

**AGREEMENT FOR PURCHASE AND SALE
AND ESCROW INSTRUCTIONS**

THIS AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS (this “Agreement”) is dated as of November 21, 2023, and is entered into by and between the CITY OF COVINA (“City” or “Buyer”), and the SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY (“Seller”).

RECITALS

A. Seller is the owner of the land described on Exhibit “A” and the improvements thereon (collectively, the “Property”).

B. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer.

NOW, THEREFORE, in consideration of the mutual covenants herein and for other valuable consideration, the sufficiency of which is hereby acknowledged, Buyer and Seller hereby agree as follows:

1. SALE; PURCHASE PRICE.

1.1 Sale and Purchase. Seller agrees to sell the Property to Buyer and Buyer agrees to purchase the Property upon the terms and conditions hereafter set forth.

1.2 Purchase Price. The purchase price (“Purchase Price”) for the Property shall be FIVE MILLION ONE HUNDRED TEN THOUSAND AND NO/100 Dollars (\$5,110,000.00).

2. TITLE.

2.1 General. Title to the Property shall be conveyed by a grant deed in the form attached hereto as Exhibit “B” and shall be evidenced by a Standard Coverage Form of Owner’s Policy of Title Insurance, or if elected by Buyer, extended coverage title insurance (“Title Policy”). The Title Policy shall be issued by the title company described in Section 4.2 (“Title Company”), with liability in the full amount of the Purchase Price, insuring title to the Property as vested in Buyer, free and clear of all liens and encumbrances and other matters affecting title to the Property, except the following (which shall constitute “Approved Title Exceptions” under Section 2.4 below):

2.1.1 Assessment installments not yet due.

2.1.2 The Lease between the Seller and PRY Properties dated July 11, 2000, as amended, which was assigned to WB Covina KI, LLC, as tenant, and which is currently a month-to-month tenancy (the “Lease”).

2.1.3 Such other matters as are approved in writing by Buyer on or before the date that is thirty (30) days after delivery by Seller to Buyer by email to

ASpector@covinaca.gov and bgalloway@rwglaw.com of a preliminary report for the Property issued by the Title Company (with hyperlinks to title exception documents).

2.2 Acts After Date of Agreement. During the period from the date of this Agreement until the Close of Escrow, Seller shall not record or permit to be recorded any document or instrument relating to the Property.

3. RIGHT OF ENTRY; INSPECTIONS.

3.1 Seller hereby grants Buyer and its agents, employees, contractors and subcontractors (collectively “Representatives”) the right to enter the Property (subject to the occupancy rights of tenants) for the purpose of conducting inspections and tests, including soils and geological investigation, and testing for toxic or hazardous substances and other contamination, at Buyer’s expense. If Buyer desires to terminate this Agreement as a result of its inspections, Buyer may do so in its sole and absolute discretion by written notice to Seller given on or before the date that is ninety (90) days after the date of this Agreement (the “Inspection Deadline”), it being understood that Buyer shall inform Seller in writing promptly if Buyer shall have determined that the Property is acceptable (in order to close as soon as possible).

3.2 Buyer shall defend, indemnify, and hold Seller harmless from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever (“Claims”), including fees of accountants, attorneys, expert witnesses, or other professionals, and all costs associated therewith, arising or claimed to arise, in connection with the entry by Buyer or its consultants upon the Property.

3.3 Seller shall promptly deliver to Buyer written disclosure of all material facts known to Buyer about the Property and copies of all material documents in Seller’s possession relating to the Property.

4. ESCROW.

4.1 Agreement to Constitute Escrow Instructions. This Agreement shall constitute escrow instructions and a copy hereof shall be deposited with the Escrow Holder for that purpose.

4.2 Escrow Holder. The escrow shall be opened with Fidelity National Title Company, at First American Title Insurance Company, 18500 Von Karman Avenue, Suite 600, Irvine, CA 92612, Attn: Ryan Hahn (“Escrow Holder”), within five (5) business days after the execution of this Agreement by Buyer and Seller delivering a copy of this executed Agreement (or executed counterparts) to Escrow Holder. This document shall be considered as the escrow instructions between the parties, with such further instructions as Escrow Holder requires in order to clarify the duties and responsibilities of Escrow Holder.

