

FIRST AMENDMENT TO
DISPOSITION AND DEVELOPMENT AGREEMENT
(CITY OF COVINA, THE SUCCESSOR AGENCY TO THE COVINA
REDEVELOPMENT AGENCY AND THE McINTYRE COMPANY)

This FIRST AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT by and among the City of Covina, the Successor Agency to the Covina Redevelopment Agency and The McIntyre Company (“First Amendment”) is dated December 17, 2019, and entered into by and among the City of Covina (the “City”), the Successor Agency to the Covina Redevelopment Agency (the “SA”) and The McIntyre Company, a California corporation (“Developer”). City, SA and Developer are sometimes individually referred to herein as “Party” and collectively as “Parties.”

RECITALS

A. The parties entered into the Disposition and Development Agreement, dated August 21, 2018 (“Agreement”), in which the City, SA and Developer agreed to sell that certain real property located at 135 E. Badillo Street in the City of Covina, California, as further described and depicted in Exhibit “A-1” and Exhibit “A-2” to the Agreement (“Property”) from City and SA to Developer, and for Developer to develop the Project on the Property, as such term is defined in the Agreement.

B. On June 25, 2018, the Oversight Board of the Successor Agency to the Covina Redevelopment Agency (“Oversight Board”) adopted Resolution No. 18-64, approving the execution and delivery of a Disposition and Development Agreement regarding the Successor Agency’s sale to the McIntyre Company, a California Corporation, of APN 8445-009-911, a former Covina Redevelopment Agency property located at 135 E. Badillo Street in the City of Covina, pursuant to the Successor Agency’s Long Range Property Management Plan, and Submitting the approved recommendation to the State Department of Finance for Review.

C. On July 18, 2018, the State Department of Finance (“DOF”) notified the SA that it would take no action on Resolution No. 18-64, as disposition of property pursuant to an approved Long Range Property Management Plan does not require review by the State Department of Finance.

D. On August 21, 2018, at a joint meeting, the SA Board adopted Resolution 18-04 approving the disposition and development agreement, and the City adopted Resolution CC 18-112, approving the disposition and development agreement.

E. The Agreement requires certain actions to take place within a certain time, as specified in Exhibit “B” “Schedule of Performance”. Because of the preparation of preliminary plans, it was not possible for the Developer to proceed with the Schedule of Performance in the specified deadlines.

F. Authority and Developer now desire to: (i) amend the Schedule of Performance in the Agreement to extend the escrow closing date to April 1, 2020 and amend the escrow closing

date referenced in Section 2.2 to that date; (ii) amend Sections 2.7 and 2.8 of the Agreement to provide for City easements; (iii) amend the insurance and indemnification provisions in the Agreement to include references to the SA; (iv) expand Developer's options to provide security for project completion, and (v) provide that in the event an updated appraisal is needed, the purchase price will be the fair market value as set forth in the appraisal update.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES, COVENANTS AND UNDERTAKINGS SET FORTH IN THIS FIRST AMENDMENT AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, CITY, SA AND DEVELOPER AGREE AS FOLLOWS:

1. Conditions Precedent. The effectiveness of this Amendment is hereby conditioned upon the approval of this Amendment by the Oversight Board and the approval of the Oversight Board's decision by the DOF (or failure to respond within the time required by law).
2. Incorporation of Defined Terms. All terms, phrases and words indicated to be defined terms by initial capitalization in this First Amendment that are not specifically defined in this First Amendment shall have the meaning ascribed to the same term, phrase, or word, respectively, in the Agreement.
3. Amendments to Agreement.

3.1 The last sentence of Section 2.1 is hereby deleted and is replaced with the following sentence:

The purchase price for the City Property shall be \$42,836.62 and the purchase price for the SA Property shall be \$290,000, provided that if the fair market value for either property, as shown by an appraisal update heretofore ordered by City exceeds such price, then the purchase price shall be the fair market value for such property as set forth in the appraisal update, and the City and SA shall promptly deliver a copy of the appraisal update to Developer.

3.2 Section 2.2 is hereby replaced in its entirety to read as follows:

2.2 Opening and Closing of Escrow. Within five (5) business days after the date this Agreement is executed by the City and delivered to Developer, the City and the Developer shall cause an escrow (the "Escrow") to be opened with Escrow Holder for the sale of the Property to Developer and shall deposit with Escrow Holder a copy of this fully executed Agreement and request that an escrow be opened. The City and Developer shall provide such additional instructions consistent with this Agreement as may be reasonably required by Escrow Holder. Provided that each of the conditions to closing described in Section 2.7 have been satisfied, Escrow shall close (the "Close of Escrow") on or before April 1, 2020. If the Close of Escrow does not occur by such date, any party not then in default may terminate this Agreement by written notice to the other, and all funds and documents deposited with Escrow Agent shall be promptly returned, by Escrow Agent to the depositing party, except that any escrow and title cancellation fees shall be paid by the defaulting party.

3.3 Exhibit “B”, “Schedule of Performance”, Line 11 of the Agreement is hereby replaced in its entirety to read as follows:

11. Close of Escrow. The Developer shall purchase the Property from the City and shall concurrently close the Construction Loan.	No later than April 1, 2020.
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3.4 Section 2.4.11 is hereby amended to read:

2.411 The Developer shall have provided evidence to the City that the obligations of Developer’s general contractor to construct and complete the Project (pursuant to the Construction Contract) have been bonded, for the express benefit of Developer, Developer’s construction lender and the City, or a letter of credit provided to City, or Covina Irrigation Company (CIC) stock certificates and an executed security agreement acceptable to the City Manager shall have been provided to City in an amount acceptable to the City Manager. If bonds are used, then copies shall be provided to the City and they shall be a Performance Bond and a Labor and Material Payment Bond (in the form of AIA form A311 or A312), issued by a surety admitted to issue insurance in the State of California and otherwise acceptable to the City Manager in the amount of the construction contract and shall secure the faithful performance by the General Contractor of the completion of construction of the Improvements free of all liens and claims, within the time provided in the Schedule of Performance attached hereto, and shall name the City as a co-obligee. If a letter of credit is used, it shall be a letter of credit in an amount, in a form and issued by an issuer all acceptable to the City Manager.

