

2015-0441070

10/06/2015 10:35 AM Fee: \$ 0.00

Page 1 of 8

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



WHEN RECORDED MAIL TO:

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

Project: P15-0168  
Address: 5110 Magnolia Avenue  
APN: 217-252-001

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**AGREEMENT AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**GREG J. MERMILLIOD AND JENNIFER A. MERMILLIOD**

**(HISTORIC PRESERVATION FUND GRANT)**

THIS AGREEMENT AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and entered into this 22nd day of September, 2015, by GREG J. MERMILLIOD AND JENNIFER A. MERMILLIOD, individuals ("Grantees") and the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), with reference to the following facts:

A. Grantees are the fee owner of the real property in the City of Riverside, County of Riverside, State of California, located at 5110 Magnolia Avenue, Assessor's Parcel Number 217-252-001 (the "Property," legally described in Exhibit "A," attached hereto and incorporated within).

B. Grantees applied for a Historic Preservation Fund ("HPF") grant in order to perform a certain project (the "Project") for the conservation, preservation, restoration, 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 Eleven Thousand Five Hundred Twenty Dollars (\$11,520) to repair water and termite damage on a property developed with a single family residence and detached guest house and garage in exchange for this Agreement and Declaration of Covenants, Conditions and Restrictions ("Agreement").

D. In order to conserve, preserve, restore, or rehabilitate a Cultural Resource within the City, the City and Grantees 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.

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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. Grantees desire to fulfill their 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, Grantees 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, Grantees 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. Grantees' 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.** Grantees 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. Grantees 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.** Grantees agree 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.** Grantees 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.** Grantees 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.** Grantees 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 one of the following statements:

"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."

In accepting this grant, Grantees agree 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. **Signage.** Grantees shall display a sign provided by the City to inform the public of the HPF funded project. The sign shall be displayed in a location readily visible from the public right-of-way, commencing with construction and ending when reimbursement is received.

9. **Project End Date.** The Project shall be completed within one year or by June 30, 2016, whichever comes first, 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.

10. **Final Report.** Within 30 days of the Project end date, Grantees 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 HPF.

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

12. **Failure to Perform.** If Grantees fail to perform the maintenance as required hereunder, Grantees 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.

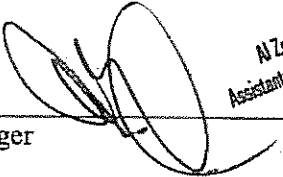
13. **Enforcement.** In addition to other available remedies and at the election of the City, failure to comply with this Agreement shall be deemed a violation of RMC section 20.35 relating to duty to maintain. Grantees hereby waive all protests, challenges, objections, claims and causes of action of 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 Grantees under the provisions of the RMC, such action will also include any and all rights to impose a special assessment lien against the Property.

14. 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.

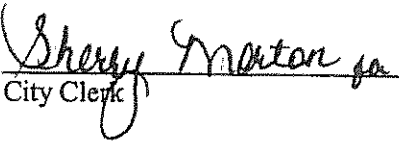
IN WITNESS WHEREOF, Grantees have caused this Agreement and Declaration of Covenants, Conditions and Restrictions to be executed as of the day and year first written above.

**CITY:**

CITY OF RIVERSIDE, a California charter city and municipal corporation

By:  \_\_\_\_\_  
City Manager *N Zelinka  
Assistant City Manager*

**ATTEST:**

By:  \_\_\_\_\_  
City Clerk

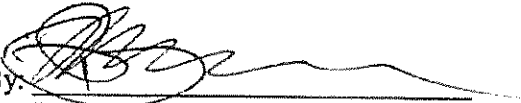
**GRANTEES AND DECLARANTS:**

GREG J. MERMILLIOD AND JENNIFER A. MERMILLIOD, individuals

By:  \_\_\_\_\_  
Greg J. Mermilliod

By:  \_\_\_\_\_  
Jennifer A. Mermilliod

**APPROVED AS TO FORM:**

By:  \_\_\_\_\_  
Deputy City Attorney

CA #15-1207 ALB 07/17/15  
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LARRY W. WARD  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