4.3 Close of Escrow; Closing Deadline. For the purposes of this Agreement, “Close of Escrow” shall be the date on which the grant deed for the Property in favor of Buyer is recorded in the Official Records of the Los Angeles County Recorder’s Office. Provided all of Seller’s and Buyer’s obligations to be performed on or before Close of Escrow have been

performed and all the conditions to the Close of Escrow set forth in this Agreement have been satisfied (and this Agreement shall not have been terminated in accordance with its terms), escrow shall close as soon as reasonably possible, but no later than one hundred and twenty (120) days after the date of this Agreement (“Closing Date”). All risk of loss or damage with respect to the Property shall pass from Seller to Buyer at the Close of Escrow. Possession of the Property shall be delivered to Buyer upon the Close of Escrow, subject to the Lease.

4.4 Seller Deliveries. Seller represents and warrants to Buyer that Seller has delivered complete copies of all leases affecting the Property (and all amendments thereto) to Buyer.

Before the Close of Escrow, Seller shall deposit into escrow the following:

4.4.1 A grant deed conveying the Property to Buyer, in the form attached hereto as Exhibit “B”, duly executed by Seller and acknowledged (the “Grant Deed”);

4.4.2 Federal (“FIRPTA”) and California state withholding certificates, showing that no withholding of sales proceeds is required of the Escrow Holder or Buyer; and

(i) counterpart of the tenant notice in the form attached hereto as Exhibit “C” (“Tenant Notice”).

4.4.3 Any other documents contemplated by this Agreement, or reasonably required by Escrow Holder or Title Company to be deposited by Buyer to carry out this transaction/escrow.

4.5 Buyer Deliveries. On or before the Close of Escrow, Buyer shall deposit into escrow the following (properly executed and acknowledged, if applicable):

4.5.1 The Purchase Price;

4.5.2 A Certificate of Acceptance for the Grant Deed, executed by Buyer and acknowledged (for recording with the Grant Deed);

4.5.3 Counterpart of the Tenant Notice, executed by Buyer;

4.5.4 Any net costs to be paid by Buyer under Section 4.9 below; and

4.5.5 Any documents contemplated by this Agreement or reasonably required by Escrow Holder or Title Company to be deposited by Buyer to carry out this transaction/escrow.

4.6 Conditions to the Close of Escrow. Buyer’s obligation to close the transaction is subject to the satisfaction of all of the following conditions precedent, which are for Buyer’s benefit and may be waived only by Buyer:

4.6.1 Seller shall have performed all agreements to be performed by Seller hereunder;

4.6.2 As of the Close of Escrow, there shall have been no material adverse changes in the physical condition of the Property since Buyer's inspection;

4.6.3 Title Company shall have issued or shall have committed to issue the Title Policy to Buyer, for the amount of the Purchase Price, showing fee title to the Property to be vested in Buyer subject only to the Approved Title Exceptions.

If any of such conditions to Close of Escrow are not timely satisfied, Buyer may terminate this Agreement by written notice to Seller, and Escrow Holder shall promptly return to Buyer all other funds (and all interest accrued thereon) and documents deposited by Buyer in escrow and to return to Seller all funds and documents deposited by Seller in escrow and which are held by Escrow Holder on the date of the termination (less, in the case of the party otherwise entitled to such funds, however, the amount of any cancellation charges required to be paid by such party under Section 4.11 below).

4.7 Closing; Recordation of Grant Deed; Delivery of Funds. Upon receipt of the funds and instruments described in this Section 4, Escrow Holder shall cause the Grant Deed (with Certificate of Acceptance) to be recorded in the office of the County Recorder of Los Angeles County, California, and shall send the Tenant Notice to the existing tenant (and deliver copies of the Tenant Notice to Buyer and Seller). Thereafter, Escrow Holder shall deliver the Purchase Price (less any appropriate charges) to Seller in accordance with and subject to the preliminary settlement statement(s) approved by Buyer and Seller.

4.8 Prorations. All rents and other charges under the Lease shall be prorated as of the Close of Escrow. Any property assessments not yet due shall be prorated between Buyer and Seller as of the Close of Escrow based on the latest available tax information. All prorations shall be determined on the basis of a 360-day year.

4.9 Costs of Escrow.

4.9.1 Seller shall pay:

- (a) The premium for the CLTA Standard Title Policy binder (a "binder" form of policy);
- (b) One-half (1/2) of the escrow fees;
- (c) Any remainder of the other closing costs or charges not expressly provided for herein and customarily paid by a Seller of real property in Los Angeles County, California.