3.5 Section 2.7.1.2 “Deposits into Escrow” of the Agreement is hereby amended to read:

(a) Modify 2.7.1.2 to read as follows;

2.7.1.2 A Certificate of Compliance for completion, execution, acknowledgment and use of the Developer with respect to the Lot Merger affecting a portion of Lot 14 (previous City property) and the SA Property, which will occur concurrently with the close of escrow, and Developer is to deliver the completed Certificate of Compliance to Escrow for recording at the Closing.

(b) Add a new 2.7.1.6 as follows:

2.7.1.6 Counterparts of the easements in the forms attached hereto as Exhibits “F” and “G”, executed by City and acknowledged (the “City Easements”).

(c) Add a new Section 2.7.2.3 as follows:

2.7.2.3 Counterparts of the City Easements, executed by Developer and acknowledged,

3.6 Section 2.8.1.1 “Escrow’s Closing Actions” of the Agreement is hereby amended to read:

2.8.1.1 Record the grant deeds, then the Lot Merger Certificate of Compliance and then the City easements in the Official Records of Los Angeles County.

3.7. Section 7.1.1 of the DDA “Insurance” is hereby amended to read:

From and after the Close of Escrow and for so long as title to the Property has not reverted to by the City, Developer shall obtain and maintain at no cost or expense to the City, with a reputable and financially responsible insurance company reasonably acceptable to the City: (i) after the opening of the Project for business, commercially reasonable casualty insurance for the Improvements in an amount not less than the replacement cost of the Improvements (subject to commercially reasonable deductibles) with a reasonable inflation rider; (ii) commercial broad form general liability insurance, insuring against claims and liability for bodily injury, death, or property damage arising from the construction, use, occupancy, condition, or operation of the Property, which liability insurance shall provide combined single limit protection of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, contractual liability coverage and products and completed operations coverage (which must be maintained for at least 2 years after the issuance of the Certificate of Occupancy for the Project), and (iii) commercial automobile liability insurance of at least \$1,000,000 combined single limit. Such liability insurance policies shall name the City of Covina, and the Successor Agency to the Covina Redevelopment Agency, and their respective council members, board members, officers, agents and employees as additional insureds.

3.8. Section 8.1 “Indemnity” is amended to read:

8.1 Indemnity. Developer shall indemnify, defend, protect, and hold harmless the City of Covina and the Successor Agency to the Covina Redevelopment Agency, and any and all agents, employees, representatives, council members, board members, consultants, and officers of the City and Successor Agency, from and against all losses, liabilities, claims, damages (including foreseeable or unforeseeable consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out of pocket litigation costs and reasonable attorneys’ fees) and demands of any nature whatsoever, related directly or indirectly to, or arising out of or in connection with:

- i) the validity of this Agreement;
- ii) the development and construction by Developer of the Improvements on the Property or the use, ownership, management, occupancy, or possession of the Property during Developer’s period of ownership of the Property;

- iii) any breach or Default by Developer hereunder; or
- iv) any of Developer's other activities on the Property (or the activities of Developer's agents, employees, lessees, representatives, licensees, guests, invitees, contractors, subcontractors, or independent contractors on the Property), regardless of whether such losses and liabilities shall accrue or are discovered before or after termination or expiration of this Agreement, except to the extent such losses or liabilities are caused by the negligence or willful misconduct of the City or the Successor Agency.

The City or/and the Successor Agency may in their discretion participate in the defense of any legal action naming the City or the Successor Agency. The provisions of this Section shall survive the Close of Escrow or the earlier termination of this Agreement.

3.9 Exhibits "F" and "G" attached to this First Amendment are hereby added as Exhibits "F" and "G" to the Agreement.

4. Effect on Agreement. All terms and conditions of the Agreement that are not modified by this First Amendment shall remain unmodified, in full force and effect and binding on the Parties. This First Amendment shall be enforceable and interpreted in accordance with a subject to all of the terms, provisions, conditions, covenants and agreements set forth in the Agreement, except as specifically and expressly modified in this First Amendment.

5. Conflict. In the event of a conflict between the terms and conditions of this First Amendment and the terms and conditions of the Agreement, the terms and conditions of this First Amendment shall control.

6. Counterparts. This First Amendment may be signed in counterparts (including facsimile or electronic counterparts), each of which shall be deemed an original, and all such counterparts, when taken together, shall constitute one agreement.

7. Estoppel. Authority and Developer each acknowledge and agree that, as of the date of this First Amendment, no default exists under the Agreement and no event or condition has occurred that, with the giving of notice or passage of time or both or neither, would constitute a default by either Authority or Developer under the Agreement.

8. No Intended Third-Party Beneficiaries. None of the terms or provisions of this First Amendment are intended to benefit any person or entity other than Authority or Developer.

9. Governing Law. The laws of the State of California shall govern the interpretation and enforcement of this First Amendment, without application of conflicts or choice of laws principles.

10. Interpretation. The terms, provisions, conditions, covenants, restrictions and agreements contained in this First Amendment shall not be construed in favor of or against any Party, but shall be construed as if each Party prepared this First Amendment.

11. Entire Agreement. The Agreement, as amended by this First Amendment, represents the entire understanding between the Parties as to the subject matter of the Agreement, as so amended.

The Parties have signed and entered into this First Amendment by and through the signatures of their authorized representatives, as follows:

CITY:

CITY OF COVINA,
a municipal corporation

By: _____
Christopher Marcarello
Interim City Manager

DEVELOPER:

THE MCINTYRE COMPANY,
a California corporation

By: _____
Andrew McIntyre
President

ATTEST:

By: _____
City Clerk

APPROVED TO FORM:

By _____
Candace K. Lee, City Attorney

SA:

SUCCESSOR AGENCY TO THE
COVINA REDEVELOPMENT AGENCY

By: _____
Christopher Marcarello
Interim Executive Director

EXHIBIT "F"

**FORM OF GREASE INCEPTOR AND
LOADING ZONE EASEMENT**

(Attached.)

