

Recording Requested by:)
When Recorded Mail to:)
CITY OF RIVERSIDE)
3900 Main Street)
Riverside, CA 92522)
Attn: City Clerk)
P20-0313)

2020-0621932

12/08/2020 01:48 PM Fee: \$ 0.00

Page 1 of 19

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



293

(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

**JAMES P. GLEASON
and
LEIGH ENGEL GLEASON,
Husband and Wife, as Joint Tenants**

Owner of the property located at

**2926 Lime Street
Riverside, CA 92501**

APN: 209-232-029

HISTORIC PROPERTY PRESERVATION AGREEMENT

("MILLS ACT CONTRACT")

THIS AGREEMENT is made this November 13, 2020, by and between the City of Riverside, a charter city and municipal corporation ("City") and James P. Gleason and Leigh Engel Gleason, 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 2926 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 June 19, 2019, 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, 2021 ("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: James P. Gleason and Leigh Engel Gleason
2926 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

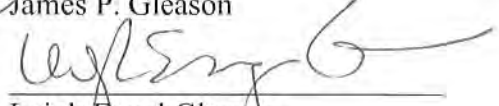
By 
City Manager

ATTESTED TO:

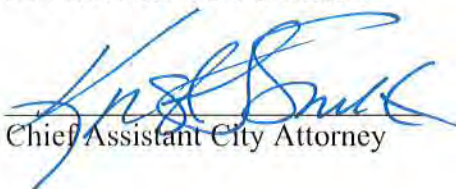
By 
City Clerk

OWNER:
JAMES P. GLEASON and
LEIGH ENGEL GLEASON,
Husband and Wife, as Joint Tenants


James P. Gleason


Leigh Engel Gleason

APPROVED AS TO FORM


Chief Assistant City Attorney

\\Re-Citylaw\Cycom\Wpdocs\D014\P032\00541479.Doc
20-0699

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

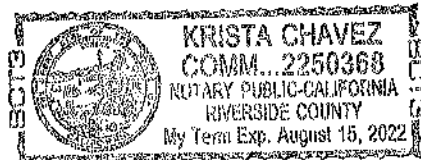
County of Riverside

On AUGUST 25, 2020, before me, Krista Chavez, Notary Public, personally appeared James P. Gleason & Leigh E. Gleason, 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.

Krista Chavez (SEAL)
Signature



CIVIL CODE § 1189

©2015 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

EXHIBIT "A"
LEGAL DESCRIPTION

Address: 2926 Lime Street
A.P.N.: 209-232-029



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

Lot 37 together with Lot 38 of St. Andrews Terraces, as shown by map on file in Book 7, Page 49 of Maps, Records of Riverside County, California.

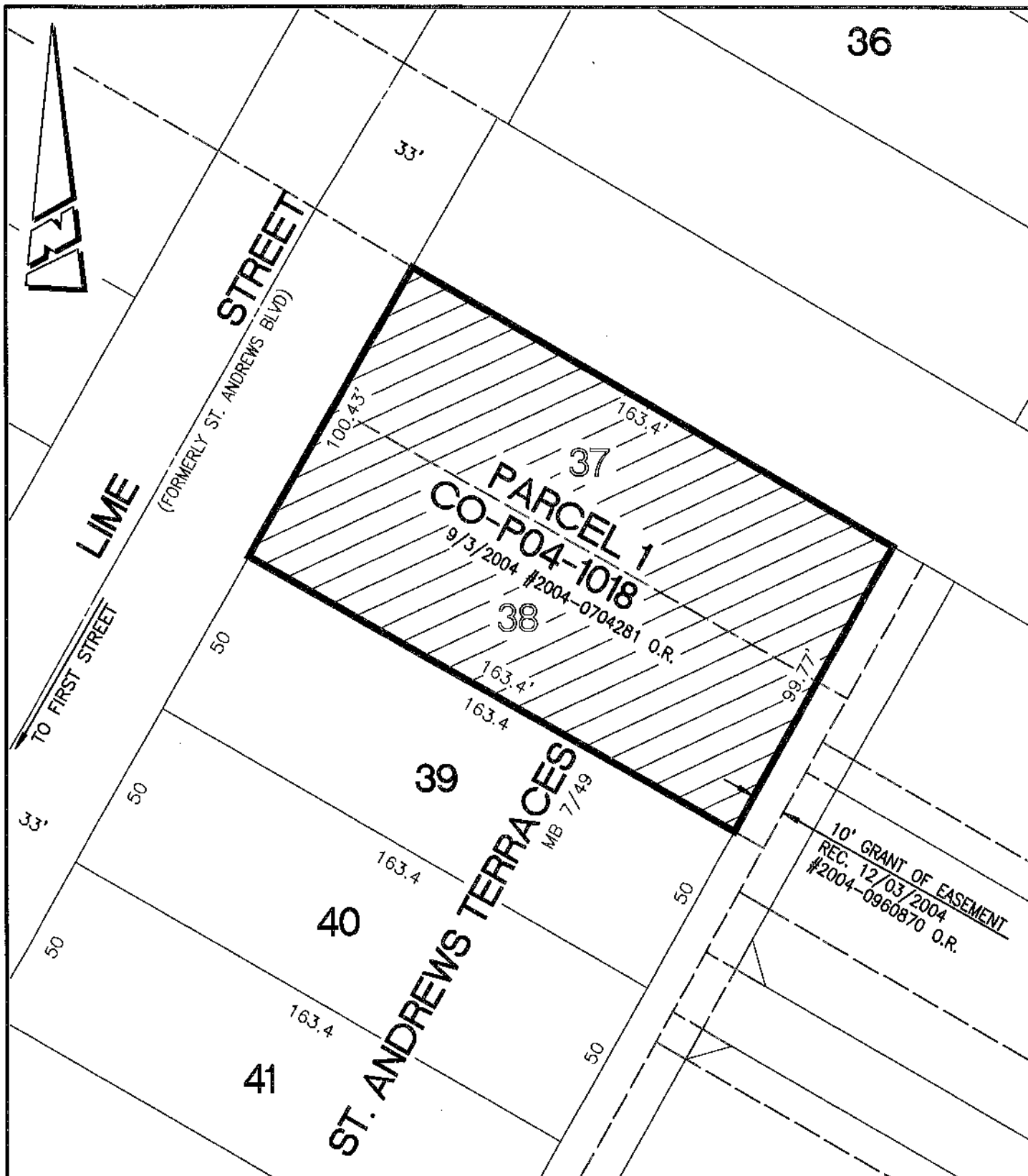
Said legal description is pursuant to Certificate of Compliance CO-P04-1018 recorded September 3, 2004 as Document No. 2004-0704281 of Official Records of Riverside County, California.

EXCEPTING THEREFROM the Southeast 10 feet of said Lot 37 and Lot 38 described in a Grant of Easement in favor of the City of Riverside recorded December 3, 2004 as Document No. 2004-0960870 of Official Records of Riverside County, California.

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


Curtis C. Stephens, L.S. 7519 7/20/20 Date Prep. 





• 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: 7/2/19

SUBJECT: 2926 LIME STREET - APN 209-232-029

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"
2926 Lime Street



Exhibit "C" – 2926 Lime Street

Exhibit "D"
MILLS ACT PROGRAM TEN-YEAR REHABILITATION PLAN
2926 Lime Street (P20-0313)
City of Riverside

Year	Proposed Project	Estimated Cost
Year 1	Rebuild back door stairs and decking	5,000.00
Year 2	Tile work, downstairs bath (floor, shower)	3,000.00
Year 3	Tile work Kitchen	2,500.00
Year 4	Fabrication of matching door/window trim	2,500.00
Year 5	General Maintenance / landscaping	2,500.00
Year 6	Garage (new build) – plans, permits, foundation, framing	\$25,000.00
Year 7	Garage (new build) – finishing: electrical, exterior, doors	50,000.00
Year 8	General Maintenance / landscaping	2,500.00
Year 9	Exterior lighting (house and pathways)	2,500.00
Year 10	General Maintenance / landscaping	2,500.00
	TOTAL	\$98,000.00

Projects may be interior or exterior, but must utilize all of your tax savings. Receipts and documentation are required to substantiate tax savings only, even if estimated costs shown in this plan exceed tax savings. All projects that affect the exterior of the residence are subject to Cultural Heritage Board/Staff review and approval before work begins as required by Title 20. Work must meet all City requirements and the *Secretary of the Interior's Standards for the Treatment of Historic Properties*.

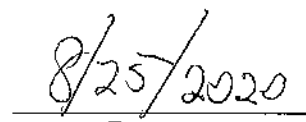
Retain copies of all receipts and permits for submittal with the required annual reports.

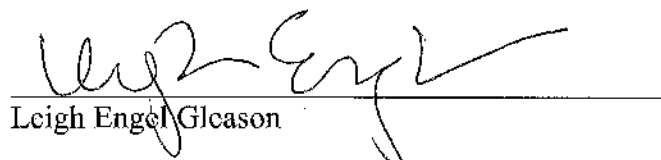
At the end of ten years a new work plan will be submitted by the property owner to City Mills Act staff, for review and approval.

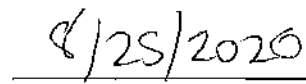
The City of Riverside does not make any of the Mills Act calculations and assumes no liability for the Mills Act calculations submitted by the applicant as part of the application or the Mills Act calculations of the Riverside County Assessor's Office.

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


James P. Gleason


Date


Leigh Engel Gleason


Date

2020-0627576

12/10/2020 12:27 PM Fee: \$ 0.00

Page 1 of 20

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



459

Recording Requested by:)
When Recorded Mail to:)

CITY OF RIVERSIDE)
3900 Main Street)
Riverside, CA 92522)

Attn: City Clerk)
P20-0315)

(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

**RONALD W. LEHMAN
and
LARKE URBAN-VIVAS,
Husband and Wife as Joint Tenants**

Owner of the property located at

**3680 Beechwood Place
Riverside, CA 92506**

APN: 217-253-009

HISTORIC PROPERTY PRESERVATION AGREEMENT
("MILLS ACT CONTRACT")

THIS AGREEMENT is made this November 13, 2020, by and between the City of Riverside, a charter city and municipal corporation ("City") and Ronald W. Lehman and Larke Urban-Vivas, 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 3680 Beechwood Place, 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 April 20, 2020, 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.