4.9.2 Buyer shall pay:

- (a) One-half (1/2) of the escrow fees;
- (b) The cost of any survey and extended coverage title insurance;

- (c) Any other closing costs or charges not expressly provided for herein and customarily paid by a Buyer of real property in Los Angeles County, California.

4.10 Broker's Commissions. Buyer and Seller represent to one another that no broker or finder has been engaged by it in connection with the transaction contemplated by this Agreement, or to its knowledge is in any way connected with such transaction. Each party covenants and agrees that any other broker fee or commission which may be due or payable in connection with the closing of the transaction contemplated by this Agreement through its dealings with a broker, trader or salesperson shall be borne solely by that party.

4.11 Escrow Cancellation Charges. In the event that this escrow shall fail to close by reason of the default of either party hereunder, the defaulting party shall be liable for all escrow and title cancellation charges. In the event that the escrow shall fail to close for any other reason, each party shall pay one-half (1/2) of all escrow and title cancellation charges.

5. ATTORNEYS' FEES. In any action between Buyer and Seller seeking enforcement of any of the terms and provisions of this Agreement, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, not limited to court costs, reasonable attorneys' fees and reasonable fees of expert witnesses.

6. NOTICES. All notices, requests, demands and other communication given or required to be given hereunder shall be in writing and sent by first class United States certified mail, postage prepaid, return receipt requested, or sent by a nationally recognized courier service such as Federal Express, duly addressed to the parties as follows:

To Seller: Successor Agency to the Covina Redevelopment Agency
125 E. College Street
Covina, California 91723
Attention: Executive Director

To Buyer: City of Covina
125 E. College Street
Covina, California 91723
Attention: City Manager

Delivery of any notice or other communication hereunder shall be deemed made on the date indicated in the return receipt or courier's records as the date of delivery or as the date of first attempted delivery, if sent by mail or courier service. Any party may change its address for purposes of this Section by giving notice to the other party as herein provided.

7. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein, and all prior or contemporaneous agreements or understandings, oral or written, pertaining to any such matters are merged herein and shall not be effective for any purpose. No provision of this Agreement may be amended, supplemented or in any way modified except by an agreement in writing signed by the parties

hereto or their respective successors in interest and expressly stating that it is an amendment of this Agreement.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

9. TIME OF THE ESSENCE. Time is of the essence of this Agreement.

10. THIRD PARTIES. Nothing contained in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

11. SEVERABILITY. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless such invalidity, illegality or unenforceability materially affects the economic terms of the transactions contemplated by this Agreement or the ability of either party to perform its obligations under this Agreement. In such case, either party may terminate this Agreement and the escrow upon written notice to the other party given no later than ten (10) business days after the party giving such notice becomes aware of such invalidity, illegality or unenforceability. In the event of such termination, all funds deposited with Escrow Holder by Buyer and any interest accrued thereon shall be returned to Buyer.

12. ADDITIONAL DOCUMENTS. Each party hereto agrees to perform any further acts and to execute, acknowledge and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

13. AUTHORITY OF CITY MANAGER AND EXECUTIVE DIRECTOR. The City Manager of Buyer may give any and all notices, consents and terminations hereunder on behalf of Buyer provided they are in writing. The Executive Director of Seller may give any and all notices, consents and terminations hereunder on behalf of Seller provided they are in writing.

14. ASSIGNMENT BY BUYER. Buyer may not assign this Agreement without Seller's written approval, in its sole and absolute discretion.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLER:

SUCCESSOR AGENCY TO THE COVINA
REDEVELOPMENT AGENCY

By: _____
Chris Marcarello, Executive Director

BUYER:

CITY OF COVINA

By: _____
Chris Marcarello, City Manager

ATTEST:

_____, Secretary/City Clerk

APPROVED AS TO FORM:

By: _____
Candice Lee, City Attorney

EXHIBIT "A"

DESCRIPTION OF THE LAND

PARCEL 1:

That portion of Lot 4, Block 23 of the Phillips Tract, in the Rancho La Puente, 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 County Recorder of said County, more particularly described as follows:

