Recording requested by, and when recorded mail to:

Successor Agency to the Redevelopment Agency of the City of Fresno 848 M Street, Third Floor Fresno, CA 93721

Attention: Executive Director

Fresno County A.P.N. 468-223-20

Space above for Recorder's Use

FAÇADE COVENANT ("Covenant")

In consideration of the conveyance from Grantor SUCCESSOR AGENCY TO THE CITY OF FRESNO, a public body corporate and politic, to Grantee ESSAYONS, LP., of certain real property, located at 450 M Street in the City of Fresno ("City"), County of Fresno, State of California, more particularly described in Exhibit A hereto.

- 1. As a mitigation measure set forth in Mitigated Negative Declaration for Environmental Assessment C-02-061 (the "MND"), the façades of the four existing historic structures ("Structures") located on the property, as identified on the diagram attached as Exhibit B, shall each be retained to their Period of Significance, as specifically defined in the MND and appendices thereto, which is incorporated herein by reference and in accordance with the United States Secretary of Interior's Standards for the Rehabilitation of Historic Structures as set forth in 36 CFR 67.7.
- 2. As of the date of this Covenant, the Structures as currently improved are deemed to be in compliance with paragraph 1 of this Covenant. The City of Fresno has issued Permit Nos. B22-03086, B22-03087, and B22-03088 ("Permit") for work to be performed on the structures. Work performed in compliance with the Permit shall be deemed to be in compliance with this Covenant.
- 3. Following completion of the Permit work and issuance of a Certificate of Occupancy for the Structures, any major construction, alterations, renovations, maintenance, or improvement that requires issuance of a new City permit shall be approved by the City's Historic Preservation Officer and, in his or her discretion, the City's Historic Preservation Commission.
- 4. Grantor shall indemnify and hold Grantee, and each of its respective owners, principals, directors, officers, partners, agents, employees, harmless against any claim, demand, action, liability, loss, lawsuit, court proceeding, loss, cost, damage, deficiency, fine, penalty, or expense (including, without limitation, attorneys' fees), (hereinafter, collectively defined as a "Claim(s)") arising from or relating to (i) the enforcement of this covenant, or (ii) the negligent or intentional acts or omissions of Grantee or any of its officers, employees, agents, or volunteers; but said duty to indemnify shall not apply to any claim, loss, liability, fines, penalties, forfeitures,

costs or damages arising from the gross negligence or willful misconduct of Grantee. Nothing herein shall constitute a waiver by City of governmental immunities including California Government Code section 810 et seq.. Grantee agrees that this Agreement shall in no way act to abrogate or waive any immunities available to City under the Tort Claims Act of the State of California. Grantor's obligation to indemnify as set forth in this paragraph is specific to Grantee, and shall not be assigned or inure to its successors and assigns, nor shall it run with the land upon transfer.

- 5. Except as otherwise set forth herein, this covenant is binding on the parties hereto, and their heirs, successors, and assigns in perpetuity. All stipulations and covenants contained herein shall be inserted by the Grantee verbatim or by express reference in any deed or other legal instrument by which the grantee divests itself of any interest in the property or any part thereof.
- 6. This covenant shall be a binding servitude upon the property and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that the grantor and grantee agree to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

GRANTOR:				GRAN
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Marlene Mu	rphey		Date	1
Executive D	irector			By: 👱

GRANTEE: ESSAYONS LP., a California limited partnership, or assignee

By: Pentori, a California corporation

Its: General Partner

Thomas G. Richards

Its: President

Date

APPROVED AS TO FORM: RINA M. GONZALES City Attorney	
By:	
Deputy City Attorney	Date
ATTEST: TODD STERMER, CMC City Clerk	
By:	
Deputy	Date

Exhibit A: Legal Description of Property

Exhibit B: Site Diagram

ACKNOWLEDGMENTS

STATE OF CALIFORNIA)
COUNTY OF FRESNO)
Or Antenbu 23, 2022 before me, LETA M Ciavag Le Notary Public, personally appeared 140MAS 6 RUCHARDS 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(son the instrument the person(s), or the entity upon behalf of which the person(stated, 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. LETA M. CIAVAGLIA Notary Public - California Fresno County Commission # 2358656 My Comm. Expires Jun 20, 2025 (SEAL)

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

THE LAND DESCRIBED HEREIN IS SITUATED IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lots 26 through 32, inclusive, in Block 184 in Fresno City, Fresno County, State of California, according to the map thereof recorded in Book 1 of Plats at Page 25, Fresno County Records.

APN: 468-223-20T

EXHIBIT B SITE DIAGRAM

Structures as identified in MND (Environmental Assessment C-02-061)

Building 1 and 2: Formerly 460 N Street (Scmidt/Terzian Residence and Summer Kitchen, c. 1905)

Building 3: Formerly 455 O Street (Bazoian Residence, c. 1905)

Building 4: Formerly 459 O Street (Tashjian Residence, c. 1890)