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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.

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

Owner: Ronald W. Lehman and Larke Urban-Vivas
3680 Beechwood Place
Riverside, CA 92506

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.

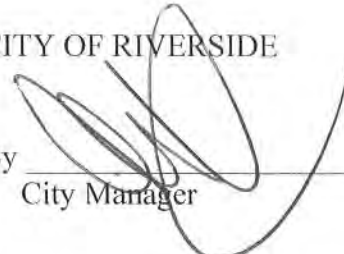
19. Recordation. Owner or agent of an owner shall record the contract with the county in which the property is located within six (6) months of entering into the contract.

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.

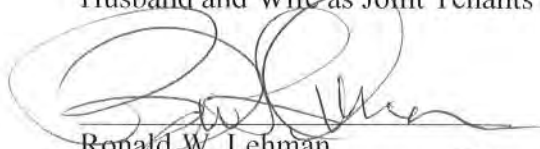
CITY OF RIVERSIDE

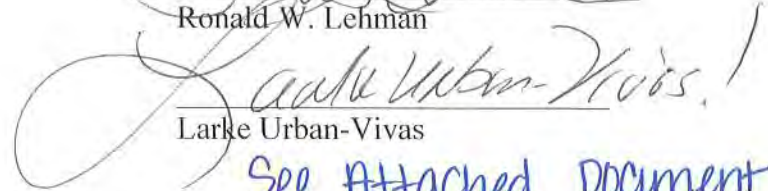
By 
City Manager

ATTESTED TO:

By 
City Clerk

OWNER:
RONALD W. LEHMAN and
LARKE URBAN-VIVAS,
Husband and Wife as Joint Tenants


Ronald W. Lehman


Larke Urban-Vivas

See Attached Document
For notary

APPROVED AS TO FORM


Chief Assistant City Attorney

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

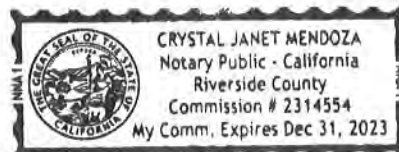
On December 8, 2020, before me, Crystal Janet Mendoza, Notary Public, personally appeared Larke Urbanvivas, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in 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.

Crystal Janet Mendoza
Signature

(SEAL)



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

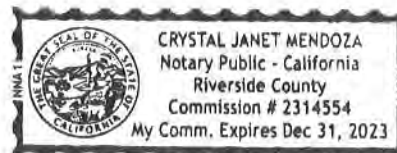
County of Riverside

On December 8, 2020, before me, Crystal Janet Mendoza, Notary Public, personally appeared Ronald Weston Lehman Jr., 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.

Crystal Janet Mendoza (SEAL)
Signature



CALIFORNIA ALL-PURPOSE 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 Riverside)On November 13, 2020 before me, Lorena Verdusco, Notary Public,

Date

Here Insert Name and Title of the Officer

personally appeared xxxxxx Al Zelinka and Colleen J. Nicol xxxxxx

Name(s) of Signer(s)

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~~is~~ they executed the same in ~~his~~ their authorized capacity(ies), and that by ~~his~~ 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

Lorena Verdusco
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Historic Property Preservation Agreement: 3680 Beechwood PlaceDocument Date: November 13, 2020 Number of Pages: Signer(s) Other Than Named Above: **Capacity(ies) Claimed by Signer(s)**Signer's Name: ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: Signer Is Representing: Signer's Name: ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: Signer Is Representing:



EXHIBIT "A"
LEGAL DESCRIPTION

Address: 3680 Beechwood Place
A.P.N.: 217-253-009

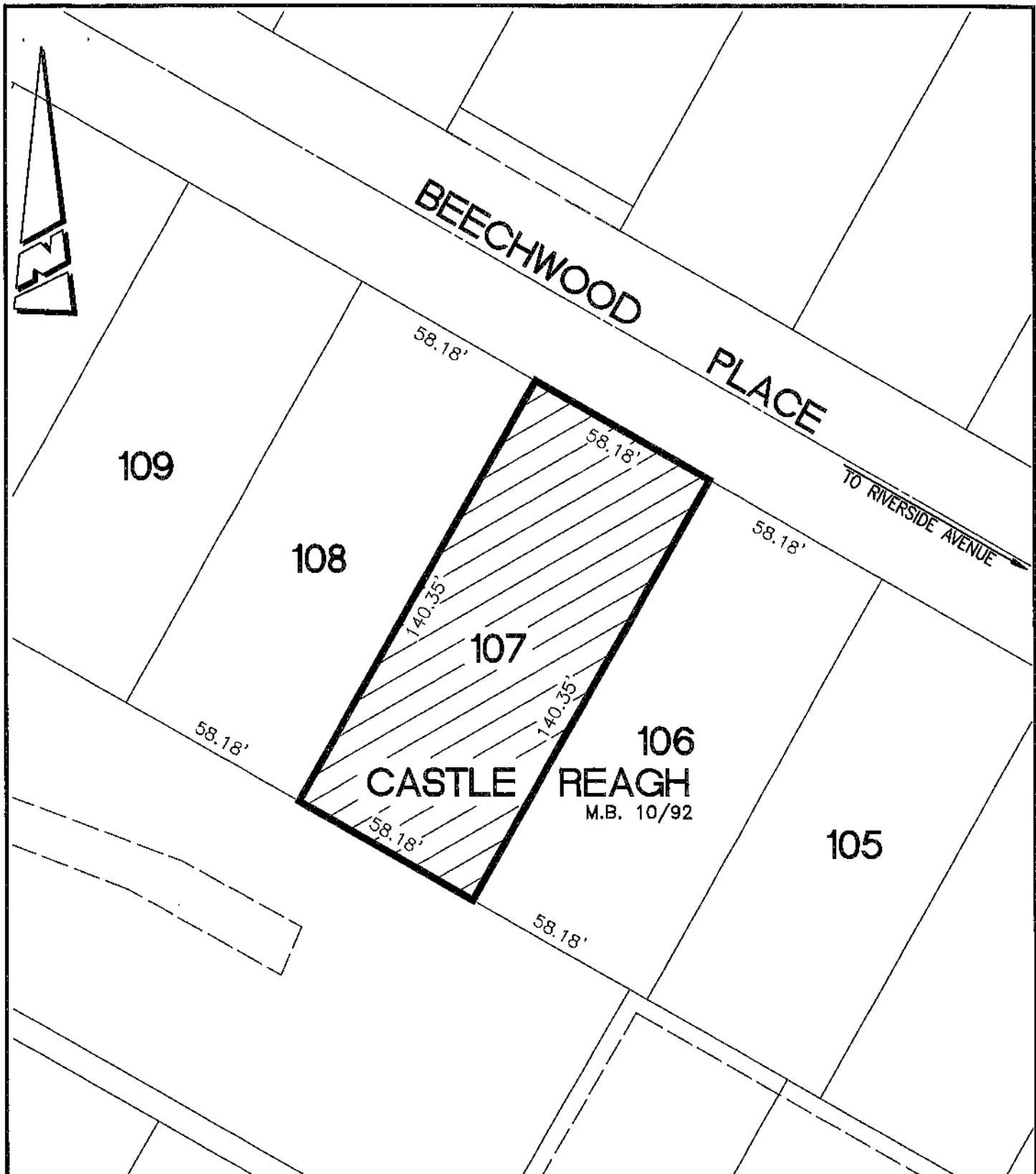
That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

Lot 107 of Castle Reagh, as shown by map on file in Book 10, Page 92 of Maps, Records of Riverside County, California.

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

 2/12/20 Prep. 
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: 7/14/20

SUBJECT: 3680 BEECHWOOD PLACE -- APN 217-253-009

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"
3680 Beechwood Place



Exhibit "C"

Exhibit "D"
MILLS ACT PROGRAM TEN-YEAR REHABILITATION PLAN
3680 BEECHWOOD (P20-0315)
City of Riverside

Year	Proposed Project	Estimated Cost
Year 1	Renovate Kitchen: Enlarge kitchen, add new cabinets and center island, add laundry room and pantry	\$90,000.00
Year 2	Move electrical panel from inside laundry room to outside garage wall. Bring panel up to current Building Code	\$5,000.00
Year 3	Repaint Home Exterior: Hire paint contractor, remove and replace all loose stucco, pressure wash house, repaint house and trim	\$4,000.00
Year 4	Re-Plaster walls and paint entire interior: fill all cracks and holes in walls, retexture the walls, paint and add crown molding and baseboards	\$5,000.00
Year 5	Refurbish the fireplace: replace broken bricks on the hearth, replace fireplace mantel and trim, paint and refinish	\$3,000.00
Year 6	Refinish/Replace Hardwood Flooring: Sand and refinish original wood, remove/replace broken or damaged wood, match hardwood pieces to missing areas	\$8,000.00
Year 7	Add Crown, Window, Door and Floor Molding Throughout House: remove existing un-matched molding, spray paint molding for smooth look, replace all molding around doors and windows	\$3,500.00
Year 8	Repair Hard-Scape and Landscaping: Have new brick installed on brick planters, remove/replace broken or damaged bricks in pathway, add more plants and shrubs to planters and pathways	\$2,000.00
Year 9	Add new Gate and Fencing: Have new entrée gate installed on property, paint other gates to match new gates, add hedges to walkways/pathways, add fencing to establish consistency	\$3,000.00
Year 10	Update Sprinkler System: Remove old galvanized pipe, replace with updated PVC Pipe, Replace with new updated sprinkler heads/timers	\$8,000.00
Total		\$131,500.00

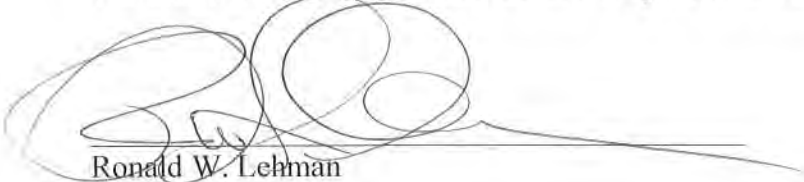
Projects may be interior or exterior, but must utilize all of your tax savings. Receipts and documentation are required to substantiate tax savings only, even if estimated costs shown in this plan exceed tax savings. All projects that affect the exterior of the residence are subject to Cultural Heritage Board/Staff review and approval before work begins as required by Title 20. 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.