Beginning at the intersection of the centerline of Citrus Avenue, (formerly Citrus Street), 66 feet wide, with the centerline of Rowland Street, (formerly Rowland Avenue), 99 feet wide, as both streets are shown on said map; thence easterly along said centerline of Rowland Street 246.67 feet; thence southerly, parallel with the westerly line of said Lot 4, a distance of 49.50 feet to the southerly line of said Rowland Street, said point being the True Point of Beginning; thence continuing southerly, parallel with said westerly line of Lot 4, a distance of 99.33 feet; thence westerly, parallel with said southerly line of Rowland Street, 59.36 feet; thence northwesterly, a distance of 38.61 feet, in a direct line to the intersection of a line that is parallel with and distant 161.50 feet easterly from said centerline of Citrus Avenue, measured at right angles thereto, with a line that is parallel with and distant 127.31 feet from said southerly line of Rowland Street, measured at right angles thereto; thence southerly, parallel with said centerline of Citrus Avenue, a distance of 15.44 feet, to a line that is parallel with and distant 142.75 feet from said southerly line of Rowland Street; thence westerly along last said parallel line, a distance of 111.50 feet, to a line that is parallel with and distant 17 feet easterly from the easterly line of said Citrus Avenue, measured at right angles thereto; thence northerly, a distance of 125.75 feet along said last mentioned parallel line to a point 17 feet southerly thereon from said southerly line of Rowland Street; thence northeasterly 24.04 feet in a direct line to a point in said southerly line of Rowland Street, 17 feet easterly thereon from said last mentioned parallel line; thence easterly along said southerly line of Rowland Street, 179.67 feet to the True Point of Beginning.

PARCEL 2:

That portion of Lot 4, Block 23 of the Phillips Tract, in the Rancho La Puente, 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 County Recorder of said County and that portion of Lot 24 of Tract No. 19651 in the City of Covina, County of Los Angeles, State of California, as per map recorded in Book 506, Pages 33 and 34 of Maps of said County Recorder, more particularly described as follows:

Beginning at the intersection of a line that is parallel with and distant 63 feet westerly, measured at right angles, from the westerly line of Shoppers Lane, 70 feet wide, as said Shoppers Lane is shown on map of Tract No. 18945, recorded in Book 579, Pages 25 and 26 of Maps, Records of said County, with the southerly line of Rowland Street, (formerly Rowland Avenue), 99 feet wide, as shown on said map of Tract No. 18945; thence southerly along said parallel line, a distance of 362.53 feet, more or less, to its intersection with a line that is parallel with and distant

63 feet northerly, measured at right angles, from the southerly line of said Lot 24; thence westerly, a distance of 218.67 feet, along last mentioned parallel line to its intersection with a line that is parallel with and distant 44.80 feet easterly, measured at right angles, from the easterly line of Lot 23 of said Tract No. 19651; thence southerly along last mentioned parallel line, a distance of 63 feet, to the southerly line of said Lot 24; thence westerly along last said southerly line of Lot 24, a distance of 44.80 feet, to the easterly line of said Lot 23; thence northerly along the easterly line of said Lot 23 and its northerly prolongation, a distance of 118.98 feet, to the northerly line of said Lot 24; thence westerly along the northerly line of said Lot 24 to its intersection with a line that is parallel with and distant 17 feet easterly from the easterly line of Citrus Avenue, (formerly Citrus Street), 66 feet wide, as said Citrus Street is shown on said map of Phillips Tract, measured at right angles thereto; thence northerly along last mentioned parallel line, a distance of 163.67 feet, more or less, to its intersection with a line that is parallel with and distant 142.75 feet southerly from the southerly line of Rowland Street, (formerly Rowland Avenue), 99 feet wide, as said Rowland Street is shown on said map of Phillips Tract; thence easterly along last mentioned parallel line, a distance of 111.50 feet; thence northerly, parallel with the centerline of said Citrus Avenue, a distance of 15.44 feet; thence northeasterly, a distance of 38.61 feet, in a direct line to the intersection of a line that is parallel with and distant 187.31 feet easterly from said centerline of Citrus Avenue, measured at right angles thereto, with a line that is parallel with and distant 99.33 feet southerly from said southerly line of Rowland Street, measured at right angles thereto; thence easterly, parallel with said southerly line of Rowland Street, a distance of 59.36 feet; thence northerly, parallel with said centerline of Citrus Avenue, a distance of 99.33 feet to said southerly line of Rowland Street; thence easterly along said southerly line of Rowland Street, a distance of 167.47 feet, more or less, to the point of beginning.

