

## RESOLUTION SA 2023-03

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT FOR THE SALE OF PROPERTY OWNED BY THE SUCCESSOR AGENCY LOCATED AT 602-626 SOUTH CITRUS AVENUE AND 128 EAST ROWLAND STREET IN THE CITY OF COVINA, FINDING THAT SUCH AUTHORIZATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND TAKING RELATED ACTIONS**

**WHEREAS**, the Covina Redevelopment Agency (the “Agency”) was formed, existed and exercised its powers pursuant to the Community Redevelopment Law (California Health and Safety Code Section 33000 *et seq.*); and

**WHEREAS**, the Agency acquired a property located at 128 East Rowland Street in 1987 and acquired an adjacent property located at 602-626 South Citrus Avenue in 1998 (together, the “Property”); and

**WHEREAS**, in 2012, the Agency was dissolved pursuant to the Dissolution Law (ABx1 26, enacted on June 28, 2011, and as subsequently amended) and the City of Covina (the “City”) elected to serve as the Successor Agency to the Covina Redevelopment Agency (the “Successor Agency”), which is a legal entity separate from the City; and

**WHEREAS**, the Property transferred to the Successor Agency by operation of law upon the dissolution of the Agency, and the Property is listed on the Successor Agency’s Long-Range Property Management Plan approved by the California Department of Finance by its determination letter issued on July 31, 2014 (the “LRPMP”); and

**WHEREAS**, the City desires to purchase the Property from the Successor Agency in a cash sale for its fair market value of Five Million One Hundred Thousand Dollars (\$5,100,000) determined pursuant to an appraisal prepared by Colliers International Valuation & Advisory Services, a California certified general real estate appraiser, dated September 30, 2023 (the “Appraisal”); and

**WHEREAS**, Section 54221(b)(2) of the Surplus Land Act (Government Code Sections 54220-54234) provides that “surplus land” does not include any specific disposal of land to an identified entity described in a long-range property management plan; and

**WHEREAS**, with respect to the Property, the Successor Agency’s LRPMP includes a specific disposal of land (i.e., the sale of the Property) to an identified entity described in the LRPMP, being the City, and therefore the sale of the Property from the Successor Agency to the City is not subject to Surplus Land Act pursuant to Government Code Section 54221(b)(2); and

**WHEREAS**, the Successor Agency now desires to sell the Property to the City for a purchase price equal to the fair market value of the Property determined pursuant to the Appraisal and to approve that certain Purchase and Sale Agreement transferring fee title of the Property from

the Successor Agency to the City in substantially the form as shown in Exhibit "A", attached hereto and incorporated herein by this reference.

**NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** The above recitals are true and correct and are a substantive part of this Resolution.

**Section 2.** The Purchase and Sale Agreement, in the form attached hereto as Exhibit "A" is hereby approved. Each of the Chair of this Board, the Vice Chair of this Board and the Executive Director of the Successor Agency (each, an "Authorized Officer"), individually, is hereby authorized to execute and deliver, for and in the name of the Successor Agency, the Purchase and Sale Agreement in substantially such form, with such non-substantive changes therein as the Authorized Officer may approve (such approval to be conclusively evidenced by the execution and delivery thereof), provided that such execution and delivery shall occur after the effective date of a resolution of the Los Angeles County Fifth Supervisorial District Consolidated Oversight Board (the "Oversight Board") approving the Successor Agency's execution and delivery of the Purchase and Sale Agreement.

**Section 3.** The Oversight Board is hereby requested to approve the Successor Agency's sale of the Property to the City and the execution and delivery of the Purchase and Sale Agreement by the Successor Agency in substantially the form attached hereto as Exhibit "A".

**Section 4.** The Successor Agency will remit the proceeds of the sale of the Property, less customary and reasonable costs of sale, to the County Auditor-Controller for remittance to the affected taxing entities.

**Section 5.** The Secretary of the Successor Agency is hereby directed to transmit this Resolution to the Oversight Board.

**Section 6.** Pursuant to the requirements of the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*) ("CEQA") the Successor Agency has evaluated the action of authorizing the Successor Agency to sell the Property to the City. The act of authorizing the Successor Agency to sell the Property does not approve any new development or construction of buildings, nor does it authorize any new land uses. For this reason, it can be seen with certainty that authorizing the Successor Agency to sell the Property to the City pursuant to the Purchase and Sale Agreement substantially in the form attached to this Resolution as Exhibit "A" will not result in any significant adverse impact on the environment. Thus, said Successor Agency authorization is exempt from the CEQA environmental review requirements pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulations (the "CEQA Guidelines"). Staff of the Successor Agency, is hereby directed to prepare and post a notice of exemption pursuant to Section 15062 of the CEQA Guidelines.

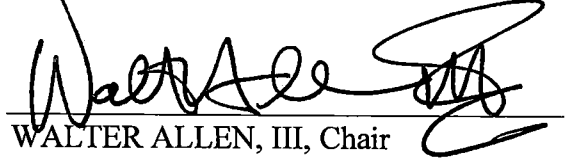
**Section 7.** The Authorized Officers and other officers and staff of the Successor Agency are hereby authorized, jointly and severally, to do all things (including but not limited to the execution of any certificates or other instruments) which they may deem necessary or proper to effectuate the purposes of this Resolution, and any such actions previously taken are hereby ratified and confirmed.