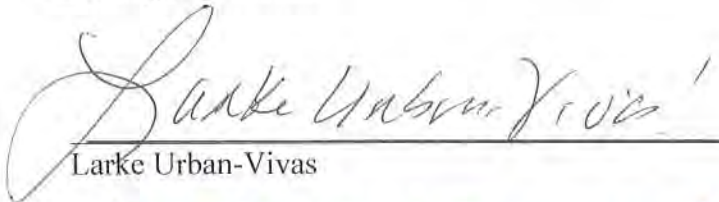
At the end of ten years a new work plan will be submitted by the property owner to City Mills Act staff, for review and approval.

The City of Riverside does not make any of the Mills Act calculations and assumes no liability for the Mills Act calculations submitted by the applicant as part of the application or the Mills Act calculations of the Riverside County Assessor's Office.

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


Ronald W. Lehman

8/28/2020
Date


Larke Urban-Vivas

8/28/2020
Date

See Attached Document For Notary

Recording Requested by:)
When Recorded Mail to:)
CITY OF RIVERSIDE)
3900 Main Street)
Riverside, CA 92522)
Attn: City Clerk)
P20-0332)

2020-0621935

12/08/2020 01:48 PM Fee: \$ 0.00

Page 1 of 19

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



293

(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

**JAYNE ELLEN JOY,
an unmarried woman**

Owner of the property located at

**3650 & 3658 Larchwood Place
Riverside, CA 92506**

APN: 217-203-010

HISTORIC PROPERTY PRESERVATION AGREEMENT

("MILLS ACT CONTRACT")

THIS AGREEMENT is made this November 13, 2020, by and between the City of Riverside, a charter city and municipal corporation ("City") and Jayne Ellen Joy, an unmarried woman ("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 3650 & 3658 Larchwood Place, 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 April 20, 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, 2021 ("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 protest, 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: Jayne Ellen Joy
3650 Larchwood Place
Riverside, CA 92506

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.

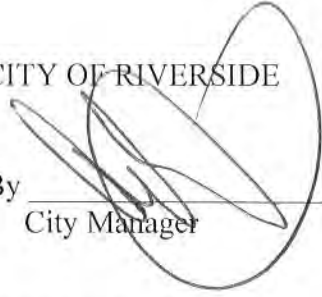
19. Recordation. Owner or agent of an owner shall record the contract with the county in which the property is located within six (6) months of entering into the contract.

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.

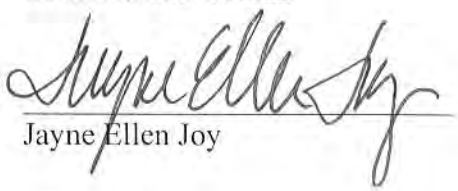
CITY OF RIVERSIDE

By 
City Manager

ATTESTED TO:

By 
City Clerk

OWNER:
JAYNE ELLEN JOY,
an unmarried woman


Jayne Ellen Joy

APPROVED AS TO FORM


Chief Assistant City Attorney

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 12, 2020, before me, Kelly Ann Rogers Notary Public, personally appeared Jayne Ellen Joy, 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.

Kelly Ann Rogers (SEAL)
Signature



CALIFORNIA ALL-PURPOSE 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 Riverside)On November 13, 2020 before me, Lorena Verdusco, Notary Public,
*Date Here Insert Name and Title of the Officer*personally appeared xxxxxx Al Zelinka and Colleen J. Nicol xxxxxxxx
Name(s) of Signer(s)

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/it~~ they executed the same in ~~his/her/its~~ their authorized capacity(ies), and that by ~~his/her/its~~ 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 Lorena Verdusco
Signature of Notary Public

*Place Notary Seal Above***OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Historic Property Preservation Agreement: 3650 & 3658 Larchwood PlaceDocument Date: November 13, 2020 Number of Pages: Signer(s) Other Than Named Above: **Capacity(ies) Claimed by Signer(s)**Signer's Name: ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: Signer Is Representing: Signer's Name: ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: Signer Is Representing:

EXHIBIT "A"
LEGAL DESCRIPTION

Address: 3650 Larchwood Place
A.P.N.: 217-203-010

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

Lot 77 and the northwesterly rectangular 24 feet of Lot 78 of Brentwood Place Tract, as shown by map on file in Book 8, Page 83 of Maps, Records of Riverside County, California.

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



 7/20/20 Prep. 
Curtis C. Stephens, L.S. 7519 Date



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"
3650 & 3658 LARCHWOOD PL.



Exhibit "C"

Exhibit 3 - 2020 Mills Act Contracts

Exhibit "D"
MILLS ACT PROGRAM TEN-YEAR REHABILITATION PLAN
3650 & 3658 LARCHWOOD PL. (P20-0332)
City of Riverside

Year	Proposed Project	Estimated Cost
Year 1	WINDOWS – Screens: Replace 7 screens in Main House and 7 screens in Back House. WINDOWS – Repair: Ensure windows open properly with weather stripping. Main House 10 windows and Back House 7 windows WINDOWS: Paint: Main House 25 windows with red to match eaves	\$3,800.00
Year 2	ROOF: Minor Repairs – wo minor leaks in Main House and inspection of Back House	\$3,700.00
Year 3	GARAGE DOOR: Repair and Paint – reinforce door to prevent warping and paint red	\$3,600.00
Year 4	PORCH – Install security fencing – Main House PORCH – Repair front light – Main House DOOR – Restore front door – Main House	\$3,900.00
Year 5	KITCHEN: Repair cabinets – Main House	\$3,600.00
Year 6	KITCHEN: Repair countertops/sink – Main House	\$3,600.00
Year 7	KITCHEN: Counter – Replace countertops and sink – Back House	\$4,000.00
Year 8	DOOR HATCH: Replace basement hatch – Back House PATIO: Repair hackyard trellis	\$3,900.00
Year 9	FENCE: Gate – Add a security gate on driveway in hackyard	\$3,600.00
Year 10	BATHROOM: Replace cabinets in guest bathroom – Main House	\$4,000.00
Total		\$37,700.00

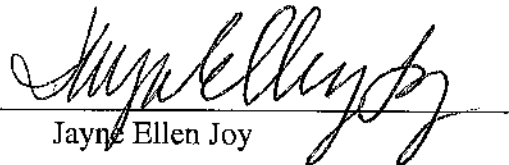
Projects may be interior or exterior, but must utilize all of your tax savings. Receipts and documentation are required to substantiate tax savings only, even if estimated costs shown in this plan exceed tax savings. All projects that affect the exterior of the residence are subject to Cultural Heritage Board/Staff review and approval before work begins as required by Title 20. 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.

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

The City of Riverside does not make any of the Mills Act calculations and assumes no liability for the Mills Act calculations submitted by the applicant as part of the application or the Mills Act calculations of the Riverside County Assessor's Office.

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



Jayne Ellen Joy

9/12/2020

Date

Date

2020-0627575

12/10/2020 12:27 PM Fee: \$ 0.00

Page 1 of 20

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



Recording Requested by:)
When Recorded Mail to:)
CITY OF RIVERSIDE)
3900 Main Street)
Riverside, CA 92522)
Attn: City Clerk)
P20-0383)

459

(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

**SHANMEI CLUB, LLC,
a California limited liability company**

Owner of the property located at

**3354 Orange Street
Riverside, CA 92501**

APN: 213-112-004

HISTORIC PROPERTY PRESERVATION AGREEMENT
("MILLS ACT CONTRACT")

THIS AGREEMENT is made this November 13, 2020, by and between the City of Riverside, a charter city and municipal corporation ("City") and SHANMEI CLUB LLC, a California limited liability company ("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 3354 Orange 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, 2021 ("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 protest, 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: Shannei Club LLC
Attn: Annie Zheng
20455 Ranchito Dr.
Perris, CA 92570

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.

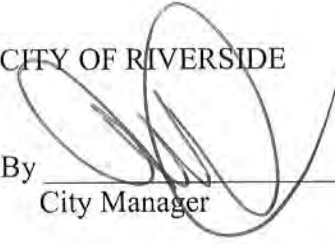
19. Recordation. Owner or agent of an owner shall record the contract with the county in which the property is located within six (6) months of entering into the contract.

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.

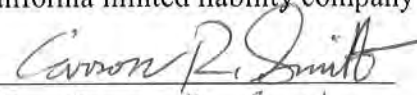
CITY OF RIVERSIDE

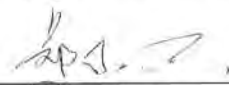
By 
City Manager

ATTESTED TO:

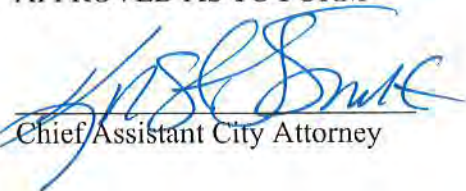
By 
City Clerk

OWNER:
SHANMEI CLUB, LLC,
a California limited liability company

By 
Name Carson R. Smith
Its Managing member

By 
Name Dongyan Zheng
Its Managing member

APPROVED AS TO FORM


Chief Assistant City Attorney

\\Rc-Citylaw\Cycom\Wpdocs\D014\P029\00490950.Doc
20-0796

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

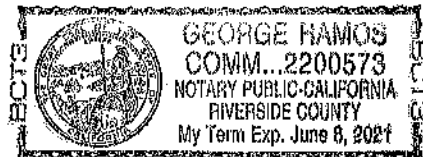
State of California
County of Riverside

On September 25, 2020, before me, George Ramos, Notary Public, personally appeared Carson R. Smith, 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.

George Ramos (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

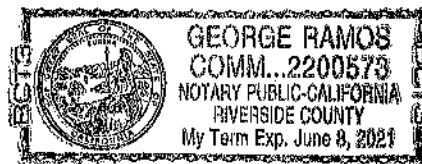
On September 25, 2020, before me, George Ramos, Notary Public, personally appeared Dongyan Zheng, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.