EXHIBIT "B"

FORM OF GRANT DEED (AND CERTIFICATE OF ACCEPTANCE)

(Attached.)

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

City of Covina
125 E. College Street
Covina, CA 91723
Attn: City Clerk

APNs: [SPACE ABOVE FOR RECORDER'S USE ONLY]

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES AS FOLLOWS:

The undersigned declares that this Grant Deed is exempt from Recording Fees pursuant to California Government Code Section 27383, and is exempt from documentary transfer taxes as a conveyance to a public entity (California municipal corporation).

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged the SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY ("Grantor"), hereby grants to the CITY OF COVINA, a California municipal corporation, the land located in the City of Covina, State of California, more particularly described on Exhibit "A" attached hereto, and all improvements thereon;

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the date set forth below.

Dated: _____, 2023

SUCCESSOR AGENCY TO THE COVINA
REDEVELOPMENT AGENCY

By: _____
Chris Marcarello, Executive Director

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 _____)

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 Grant Deed

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

That portion of Lot 4, Block 23 of the Phillips Tract, in the Rancho La Puente, 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 County Recorder of said County, more particularly described as follows:

Beginning at the intersection of the centerline of Citrus Avenue, (formerly Citrus Street), 66 feet wide, with the centerline of Rowland Street, (formerly Rowland Avenue), 99 feet wide, as both streets are shown on said map; thence easterly along said centerline of Rowland Street 246.67 feet; thence southerly, parallel with the westerly line of said Lot 4, a distance of 49.50 feet to the southerly line of said Rowland Street, said point being the True Point of Beginning; thence continuing southerly, parallel with said westerly line of Lot 4, a distance of 99.33 feet; thence westerly, parallel with said southerly line of Rowland Street, 59.36 feet; thence northwesterly, a distance of 38.61 feet, in a direct line to the intersection of a line that is parallel with and distant 161.50 feet easterly from said centerline of Citrus Avenue, measured at right angles thereto, with a line that is parallel with and distant 127.31 feet from said southerly line of Rowland Street, measured at right angles thereto; thence southerly, parallel with said centerline of Citrus Avenue, a distance of 15.44 feet, to a line that is parallel with and distant 142.75 feet from said southerly line of Rowland Street; thence westerly along last said parallel line, a distance of 111.50 feet, to a line that is parallel with and distant 17 feet easterly from the easterly line of said Citrus Avenue, measured at right angles thereto; thence northerly, a distance of 125.75 feet along said last mentioned parallel line to a point 17 feet southerly thereon from said southerly line of Rowland Street; thence northeasterly 24.04 feet in a direct line to a point in said southerly line of Rowland Street, 17 feet easterly thereon from said last mentioned parallel line; thence easterly along said southerly line of Rowland Street, 179.67 feet to the True Point of Beginning.

PARCEL 2:

That portion of Lot 4, Block 23 of the Phillips Tract, in the Rancho La Puente, 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 County Recorder of said County and that portion of Lot 24 of Tract No. 19651 in the City of Covina, County of Los Angeles, State of California, as per map recorded in Book 506, Pages 33 and 34 of Maps of said County Recorder, more particularly described as follows:

Beginning at the intersection of a line that is parallel with and distant 63 feet westerly, measured at right angles, from the westerly line of Shoppers Lane, 70 feet wide, as said Shoppers Lane is shown on map of Tract No. 18945, recorded in Book 579, Pages 25 and 26 of Maps, Records of said County, with the southerly line of Rowland Street, (formerly Rowland Avenue), 99 feet wide, as shown on said map of Tract No. 18945; thence southerly along said parallel line, a distance of 362.53 feet, more or less, to its intersection with a line that is parallel with and distant