**Section 8.** The Successor Agency Secretary shall certify to the passage and adoption of this Resolution.

**PASSED, APPROVED, and ADOPTED** this 21<sup>st</sup> day of November, 2023.

Successor Agency to the Covina  
Redevelopment Agency of Covina,  
California

BY:

  
WALTER ALLEN, III, Chair

ATTEST:

  
FABIAN VELEZ, Agency Secretary

**CERTIFICATION**

I, Fabian Velez, Secretary of the Successor Agency to the Covina Redevelopment Agency, do hereby certify that Resolution SA 2023-03, was duly adopted by the Successor Agency to the Covina Redevelopment Agency at a regular meeting held on the 21<sup>st</sup> day of November, 2023, by the following vote:

AYES: BOARD MEMBERS: CORTEZ, DELGADO, LINARES, KING, ALLEN  
NOES: BOARD MEMBERS: NONE  
ABSTAIN: BOARD MEMBERS: NONE  
ABSENT: BOARD MEMBERS: NONE

Dated: November 22<sup>nd</sup>, 2023


  
FABIAN VELEZ, Agency Secretary  
Successor Agency to the Covina Redevelopment Agency

EXHIBIT A

PURCHASE AND SALE AGREEMENT

(in substantial final form)

**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](mailto:ASpector@covinaca.gov) and [bgalloway@rwglaw.com](mailto: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: \_\_\_\_\_

July 31, 2014

Ms. Lisa Brancheau, Assistant to the City Manager  
City of Covina  
125 East College Street  
Covina, CA 91723

Dear Ms. Brancheau:

Subject: Long-Range Property Management Plan

Pursuant to Health and Safety Code (HSC) section 34191.5 (b), the City of Covina Successor Agency (Agency) submitted a Long-Range Property Management Plan (LRPMP) to the California Department of Finance (Finance) on September 24, 2013. The Agency subsequently submitted a revised LRPMP to Finance on July 30, 2014. Finance has completed its review of the LRPMP, which may have included obtaining clarification for various items.

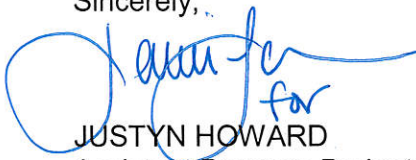
The Agency received a Finding of Completion on April 18, 2013. Further, based on our review and application of the law, we are approving the Agency's use or disposition of all the properties listed on the LRPMP.

In accordance with HSC section 34191.4, upon receiving a Finding of Completion from Finance and approval of a LRPMP, all real property and interests in real property shall be transferred to the Community Redevelopment Property Trust Fund of the Agency, unless that property is subject to the requirements of an existing enforceable obligation. Pursuant to HSC section 34191.3 the approved LRPMP shall govern, and supersede all other provisions relating to, the disposition and use of all the real property assets of the former redevelopment agency.

Agency actions taken pursuant to a Finance approved LRPMP which requires the Agency to enter into a new agreement are subject to oversight board (OB) approval per HSC section 34181 (f). Any OB action approving a new agreement in connection with the LRPMP should be submitted to Finance for approval.

Please direct inquiries to Cindie Lor, Supervisor, or Hugo Lopez, Lead Analyst at (916) 445-1546.

Sincerely,



JUSTYN HOWARD  
Assistant Program Budget Manager

cc: on the following page

Ms. Lisa Brancheau

July 31, 2014

Page 2

cc: Mr. Dilu De Alwis, Finance Director, City of Covina  
Ms. Kristina Burns, Manager, Department of Auditor-Controller, Los Angeles County  
Ms. Elizabeth Gonzalez, Bureau Chief, Local Government Audit Bureau, California State  
Controller's Office  
California State Controller's Office



**LONG RANGE  
PROPERTY MANAGEMENT PLAN**

**SUCCESSOR AGENCY TO THE FORMER  
COVINA REDEVELOPMENT AGENCY**



**125 East College Street  
Covina CA 91723**

**Long Range Property Management Plan**  
**Successor Agency to the former Covina Redevelopment Agency**

**INTRODUCTION**

The Successor Agency to the Covina Redevelopment Agency (“Successor Agency”) is required by Assembly Bill X1 26 (“ABX1 26”) and Assembly Bill 1484 (“AB 1484”), collectively the “Dissolution Bills,” to prepare a Long Range Property Management Plan (“LRPMP”) that addresses the disposition and use of the properties of the former Covina Redevelopment Agency (“RDA”). The LRPMP must be submitted to the Oversight Board and the Department of Finance (“DOF”) for approval no later than six months following the issuance to the Successor Agency of the Finding of Completion (“FOC”). The FOC was issued by DOF on April 18, 2013.

The Dissolution Bills established a Community Redevelopment Property Trust Fund (“Property Trust Fund”), administered by the Successor Agency, to serve as the repository of the former RDA’s real properties upon approval of the LRPMP by DOF. Properties retained for governmental use and implementation of a redevelopment plan will be transferred from the Property Trust Fund to the City of Covina (“City”), while properties retained for future disposition or development will remain in the Property Trust Fund pursuant to this LRPMP. The Successor Agency must receive prior approval by the Oversight Board for each property transfer or disposition. Oversight Board approval is subject to DOF review.

The LRPMP addresses the disposition and use of the real properties of the former Agency and must do all of the following:

- Include an inventory of all properties in the Property Trust Fund. The inventory shall consist of all of the following information:
  - The date of the acquisition of the property and the value of the property at that time, and an estimate of the current value of the property.
  - The purpose for which the property was acquired.
  - Parcel data, including address, lot size, and current zoning in the former agency redevelopment plan or specific, community, or general plan.
  - An estimate of the current value of the parcel including, if available, any appraisal information.
  - An estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds.

- The history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts.
- A description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency.
- A brief history of previous development proposals and activity, including the rental or lease of property.
- Address the use or disposition of all of the properties in the Property Trust Fund. Permissible uses include the retention of the property for governmental use, the retention of the property for future development, the sale of the property, or the use of the property to fulfill an enforceable obligation. The LRPMP shall separately identify and list properties in the Property Trust Fund dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation. With respect to the use or disposition of all other properties, all of the following shall apply:
  - If the LRPMP directs the use or liquidation of the property for a project identified in an approved redevelopment plan, the property shall transfer to the City.
  - If the LRPMP directs the liquidation of the property or the use of revenues generated from the property, such as lease or parking revenues, for any purpose other than to fulfill an enforceable obligation or other than that specified immediately above, the proceeds from the sale shall be distributed as property tax to the taxing entities.

Properties cannot be transferred to the Property Trust Fund unless the LRPMP has been approved by the Oversight Board and DOF.

The LRPMP identifies the following types of uses: 1) property for governmental use; 2) property for future disposition/development; and, 3) sale of property; and 4) use of property to fulfill an enforceable obligation. There are no sites in need of transfer from the Property Trust Fund to the City for continued governmental use.