George Ramos
Signature

(SEAL)



CIVIL CODE § 1189

Exhibit 3 - 2020 Mills Act Contracts

EXHIBIT "A"
LEGAL DESCRIPTION

Address: 3354 Orange Street
A.P.N.: 213-112-004

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

That portion of Block 3, Range 5 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:

BEGINNING at a point on the Easterly line of Orange Street, 110 feet Northerly from the Southwest corner of said Block 3;



Thence Northerly on the Easterly line of Orange Street, 80 feet;

Thence Easterly and parallel with Third Street, 157 ½ feet;

Thence southerly and parallel with Orange Street, 80 feet;

Thence Westerly and parallel with Third Street, 157 ½ 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.

 7/20/20 Prep. 
Curtis C. Stephens, L.S. 7519 Date



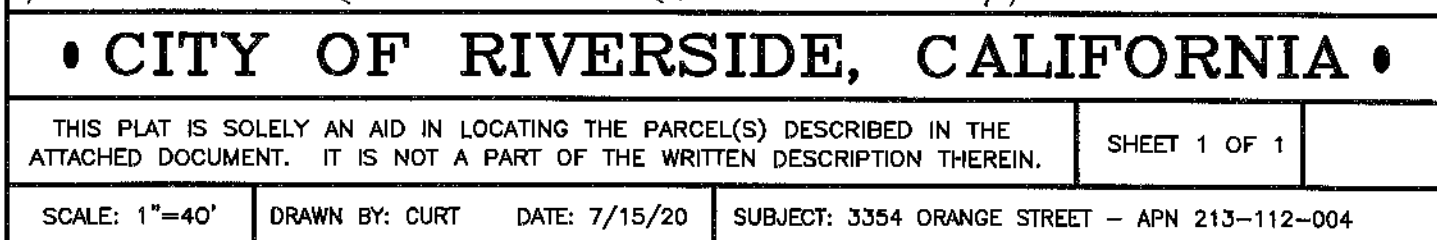


Exhibit "B"
Property Maintenance Minimum Standards

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"
3354 Orange Street



Exhibit "C"

MILLS ACT PROGRAM TEN-YEAR REHABILITATION PLAN


3354 Orange Street (P20-0383)
City of Riverside

Year	Proposed Project	Estimated Cost
Year 1	Painting – exterior	\$4,000.00
Year 2	Foundation / basement: bolting completion	\$5,000.00
Year 3	Roof – repair, water proofing	\$4,000.00
Year 4	Termite treatment and repair	\$4,000.00
Year 5	Fence – replace fence	\$6,000.00
Year 6	Garage – build a new garage	\$28,000.00
Year 7	HVAC – repair or replace 2 A/C units	\$8,000.00
Year 8	Bathroom – remodel one bathroom	\$5,000.00
Year 9	Landscaping – put auto sprinkler system	\$3,000.00
Year 10	Water Heater – install new water heater	\$1,800.00
Total		\$68,800.00

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.



Dongyan Zheng

9/25/2020
Date



9/25/2020
Date

Recording Requested by:)
When Recorded Mail to:)
CITY OF RIVERSIDE)
3900 Main Street)
Riverside, CA 92522)
Attn: City Clerk)
P20-0394)

2020-0621934

12/08/2020 01:48 PM Fee: \$ 0.00

Page 1 of 20

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



293

(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

**the
RIVERSIDE PACKING HOUSE, LLC,
a California limited liability company**

Owner of the property located at

**3230 Vine Street
Riverside, CA 92501**

APN: 213-060-028

HISTORIC PROPERTY PRESERVATION AGREEMENT

("MILLS ACT CONTRACT")

THIS AGREEMENT is made this November 13, 2020, by and between the City of Riverside, a charter city and municipal corporation ("City") and the RIVERSIDE PACKING HOUSE, LLC, a California limited liability company ("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 of 3230 Vine 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 July 15, 2020, 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, 2021 ("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: Riverside Packing House, LLC
3230 Vine 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.

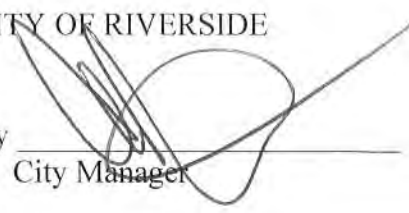
19. Recordation. Owner or agent of an owner shall record the contract with the county in which the property is located within six (6) months of entering into the contract.

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.

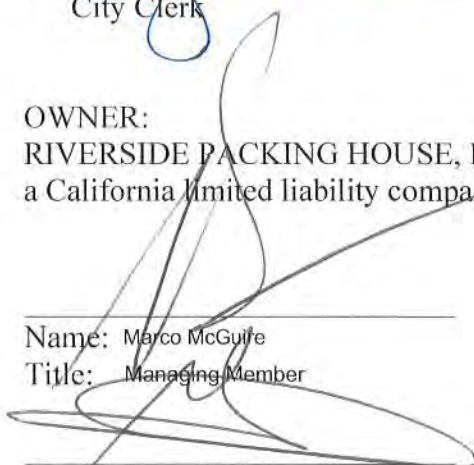
CITY OF RIVERSIDE

By 
City Manager

ATTESTED TO:

By 
City Clerk

OWNER:
RIVERSIDE PACKING HOUSE, LLC,
a California limited liability company


Name: Marco McGuire
Title: Managing Member

Name: Gilberto McGuire
Title: Managing Member

APPROVED AS TO FORM


Chief Assistant City Attorney

\\Re-Citylaw\Cycom\Wpdocs\D018\P035\00541763.Doc
20-0703

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

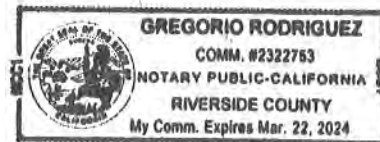
County of Riverside

On September 29th, 2020, before me, Gregorio Rodriguez, Notary Public, personally appeared Marco McGuire, 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 notary public (SEAL)



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 29th, 2020, before me, Gregorio Rodriguez, Notary Public, personally appeared Gilberto McGuire, 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.

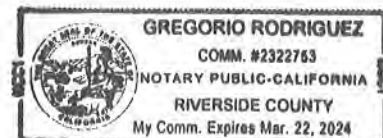
WITNESS my hand and official seal.



Signature

notary public

(SEAL)



CIVIL CODE § 1189

©2015 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907
Exhibit 3 - 2020 Mills Act Contracts

EXHIBIT "A"
LEGAL DESCRIPTION

Address: 3230 Vine Street
A.P.N.: 213-060-028

That certain real property located in the City of Riverside, County of Riverside, State of California, being Parcel 3 of Certificate of Compliance for Lot Line Adjustment LL-P16-0868, recorded February 21, 2017 as Document No. 2017-0072936 of Official Records of Riverside County, California, described as follows:

Those portions of Block 1 and Block 2, Range 1 and a portion of Second Street (vacated) 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:

BEGINNING at the intersection of the Northwesterly line of said Block 2 with a line parallel with and 160.16 feet Northeasterly of the Southwesterly line of said Block 2, said intersection being on the Southeasterly Right-of-Way of Vine street as shown on said Town of Riverside;



Thence along said Northwesterly line and Southeasterly Right-of-Way line of said Blocks 1 and 2, North $29^{\circ}43'48''$ East, 304.84 feet to a line parallel with and 69.00 feet Northeasterly of the Southwesterly line of said Block 1;

Thence leaving said Northwesterly line and said Right-of-Way line and along said parallel line, South $60^{\circ}16'12''$ East, 136.000 feet to a line parallel with and 136.00 feet Southeasterly of said Right-of-Way line;

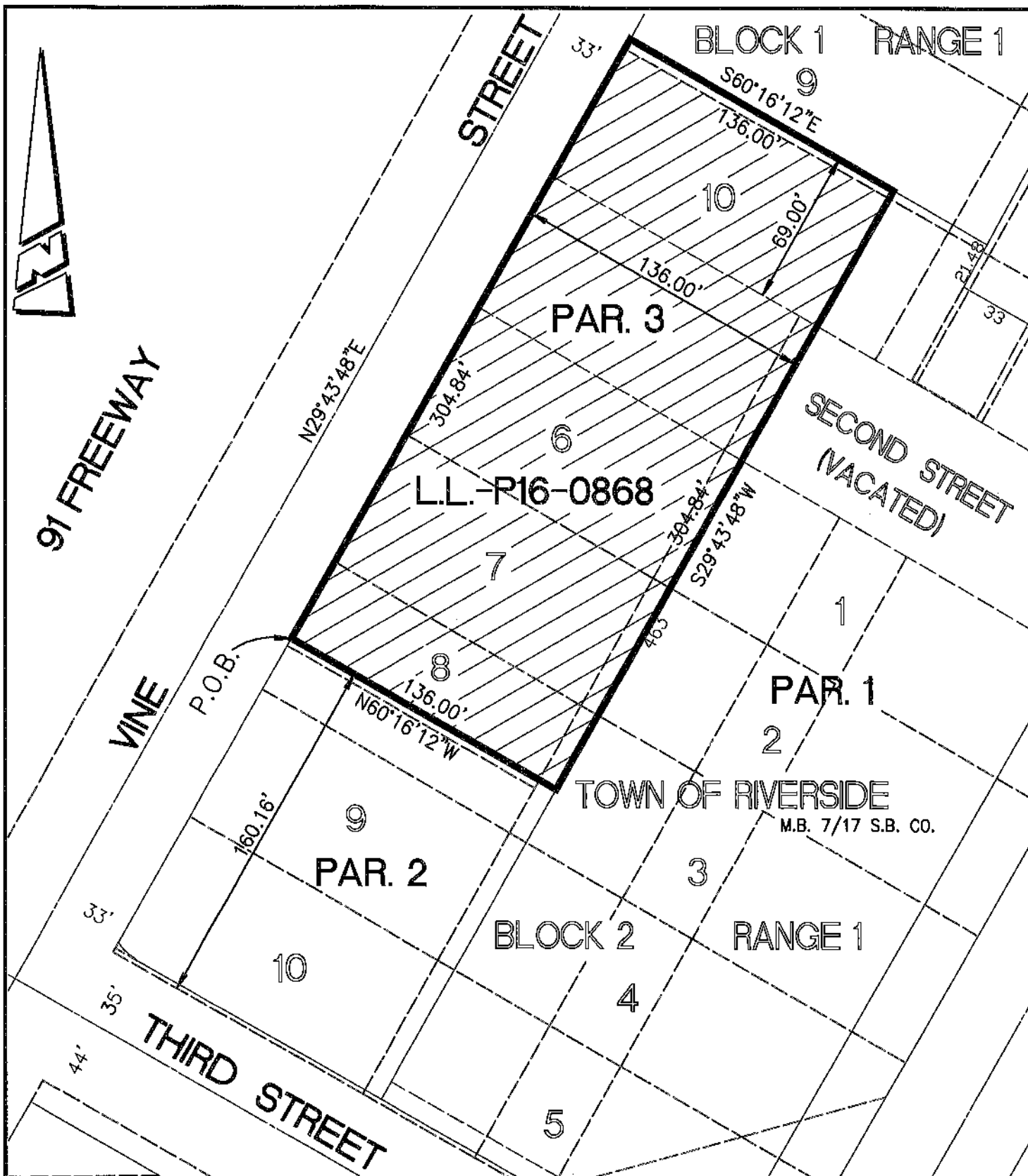
Thence leaving said line parallel with the Southwesterly line of Block 1 and along said line parallel to said Right-of-Way, South $29^{\circ}48'12''$ West, 304.84 feet to said line parallel with the Southwesterly line of Block 2,