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

City of Covina
125 East College Street
Covina, CA 91723
Attn: City Manager

With a copy to:

The McIntyre Company
370 E. Rowland St.
Covina, CA 91723
Attn: Andrew McIntyre

No Recording Fee (Government Code Section 27383)

GREASE INTERCEPTOR AND LOADING ZONE EASEMENT AGREEMENT

This GREASE INTERCEPTOR AND LOADING ZONE EASEMENT AGREEMENT (“Easement”) is dated_____, 2020 for reference purposes, and is executed by the CITY OF COVINA, a California municipal corporation (“City”), and THE MCINTYRE COMPANY, a California corporation (“Grantee”).

RECITALS

A. City owns that certain real property (the “City Property”) in the City of Covina, County of Los Angeles, State of California, that is adjacent to the Grantee Property described in Recital B below.

B. Grantee owns the land described on Exhibit “A” attached hereto and the improvements thereon (the “Grantee Property”).

C. Grantee has requested permission from City to (i) use a portion of the City Property depicted on the diagram attached hereto as part of Exhibit “B” (“Interceptor Easement Area”) for purposes of installing a grease interceptor (the “Interceptor”), (ii) use the portion of the City Property described in the legal description attached as part of Exhibit “B” that is selected by City (and which shall have an area of at least 240 square feet) as a loading zone area (“Loading Zone Easement Area”) for commercial lessees of portions of the Grantor Property to load and unload retail goods and residential lessees of portions of the Grantor Property to load and unload furniture and personal property, after initial loading zone improvements/paving are installed by City, (iii) allow Southern California Edison to install a transformer in a reasonable location the Loading Zone Easement Perimeter Area (defined below) and allow The Gas Company to install and maintain gas meters in reasonable location in the loading Zone Easement Area, and (iv) maintain, repair and clean all loading zone improvements and all improvements in the Loading Zone Perimeter Area and maintain, repair, clean, remove and operate the Interceptor (collectively, the “Permitted Uses”).

D. As used herein, the term “Loading Zone Perimeter Area” shall mean the portions of the City Property described on Exhibit “C” that the City does not elect to include in the Loading Zone Easement Area.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing recitals and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Easement.

A. Effective upon City’s completion of the Initial Load Zone Improvements by City, City grants to Grantee easements over the Interceptor Easement Area and Loading Zone Easement Area and Loading Zone Perimeter Area appurtenant to the Grantee Property for use for the applicable Permitted Uses until the improvements constructed by Grantee on Grantee’s Property are wholly or substantially destroyed for any reason and are not reconstructed within one (1) year thereafter. However, Grantee may not install the Interceptor until the Initial Loading Zone Improvements (described below) have been completed by City. After Grantee installs Interceptor, the City shall complete the Final Loading Zone Improvements (defined below). Grantee’s installation of the Interceptor shall include connecting it to the sewer lateral for 135 E. Badillo (which connects to the public sewer line in the alley to the north).

B. As used herein, the term “Initial Loading Zone Improvements” shall mean the following improvements:

City will select and construct the boundaries of the loading zone with 6 inch concrete curb on the east and west sides of the loading zone, and “rolled concrete curb” on the south side of the loading zone. The minimum size of the loading zone shall not be less than 240 square feet as measured from the inside curb-face of the loading zone. The initial surface of the loading zone shall be compacted native soil or other “base material” to the satisfaction of the Director of Public Works of the City.

As used herein, the term “Final Loading Zone Improvements” mean the following improvements:

Upon the completion of the grease interceptor installation by the Developer, the City shall finish the construction of the loading zone by paving and painting “Loading Zone” and appropriate striping on the loading zone.

C. Upon the expiration or any earlier termination of the Easement, Grantee shall, at its cost, promptly and diligently remove the Interceptor, transformer and gas meters from the Loading Zone Easement Area and Loading Zone Perimeter Area and restore the Loading Zone Easement Area and Loading Zone Perimeter Area to their condition prior to their installation. If Grantee fails to do so, Grantee shall reimburse City for the costs thereof within ten (10) days after written demand from City. Grantee’s obligations under this Section B shall survive the expiration and any earlier termination of this Easement.

D. Rights Retained By City. Subject to the Easement, City retains the right to use, develop, improve and maintain the City Property.

2. Maintenance. Grantee shall at all times maintain the Interceptor and Easement Areas and Loading Zone Perimeter Area, including Loading Zone Improvements, transformer and gas meters, in good condition and repair at Grantee's cost and expense. Within ten (10) business days after request of City from time to time, Grantee shall provide to Grantor reasonable written evidence of such maintenance. In the event such evidence is not timely provide (time being of the essence), or City otherwise reasonably determines that Grantee has not complied with its obligations hereunder, then Grantee hereby expressly agrees that City may: (i) terminate this Easement by written notice to Developer, or (ii) perform such obligations at the expense of Grantee in which case Grantee shall reimburse City for the costs thereof within ten (10) days after written demand from City with evidence of the costs; (and if not timely paid, the City may terminate this Easement by written notice to Developer).

3. Compliance with Laws/Permits. Grantee shall comply with all applicable laws, regulations and permits relating to the Interceptor (and obtain any and all permits necessary for the Interceptor),

4. Indemnity; Insurance. Grantee shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, fines, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to Grantee's use of the Easement Area, the Loading Zone Perimeter Area, the Interceptor, the transformer or the gas meters, or from the installation, use, maintenance or removal thereof, or from any failure by Grantee to comply with this Easement. Grantee's obligations thereunder shall survive the expiration or any earlier termination of this Easement.

Prior to entering the Easement Area for any purpose, Grantee shall obtain (and thereafter maintain) liability insurance, in form and substance acceptable to the City Manager acting in good faith, naming the City as additional insured (with a waiver of subrogation rights for property damage), for all Grantee's and its contractors' activities. GRANTEE SHALL NOT ENTER THE EASEMENT AREA FOR ANY PURPOSE WITHOUT FIRST HAVING DELIVERED TO THE CITY MANAGER REASONABLE EVIDENCE OF SUCH INSURANCE.

5. Possessory Interest Taxes. Grantee shall timely pay all possessory interest taxes, if any, assessed on Grantee's possessory rights under this Easement.

6. Covenant Running with the Land. This Easement relates to the Easement Area and shall run with the land and shall bind City and the Easement Area (and, to the extent of

the Easement Area, the City Property) and benefit Grantee and the Grantee Property and their respective successors-in-interest and successors and assigns.