### **Summary of Properties Owned by the Successor Agency**

There are 9 properties owned and controlled by the Successor Agency. They include the following:

1. 520 - 528 South Citrus Ave.
2. 602 - 626 South Citrus Ave. & 128 E. Rowland St.
3. 633- 635 South Citrus Ave.
4. 135 East Badillo Street
5. Parcel No. 8405-001-918 located on Cienega St. off of North Grand Ave.
6. Parcel No. 8434-012-902 located on Cutter Way off of West San Bernardino Rd.

7. 1000 N. Park Ave. (Parcel No. 8422-001-901)
8. Parcel No. 8408-001-909 located on the corner of West Arrow Hwy. and North Azusa Ave.
9. Parcel No. 8431-014-900 located in between the Taste of Texas building and the City of Covina public parking lot
10. Parcel No. 8409-019-916 located between a residential development located off of Rimsdale to the west and Walmart located to the east.

Site Numbers 1 – 3 listed above contain enforceable obligation requirements. Site Numbers 4 – 10 listed above can be sold with Oversight Board Approval.

The properties, and the details pertaining to their disposition or use, are described in greater detail in the Inventory section of the LRPMP.

## **Property Inventory:**

### **Parcel #1**

**520 - 528 South Citrus Ave.**



**Northwest View of 520 – 528 South Citrus**

### **Date of Acquisition and its value at that time, and an estimate of current value**

This commercial property located at 520 - 528 South Citrus Avenue is comprised of 4 properties that were acquired in July, November, and December of 1986 for a combined total of \$1,747,677. The previous addresses of the property were: 500 – 516 South Citrus Ave, 118 – 118 ½ E. Navilla Place, and 472 – 474 S. Citrus Avenue. Currently, the combined parcels front both Citrus Avenue, a major arterial street with access to the nearby Highway Interstate 10 Freeway as well as the smaller, Navilla Place. Total square footage is 91,157 square feet. The combined current estimate of the properties is \$3,164,302.

### **The purpose for which the property was acquired**

The property was acquired as part of the assemblage of a larger commercial site to lease to an auto dealership to include construction of a new showroom with major frontage on heavily traveled Citrus Avenue. In 1988, Harry Hill VW commenced a lease with the Covina Redevelopment Agency. The lease was assigned twice since that time

to auto dealerships and was last assigned to Pry Properties, Bozzani VW in 1996 with whom the lease currently remains today.

**Parcel data, including address, lot size and current zoning**

The property address is 520 – 528 South Citrus Avenue. The Assessor Parcel Numbers are: 8445-021-037 and 8445-029-042. The total lot size is 91,157 square feet. The property has one main building which fronts on Citrus Avenue and two accessory buildings to the rear of the business. The buildings on site total 47,971 square feet. The current zoning is Highway Commercial (C-4).

**An estimate of the current value of the parcel, including any appraisal information if available**

There has not been a recent appraisal performed on the property. Los Angeles County Assessors records estimate the value to be \$1,192,346 for the land. Improvements to the property which include the construction of a large showroom building were completed by the tenant in recent years. The improvements are valued at close to \$1,971,956. The tenant purchased the building that is contained on the Successor Agency property. In addition, there is a provision in the current lease that allows for the tenant to mortgage or hypothecate the leasehold estate of Tenant created under the lease. Leasehold improvements revert to the landlord at termination of the lease.

**An estimate of any lease, rental, or other revenues generated by the property and a description of the contractual requirements for disposition of those revenues**

The current monthly lease received is \$7,483.14. Monthly lease payments have been received by the tenant since 1996.

**Any history of environmental contamination or remediation efforts**

There is no known history of environmental contamination on this site.

**A description of the property's potential for transit-oriented development and the advancement of the planning objectives of the Successor Agency**

The continued use of this property for a successful car dealership would advance the planning objectives of the Covina Successor Agency as it generates revenue for the City of Covina and is in keeping with Citywide/Successor Agency strategic Planning goals and objectives. The Successor Agency currently controls these properties that were purchased by the Covina redevelopment Agency.

The City's General Plan designation for this location is General Commercial. While steps have been taken to encourage transit oriented development opportunities within

Covina's downtown area, this subject site is not conducive to a transit oriented development project.

**A brief history of previous development proposals and activities, including the rental or lease of property**

Decades ago, this property was purchased as part of a larger assembly for an auto dealership. The location was ideal as it is situated on a busy arterial, Citrus Avenue and there is a great deal of visibility. In 1988, Harry Hill VW occupied the site and today, Bozzani VW continues to operate a successful auto dealership at this location.

*The use or disposition of the property may generally include: 1) the retention of the property for governmental use; 2) the retention of the property for future development; 3) the sale of the property; or 4) the use of the property to fulfill an enforceable obligation*

*The property is currently encumbered with an enforceable obligation. There is a lease between the Redevelopment Agency and Pry Properties LP/Bozzani VW ("Lease"). The Lease runs through October 31, 2018 with one (1) ten (10) year option to extend the lease. Presumably the tenant will choose to exercise the lease option and the Lease termination date will be October 31, 2028. The Lease termination date exceeds the date of former redevelopment agency debt obligations (2024). Consequently, the Successor Agency intends to convey the property to the City subject to a compensation agreement. If mutually acceptable terms of a compensation agreement cannot be reached between the City and the taxing entities, the property will be sold prior to 2024 with the proceeds to be remitted to the county auditor controller for distribution to the taxing entities or with the proceeds to be used for enforceable obligations.*

## **Parcel #2**

**602- 626 South Citrus Ave. & 128 East Rowland St.**



**East View of 602-626 South Citrus Ave. & 128 East Rowland St.**

### **Date of acquisition and its value at that time, and an estimate of current value**

The commercial property located at 602 - 626 South Citrus Avenue and 128 East Rowland Street is comprised of 2 properties. The property at 128 East Rowland was purchased by the Covina Redevelopment Agency in January 1987 and the property at 626 South Citrus Avenue was purchased by the Agency in January 1998 for a combined total of \$2,391,502. The combined parcels front both Citrus Avenue, a major arterial street with access to the nearby Highway Interstate 10 Freeway and a smaller arterial, Rowland St. The gross square footage of the property is 127,579 square feet. The current estimate of the properties is \$2,391,502.