Thence leaving said parallel line of said Right-of-Way and along said line parallel with the Southwesterly line of Block 2, North $60^{\circ}16'12''$ West, 136.00 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.


Curtis C. Stephens, L.S. 7519 11/20/20 Prep. 
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"=60'

DRAWN BY: CURT

DATE: 7/15/20

SUBJECT: 3230 VINE STREET -- APN 213-060-028

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"
3230 Vine Street



Exhibit "C"

MILLS ACT PROGRAM TEN-YEAR REHABILITATION PLAN

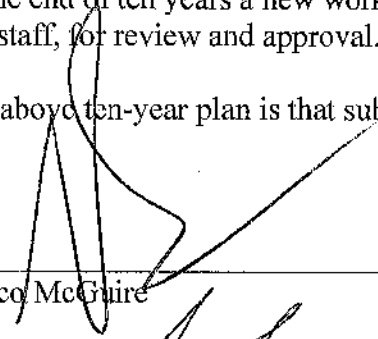
3230 Vine Street (P20-0384)
City of Riverside

Year	Proposed Project	Estimated Cost
Year 1	HVAC, Paint, Floor Plumbing	\$200,000.00
Year 2	Installation of exterior and interior windows.	\$20,000.00
Year 3	Roof repair	\$15,000.00
Year 4	Landscape	\$26,000.00
Year 5	Upgrade AC units	\$16,000.00
Year 6	Replace plastering	\$15,000.00
Year 7	Basement, flooring replacement	\$22,000.00
Year 8	Repaint interior	\$22,000.00
Year 9	Resurface parking lot	\$15,000.00
Year 10	Repaint exterior	\$20,000.00
Total		\$371,000.00

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.



Marco McGuire

9-27-2020
Date



Gilberto McGuire

9-29-2020
Date

Recording Requested by:)
When Recorded Mail to:)

CITY OF RIVERSIDE)
3900 Main Street)
Riverside, CA 92522)

Attn: City Clerk)
P20-0392)

2020-0621933

12/08/2020 01:48 PM Fee: \$ 0.00

Page 1 of 20

Recorded in Official Records
County of Riverside
Peter Aidana
Assessor-County Clerk-Recorder



293

(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

**the
HISTORIC MISSION INN CORPORATION,
a California corporation**

Owner of the property located at

**3649 Mission Inn Avenue
Riverside, CA 92501**

APN: 213-231-001

HISTORIC PROPERTY PRESERVATION AGREEMENT

("MILLS ACT CONTRACT")

THIS AGREEMENT is made this November 13, 2020, by and between the City of Riverside, a charter city and municipal corporation ("City") and the Historic Mission Inn Corporation, a California corporation ("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 of 3649 Mission Inn Avenue, 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 October 8, 1969, 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.

6. This Agreement shall not impose any additional restriction on Owner to limit any modification to interior features that are not already identified as part of the National Register Nomination.

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, 2021 ("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 protest, 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.

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

Owner: Historic Mission Inn Corporation
3649 Mission Inn Avenue
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.

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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:

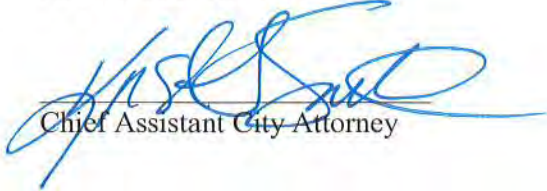
By 
City Clerk

OWNER:
HISTORIC MISSION INN
CORPORATION, a California
corporation


Name: Duane R. Roberts
Title: President and C.E.O.

Name:
Title:

APPROVED AS TO FORM


Chief Assistant City Attorney

20-0706

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

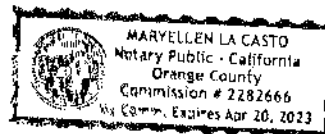
County of Orange

On October 8, 2020, before me, Maryellen LaCasto, Notary Public, personally appeared Duane R. Roberts, 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.

Maryellen LaCasto (SEAL)
Signature



CIVIL CODE § 1189

©2015 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907
Exhibit 3 - 2020 Mills Act Contracts

EXHIBIT "A"
LEGAL DESCRIPTION

Address: 3649 Mission Inn Avenue
A.P.N.: 213-231-001

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

All of Block 6, Range 6 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:

TOGETHER WITH that portion of Main Street adjacent to said Block 6, Range 6, vacated by City Council Resolution No. 22377, recorded May 30, 2012 as Document No. 2012-0246429 of Official Records of Riverside County, California, described as follows:

BEGINNING at the most Northerly corner of said Block 6, Range 6;

Thence South 29°01'52" West, along the Northwesterly line of said Block 6, Range 6, also being the Southeasterly line of said Main Street, a distance of 116.00 feet;

Thence North 60°58'08" West, a distance of 19.00 feet to a line parallel with and 19.00 feet Northwesterly, measured at right angles from the Northwesterly line of said Block 6, Range 6;



Thence North 29°01'52" East, along said parallel line a distance of 101.00 feet;

Thence North 60°58'08" West, a distance of 2.00 feet to a line parallel with and 21.00 feet Northwesterly, measured at right angles from the Northwesterly line of said Block 6, Range 6;

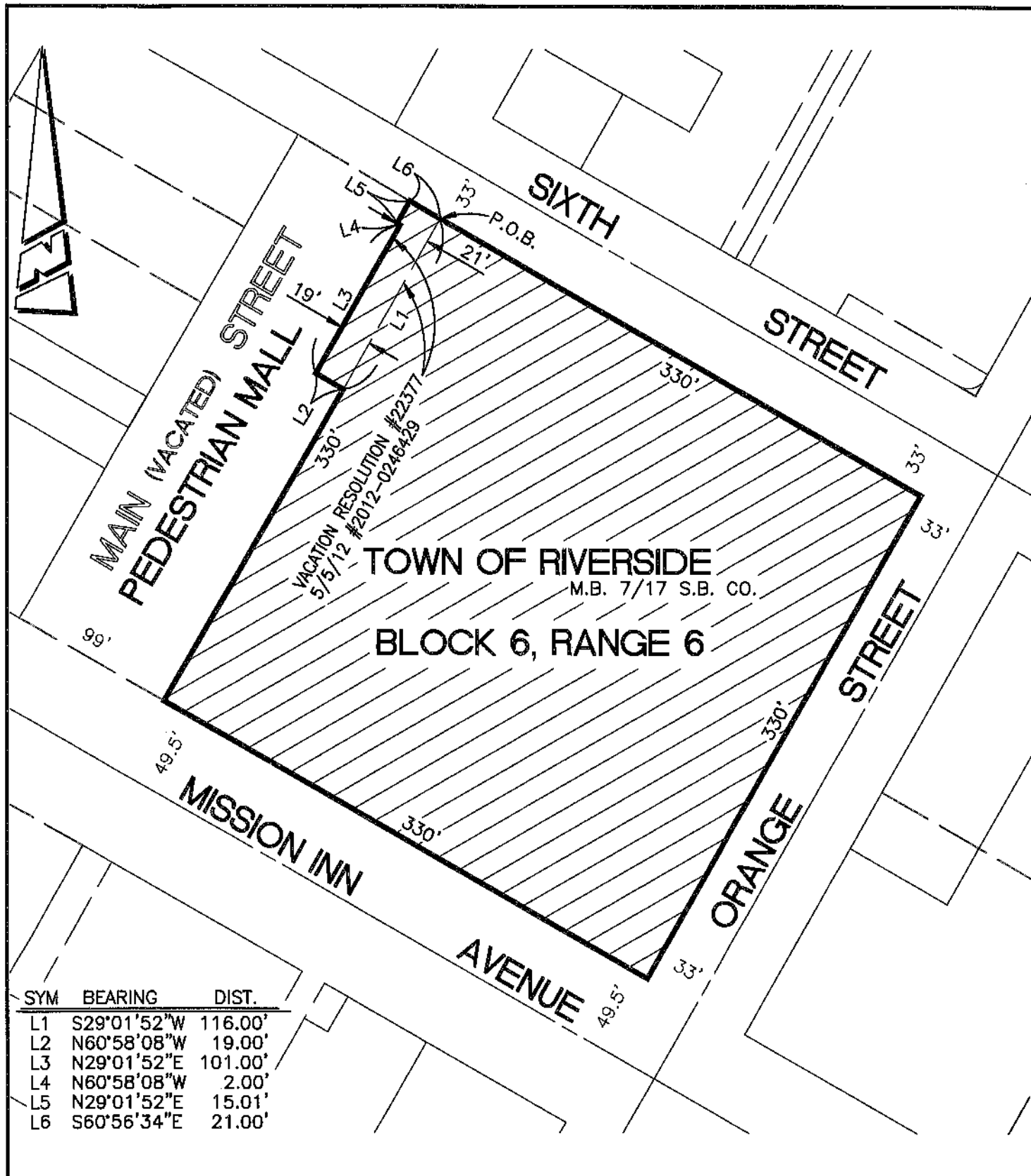
Thence North 29°01'52" East, along said parallel line a distance of 15.01 feet to the Northwesterly prolongation of the Northeasterly line of said Block 6, Range 6;

Thence South 60°56'34" East, along said prolongation, a distance of 21.00 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.

