

WHEN RECORDED MAIL TO:

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

Project: 3650 Market Street
Stalder Building
APN: 213-222-003

For Recorder's Office Use Only

HISTORIC FACADE EASEMENT AGREEMENT

(STALDER PLAZA, LP)
3650 Market Street (Stalder Building)
Assessor's Parcel Number 213-222-003

THIS HISTORIC FACADE EASEMENT AGREEMENT ("Easement"), dated this ____ day of _____, 2015, is entered into by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City") and STALDER PLAZA, LP, a California limited partnership ("Buyer").

RECITALS

WHEREAS, the City is the owner of real property located at 3650 Market Street, which is at the northeast corner of Market Street and Mission Inn Avenue, known as the Stalder Building ("Property"), which is further described in the legal description attached as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, Buyer desires to purchase in fee the Property; and

WHEREAS, the use, rehabilitation and improvement of the Property by the Buyer pursuant to this Agreement, and the fulfillment generally of the Agreement, are in the vital and best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements; and

WHEREAS, the building located upon the Property is designated as a City Structure of Merit #7 and is a contributor to the Seventh Street Historic District. As such, preservation and/or rehabilitation of its façade is of direct benefit to the City;

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

Section 1. Conveyance of Historic Facade Easement

Buyer, hereby grants and conveys in perpetuity to City, its successors and assigns, a facade easement for the preservation of the historic façade (“Façade”) of the Stalder Building located at 3650 Market Street, for Historical Preservation Purposes.

Section 2. “Historical Preservation Purposes”

“Historical Preservation Purposes” as used in this Easement means the preservation by the Buyer, its successors or assigns, of the Façade of the Stalder Building along both Market Street and Mission Inn Avenue. The Stalder Building is located within the Raincross District of the Downtown Specific Plan. The Stalder Building is designated as a City Structure of Merit #7 and is a contributor to the Seventh Street Historic District. Preservation of the Stalder Building along with careful and compatible design of new development is important in maintaining the Raincross District’s character and unique sense of identity. Buyer understands that improvements affecting the exterior of the Stalder Building are subject to review by the City’s Cultural Heritage Board pursuant to Title 20 of the Riverside Municipal Code and must also be in compliance with the Secretary of the Interior’s Standards for the Treatment of Historic Properties with Guidelines for Rehabilitation. Buyer acknowledges and agrees that it will preserve and rehabilitate the Stalder Building façade along both Market Street and Mission Inn Avenue consistent with the historic 1926 façade as shown in the Purchase and Development Agreement (Exhibit “D”) and the Downtown Specific Plan as well as construct new development pursuant to the Design Standards and Guidelines for the Raincross District of the Downtown Specific Plan.

Section 3. Maintenance

The Facade shall be maintained in good repair by the Buyer, its successor and assigns, at its sole cost and expense, using guidance from applicable National Park Service Preservation Briefs and in accordance with the Secretary of the Interior’s Standards for the Treatment of Historic Properties with Guidelines for Preservation, in effect as of the date of this Easement, and as amended from time to time.

The Buyer and all subsequent grantees, transferees, successors, assigns and owners of the Property shall maintain the Property, building, improvements, landscaping and fixtures in good repair and shall keep the Property free from any accumulation of debris or waste materials, consistent with the customary practice and so as not to create a nuisance, or violate any provision of the City of Riverside Municipal Code.

Brick surfaces shall not be painted unless already painted. Glazed ceramic tile services shall not be painted unless already painted. All exterior surfaces shall be maintained at all times in a clean

and presentable manner, free from chipping, cracking and defacing marks. Any such defacing marks shall be cleaned or removed, using a methodology following National Park Service Preservation Brief No.'s 1, 6, and 22, <http://www.nps.gov/tps/how-to-serve/briefs.htm> within one (1) week of their creation or within one (1) week after notice to Buyer. The Buyer, its successor and assigns, shall at all times maintain the visible exteriors in a clean, safe and presentable manner, free from defacing marks or any disrepair. The Buyer and its successor and assigns, shall maintain and/or repair the visible exteriors of the building. All exterior maintenance must be in compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties and all applicable provisions of the City of Riverside Municipal Code, specifically Chapter 6.14 and Title 20.

All graffiti and defacement of any type, including marks, words and pictures, must be removed, using a methodology following National Park Service Preservation Brief No.'s 1, 6, 22 and 38, and any necessary painting or repair completed within one (1) week of their creation or within one (1) week after notice to Buyer.

Section 4. Easement to Run With Land

This grant of building facade easement shall run with the land, in perpetuity, and shall be binding on and shall inure to the benefit of the parties hereto, their successors or assigns.

Section 5. Indemnification

Buyer shall indemnify City for any and all liability for personal injury, property damage or any other injury or damage resulting from, arising out of, or attributed to any construction maintenance, or repair or action taken pursuant to this Easement.

Section 6. Securing of Permits

Buyer shall secure all permits legally required by the Building and Safety, Planning, Fire and any other applicable department of the City of Riverside or other governmental agency.

Section 7. Enforcement

The terms of this Easement may be enforced by the City, its successors or assigns.

Section 8. Termination/Amendment

This Easement shall continue in full force and effect and cannot be terminated or amended without the express consent by the City Council of the City of Riverside, by a writing duly recorded.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Riverside California, on the date and year first written above.