### **The purpose for which the property was acquired**

The property was acquired as part of the assemblage of a larger commercial site to sell to an auto dealership to include construction of a new showroom with major frontage on heavily traveled Citrus Avenue. The Bozzani Volvo auto dealership began operations at the location in 2000. In 2011, KIA assumed a lease with the Covina Redevelopment Agency which was assigned to WaltersBayer Automotive, which currently operates at the site.



### **Parcel data, including address, lot size and current zoning**

The property address is 602 - 626 South Citrus Avenue and 128 East Rowland Street. The Assessor Parcel Numbers are: 8451-001-906 and 8451-001-9-11 and 8453-001-900. The total lot size is 127,579 square feet. The property has one main building which fronts on Citrus Avenue. The building is 20,896 square feet. The current zoning is Regional and Community Shopping Center, (C-3A) .

### **An estimate of the current value of the parcel, including any appraisal information if available**

There has not been a recent appraisal performed on the property. Los Angeles County Assessors records estimate the value to be \$2,217,149.

### **An estimate of any lease, rental, or other revenues generated by the property and a description of the contractual requirements for disposition of those revenue**

The current monthly lease received is \$11,985 Monthly lease payments have been received by the tenant since September of 2011.

### **Any history of environmental contamination or remediation efforts**

There is no known history of environmental contamination on this site.

### **A description of the property's potential for transit-oriented development and the advancement of the planning objectives of the Successor Agency**

The continued use of this property for a successful car dealership would advance the planning objectives of the Covina Successor Agency as it generates revenue for the City of Covina and is in keeping with Citywide/Successor Agency strategic Planning goals and objectives. The Successor Agency currently controls these properties that were purchased by the Covina Redevelopment Agency

The zoning designation for this location is General Commercial. While steps have been taken to encourage transit oriented development opportunities within Covina's downtown area, this subject site is not conducive to a transit oriented development project.

### **A brief history of previous development proposals and activities, including the rental or lease of property**

This property was purchased as part of a larger assembly for an auto dealership. The location was ideal as it is situated on a busy arterial, Citrus Avenue and there is a great deal of visibility. This site has been leased by the current tenants since September 2011.

*The use or disposition of the property may generally include: 1) the retention of the property for governmental use; 2) the retention of the property for future development; 3) the sale of the property; or 4) the use of the property to fulfill an enforceable obligation*

*The property is currently encumbered with an enforceable obligation. There is a lease that runs through October 31, 2017. The lease has five (5) five-year options to extend the lease. Presumably the tenant will choose to exercise the lease options and the termination date will be October 31, 2042. The lease termination date exceeds the date of former redevelopment agency debt obligations (2024). Consequently, the Successor Agency intends to convey the property to the City subject to a compensation agreement. If mutually acceptable terms of a compensation agreement cannot be reached between the City and the taxing entities, the property will be sold prior to 2024 with the proceeds to be remitted to the county auditor controller for distribution to the taxing entities or with the proceeds to be used for enforceable obligations.*

## **Parcel #3**

**633 – 635 South Citrus Ave.**



**Northwest View of 633 – 635 South Citrus Avenue**

### **Date of acquisition and its value at that time, and an estimate of current value**

The commercial property made up of two parcels is located at 633- 635 South Citrus Avenue. The properties were purchased by the Covina Redevelopment Agency during the time period from 1990 – 1992 for a combined total price of \$2,616,328. One of the parcels is located off of Rowland St. and the other fronts on a major arterial, Citrus Avenue and is located nearby Interstate Highway, 10. The total square footage of the property is 102,514 square feet. The current estimate of the properties is \$520,679.

### **The purpose for which the property was acquired**

The property was acquired as part of the assemblage of a larger commercial site to lease to a Rent a Car facility, Enterprise Rent a Car. The lease with Enterprise commenced in 1998 and still operates at the site at this time.

### **Parcel data, including address, lot size and current zoning**

The property address is 633 – 635 South Citrus Avenue and the he Assessor Parcel Number is: 8453-001-906 and Parcel Number: 8453-001-900 The total lot size is 131,177,514 square feet. The property has one main building which fronts on Citrus Avenue. The building is 33,350 square feet. The current zoning is Highway Commercial, (C-4).

**An estimate of the current value of the parcel, including any appraisal information if available**

There has not been a recent appraisal performed on the property Los Angeles County Assessors records estimate the value to be \$520,679.

**An estimate of any lease, rental, or other revenues generated by the property and a description of the contractual requirements for disposition of those revenues**

The current monthly lease received is \$900 for a portion of the site and building. . Monthly lease payments have been received by the tenant since September 1998.

**Any history of environmental contamination or remediation efforts**

There is no known history of environmental contamination on this site.

**A description of the property's potential for transit-oriented development and the advancement of the planning objectives of the Successor Agency**

The continued use of this property for a successful car rental facility would advance the planning objectives of the Covina Successor Agency as it generates revenue for the City of Covina and is in keeping with Citywide/Successor Agency strategic Planning goals and objectives. The Successor Agency currently controls these properties that were purchased by the Covina redevelopment Agency.

The City's General Plan Designation for this location is General Commercial.

**A brief history of previous development proposals and activities, including the rental or lease of property**

The zoning designation for this location is General Commercial. While steps have been taken to encourage transit oriented development opportunities within Covina's downtown area, this subject site is not conducive to a transit oriented development project.

**A brief history of previous development proposals and activities, including the rental or lease of property**

This property was purchased as part of a larger assembly for an auto dealership/ rental car facility. The location was ideal as it is situated on a busy arterial, Citrus Avenue and there is a great deal of visibility. This site has been leased by the current tenants since September 1998.

*The use or disposition of the property may generally include: 1) the retention of the property for governmental use; 2) the retention of the property for future development; 3) the sale of the property; or 4) the use of the property to fulfill an enforceable obligation.*

*This property is currently encumbered with a lease. The lease has a month to month lease term. The property will be sold at the current fair market value with the proceeds to be remitted to the county auditor controller for distribution to the taxing entities or with the proceeds to be used for enforceable obligations.*

## **Parcel #4**

### **135 East Badillo Street, Lot 15**



**South View of 135 E. Badillo Street, Lot 15**

#### **Date of acquisition and its value at that time, and an estimate of current value**

The commercial property is located at 135 E. Badillo St. It was purchased by the Covina Redevelopment Agency in 1998 for \$113,563 and fronts on a secondary arterial, Badillo Street, in the heart of downtown Covina. The total square footage of the property is 26,606 square feet and estimated value is \$197,320.

