

WHEN RECORDED MAIL TO:

City Clerk

City of Riverside

City Hall, 3900 Main Street

Riverside, CA 92522

Project: Insert Address Here

APN:

For Recorder's Office Use Only

AGREEMENT AND DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
(HISTORIC PRESERVATION FUND GRANT)

THIS AGREEMENT AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, a \_\_\_\_\_ {Insert entity type} \_\_\_\_\_ ("Grantee") and the City of Riverside, a California charter city and municipal corporation ("City"), with reference to the following facts:

A. Grantee is the fee owner of the real property in the City of Riverside, County of Riverside, State of California, located at \_\_\_\_\_ {Insert address} \_\_\_\_\_, Assessor's Parcel Number \_\_\_\_\_ (the "Property," legally described in Exhibit "A," attached hereto and incorporated within).

B. Grantee applied for a Historic Preservation Fund grant in order to perform a certain project (the "Project") for the conservation, preservation, restoration, and/or rehabilitation of a Cultural Resource consistent with the purposes of Riverside Municipal Code section 20.30.030.

C. The Historic Preservation Fund Committee reviewed the Project according to the criteria and selection process for evaluating applications and approved an award of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for \_\_\_\_\_ {Insert why we are giving them the money} \_\_\_\_\_ in exchange for this Agreement and Declaration of Covenants, Conditions and Restrictions ("Agreement").

D. In order to conserve, preserve, restore, and/or rehabilitate a Cultural Resource within the City, the City and Grantee desire to enter into this Agreement, which guarantees performance of the Project and places certain restrictions on the exterior property to ensure its continued maintenance.

E. Riverside Municipal Code section 20.30.030 requires that this Agreement, and its obligations, shall run with the land and be binding on future owners, and must be recorded with the County Recorder before any funds may be released.

F. Grantee desires to fulfill its obligations under the Agreement, and to put future owners on notice of the Agreement, so that the purposes of the Grant, and the terms of the Agreement, shall be effectuated in perpetuity.

NOW, THEREFORE, Grantee and City hereby agree as follows:

1. Disbursement of Grant Funds. Grant funds shall be disbursed after Project work has been completed. To receive Grant funds, Grantee shall have completed the Project, received all approvals, complied with all Grant requirements, and passed all inspections. No payment shall be made for work not listed in the Project Description. No advance payments shall be made. Grantee's failure to complete the Project, or to apply for payment according to the disbursement schedule within the Project Description, shall be a waiver of any right to Grant funds.

2. Project Description and Standard of Performance. Grantee shall perform the Project as described the "Project Description," attached hereto and incorporated within as Exhibit "B." The Project Description shall include: plans; description of the work and materials; milestones and reports as appropriate; a disbursement schedule; and, other elements as deemed appropriate by the City. No material deviation from the Project Description is allowed without the prior written consent of the City Council. All funds must be spent as represented in the application and shown in the Project Description.

3. Compliance with Laws, Codes, and Regulations. The Project is subject to the filing and approval of a Certificate of Appropriateness request and any resulting conditions, according to RMC Title 20. The Project shall comply with the applicable Secretary of the Interior's Standards and Guidelines for the Treatment of Historic Properties, 1995. Grantee shall be responsible to obtain all required approvals, permits, and inspections, and complete the project as evidenced by a finalized building permit.

4. Equal Opportunity. Grantee agrees not to discriminate against any employee or applicant for employment because of actual or perceived race, color, national origin, creed, age, gender, marital status, sexual orientation, religion, mental and physical disabilities, sex (including pregnancy), personal appearance, gender identity or expression, family responsibilities, genetic information, matriculation, political affiliation or veteran status.

5. Retention of Records. Grantee shall maintain auditable records of all expenditures under this grant for three (3) years after completion of this grant assisted Project.

6. Planning for Preservation Work. Grantee shall ensure that any documents or plans for preservation work that result from the Project will conform to the Secretary of the Interior's Standards for the Treatment of Historic Properties, as appropriate.

7. Publicity and Acknowledgement of Grant Assistance. Grantee shall list the City of Riverside Historic Preservation Fund as a supporter in any printed material and publicity releases. Should material emanating from this preservation activity be published for distribution,

appropriate acknowledgement of the Committee's participation shall be given using the following statement:

"This project has been funded by a grant from the Historic Preservation Fund of the City of Riverside"

Or

"This project has been funded [in part] by a grant from the Historic Preservation Fund of the City of Riverside"

as appropriate. In accepting this grant, Grantee agrees to provide the City of Riverside with a non-exclusive, royalty free license to use, and to allow others to use, any reports or other materials funded by the grant.

8. Project End Date. The Project shall be completed within one year, commencing ten days after the grant was awarded by the Historic Preservation Fund Committee, or the date any appeals are final. Should any problems arise, a written request for an extension of the project must be submitted to the Historic Preservation Fund Committee at least 30 days prior to the expiration date.

9. Final Report. Within 30 days of the Project end date, Grantee shall submit a final report and financial accounting on the use of the grant award, as well as any materials or reports emanating from the grant award to the HPFC.

10. Standard of Maintenance. Grantee shall maintain and keep the Property in good repair at its sole cost and expense according to RMC chapter 20.35, any other section(s) of the RMC, and any other applicable requirement.

11. Failure to Perform. If Grantee fails to perform the maintenance as required hereunder, Grantee shall reimburse the City for all Grant funds. Failure to reimburse the Agency within thirty (30) days from the date of invoicing shall entitle the Agency to record a notice of lien against the Property, and to take other actions including, in the City's discretion, enforcement of the lien through an action in foreclosure.

12. Enforcement. In addition to other available remedies and at the election of the City, failure to comply with this Agreement shall be deemed a violation of RMC section 20.35 relating to duty to maintain. Grantee hereby waives all protests, challenges, objections, claims and causes of action of whatever kind or nature including constitutional claims, if any, arising out of the City's enforcement of this Agreement. If the City elects to proceed against Grantee under the provisions of the RMC, such action will also include any and all rights to impose a special assessment lien against the Property.

13. This Agreement may only be amended by mutual writing, as approved by the Historic Preservation Fund Committee, or the City Council, as appropriate, and duly recorded.

IN WITNESS WHEREOF, Grantee has caused this Covenant and Agreement to be executed as of the day and year first written above.

**City:**

THE CITY OF RIVERSIDE,  
a California Charter City and  
municipal corporation

By: \_\_\_\_\_

**Grantee and Declarant:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Certified as to Availability of Funds:

By: \_\_\_\_\_  
Assistant City Manager/CFO

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy City Attorney

**ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_, before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(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.

SAMPLE

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

SAMPLE

**EXHIBIT "B"**

**PROJECT DESCRIPTION**

SAMPLE