63 feet northerly, measured at right angles, from the southerly line of said Lot 24; thence westerly, a distance of 218.67 feet, along last mentioned parallel line to its intersection with a line that is parallel with and distant 44.80 feet easterly, measured at right angles, from the easterly line of Lot 23 of said Tract No. 19651; thence southerly along last mentioned parallel line, a distance of 63 feet, to the southerly line of said Lot 24; thence westerly along last said southerly line of Lot 24, a distance of 44.80 feet, to the easterly line of said Lot 23; thence northerly along the easterly line of said Lot 23 and its northerly prolongation, a distance of 118.98 feet, to the northerly line of said Lot 24; thence westerly along the northerly line of said Lot 24 to its intersection with a line that is parallel with and distant 17 feet easterly from the easterly line of Citrus Avenue, (formerly Citrus Street), 66 feet wide, as said Citrus Street is shown on said map of Phillips Tract, measured at right angles thereto; thence northerly along last mentioned parallel line, a distance of 163.67 feet, more or less, to its intersection with a line that is parallel with and distant 142.75 feet southerly from the southerly line of Rowland Street, (formerly Rowland Avenue), 99 feet wide, as said Rowland Street is shown on said map of Phillips Tract; thence easterly along last mentioned parallel line, a distance of 111.50 feet; thence northerly, parallel with the centerline of said Citrus Avenue, a distance of 15.44 feet; thence northeasterly, a distance of 38.61 feet, in a direct line to the intersection of a line that is parallel with and distant 187.31 feet easterly from said centerline of Citrus Avenue, measured at right angles thereto, with a line that is parallel with and distant 99.33 feet southerly from said southerly line of Rowland Street, measured at right angles thereto; thence easterly, parallel with said southerly line of Rowland Street, a distance of 59.36 feet; thence northerly, parallel with said centerline of Citrus Avenue, a distance of 99.33 feet to said southerly line of Rowland Street; thence easterly along said southerly line of Rowland Street, a distance of 167.47 feet, more or less, to the point of beginning.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2023 from the Successor Agency to the Covina Redevelopment Agency to the City of Covina is hereby accepted by the undersigned officer on behalf of the City of Covina pursuant to authority conferred by resolution of the City Council of the City of Covina on November 21, 2023, and the grantee consents to recordation thereof by its duly authorized officer.

By: _____
Chris Marcarello, City Manager

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, _____ 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, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) 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.

Place Notary Seal Above

Signature of Notary Public

EXHIBIT "C"

FORMS OF NOTICE TO TENANT

(Attached.)

_____, 2023

Via Certified Mail and Federal Express

WB COVINA – KI, LLC
680 E. Colter St.
Phoenix, AZ 85012

With a copy to:

KroescheSchindler, LLP
Attn: Michelle J. Berner, Esq.
2603 Main Street Suite 200
Irvine, CA 92614

Re: Notice of Conveyance of Leased Property and Change of Landlord Address; Month to Month Lease dated July 11, 2000 between the Covina Redevelopment Agency, as lessor, and PRY Properties as assigned to WB Covina KI, LLC, as amended (the “Lease”)---The Successor Agency to the Covina Redevelopment Agency is successor-in-interest to Covina Redevelopment Agency and is Conveying the Leased Premises to the City of Covina

Ladies and Gentlemen:

The City of Covina (“Buyer”) has acquired the property that is subject to the above-referenced Lease from your current landlord, the Successor Agency to the Covina Redevelopment Agency (“Seller”).

The Buyer’s address for notices and payments, as the new landlord under the Lease, is as follows:

City of Covina
E. College Street
Covina, CA 91723
Attn: Treasurer

You are hereby directed to send all notices for the landlord under the Lease to the Buyer at such address for the Buyer. You are also hereby directed to make all payments to the landlord under the Lease, to the Buyer at such address for the Buyer.

Please cause the Buyer to be named as additional insured on your liability insurance, under the Lease, and please provide evidence of the additional insured coverage (and the insurance required by the Lease) to the Buyer as soon as possible.

We hereby request that you acknowledge your receipt of this notice by executing this notice in the space provided below and returning a copy by PDF/e-mail to the Buyer at ASpector@covinaca.gov; however, this notice shall be effective whether or not you do so.

This notice may be executed in counterparts, each of which and all of which together shall constitute one and the same notice.

Very truly yours,

BUYER/NEW LANDLORD:

CITY OF COVINA

By: _____
Print Name: _____
Title: _____

SELLER/OLD LANDLORD:

SUCCESSOR AGENCY TO THE COVINA
REDEVELOPMENT AGENCY

By: _____
Print Name: _____
Title: _____

RECEIPT ACKNOWLEDGED BY TENANT:

WB COVINA-KI, LLC

By: _____
Print Name: _____
Title: _____