#### **The purpose for which the property was acquired**

The property was acquired by the Covina Redevelopment Agency with the hopes to enter into a Disposition and Development Agreement with a developer to construct a mixed use development with housing.

**Parcel data, including address, lot size and current zoning**

The property address is 135 East Badillo Street and the Parcel Number is: 8445-009-911. Lot 15. The total lot size is 9,270 square feet. The property is vacant and is contained with chain link fencing. The current zoning Town Center Specific Plan 5 (TCSP-5) and is in a zone of transition where Town Center Specific Plan 4 (TCSP-4) regulations could be applicable as well.

**An estimate of the current value of the parcel, including any appraisal information if available**

There has not been a recent appraisal performed on the property Los Angeles County Assessors records estimate the value to be \$197,320.

**An estimate of any lease, rental, or other revenues generated by the property and a description of the contractual requirements for disposition of those revenues**

The property is vacant and no contractual requirements currently exist for the site.

**Any history of environmental contamination or remediation efforts**

There is no known history of environmental contamination on this site.

**A description of the property's potential for transit-oriented development and the advancement of the planning objectives of the Successor Agency**

There is potential for a small transit oriented development (mixed use) to be developed at this location which is in keeping with Citywide/Successor Agency strategic Planning goals and objectives and the TCSP. The Successor Agency currently controls this property that was purchased by the Covina redevelopment Agency.

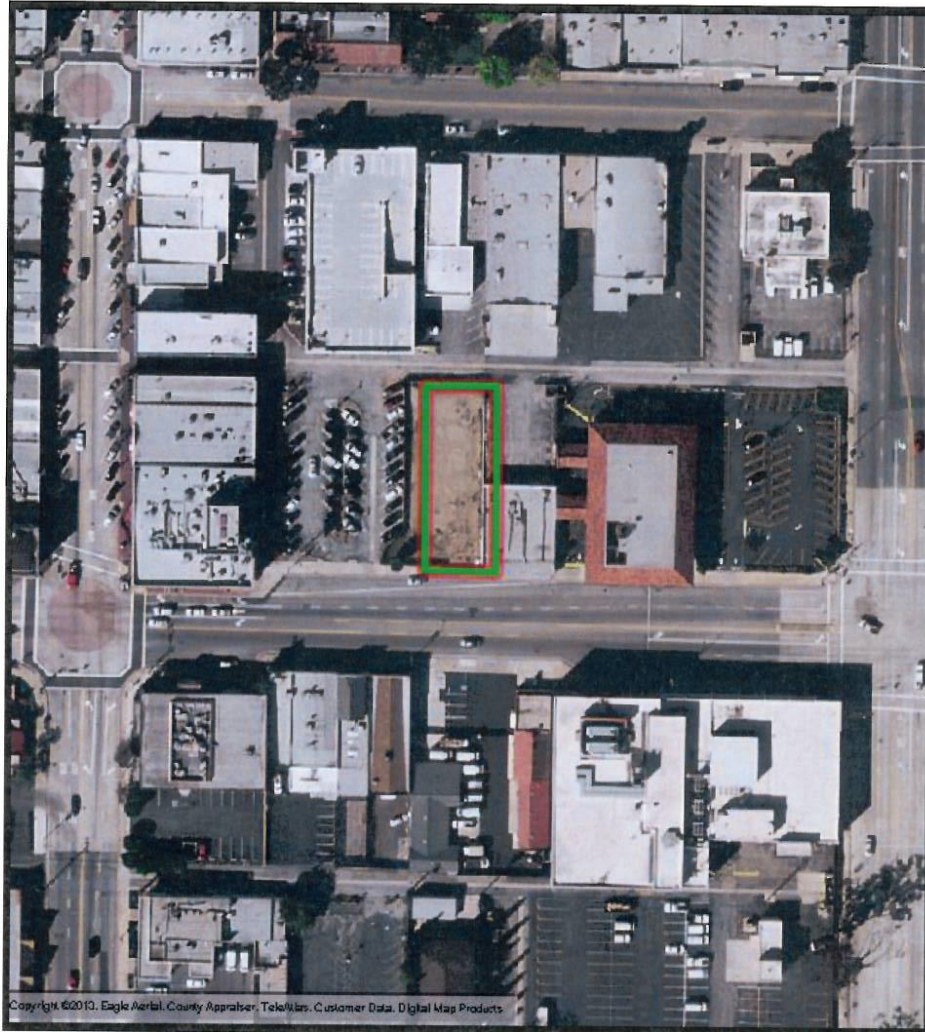
The City's General Plan Designation for this location is General Commercial.

**A brief history of previous development proposals and activities, including the rental or lease of property**

The zoning designation for this location is TCSP-5, Zone of Transition. Over the last decade there has been interest in developing mixed use developments on this and adjacent sites. During the economic downturn, however, this interest slowed, however, with the recent improvement in the economy, interest in this area is returning.

*The properties will be offered for sale at the fair market value with the proceeds to be remitted to the county auditor controller for distribution to the taxing entities or with the proceeds to be used for enforceable obligations. If the properties are offered for sale but the Successor Agency receives no viable offers, the properties will be transferred to the City either for governmental purposes or subject to a compensation agreement.*





Copyright ©2013, Eagle Aerial, County Appraiser, Tele/Mars, Customer Data, Digital Map Products



135 E. Badillo St. - Lot 15<sup>N</sup>



119 ft

CityGIS

Copyright © 2006 All Rights Reserved. The information contained herein is the proprietary property of the contributor supplied under license and may not be approved except as licensed by Digital Map Products.



## **Parcel #5**

### **Parcel No. 8405-001-918 (Cienega/Grand)**

#### **Date of Acquisition and its value at that time, and an estimate of current value**

The Covina Redevelopment Agency acquired this property remnant strip that runs along Cienega Street and functions, currently as a meandering sidewalk, back in 1977 for \$50,738. The estimated current value is \$50,738.

#### **The purpose for which the property was acquired**

The property was obtained as a remnant piece to a larger private project located within the commercial center to the north of the remnant. That center was later developed into a technology center and still exists as one today.