 7/17/20 Prep. 
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"=80'

DRAWN BY: CURT

DATE: 7/15/20

SUBJECT: 3649 MISSION INN AVENUE - APN 213-231-001

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"
3649 Mission Inn Avenue



Exhibit "C"

MILLS ACT PROGRAM TEN-YEAR REHABILITATION PLAN

3649 Mission Inn Avenue (P20-0392)
City of Riverside

Year	Proposed Project	Estimated Cost
Year 1	Annual maintenance-including engineering staff costs, maintenance contracts (elevators, chiller system, HVAC, pest control, plumbing, fire suppression, electrical), building maintenance supplies	\$100,000.00
	Roof repair and replacement (Mission Wing Roof Line)	\$380,000.00
Year 2	Annual maintenance-including engineering staff costs, maintenance contracts (elevators, chiller system, HVAC, pest control, plumbing, fire suppression, electrical), building maintenance supplies	\$100,000.00
	Roof repair and replacement (431 Dome Repair and Seal)	\$60,000.00
	Roof repair and replacement (Author's Row 6th Street)	\$120,000.00
	Roof repair and replacement (Alhambra Court)	\$140,000.00
Year 3	Annual maintenance-including engineering staff costs, maintenance contracts (elevators, chiller system, HVAC, pest control, plumbing, fire suppression, electrical), building maintenance supplies	\$100,000.00
	Exterior Paint - 4th Floor Windows	\$75,000.00
	Replacement of sewage ejectors	\$35,000.00
	Replacement of Galvanized Plumbing in Cloister Wing	\$250,000.00
Year 4	Annual maintenance-including engineering staff costs, maintenance contracts (elevators, chiller system, HVAC, pest control, plumbing, fire suppression, electrical), building maintenance supplies	\$100,000.00
	Repair/Replace Lobby Elevator Door Packages, Hydraulic Motor and Controllers	\$60,000.00
	Repair/Control Retrofit for Housekeeping /Security Elevator	\$110,000.00
	Boiler Replacement for Pool Heater and Jacuzzi	\$45,000.00
	Boiler Replacement Domestic Water and Kitchen	\$150,000.00
Year 5	Annual maintenance-including engineering staff costs, maintenance contracts (elevators, chiller system, HVAC, pest control, plumbing, fire suppression, electrical), building maintenance supplies	\$100,000.00
	Exterior dry wrought and termite damage repair	\$125,000.00
	Replace chiller system	\$3,000,000.00

Year 6	Annual maintenance-including engineering staff costs, maintenance contracts (elevators, chiller system, HVAC, pest control, plumbing, fire suppression, electrical), building maintenance supplies	\$100,000.00
Year 7	Annual maintenance-including engineering staff costs, maintenance contracts (elevators, chiller system, HVAC, pest control, plumbing, fire suppression, electrical), building maintenance supplies	\$100,000.00
Year 8	Annual maintenance-including engineering staff costs, maintenance contracts (elevators, chiller system, HVAC, pest control, plumbing, fire suppression, electrical), building maintenance supplies	\$100,000.00
Year 9	Annual maintenance-including engineering staff costs, maintenance contracts (elevators, chiller system, HVAC, pest control, plumbing, fire suppression, electrical), building maintenance supplies	\$100,000.00
Year 10	Annual maintenance-including engineering staff costs, maintenance contracts (elevators, chiller system, HVAC, pest control, plumbing, fire suppression, electrical), building maintenance supplies	\$100,000.00
Total		\$5,550,000

It is understood that the above project amounts are estimates and subject to change. At a minimum, projects must utilize all tax savings over the life of the contract. Projects may be interior or exterior. All projects that affect the exterior of the structure 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.


 President and CEO

10-8-20
 Date

 Date

Recording Requested by:)
When Recorded Mail to:)
CITY OF RIVERSIDE)
3900 Main Street)
Riverside, CA 92522)
Attn: City Clerk)
P20-0393)

2020-0621937

12/08/2020 01:48 PM Fee: \$ 0.00

Page 1 of 20

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



293

(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

**ANDREW VILLALOBOS
and
SOFIA VILLALOBOS,
Husband and Wife, as Joint Tenants**

Owner of the property located at

**3625 Bandini Avenue
Riverside, CA 92506**

APN: 217-285-016

HISTORIC PROPERTY PRESERVATION AGREEMENT

("MILLS ACT CONTRACT")

THIS AGREEMENT is made this November 13, 2020, by and between the City of Riverside, a charter city and municipal corporation ("City") and Andrew Villalobos and Sofia Villalobos, 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 3625 Bandini Avenue, 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 16, 1981, 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, 2021 ("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: Andrew Villalobos and Sofia Villalobos
3625 Bandini Avenue
Riverside, CA 92506

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.

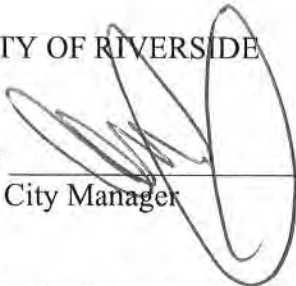
19. Recordation. Owner or agent of an owner shall record the contract with the county in which the property is located within six (6) months of entering into the contract.

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

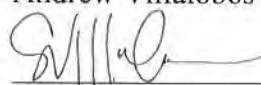
By 
City Manager

ATTESTED TO:

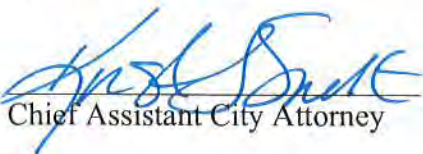
By 
City Clerk

OWNER:
ANDREW VILLALOBOS and
SOFIA VILLALOBOS,
Husband and Wife, as Joint Tenants


Andrew Villalobos


Sofia Villalobos

APPROVED AS TO FORM


Chief Assistant City Attorney

\\Rc-Citylaw\Cycom\Wpdocs\D014\P032\00541489.Doc
20-0707

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 22, 2020, before me, E. ESPARZA, Notary Public, personally appeared SOFIA VILLALOBOS, 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.

E. Esparza (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 22, 2020, before me, E. ESPARZA, Notary Public, personally appeared ANDREW VILLALOBOS, 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.

E. Esparza (SEAL)
Signature



CIVIL CODE § 1189

©2015 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907
Exhibit 3 - 2020 Mills Act Contracts

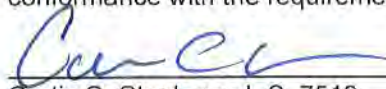

EXHIBIT "A"
LEGAL DESCRIPTION

Address: 3625 Bandini Avenue
A.P.N.: 217-285-016

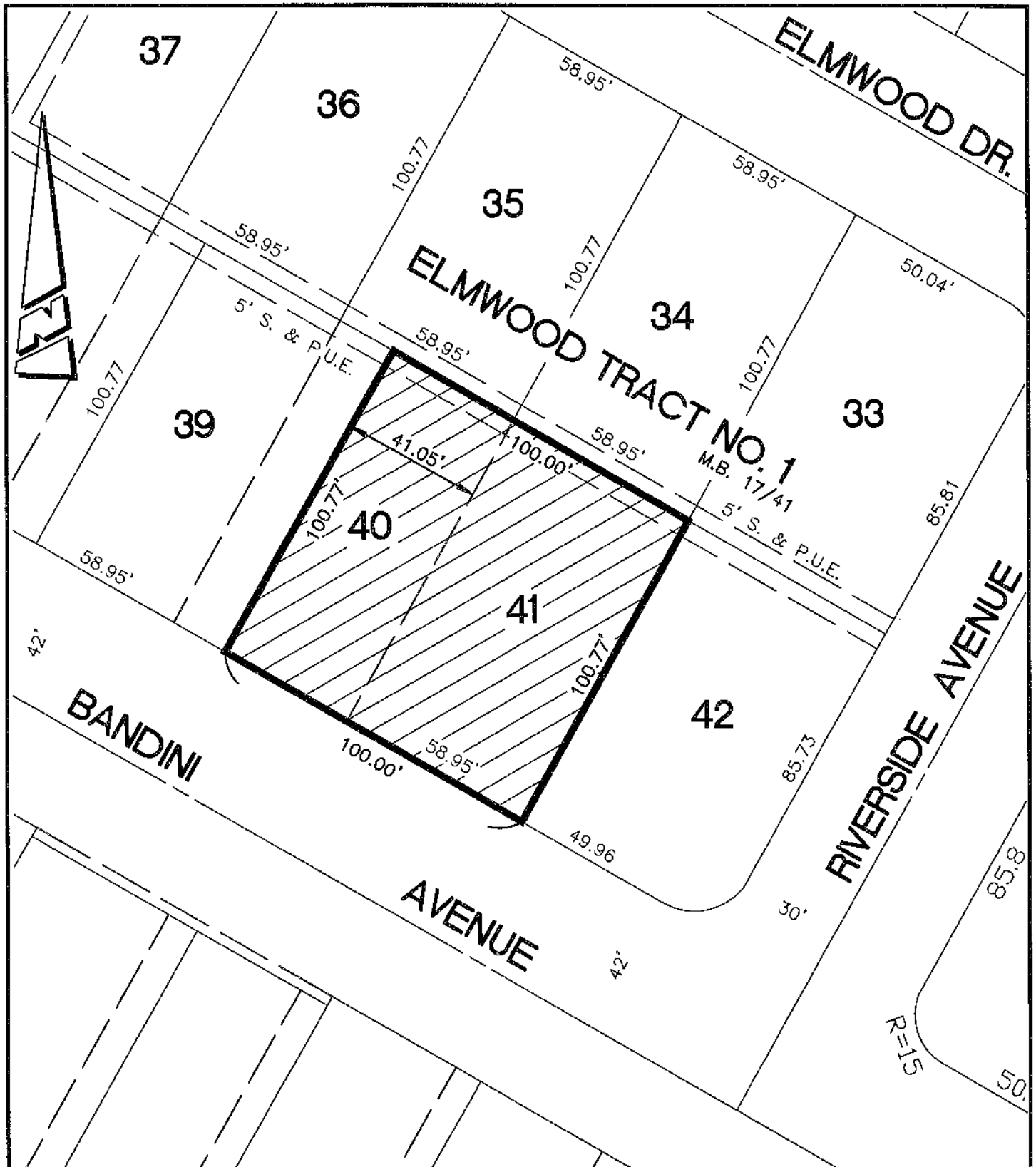
That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

Lot 41 and the Easterly 41.05 feet of Lot 40 of Elmwood Tract No. 1, as shown by map on file in Book 17, Page 41 of Maps, Records of Riverside County, California.

