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City Clerk's Office  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522

Free Recording  
This instrument is for the benefit  
of the City of Riverside and is  
entitled to be recorded without  
fee. (Government Code 6103 )

RECEIVED FOR RECORD  
At Request of  
City of Riverside  
Book 1980, Page 245465  
DEC 31 1980

Recorded in Official Records  
of Riverside County, California  
D. D. Spitzer Recorder  
FEE \$

HISTORICAL PRESERVATION EASEMENT

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This grant of Historical Preservation Easement is  
made this 24<sup>th</sup> day of December, 1980, by and between GILBERT H.  
ZIMMERMAN and MARIA L. ZIMMERMAN (hereinafter called "Grantor")  
and the CITY OF RIVERSIDE, a public entity.

WITNESSETH:

WHEREAS, grantor is the owner of certain real property  
located in the City of Riverside, County of Riverside, California,  
commonly referred to as 7995 Magnolia Avenue, Riverside, California  
and particularly described in Exhibit "A," attached hereto and  
incorporated herein (hereinafter referred to as the "Property");  
and

WHEREAS, the improvements constituting part of the  
Property include a building, all or a part of which building is  
occupied by the Grantor as his personal residence (hereinafter  
referred to as the "Building"); and

WHEREAS, the Building is representative of Riverside's  
stock of older architecturally meritorious buildings, and, as  
such, an important cultural resource; and

9993

245465

WHEREAS, the City of Riverside has determined that the Building is worthy of preservation; and

WHEREAS, this Historical Preservation Easement will irrevocably and perpetually transfer development rights on the Property to the City of Riverside and thus conserve the land and the airspace surrounding the Building as urban scenic open space; and

WHEREAS, it is the policy of the United States, as enunciated in the Historic Sites Act of 1935, the National Foundation on the Arts and Humanities Act of 1965, and the National Historic Preservation Act of 1969 to preserve historic sites and buildings and the natural aspects of our national heritage for the inspiration and benefit of the people of the United States; and

WHEREAS, it is the policy of the State of California, as set forth in Article 28, Sections 1 and 2 of the California Constitution and Government Code Sections 51050 et seq. and 50280 et seq. to preserve and maintain scenic open space lands and buildings of historical significance; and

WHEREAS, GRANTOR recognizes and agrees with the evaluation of the City of Riverside of the architectural, historic and aesthetic qualities of the building and its environs and desires to promote the policies of the United States and the State of California as referred to above;

NOW, THEREFORE, in recognition of the foregoing and as a charitable contribution to the City of Riverside, Grantor

245465

hereby grants to the City of Riverside an easement in gross in the Property for the purpose of preserving the historical, open space and scenic values of the property in perpetuity; this easement shall have the scope and be subject to the restrictions and covenants that follow:

1. Scope of Easement. This easement conveys to the City of Riverside an interest in the Property consisting of the benefit of the following affirmative and negative covenants on the part of Grantor and Grantor's successors and assigns:

(a) No change of the appearance of the exterior of the Building or any other improvement included in the Property as depicted in the photographs furnished to the City of Riverside shall be made without the prior written consent of the City of Riverside. Exterior changes which require the consent of the City of Riverside shall include, without limitation, any structural change or any change in design, color or materials.

(b) The Building shall not be demolished nor shall new structures or additions of any kind be constructed on the Property without the prior written consent of the City of Riverside.

(c) The Building shall not be used for any purpose other than a single family dwelling without the prior written consent of the City of Riverside.

(d) A designated representative of the City of Riverside shall have the right to inspect the interior of the

245465

Building by appointment once annually to assure conformity with the terms of this easement.

(e) In recognition of the close historical affinity of this Property to the nearby structure known as "Heritage House," the Building shall be made accessible to the Heritage House Docents by appointment once annually.

(f) The Property shall be maintained in a good and sound state of repair so that minimal deterioration in its present exterior appearance, as depicted in said photographs, shall take place.

(g) The Property shall not be subdivided.

(h) The City of Riverside may from time to time inspect the exterior of the Property to assure conformity with the terms of this easement. For this purpose, a designated representative of the City of Riverside may have access to the driveway of the Property.

2. The City of Riverside Review Procedures. The City of Riverside shall have discretion in reviewing applications under Paragraph 1 herein to deny the application or give its consent, conditionally or unconditionally, except that such discretion shall be reasonably exercised, and consent by the City of Riverside shall be deemed given if, within sixty (60) days of receipt of an application in such form as the City of Riverside may prescribe, the City of Riverside does not in writing deny the application or give its consent, conditionally or unconditionally.

245465

3. Remedies.

(a) In the event of a violation of any covenant contained in Paragraph 1 herein, the City of Riverside shall be entitled to pursue all available legal and equitable remedies, including injunction. The prevailing party shall be entitled to such reasonable attorneys' fees as the court may fix.

