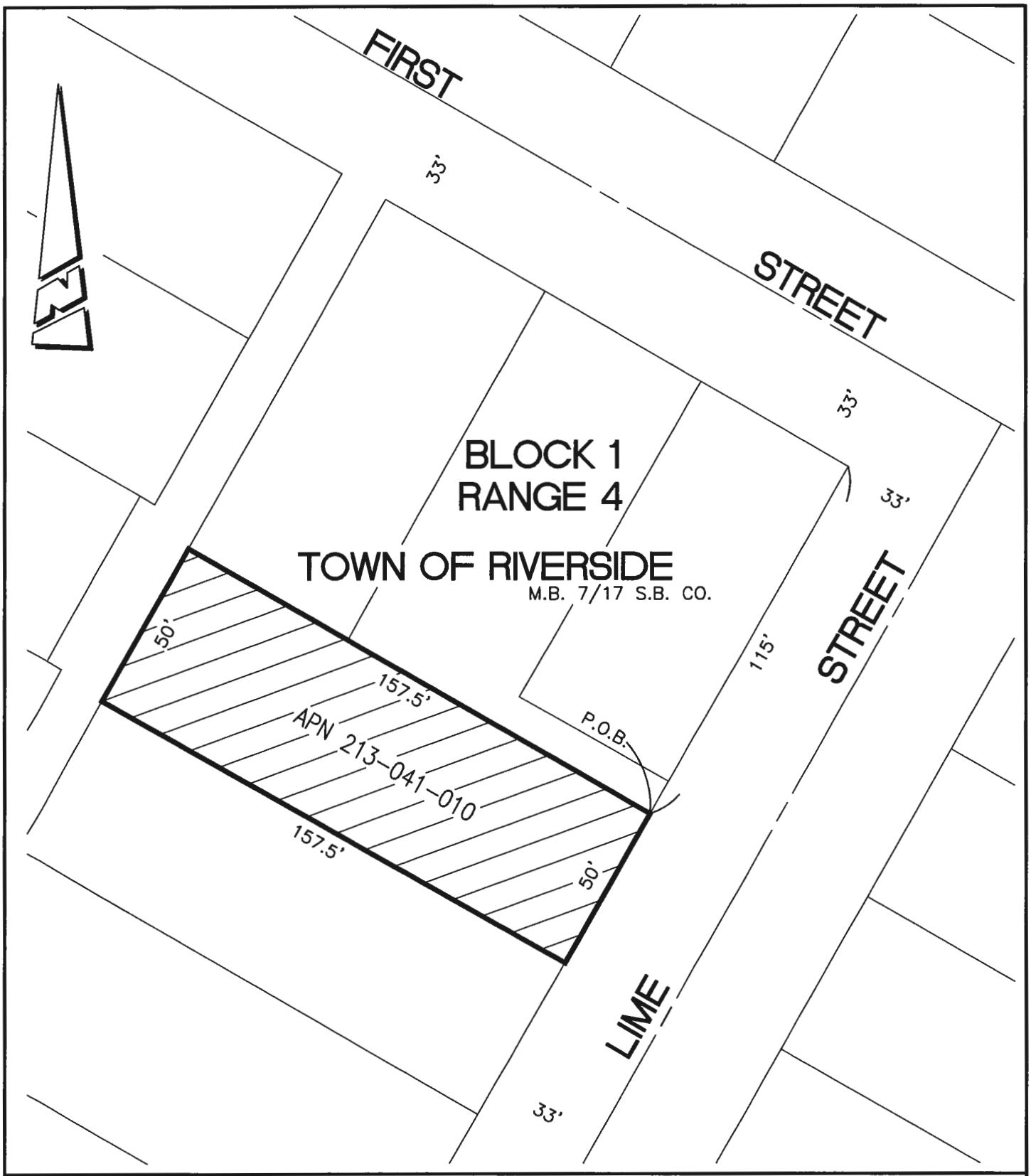
Thence at a right angle Easterly and parallel with the Southerly line of First Street, 157 1/2 feet to the **POINT OF BEGINNING.**

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

7/8/22 Prep. CS

Curtis C. Stephens, L.S. 7519 Date






# • CITY OF RIVERSIDE, CALIFORNIA •

| | | |
|---|---|---|
| THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN. | SHEET 1 OF 1 | |
| SCALE: 1"=40' | DRAWN BY: CURT DATE: 7/8/22 | SUBJECT: 3141 LIME STREET – APN 213-041-010 |

# Exhibit "B"
# Property Maintenance Minimum Standards

Properties shall comply with all regulations of Health and Public Safety including the "Duty to Maintain" as outlined in Title 6 of the Riverside Municipal Code. Properties that are part of the Mills Act program shall comply with:

1) Section 20.30.030, Duty to maintain, as outlined in Title 20 of the Riverside Municipal Code;
2) Properties shall not have non-operational vehicles or portions of them in public view;
3) Properties shall not have stagnant or standing water;
4) Properties shall not have overgrown or decaying landscaping. All landscape features should be maintained including, but not limited to, grass, trees, and any plantings;
5) Landmark properties shall prominently display and properly maintain their City Landmark plaque.

Exhibit "C"
3141 Lime Street



Exhibit "D"
MILLS ACT PROGRAM TEN-YEAR REHABILITATION PLAN

3141 Lime Street (DP-2022-01038)
City of Riverside

| Year | Proposed Project | Estimated Cost |
|---|---|---|
| Year 1 | Flooring replacement | 5,000 |
| Year 2 | Chimney insert | 7,000 |
| Year 3 | Electrical upgrade | 2,000 |
| Year 4 | Kitchen cabinets<br>Laundry room cabinets | 10,000 |
| Year 5 | Fence side gate | 500 |
| Year 6 | Kitchen new counters | 3,000 |
| Year 7 | Masonry repair | 600 |
| Year 8 | Painting exterior garage and carriage house | 3,500 |
| Year 9 | New porch | 9,000 |
| Year 10 | New window screens | 2,000 |
| | Total | 42,600 |

Projects may be interior or exterior, but must utilize all of your tax savings. All projects that affect the exterior of the residence are subject to Cultural Heritage Board/Staff review and approval before work begins. Work must meet all City requirements and the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. Retain copies of all receipts and permits for submittal with the required annual reports. Photograph the before and after condition of each project for submittal with the annual reports.

At the end of ten years a new work plan must be submitted by the property owner to City Mills Act staff, for review and approval.

The above ten-year plan is that submitted by the undersigned.

Teodor M. Dumitrescu _____ 8/4/2022
Teodor M. Dumitrescu Date

Pauline Marquez-Dumitrescu _____ 8/4/2022
Pauline Marquez-Dumitrescu Date