7. Integration. This Easement may be amended or modified only by a written instrument executed and acknowledged by the parties, or their successors-in-interest, as applicable, and recorded in the Official Records of Los Angeles County, California.

8. Notices. All notices hereunder shall be in writing and sent by certified mail, return receipt requested, or by reputable overnight delivery service, to the City and Grantee at their addresses on page 1, except that either party (and their successors-in-interest) may change its address for notices by a notice given hereunder.

9. No Third Party Beneficiaries. There are no third party beneficiaries of this Easement. (Southern California Edison and The Gas Company are not third party beneficiaries of this Easement.)

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the day and year first above written.

CITY:

CITY OF COVINA,
a California municipal corporation

By: _____
Christopher Marcarello
Interim City Manager

GRANTEE:

THE MCINTYRE COMPANY,
a California corporation

By: _____
Andrew McIntyre,
President

Attest:

Georgianna Nicole Alvarez, City Clerk

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 Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

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.

Signature _____

(Seal)

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 Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

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.

Signature _____

(Seal)

Exhibit "A" to Grease Interceptor Easement

Grantee Property

That portion of Lots 13 and 14 in Block 7 of Covina Town Site, in the City of Covina, County of Los Angeles, State of California, as per Map recorded in Book 9, Pages 3 and 4 of Miscellaneous Records, in the Office of the County Recorder of said County described as follows;

Beginning at the intersection of the southerly line of the northerly 3.50 feet of said Lots 13 and 14 with the easterly line of said Lot 14; thence southerly along the said easterly line to the northerly line of the southerly 17.00 feet of said Lots 13 and 14; thence westerly along the last said northerly line, 15.00 feet to a line parallel with the easterly line of said Lot 14; thence northerly along said parallel line, 69.00 feet to a line parallel with the said northerly line; thence easterly along last said parallel line, a distance of 10.00 feet to a line which is parallel with and 5.00 feet westerly of the easterly line of said Lot 14; thence northerly along the last said parallel line, 85.50 feet to the previously mentioned southerly line of the northerly 3.50 feet of said Lots 13 and 14; thence easterly along the last mentioned southerly line, 5.00 feet to the Point of Beginning.

AND

Lot 15 in Block 7 of Covina Town Site, in the City of Covina, County of Los Angeles, State of California, as per Map recorded in Book 9, Pages 3 and 4 of Miscellaneous Records, in the Office of the County Recorder of said County;

Excepting that portion described in the Deeds to the City of Covina for street and alley purposes in said, recorded March 24, 1971 as Instrument No. 3384 and 3385 in said Office of the County Recorder.

Exhibit "B" to Grease Interceptor Easement

Easement Areas

(Attached.)

LEGAL DESCRIPTION OF LOADING ZONE AREA
(INCLUDING AREA IN WHICH INTERCEPTOR IS PERMITTED)

THAT PORTION OF LOT 14, BLOCK 7, OF COVINA TOWN SITE, IN THE CITY OF COVINA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGES 3 AND 4 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE NORTHERLY 3.50 FEET OF LOT 14 AND THE WESTERLY LINE OF THE EASTERLY 5.00 FEET OF LOT 14;

THENCE, SOUTHERLY ALONG SAID WESTERLY LINE 35.00 FEET TO A POINT ON A LINE PARALLEL TO AND 35.00 FEET SOUTHERLY OF SAID SOUTHERLY LINE;

THENCE, WESTERLY ALONG LAST SAID PARALLEL LINE 24.00 FEET TO A POINT ON A LINE PARALLEL TO AND 29.00 FEET WESTERLY OF SAID EASTERLY LINE OF LOT 14;

THENCE, NORTHERLY ALONG LAST SAID PARALLEL LINE 29.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 6.00 FEET;

THENCE NORTHWESTERLY ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC LENGTH OF 9.42 FEET TO A POINT ON SAID SOUTHERLY LINE;

THENCE, EASTERLY ALONG SAID SOUTHERLY LINE, 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 848 SQUARE FEET MORE OR LESS