#### **Parcel data, including address, lot size and current zoning**

The parcel number is 8405-001-918 and the size is 18,105 square feet. The current zoning of the technology center site that abuts the property remnant is Planned Community Development (PCD)/Light Manufacturing and Industrial/(M-1).

#### **An estimate of the current value of the parcel, including any appraisal information if available**

No recent appraisal has been prepared for this property. The estimated current value of the parcel is \$50,738.

#### **An estimate of any lease, rental, or other revenues generated by the property and a description of the contractual requirements for disposition of those revenues**

N/A

#### **Any history of environmental contamination or remediation efforts**

There is no known history of environmental contamination on this site.

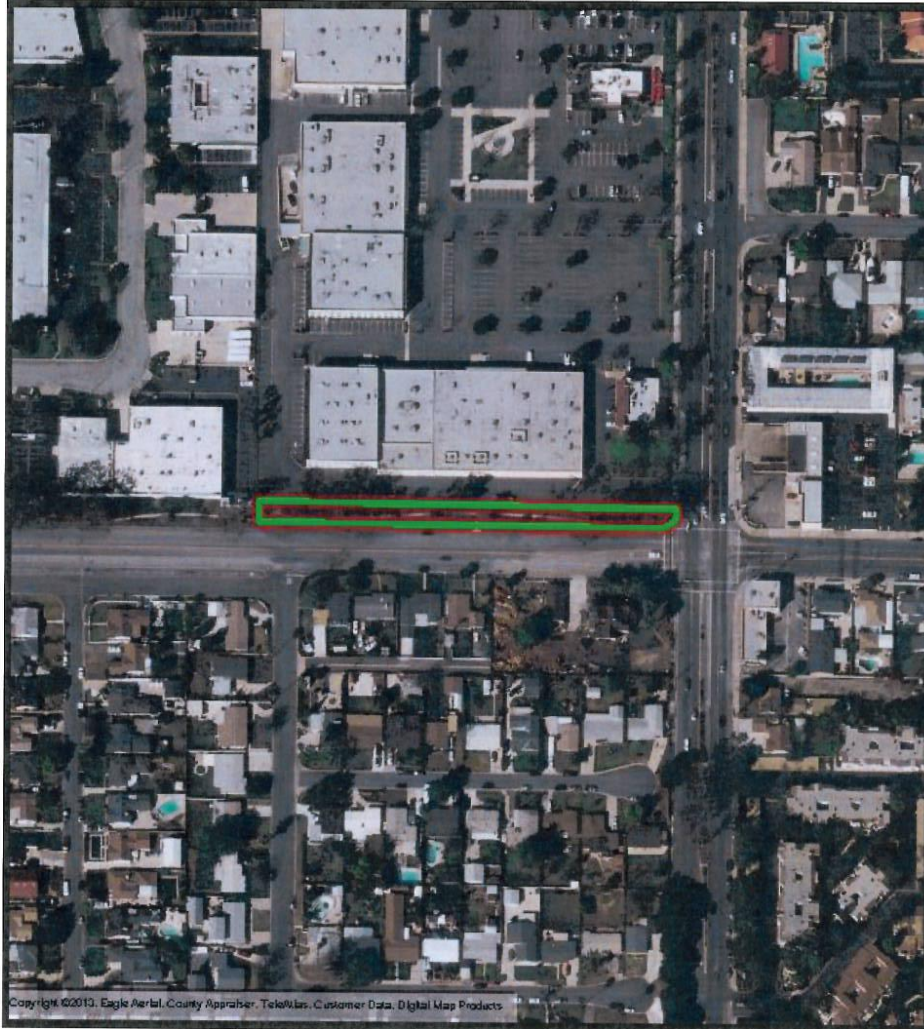
#### **A description of the property's potential for transit-oriented development and the advancement of the planning objectives of the Successor Agency**

While steps have been taken to encourage transit oriented development opportunities within Covina's downtown area, this subject site is not conducive to a transit oriented development project, especially given its size and location.

**A brief history of previous development proposals and activities, including the rental or lease of property**

N/A

*The properties will be offered for sale at the fair market value with the proceeds to be remitted to the county auditor controller for distribution to the taxing entities or with the proceeds to be used for enforceable obligations. If the properties are offered for sale but the Successor Agency receives no viable offers, the properties will be transferred to the City either for governmental purposes or subject to a compensation agreement.*



Copyright ©2010, Eagle Aerial, County Appraiser, TeleMap, Customer Data, Digital Map Products



Parcel No. 8405-001-918 <sup>N</sup>  
Cienega/Grand Ave.



Copyright © 2006 All Rights Reserved. The information contained herein is the proprietary property of the contributor supplied under license and may not be approved except as licensed by Digital Map Products.

## **Parcel #6**

### **Parcel No. 8434-012-902 (Cutter Way)**

#### **Date of Acquisition and its value at that time, and an estimate of current value**

The Covina Redevelopment Agency acquired this small triangular property remnant that is situated next to an Edison Smart House and parking lot back in 1977 for \$116. The estimated current value is \$116.

#### **The purpose for which the property was acquired**

The property was obtained as a remnant piece to a larger utility project located within the Edison Smart House location to the south of the remnant.

#### **Parcel data, including address, lot size and current zoning**

The parcel number is 8434-012-902 and the size is 345 square feet. The current zoning of the site and those properties immediately adjacent to it is M-1 Light manufacturing and Industrial,

#### **An estimate of the current value of the parcel, including any appraisal information if available**

There has not been a recent appraisal of the site, however the current value of the site is \$116.

#### **An estimate of any lease, rental, or other revenues generated by the property and a description of the contractual requirements for disposition of those revenues**

N/A

#### **Any history of environmental contamination or remediation efforts**

There is no known history of environmental contamination on this site.

