

WHEN RECORDED MAIL TO:

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

Project: P15-0746
Address: 5081 Magnolia Avenue
APN: 217-241-016

2016-0124097

03/30/2016 04:34 PM Fee: \$ 0.00

Page 1 of 8

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



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

Jack A. MacPhetridge

(HISTORIC PRESERVATION FUND GRANT)

THIS AGREEMENT AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and entered into this 9th day of March, 2016, by JACK A. MACPHETRIDGE, a married man as his sole and separate property ("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 5081 Magnolia Avenue, Assessor's Parcel Number 217-241-016 (the "Property," legally described in Exhibit "A," attached hereto and incorporated within).

B. Grantee 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 Twelve Thousand Five Hundred Dollars (\$12,500) for restoration of exterior of home and garage material and painting to period appropriate colors of the single-family residence 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 Grantee desires 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 his 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 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, 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. **Signage.** Grantee 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 December 31, 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, 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 HPF.

11. **Standard of Maintenance.** Grantee shall maintain and keep the Property in good repair at his 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 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.

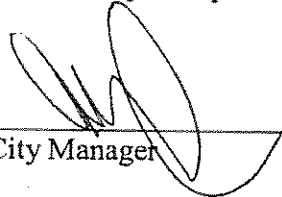
13. **Enforcement.** In addition to other available remedies and at the election of the City, failure to comply with this Agreement shall be deemed a violation of RMC section 20.35 relating to duty to maintain. Grantee hereby waives all protests, challenges, objections, claims and causes of action of 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.

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, Grantee has caused this Agreement and Declaration of Covenants, Conditions and Restrictions to be executed as of the day and year first written above.

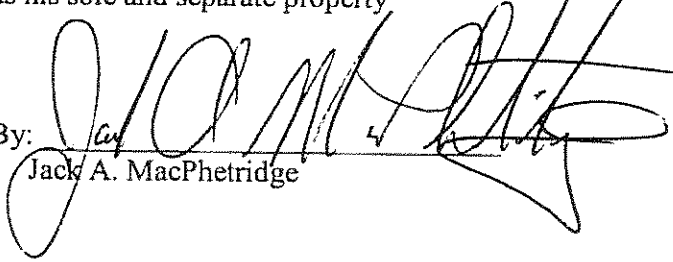
CITY:

CITY OF RIVERSIDE, a California charter city and municipal corporation

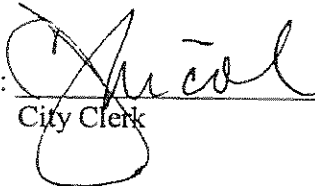
By:  _____
Al Zelinka
Assistant City Manager
City Manager

GRANTEE AND DECLARANT:

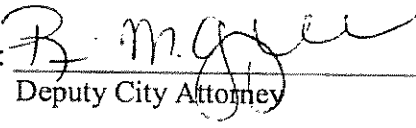
JACK A. MACPHETRIDGE, a married man as his sole and separate property

By:  _____
Jack A. MacPhetridge

ATTEST:

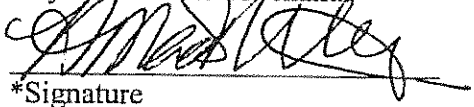
By:  _____
City Clerk

APPROVED AS TO FORM:

By:  _____
Deputy City Attorney

SPOUSAL COMMUNITY RIGHTS IN THE COVENANT AND AGREEMENT

I am the spouse of JACK A. MACPHETRIDGE, and I hereby consent and join in the covenant hereinabove described and I hereby release and quitclaim any community property interest that I may have in said covenant.

 _____
*Signature

Heather MacPhetridge
Printed Name

Dated 2-17-16

*Signatures must be notarized.

ACKNOWLEDGEMENT

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 FEBRUARY 17, 2016 before me, SHERYN LEE SMAY, NOTARY PUBLIC,
(insert name and title of the officer)

personally appeared JACK A. MALPITRIDGE AND HEATHER MALPITRIDGE who proved to me on the basis of satisfactory evidence to that 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 *Sheryn Smay* (Seal)



EXHIBIT "A"
LEGAL DESCRIPTION

Project: P15-0746
Address: 5081 Magnolia Avenue
A.P.N. 217-241-016

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

That portion of Lot E of Beechwood Place Addition, as shown by map on file in Book 8, Page 86 of Maps, Records of Riverside County, California, described as follows:

BEGINNING at a point on the southeasterly line of said Lot E, distant thereon South 29° West, 69.50 feet from the northeast corner thereof, also being on the northwesterly line of Magnolia Avenue (formerly New Magnolia Avenue);

THENCE South 29° West , along said northwesterly line of Magnolia Avenue, a distance of 95 feet to a point on the northeasterly line of Chapman Place on map of Beechwood Place Addition No. 2, as shown by map on file in Book 10, Page 86 of Maps, Records said County;

THENCE North 60°55' West, along said northeasterly line of Chapman Place, a distance of 150 feet to a point on the southeasterly line of an alley shown on said Beechwood Place Addition;

THENCE North 29° East, along the southeasterly line of said alley, a distance of 95 feet to a point thereon;

THENCE South 60°55' East, a distance of 150 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 3/1/16 Prep. (Signature)
Curtis C. Stephens, L.S. 7519 Date

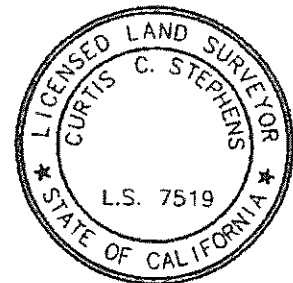


EXHIBIT B

PROJECT DESCRIPTION

Case Number: P15-0746

MEETING DATE: OCTOBER 13, 2015

PROJECT-SPECIFIC CONDITIONS:

1. The reimbursement of up to \$12,500 is approved based upon the following:
 - a. Restoration of exterior home and garage material and painting to period appropriate colors.
2. All work shall be completed within one year of execution of the grant agreement or December 31, 2016, whichever comes first.
3. Within 90 days after the grant approval meeting, the grantee shall furnish to the City a current title report confirming ownership and that there are no conflicts with the ownership. The title report must be dated within 180 days of the date it is submitted to the City. Failure to furnish said title report in a timely manner will delay preparation of the required grant agreement. Failure to furnish said title report by the deadline will result in reconsideration of the grant award at a subsequent HPFC meeting, and may result in forfeiture of the grant award.
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.

PRIOR TO COMMENCEMENT OF WORK:

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

GENERAL CONDITIONS OF APPROVAL:

8. All projects shall be consistent with the Secretary of the Interior's Standards, and be approved as set forth in RMC Title 20.
9. 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.
10. 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.

C/A-1336

11. Grantees must sign a publicity release and allow the City to use the subject structure, project and/or organization in promotional materials.
12. 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.
13. 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.
14. 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.

C/A-1336