(b) Without limiting the foregoing, the parties acknowledge that in view of the intangible public values associated with the easement herein granted, it is impractical to estimate the damage which may result from a violation of covenants contained herein. The parties agree that the following are reasonable sums to be paid to the City of Riverside as liquidated damages:

(i) In the event that material change is made by Grantor, his assigns, successors in interest or their respective agents in the exterior appearance of the Building without the prior written consent of the City of Riverside: Twenty-five percent (25%) of the assessed valuation of the Property as of the lien date immediately prior to said change;

(ii) In the event the Building is demolished or wilfully destroyed: Fifty percent (50%) of the assessed valuation of the Property as of the lien date immediately prior to said demolition or destruction.

(c) If the City of Riverside shall find that the Building has substantially deteriorated as a result of a failure to perform the covenant specified in subparagraph 1(f)

herein, then the City of Riverside shall send written notice to Grantor requesting that the Building be repaired to achieve a level of maintenance consistent with the provisions of subparagraph 1(f). If, within thirty (30) days of receipt of said notice the Building has not been repaired to the satisfaction of the City of Riverside, then the City of Riverside, and its agents, shall have the right to enter upon the Property to inspect and prepare a report of maintenance deficiencies. If, within thirty (30) days of receipt of said written report by Grantor, necessary repairs as specified in said report have not been completed, the City of Riverside, and its agents, shall have the right to enter upon the Property and cause the Building to be repaired at the Grantor's expense.

4. Nature and Duration. The covenants expressed herein shall be deemed to run with the Property in perpetuity and be binding upon Grantor and the successors and assigns of Grantor for the benefit of the City of Riverside.

5. Assignment, Successors and Assigns.

(a) It is expressly agreed that the City of Riverside may, at its sole discretion, transfer this easement to a charitable corporation or trust, dedicated to the preservation of historic buildings and urban scenic open space.

(b) This easement shall in no event be conveyed to Grantor or the successors and assigns of Grantor nor shall the City of Riverside quitclaim or in any way release the restrictions hereby imposed.

245465

(c) If the City of Riverside is dissolved, or in any other way ceases its existence, or for any other reason is unable to enforce the restrictions provided for herein then all rights of the City of Riverside in this easement shall automatically vest in the National Trust for Historic Preservation, a District of Columbia nonprofit corporation.

IN WITNESS WHEREOF, the undersigned has executed this Grant of an Historical Preservation Easement this 24<sup>th</sup> day of December, 1980.

GRANTOR:

Gilbert H. Zimmerman  
GILBERT H. ZIMMERMAN  
Maria L. Zimmerman  
MARIA L. ZIMMERMAN

ACCEPTED:

CITY OF RIVERSIDE

By: Ab Brown  
AB BROWN, Mayor

APPROVED AS TO FORM  
Clarice Turney  
ASST. CITY ATTORNEY

Date of Acceptance: December 24, 1980

Attest: ALICE A. HARE  
City Clerk

By Karen E. Oakley  
Assistant City Clerk

245465

PROPERTY DESCRIPTION

FOR

HISTORICAL PRESERVATION EASEMENT

All that portion of Lots 15 and 16 in Block 15 of Lands of Riverside Land and Irrigation Company, as shown by map recorded in Book 1, page 70 of Maps, Records of San Bernardino County, California, particularly described as follows:

Beginning at the most Easterly corner of said Lot 15;

THENCE Southwesterly along the Northwesterly line of Magnolia Avenue 25 feet;

THENCE Northwesterly and parallel with the Northeasterly line of Lot 15, 323 feet to the most Southerly corner of Parcel 2, conveyed to Degan Investment Company, "et al.", by deed recorded January 21, 1964, as Instrument No. 8239, Records of Riverside County, California;

THENCE Northeasterly and parallel with the Northwesterly line of Magnolia Avenue 25 feet to the Northeasterly line of said Lot 15;

THENCE continuing Northeasterly and parallel with the Northwesterly line of Magnolia Avenue 104.6 feet to the most Easterly corner of said Parcel 2, above referred to.

THENCE Southeasterly and parallel with the Northeasterly line of said Lot 15, 323 feet to the Northwesterly line of Magnolia Avenue.

THENCE Southwesterly along the Northwesterly line of Magnolia Avenue, 104.6 feet to the point of beginning.

CONSENT TO RECORDATION

THIS IS TO CERTIFY that the interest in real property conveyed by the Deed or Grant dated 12/24/80 from Gilbert H. Zimmerman & Maria L. Zimmerman

for Por Lots 15 & 16 Blk 15 Lands of Riv Land & Irrigation Co. Mp Rec Bk 1 Pg. 70 Mps Rec SB CO CA

to the City of Riverside, a Municipal Corporation, is hereby accepted for and on behalf of said City pursuant to Resolution of the City Council thereof recorded on 12-29-66 by Inst. No. 123460, Riverside County Records, and the Grantee hereby consents to recordation of this instrument through the undersigned.

Dated Dec. 31-1980

*[Signature]*  
Property Services Manager