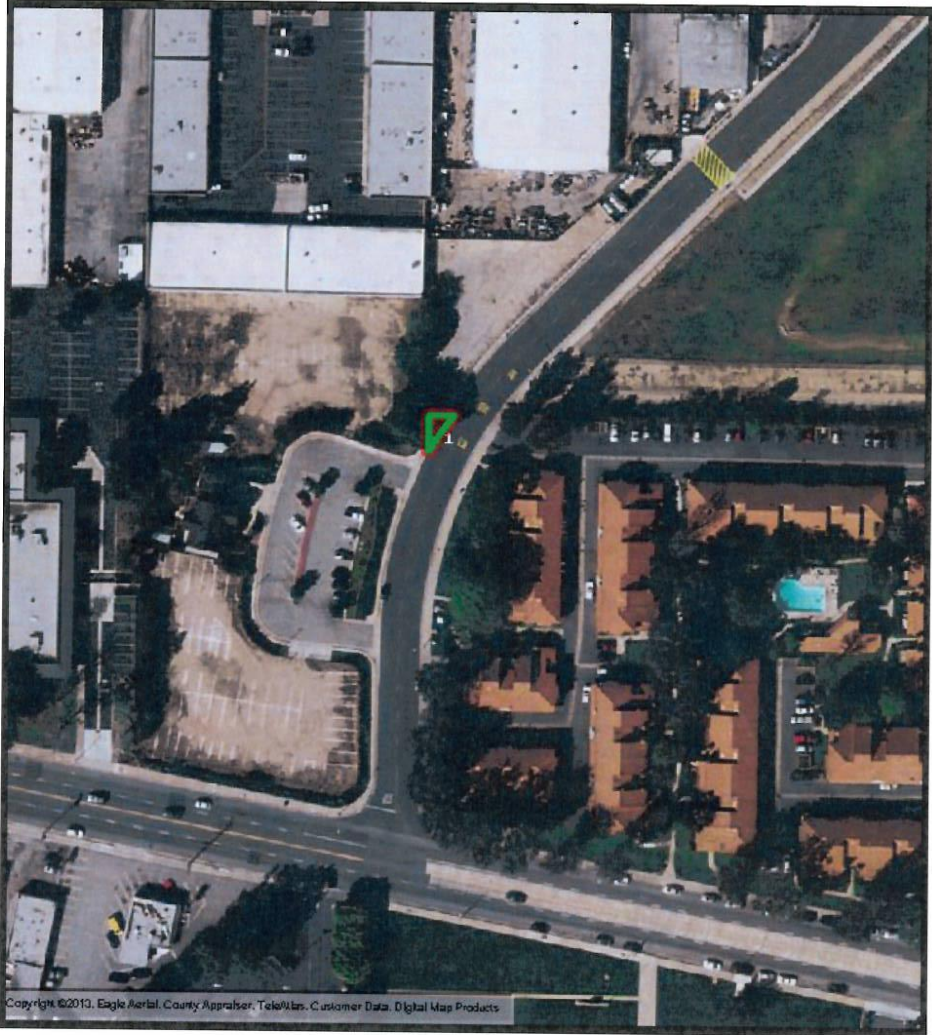
#### **A description of the property's potential for transit-oriented development and the advancement of the planning objectives of the Successor Agency**

While steps have been taken to encourage transit oriented development opportunities within Covina's downtown area, this subject site is not conducive to a transit oriented development project, especially given its size and location.

#### **A brief history of previous development proposals and activities, including the rental or lease of property**

N/A

*The properties will be offered for sale at the fair market value with the proceeds to be remitted to the county auditor controller for distribution to the taxing entities or with the proceeds to be used for enforceable obligations. If the properties are offered for sale but the Successor Agency receives no viable offers, the properties will be transferred to the City either for governmental purposes or subject to a compensation agreement.*



Parcel No. 8434-012-902  
Cutter Way



126 ft

CityGIS

Copyright © 2006 All Rights Reserved. The information contained herein is the proprietary property of the contributor supplied under license and may not be approved except as licensed by Digital Map Products.

## **Parcel #7**

### **Parcel No. 8422-001-901(Park Ave./Near Village Green Apartments)**

#### **Date of Acquisition and its value at that time, and an estimate of current value**

The Covina Redevelopment Agency acquired this long, narrow remnant strip that is situated in-between a senior living housing complex to the north and single family residences to the south in 1988 for \$21,672. The estimated current value is \$21,672.

#### **The purpose for which the property was acquired**

The property was obtained as a remnant piece to a larger senior housing development located to the north of the property.

#### **Parcel data, including address, lot size and current zoning**

The parcel number is 8422-001-901 and the size is 6,260 square feet. The site is located in between a Planned Community Development to the north (Senior Living Development) and Single Family Residential, (R-1-7500) to the south.

#### **An estimate of the current value of the parcel, including any appraisal information if available**

There has not been a recent appraisal of the site, however the current estimate of value of the site is \$21,672.

#### **An estimate of any lease, rental, or other revenues generated by the property and a description of the contractual requirements for disposition of those revenues**

N/A

#### **Any history of environmental contamination or remediation efforts**

There is no known history of environmental contamination on this site.

#### **A description of the property's potential for transit-oriented development and the advancement of the planning objectives of the Successor Agency**