Recorder  
P.O. Box 751  
Riverside, CA 92502-0751  
(951) 486-7000

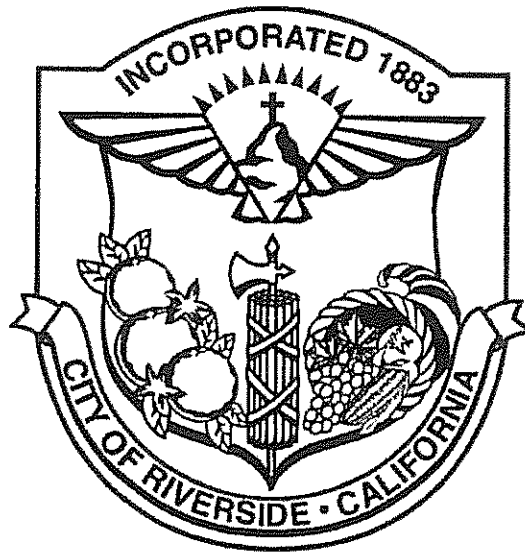
[www.riversideacr.com](http://www.riversideacr.com)

**CERTIFICATION**

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

Page 4 Seal:



Date: October 5, 2015

Signature: *Pangy Crosby*

Print: Pangy Crosby

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

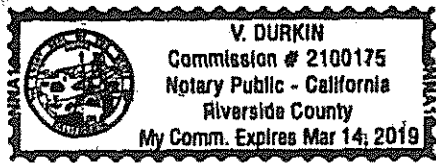
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of RIVERSIDE )  
On 10/2/15 before me, V DURKIN, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer  
personally appeared GREG J MERMILLIOD  
Name(s) of Signer(s)  
JENNIFER A MERMILLIOD

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 [Signature]  
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 Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
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: \_\_\_\_\_

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Exhibit "A"  
Legal Description

Address: 5110 Magnolia Avenue  
APN: 217-252-001

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

Lot 6 of Castle Reagh as shown by Map on file in Book 10, Page 92 of Maps, records of  
Riverside County, California.

DESCRIPTION APPROVAL:

BY:  8/5/15  
DATE

FOR: CURTIS C. STEPHENS, L.S. 7519  
CITY SURVEYOR

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## EXHIBIT "B"

### PROJECT DESCRIPTION

#### PROJECT-SPECIFIC CONDITIONS:

1. The project includes water intrusion repair and prevention at the garage/guesthouse at 5110 Magnolia Avenue. Work shall be performed by Prestige IHS according to the proposal dated 2-25-15, by Fairweather Roofing, Inc. according to the proposal dated 2-24-15, by Frank Montoya Lath & Plastering according to the proposal dated 2-24-15, and by Vedder Restoration Painting according to the proposal dated 2-25-15, respectively (or equivalent licensed contractors subject to prior approval by CHB staff). The project includes owner matching funds paid to date.
2. The reimbursement of up to \$11,520 is approved.
3. All work shall be completed within one year of execution of the grant agreement or June 30, 2016, whichever comes first.
4. Prior to commencement of work the agreement shall be fully executed and recorded.
5. This action does not include or excuse compliance with all regulations applicable to the proposed project.
6. Prepare a complete application of the subject property for Landmark designation and submit application within one year from execution of the grant agreement for review by the Cultural Heritage Board.

#### PRIOR TO COMMENCEMENT OF WORK:

7. Obtain COA as appropriate for all exterior work included in the application or identified for further restoration.
8. Obtain all necessary building permits.

#### GENERAL CONDITIONS OF APPROVAL:

9. All projects shall be consistent with the Secretary of the Interior's Standards, and be approved as set forth in RMC Title 20.
10. All funds must be spent as represented in the application. Spending funds except as authorized shall be considered fraud or theft, and may be criminally prosecuted. Expenses incurred prior to the award of funds are not eligible. Any changes to the approved project scope shall not be reimbursed without prior written approval from the City.
11. Contractors must be licensed for the type of work proposed and have demonstrated applicable experience. Consultants must meet applicable Secretary of the Interior's Professional Qualification Standards.
12. Grantees must sign a publicity release and allow the City to use the subject structure, project and/or organization in promotional materials.
13. A Historic Preservation Fund sign, which will be provided at no cost to the grantee, must be displayed in a publicly visible location approved by CHB staff for the duration of the project construction in order for any grant monies to be released.
14. Within one year from execution of the grant agreement, a final report and financial accounting of the expenditure of the grant must be submitted, including the finalized building permit, if required, and a letter confirming that grant funded work is complete. Upon CHB staff approval of the final report and formal request for reimbursement form, reimbursement shall be processed within 30 days.
15. Construction projects must be documented with a high quality photographic record before, during and after. For unique features and/or work processes, a written description of the process and tools used to complete the project shall be required. Final completion shall be documented by photographs with captions.

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