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

 7/20/20 Prep. 
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: 7/16/20

SUBJECT: 3625 BANDINI AVENUE - APN 217-285-018

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"
3625 Bandini Avenue



Exhibit "C"

MILLS ACT PROGRAM TEN-YEAR REHABILITATION PLAN

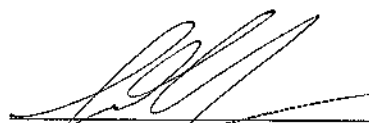
3625 Bandini Avenue (P20-0393)
City of Riverside

Year	Proposed Project	Estimated Cost
Year 1	Roof replacement	\$15,000.00
Year 2	Restore windows and doors	\$6,000.00
Year 3	New wiring	\$18,000.00
Year 4	Repaint interior and exterior	\$16,000.00
Year 5	Remodel kitchen	\$25,000.00
Year 6	Restore original bathroom	\$8,000.00
Year 7	Paint house	\$8,000.00
Year 8	New HVAC	\$10,000.00
Year 9	Replaster porch	\$6,000.00
Year 10	Restore original fixtures	\$6,000.00
Total		\$118,000.00

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.



Andrew Villalobos

9/22/20

Date



Sofia Villalobos

9/22/20

Date

Recording Requested by:)
When Recorded Mail to:)
CITY OF RIVERSIDE)
3900 Main Street)
Riverside, CA 92522)
Attn: City Clerk)
P20-0398)

2020-0621936

12/08/2020 01:48 PM Fee: \$ 0.00

Page 1 of 18

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



293

(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

KATHLEEN M. FALCO BANDA, TRUSTEE
OF THE FAMILY TRUST OF KATHLEEN M. FALCO BANDA
DATED NOVEMBER 8, 2017

Owner of the property located at

5065 Rockledge Drive
Riverside, CA 92506

APN: 219-291-006

HISTORIC PROPERTY PRESERVATION AGREEMENT
("MILLS ACT CONTRACT")

THIS AGREEMENT is made this November 13, 2020, by and between the City of Riverside, a charter city and municipal corporation ("City") and Kathleen M. Falco Banda, Trustee of the Family Trust of Kathleen M. Falco Banda dated November 8, 2017 ("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 5065 Rockledge Drive, 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 1, 1981, 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, 2021 ("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, Owuer 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: Family Trust of Kathleen M. Falco Banda
Attn: Kathleen M. Falco Banda
5065 Rockledge Drive
Riverside, CA 92506

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.

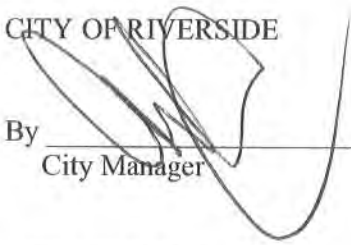
19. Recordation. Owner or agent of an owner shall record the contract with the county in which the property is located within six (6) months of entering into the contract.

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.

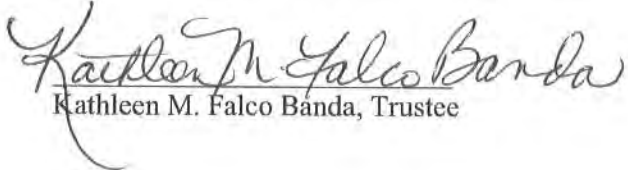
CITY OF RIVERSIDE

By 
City Manager

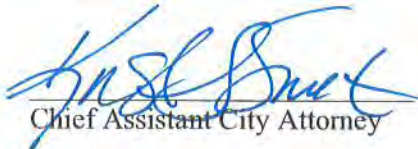
ATTESTED TO:

By 
City Clerk

OWNER:
FAMILY TRUST OF
KATHLEEN M. FALCO BANDA
DATED NOVEMBER 8, 2017


Kathleen M. Falco Banda, Trustee

APPROVED AS TO FORM


Chief Assistant City Attorney

\\Re-Citylaw\Cycom\Wpdocs\D018\P035\00541738.Doc
20-0708

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 9/18/2020, before me, Archie Paul Pignetti, Notary Public, personally appeared Kathleen Marie Falco Banda, 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.

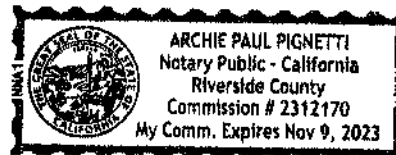
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Archie Pignetti

Signature

(SEAL)



CIVIL CODE § 1189

State of California)
County of Riverside)

Exhibit 3 - 2020 Mills Act Contracts

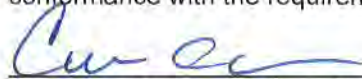

EXHIBIT "A"
LEGAL DESCRIPTION

Address: 5065 Rockledge Drive
A.P.N.: 219-291-006

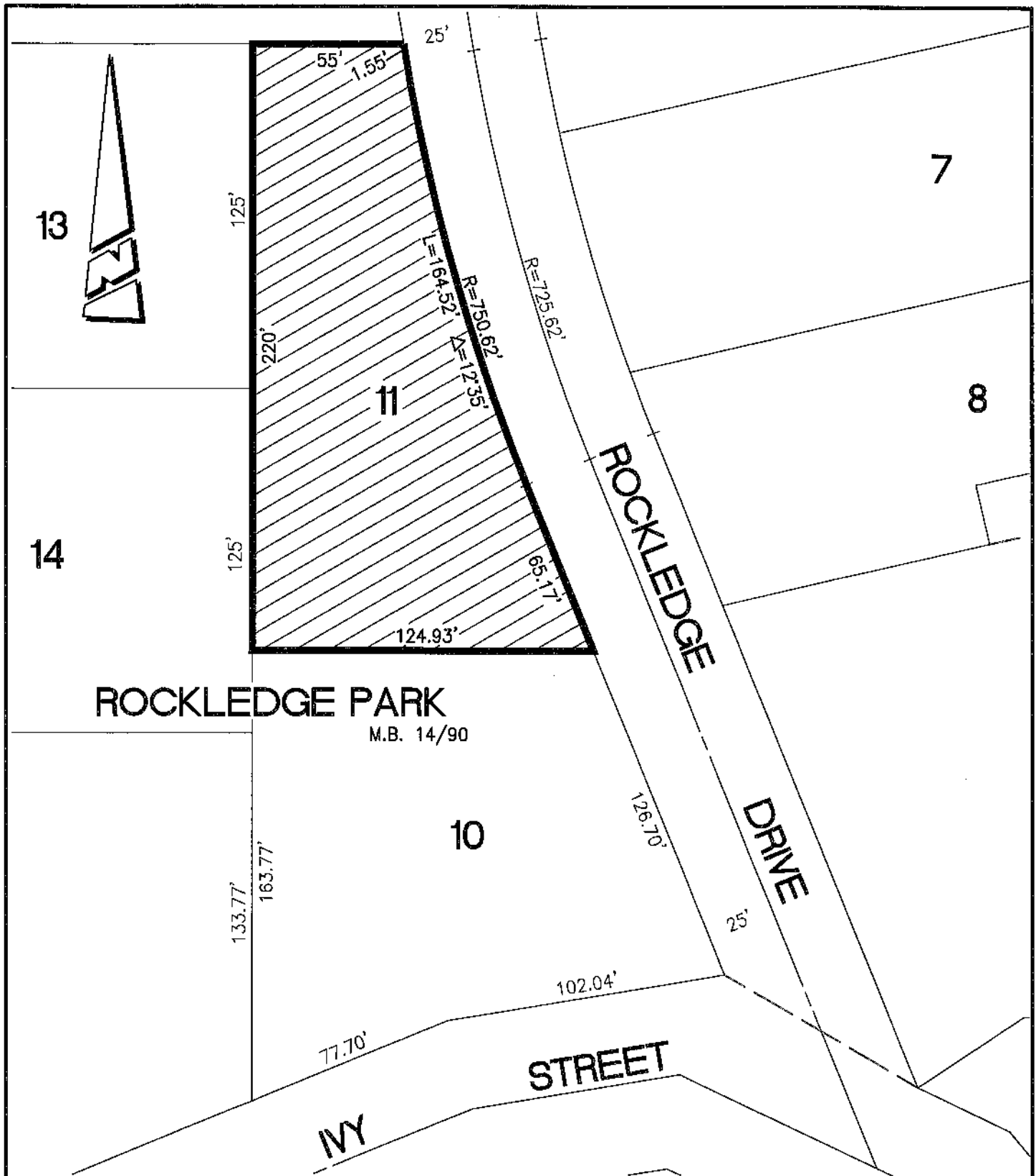
That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

Lot 11 of Rockledge Park, as shown by map on file in Book 14, Page 90 of Maps, Records of Riverside County, California.