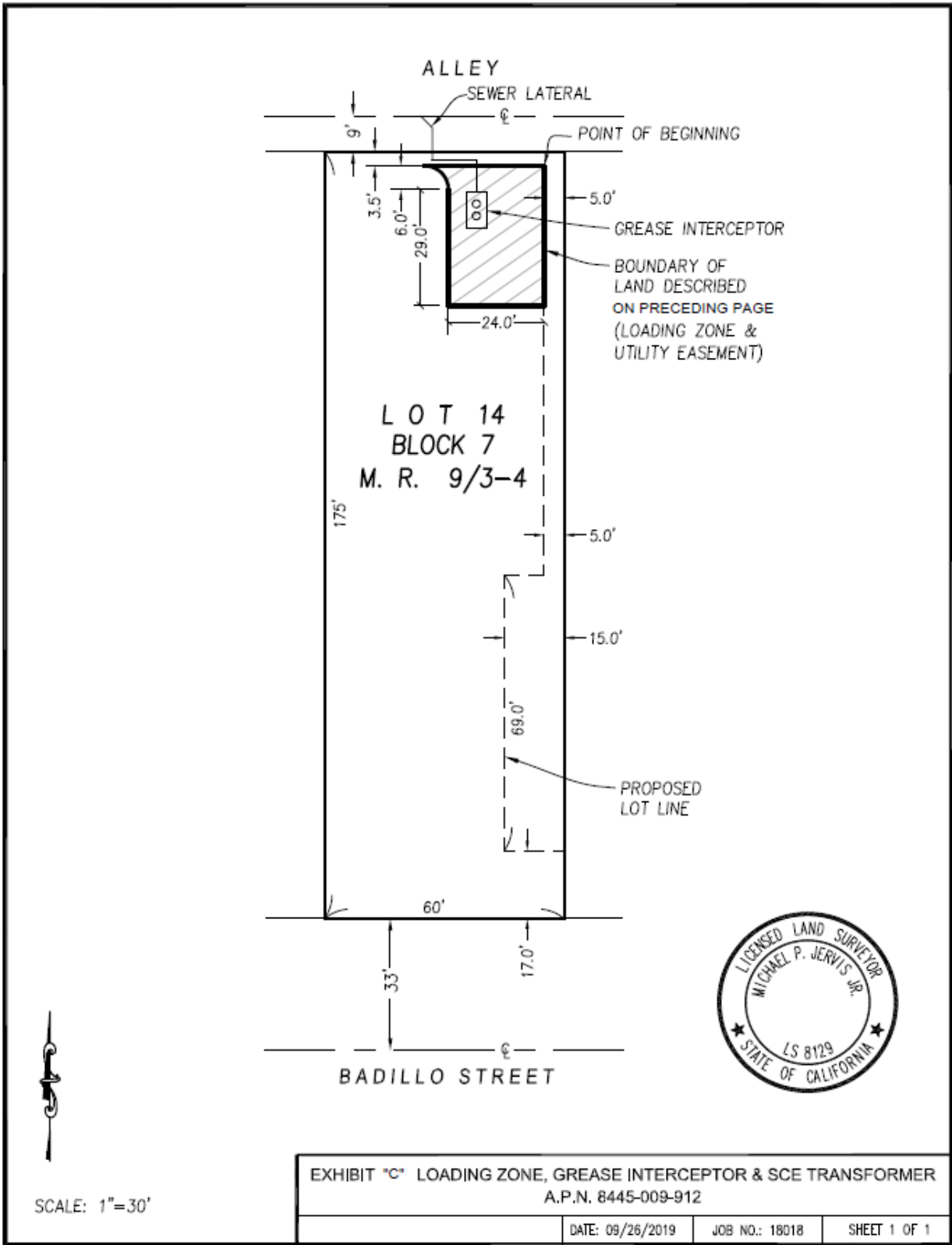


EXHIBIT "G"

FORM OF WATER RUNOFF EASEMENT

(Attached.)

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

City of Covina
125 East College Street
Covina, CA 91723
Attn: City Manager

With a copy to:

The McIntyre Company
370 E. Rowland St.
Covina, CA 91723
Attn: Andrew McIntyre

No Recording Fee (Government Code Section 27383)

RUNOFF EASEMENT AGREEMENT

This RUNOFF EASEMENT AGREEMENT (“Easement”) is dated_____, 2020 for reference purposes, and is executed by the CITY OF COVINA, a California municipal corporation (“City”), and THE MCINTYRE COMPANY, a California corporation (“Grantee”).

RECITALS

A. City owns certain real property (the “City Property”) in the City of Covina, County of Los Angeles, State of California, adjacent to the Grantee Property described in Recital B below.

B. Grantee owns the land described on Exhibit “A” attached hereto and the improvements thereon (the “Grantee Property”).

C. Grantee has requested permission from City to use portions of the City Property described on the attached Exhibit “B” and Exhibit “C” (“Easement Area”) for water drainage purposes as required by City’s Storm Water Quality and Urban Runoff Control ordinance.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing recitals and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

10. Easement.

A. Grant of Easement. City hereby grants to Grantee an easement over the Easement Area and appurtenant to the Grantee Property for use for water runoff until the improvements constructed by Grantee on Grantee’s Property are wholly or substantially

destroyed for any reason and are not reconstructed within one (1) year thereafter. For purposes of this Easement, the City Property shall be the servient tenement and the Grantee Property.

B. Rights Retained By City. Subject to the Easement, City retains the right to use, develop, improve and maintain the City Property.

11. Maintenance. Grantee shall at all times maintain the Easement Area in good condition and repair. Within ten (10) business days after request of Grantee from time to time, Grantee shall provide to Grantor reasonable written evidence of such maintenance. In the event such evidence is not timely provide (time being of the essence), or City otherwise reasonably determines that Grantee has not complied with its maintenance obligations hereunder, then Grantee hereby expressly agrees that City may cure such noncompliance, and Grantee shall reimburse City with five (5) business days after written demand for the costs thereof.

12. Compliance with Laws/Permits. Grantee shall comply with all applicable laws, regulations and permits relating to the Grantee Property.

13. Indemnity; Insurance. Grantee shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, fines, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to runoff from the Grantee Property and any pollutants or hazardous substances therein, and any failure by Grantee to comply with this Easement.

Prior to entering the Easement Area for any purpose, Grantee shall obtain (and thereafter maintain) liability insurance, in form and substance acceptable to the City Manager acting in good faith, naming the City as additional insured (with a waiver of subrogation rights for property damage), for all Grantee's and its contractors' activities. **GRANTEE SHALL NOT ENTER THE EASEMENT AREA FOR ANY PURPOSE WITHOUT FIRST HAVING DELIVERED TO THE CITY MANAGER REASONABLE EVIDENCE OF SUCH INSURANCE.**

14. Possessory Interest Taxes. Grantee shall timely pay all possessory interest taxes, if any, assessed on Grantee's possessory rights under this Easement.

15. Covenant Running with the Land. This Easement relates to the Easement Area and shall run with the land and shall bind City and the Easement Area (and, to the extent of the Easement Area, the City Property) and benefit Grantee and the Grantee Property and their respective successors-in-interest and successors and assigns.

16. Integration. This Easement may be amended or modified only by a written instrument executed and acknowledged by the parties, or their successors-in-interest, as applicable, and recorded in the Official Records of Los Angeles County, California.

17. Notices. All notices hereunder shall be in writing and sent by certified mail, return receipt requested, or by reputable overnight delivery service, to the City and Grantee at their addresses on page 1, except that either party (and their successors-in-interest) may change its address for notices by a notice given hereunder.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the day and year first above written.

CITY:

CITY OF COVINA,
a California municipal corporation

By: _____
Christopher Marcarello
Interim City Manager

GRANTEE:

THE MCINTYRE COMPANY,
a California corporation

By: _____
Andrew McIntyre,
President

Attest:

Georgianna Nicole Alvarez, City Clerk

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 Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

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.

Signature _____

(Seal)

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 Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

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.