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

By: _____
City Manager

Attested to:


By: _____
Colleen Nicol
City Clerk

Approved as to Form:


By: 
Kristi J. Smith
Chief Assistant City Attorney

STALDER PLAZA, LP,
a California limited partnership

By: Regional Properties, Inc.,
a California corporation
General Partner

By: 
Mark Rubin
President

By: Raincross Development Company, LLC
a California limited liability company.
General Partner

By: 
Ted Weggeland
Manager

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 Los Angeles

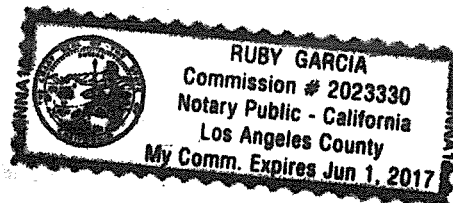
On September 11, 2015, before me, Ruby Garcia, a

notary public, personally appeared Mark Rubin, 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.

Ruby Garcia (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 September 16, 2015, before me, Angela Ferreira, a

notary public, personally appeared Ted Weggeland, 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.

Angela Ferreira (SEAL)
Signature

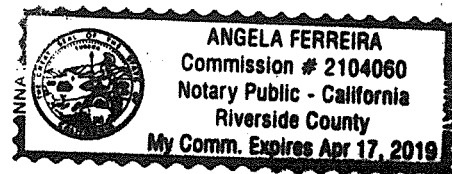


EXHIBIT "A"

EXHIBIT "A"
LEGAL DESCRIPTION

Address: 3650 Market Street (Stalder Building)
A.P.N. 213-222-003

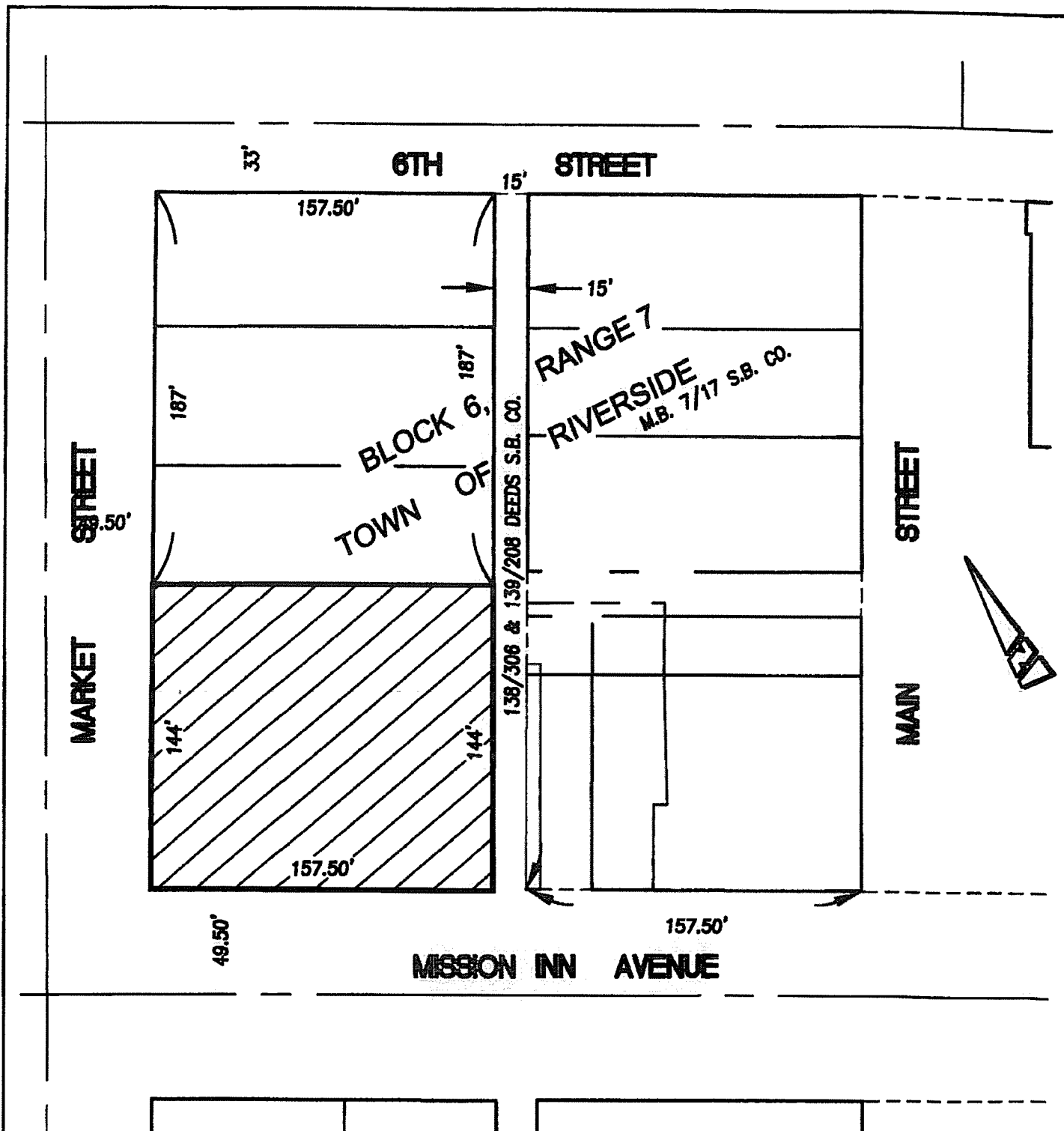
That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

The Northwesternly 157.50 feet of that portion of Block 6, Range 7, of the Town of Riverside, as shown by map on file in Book 7, Page 17 of Maps, records of San Bernardino County, California, lying Southwesterly of the Southwesterly line of the Northeasterly 187 feet of said Block 6.

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

Curtis C. Stephens 3/12/15 Prep. (Signature)
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: N.T.S.

DRAWN BY: CURT DATE: 3/12/15

APN - 213-222-003 STALDER BLDG FASCAD EASEMENT