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

 2/20/20 Prep. 
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"=50'

DRAWN BY: CURT

DATE: 7/16/20

SUBJECT: 5065 ROCKLEDGE DRIVE - APN 219-291-006

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"
5065 Rockledge Drive



Exhibit "D"
MILLS ACT PROGRAM TEN-YEAR REHABILITATION PLAN
5065 Rockledge Drive (P20-0398)
City of Riverside

Year	Proposed Project	Estimated Cost
Year 1	Repair front façade to include covered porch, walkway, wrought iron gates, reglaze large Moorish window, and stucco work.	\$6,000.00
Year 2	Reglaze all windows and paint exterior trim to include new rain gutters and downspouts.	\$8,000.00
Year 3	Replaster and paint living room to include water damage on barrel ceiling and replace 1980s fixtures with period correct wrought iron.	\$5,000.00
Year 4	Repair cracked, damaged stucco and paint on back side of house.	\$6,000.00
Year 5	Remove 1950s kitchen cabinets and replace with period correct.	\$5,000.00
Year 6	Remove 1980s bathroom sinks/cabinets and replace with period correct. Remove 1980s bathroom floor tile and restore original 1927 mosaic tile floor underneath.	\$5,000.00
Year 7	Remove 1980s bathroom tile floor, sink, cabinet, fixtures and replace with period correct.	\$4,000.00
Year 8	Replace roofing paper under front half of garage clay roof tiles and under all of master bedroom clay roof tiles.	\$5,000.00
Year 9	Repair and level concrete driveway, remove concrete wheelchair ramp from master bedroom, and repair grout in brick patio.	\$5,000.00
Year 10	Refinish hardwood floors in living room, dining room, hallway and bedrooms.	\$5,000.00
Total		\$54,000.00

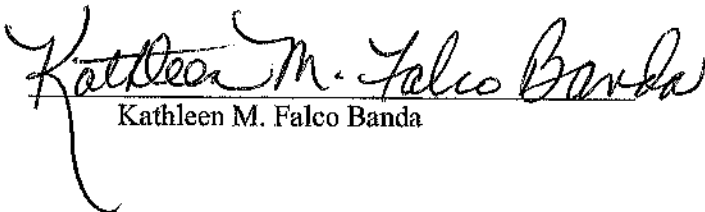
Projects may be interior or exterior, but must utilize all of your tax savings. Receipts and documentation are required to substantiate tax savings only, even if estimated costs shown in this plan exceed tax savings. All projects that affect the exterior of the residence are subject to Cultural Heritage Board/Staff review and approval before work begins as required by Title 20. 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.

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

The City of Riverside does not make any of the Mills Act calculations and assumes no liability for the Mills Act calculations submitted by the applicant as part of the application or the Mills Act calculations of the Riverside County Assessor's Office.

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

 9/18/2020
Kathleen M. Falco Banda Date

Recording Requested by:)
When Recorded Mail to:)

CITY OF RIVERSIDE)
3900 Main Street)
Riverside, CA 92522)

Attn: City Clerk)
P20-0414)

2020-0621931

12/08/2020 01:48 PM Fee: \$ 0.00

Page 1 of 19

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



293

(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

PETER SUROWSKI
and
RHIANNON LITTLE,
Husband and Wife, as Community Property
with Right of Survivorship

Owner of the property located at

3858 Redwood Drive
Riverside, CA 92501

APN: 214-260-021

HISTORIC PROPERTY PRESERVATION AGREEMENT

("MILLS ACT CONTRACT")

THIS AGREEMENT is made this November 13, 2020, by and between the City of Riverside, a charter city and municipal corporation ("City") and Peter Surowski and Rhiannon Little, Husband and Wife as Community Property with Right of Survivorship ("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 3858 Redwood Drive, 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 January 20, 1982, 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, 2021 ("Effective Date") and shall remain in effect for a minimum term of ten (10) years thereafter.

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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.

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- 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.

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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: Peter Surowski and Rhiannon Little
3858 Redwood Drive
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:

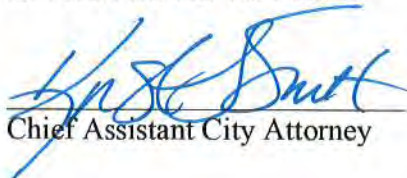
By 
City Clerk

OWNER:
PETER SUROWSKI and
RHIANNON LITTLE,
Husband and Wife, as Community
Property with Right of Survivorship


Peter Surowski


Rhiannon Little

APPROVED AS TO FORM


Chief Assistant City Attorney

\\Re-Citylaw\Cycom\Wpdocs\D014\P032\00541501.Doc
20-0709

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

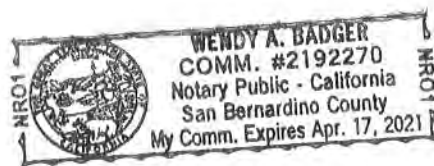
County of San Bernardino

On September 18, 2020, before me, Wendy A Badger, Notary Public, personally appeared Peter Surawski & Shannon Little, 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.

Wendy A Badger (SEAL)
Signature



CIVIL CODE § 1189

State of California)
County of Riverside)

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EXHIBIT "A"
LEGAL DESCRIPTION

Address: 3858 Redwood Drive
A.P.N.: 214-260-021

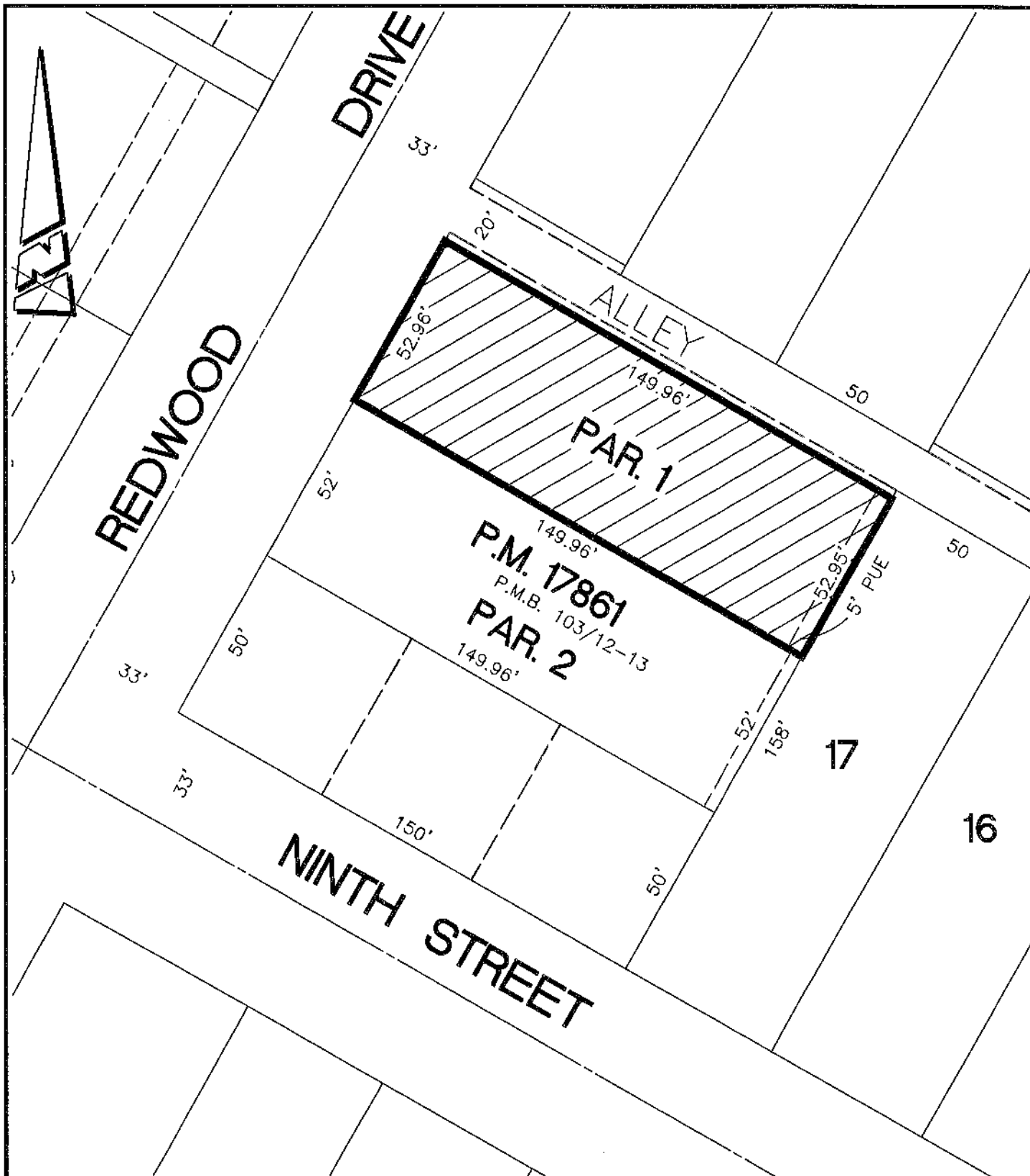
That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

Parcel 1 of Parcel Map 17861, as shown by map on file in Book 103, Pages 12 and 13 of Parcel Maps, Records of Riverside County, California.

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

 7/20/20 Prep. 
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: 7/16/20

SUBJECT: 3858 REDWOOD DRIVE - APN 214-260-021

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"
3858 Redwood Drive



Exhibit "C"

MILLS ACT PROGRAM TEN-YEAR REHABILITATION PLAN

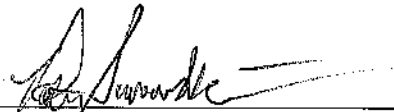
3858 Redwood Drive (P20-0414)
City of Riverside

Year	Proposed Project	Estimated Cost
Year 1	Front porch: new paint & lighting, gutters, flooring, ceiling, woo restoration, porch swing	\$6,000.00
Year 2	Indoor storage: cabinets/shelves in mudroom, laundry room, coat closet built-in bookcases	\$12,000.00
Year 3	Back porch repair: new flooring, building deck, wood restoration, new paint & lighting, gutters	\$4,000.00
Year 4	New carpet and restore original hardwoods, light fixtures/ceiling fans	\$10,000.00
Year 5	Window repairs, install screens	\$7,000.00
Year 6	Fireplace/chimney repair, maintenance, clean	\$1,000.00
Year 7	Finish attic: put up drywall, install attic fan	\$5,000.00
Year 8	Kitchen and bathroom countertops	\$6,000.00
Year 9	Garage repair: weatherstripping, new doors	\$4,500.00
Year 10	Original mailbox repair, historic plaque replacement	\$1,500.00
Total		\$57,000.00

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.


Peter Surowski

9-21-2020
Date


Rhannon Little

9.21.20
Date