Signature _____

(Seal)

Exhibit "A" to Runoff Easement Agreement

Grantee Property (Portions of APN's 8445-009-911 and 912)

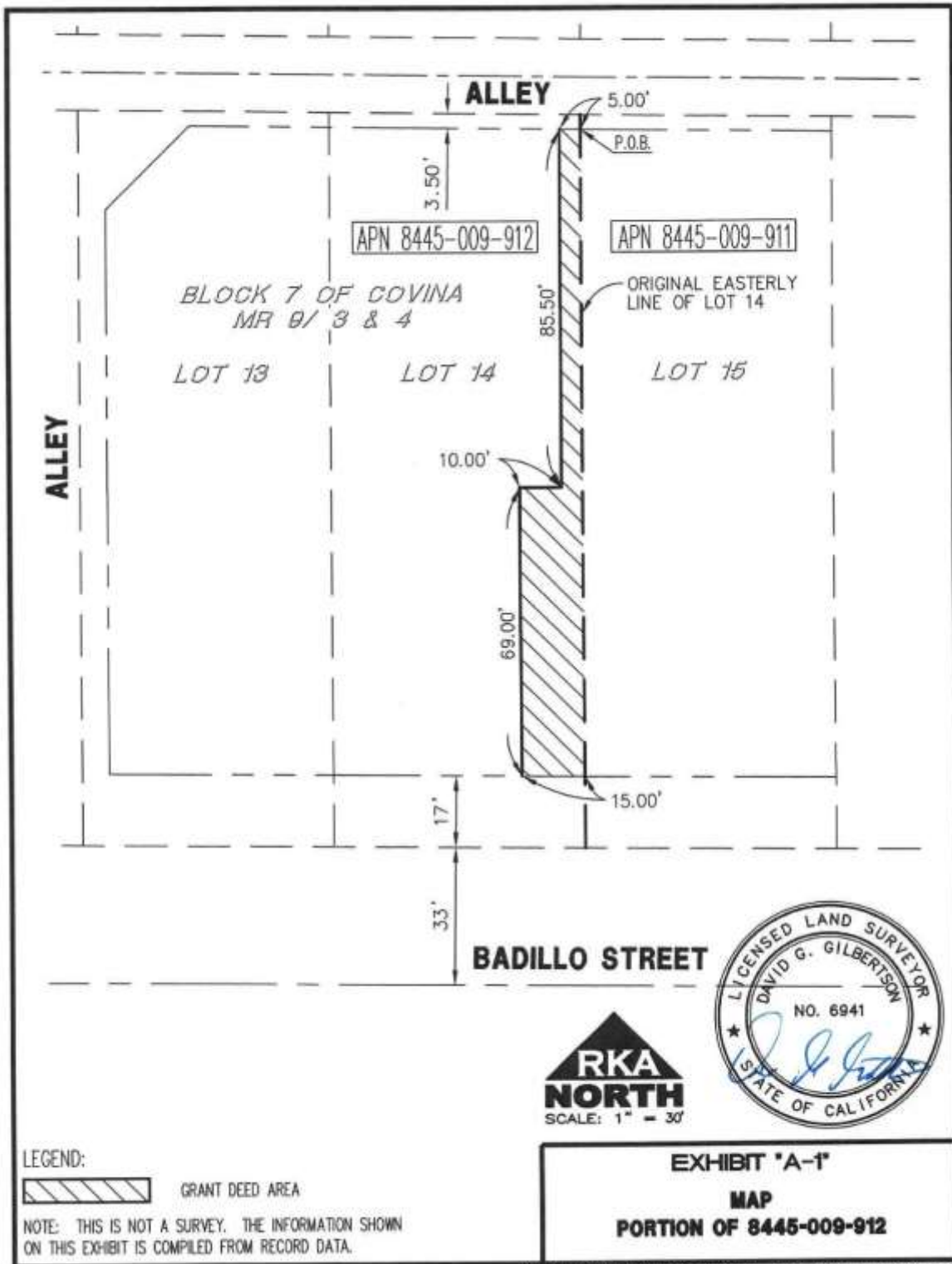
(Attached.)

That portion of Lots 13 and 14 in Block 7 of Covina Town Site, in the City of Covina, County of Los Angeles, State of California, as per Map recorded in Book 9, Pages 3 and 4 of Miscellaneous Records, in the Office of the County Recorder of said County described as follows;

Beginning at the intersection of the southerly line of the northerly 3.50 feet of said Lots 13 and 14 with the easterly line of said Lot 14; thence southerly along the said easterly line to the northerly line of the southerly 17.00 feet of said Lots 13 and 14; thence westerly along the last said northerly line, 15.00 feet to a line parallel with the easterly line of said Lot 14; thence northerly along said parallel line, 69.00 feet to a line parallel with the said northerly line; thence easterly along last said parallel line, a distance of 10.00 feet to a line which is parallel with and 5.00 feet westerly of the easterly line of said Lot 14; thence northerly along the last said parallel line, 85.50 feet to the previously mentioned southerly line of the northerly 3.50 feet of said Lots 13 and 14; thence easterly along the last mentioned southerly line, 5.00 feet to the Point of Beginning.

All as shown on Map attached hereto and by this reference made a part hereof. The area of said parcel is approximately 1,462.50 square feet (0.034 acres).

The area of said parcel is approximately 1,462.50 square feet (0.034 acres).

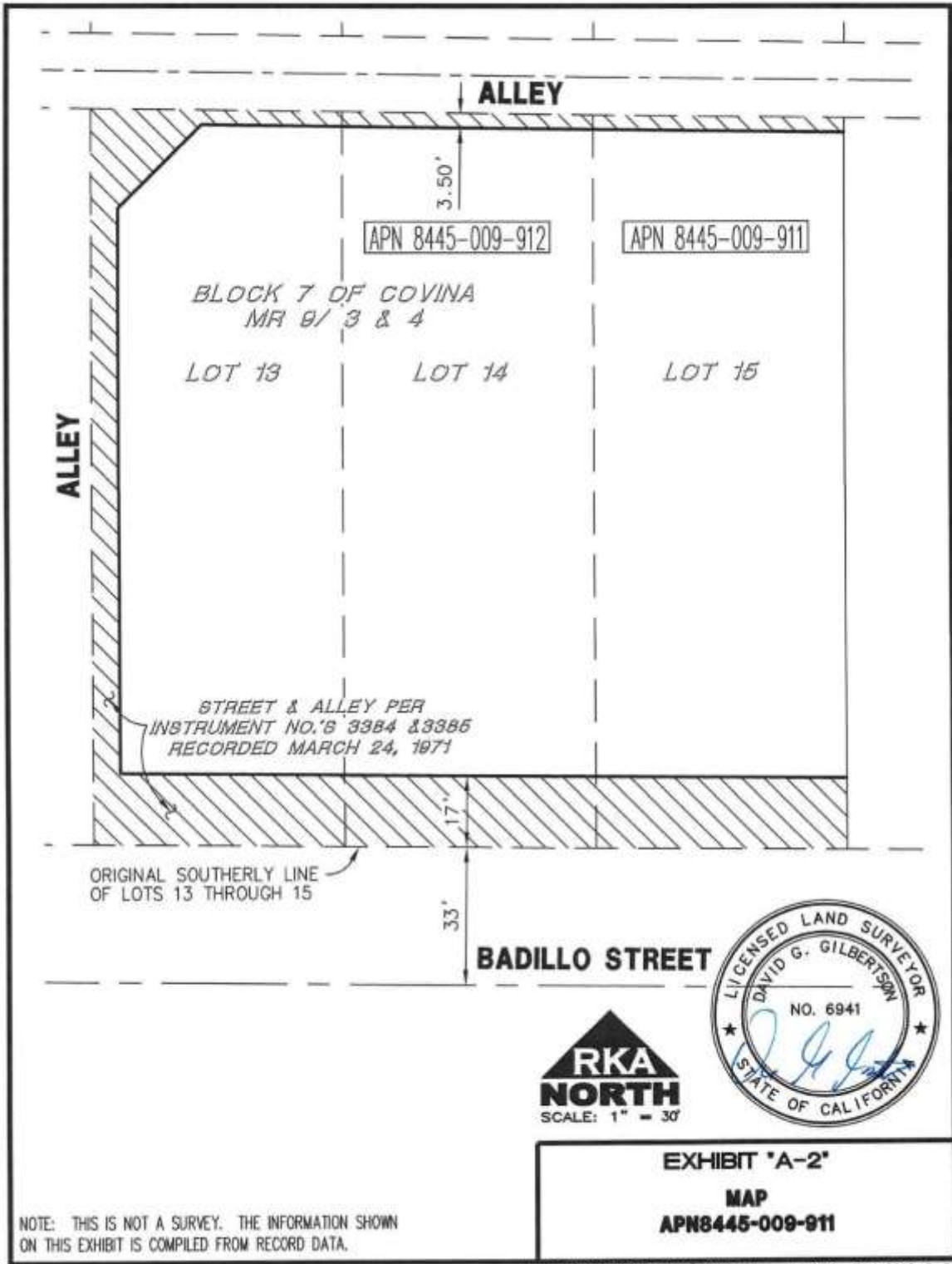


X:\ACAD\425029\EXHIBITS\EXHIBIT B - DEED.DWG TAM 2018-6-20

Lot 15 in Block 7 of Covina Town Site, in the City of Covina, County of Los Angeles, State of California, as per Map recorded in Book 9, Pages 3 and 4 of Miscellaneous Records, in the Office of the County Recorder of said County;

Excepting that portion described in the Deeds to the City of Covina for street and alley purposes in said, recorded March 24, 1971 as Instrument No. 3384 and 3385 in said Office of the County Recorder;

All as shown on Map attached hereto and by this reference made a part hereof.



X: ACAD\425029\EXHIBITS\EXHIBIT B - LLA.DWG TAM 2018-6-20

Exhibit “B” to Runoff Easement Agreement

Easement Areas

(Attached.)

THOSE PORTIONS OF LOT 14 IN BLOCK 7 OF COVINA TOWN SITE, IN THE CITY OF COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGES 3 AND 4 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTIONS BEING STRIPS OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STRIP NO. 1

A STRIP OF LAND BEING 10.00 FEET IN WIDTH, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE NORTHERLY 5.50 FEET OF SAID LOT 14, WITH THE WESTERLY LINE OF THE EASTERLY 10.00 FEET OF SAID LOT 14, SAID SOUTHERLY LINE DESCRIBED IN THE DEED TO THE CITY OF COVINA FOR STREET AND ALLEY PURPOSES, RECORDED MARCH 24, 1971 AS INSTRUMENT NO. 3385, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE PARALLEL WITH SAID EASTERLY LINE OF LOT 14, SOUTH 00°00'32" EAST, 33.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT 'A', AND TO THE END OF THIS STRIP OF LAND.

CONTAINING AN AREA OF 330 SQUARE FEET, MORE OR LESS.

STRIP NO. 2

A STRIP OF LAND BEING 2.00 FEET IN WIDTH, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT POINT 'A' AS DESCRIBED HEREIN ABOVE; THENCE NORTH 89°15'12" WEST, 4.09 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 38°43'45" WEST, 20.41 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT 'B', AND TO THE END OF THIS STRIP OF LAND.

EXCEPTING THEREFROM ANY PORTION WITHIN STRIP NO. 1 DESCRIBED ABOVE.

CONTAINING AN AREA OF 41 SQUARE FEET, MORE OR LESS.

STRIP NO. 3

A STRIP OF LAND BEING 8.00 FEET IN WIDTH, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT POINT 'B' AS DESCRIBED HEREIN ABOVE; THENCE SOUTH 89°59'28" WEST, 3.64 FEET TO THE TRUE POINT OF BEGINNING; THENCE PARALLEL WITH SAID EASTERLY LINE OF LOT 14, SOUTH 00°00'32" EAST, 6.06 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT 'C'; THENCE CONTINUING ALONG SAID PARALLEL LINE SOUTH 00°00'32' EAST, 14.94 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT 'D', AND TO THE END OF THIS STRIP OF LAND.

EXCEPTING THEREFROM ANY PORTION WITHIN STRIP NO. 2 DESCRIBED ABOVE.

CONTAINING AN AREA OF 168 SQUARE FEET, MORE OR LESS.

STRIP NO. 4

A STRIP OF LAND BEING 2.00 FEET IN WIDTH, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT POINT 'C' DESCRIBED HEREIN ABOVE; THENCE NORTH 77°45'08" EAST, 26.09 FEET TO THE WESTERLY LINE OF THE EASTERLY 5.00 FEET OF SAID LOT 14, AND TO THE END OF THIS STRIP OF LAND.

EXCEPTING THEREFROM ANY PORTION WITHIN STRIP NO. 3 DESCRIBED ABOVE.

THE SIDELINES OF SAID STRIP OF LAND TO BE EXTENDED OR SHORTENED TO TERMINATE AT THE WESTERLY LINE OF THE EASTERLY 5.00 FEET OF SAID LOT 14.

CONTAINING AN AREA OF 44 SQUARE FEET, MORE OR LESS.

STRIP NO. 5

A STRIP OF LAND BEING 8.00 FEET IN WIDTH, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT POINT 'D' DESCRIBED HEREIN ABOVE; THENCE PARALLEL WITH SAID EASTERLY LINE OF LOT 14, SOUTH 00°00'32' EAST, 19.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°00'32' EAST, 14.20 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT 'E'; THENCE CONTINUING ALONG SAID PARALLEL LINE, SOUTH 00°00'32' EAST, 49.30 FEET TO THE NORTHERLY LINE OF THE SOUTHERLY 17.00 FEET OF SAID LOT 14, AS SHOWN ON SAID DEED AND TO THE END OF THIS STRIP OF LAND.

THE SIDELINES OF SAID STRIP OF LAND TO BE EXTENDED OR SHORTENED TO TERMINATE AT THE RIGHT-OF-WAY LINE OF THAT LAND DESCRIBED IN THE DEED TO THE CITY OF COVINA FOR STREET AND ALLEY PURPOSES, RECORDED MARCH 24, 1971 AS INSTRUMENT NO. 3385 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CONTAINING AN AREA OF 508 SQUARE FEET, MORE OR LESS.

STRIP NO. 6

A STRIP OF LAND BEING 7.00 FEET IN WIDTH, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT POINT 'E' DESCRIBED HEREIN ABOVE; THENCE NORTH 89°59'28" EAST, 15.50 FEET TO THE WESTERLY LINE OF THE EASTERLY 15.00 FEET OF SAID LOT 14, AND TO THE END OF THIS STRIP OF LAND.

EXCEPTING THEREFROM ANY PORTION WITHIN STRIP NO. 5 DESCRIBED ABOVE.

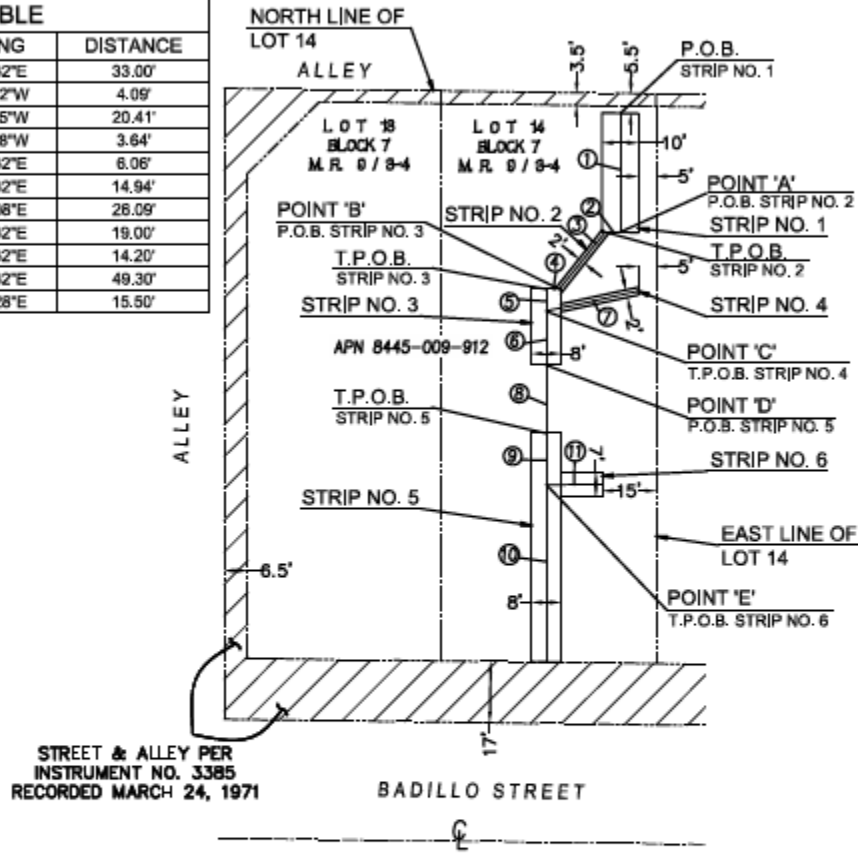
THE SIDELINES OF SAID STRIP OF LAND TO BE EXTENDED OR SHORTENED TO TERMINATE AT THE WESTERLY LINE OF THE EASTERLY 15.00 FEET OF SAID LOT 14.

CONTAINING AN AREA OF 81 SQUARE FEET, MORE OR LESS.

EXHIBIT "C" DRAINAGE EASEMENT

SHEET 1 OF 1

LINE TABLE		
#	BEARING	DISTANCE
1	S00°00'32"E	33.00'
2	N89°15'12"W	4.09'
3	S38°43'45"W	20.41'
4	S89°59'28"W	3.64'
5	S00°00'32"E	6.06'
6	S00°00'32"E	14.94'
7	N77°45'08"E	26.09'
8	S00°00'32"E	19.00'
9	S00°00'32"E	14.20'
10	S00°00'32"E	49.30'
11	N89°59'28"E	15.50'



SCALE : 1"=40'

LEGEND:


- LOT LINE PER M. R. 9/3-4
- P.O.B. POINT OF BEGINNING
- T.P.O.B. TRUE POINT OF BEGINNING
- ▭ DRAINAGE EASEMENT
- ▨ DEED TO CITY OF COVINA FOR STREET AND ALLEY PURPOSES PER INSTRUMENT NO. 3385 RECORDED MARCH 24, 1971

Carlos Ureña
CARLOS UREÑA LS 8234
 EXPIRES 12-31-19

Nov 07 2019
 DATE



PREPARED BY:



PBLA SURVEYING, INC.
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