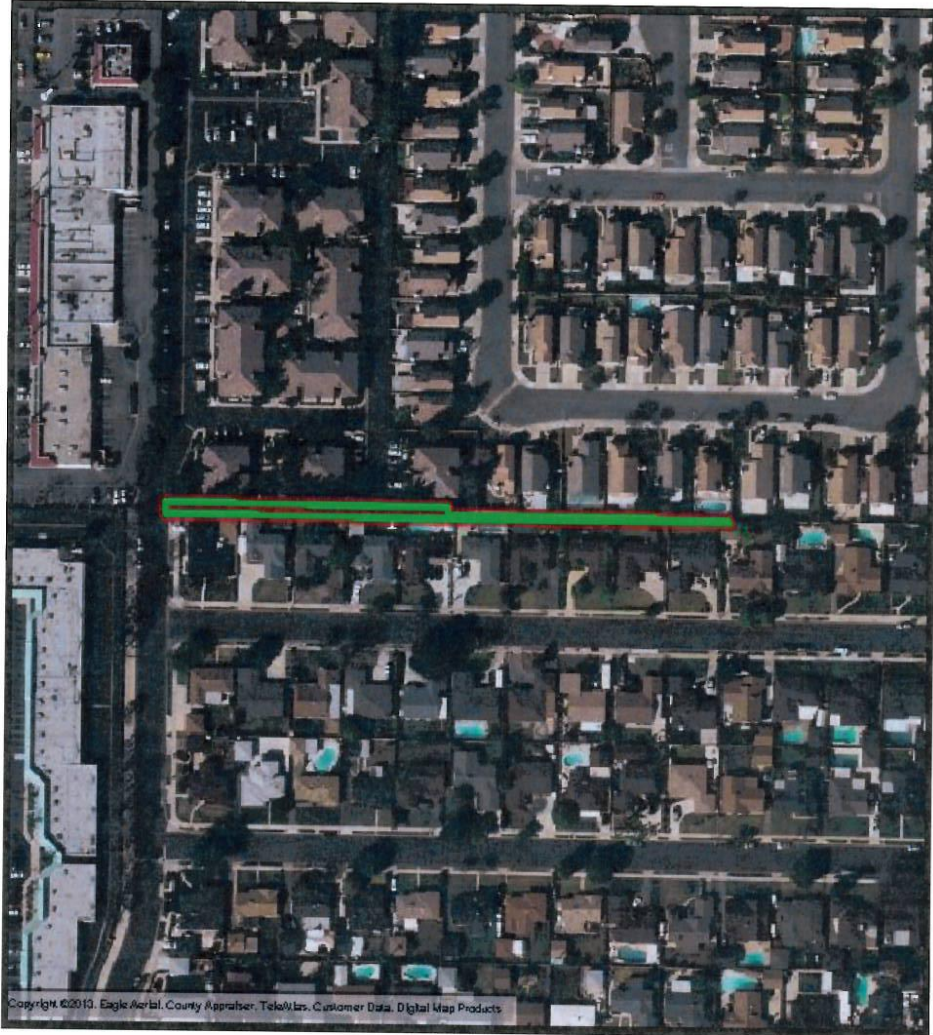
While steps have been taken to encourage transit oriented development opportunities within Covina's downtown area, this subject site is not conducive to a transit oriented development project, especially given its odd shape and location.

#### **A brief history of previous development proposals and activities, including the rental or lease of property**

N/A

*The properties will be offered for sale at the fair market value with the proceeds to be remitted to the county auditor controller for distribution to the taxing entities or with the proceeds to be used for enforceable obligations. If the properties are offered for sale but the Successor Agency receives no viable offers, the properties will be transferred to the City either for governmental purposes or subject to a compensation agreement.*





Parcel No. 8422-001-901  
Park Ave(Near Village  
Green)



167 ft  
CityGIS

## **Parcel #8**

### **Parcel No. 8408-001-909 (Southeast corner of Arrow Hwy. & Azusa Avenue Near Outback Steakhouse)**

#### **Date of Acquisition and its value at that time, and an estimate of current value**

The Covina Redevelopment Agency acquired this remnant strip which wraps around the front of the existing restaurant along the west and north facing sides of the building in 1989 for \$57,138. The estimated current value is \$57,138.

#### **The purpose for which the property was acquired**

The property was obtained as a remnant piece to a larger commercial development to the east and south. It borders the Los Angeles County Dalton Wash Flood Control channel.

#### **Parcel data, including address, lot size and current zoning**

The parcel number is 8408-001-909 and the size is 13,520 square feet. The remnant strip wraps around the front of the existing restaurant along the west and north facing sides of the building. It is located in the Regional Community Shopping Center Zone, (C-3A).

#### **An estimate of the current value of the parcel, including any appraisal information if available**

There has not been a recent appraisal of the site, however the current estimate of value of the site is \$57,138.

#### **An estimate of any lease, rental, or other revenues generated by the property and a description of the contractual requirements for disposition of those revenues**

N/A

#### **Any history of environmental contamination or remediation efforts**

There is no known history of environmental contamination on this site.

#### **A description of the property's potential for transit-oriented development and the advancement of the planning objectives of the Successor Agency**

While steps have been taken to encourage transit oriented development opportunities within Covina's downtown area, this subject site is not conducive to a transit oriented development project, especially given its odd shape and location.

**A brief history of previous development proposals and activities, including the rental or lease of property**

N/A

*The properties will be offered for sale at the fair market value with the proceeds to be remitted to the county auditor controller for distribution to the taxing entities or with the proceeds to be used for enforceable obligations. If the properties are offered for sale but the Successor Agency receives no viable offers, the properties will be transferred to the City either for governmental purposes or subject to a compensation agreement.*



Parcel No. 8408-001-909  
(SE Corner of Arrow  
Hwy./Azusa Ave.)



133 ft

CityGIS

## **Parcel #9**

### **Parcel No. 8431-014-900 (Near Taste of Texas & City Municipal Parking Lot)**

#### **Date of Acquisition and its value at that time, and an estimate of current value**

The Covina Redevelopment Agency acquired this remnant strip which is situated in between the front of an existing restaurant to the south and a City municipal parking lot to the north in 1991 for \$1,000. The estimated current value is \$1,000.

#### **The purpose for which the property was acquired**

The property was obtained as a remnant piece to the City Municipal Parking Lot.

#### **Parcel data, including address, lot size and current zoning**

The parcel number is 8431-014-900 and the size is 541 square feet. The remnant strip is situated in between the front of an existing restaurant to the south and a City municipal parking lot to the north. It is located in the Town Center Specific Plan Area 3 and 4, Zone of Transition (TCSP 3 & 4)

#### **An estimate of the current value of the parcel, including any appraisal information if available**

There has not been a recent appraisal of the site, however the current estimate of value of the site is \$1,000.

#### **An estimate of any lease, rental, or other revenues generated by the property and a description of the contractual requirements for disposition of those revenues**

N/A

#### **Any history of environmental contamination or remediation efforts**

There is no known history of environmental contamination on this site.

#### **A description of the property's potential for transit-oriented development and the advancement of the planning objectives of the Successor Agency**

While steps have been taken to encourage transit oriented development opportunities within Covina's downtown area, this subject site is not conducive to a transit oriented development project, because it is very small and its location.

**A brief history of previous development proposals and activities, including the rental or lease of property**

N/A

*The properties will be offered for sale at the fair market value with the proceeds to be remitted to the county auditor controller for distribution to the taxing entities or with the proceeds to be used for enforceable obligations. If the properties are offered for sale but the Successor Agency receives no viable offers, the properties will be transferred to the City either for governmental purposes or subject to a compensation agreement.*





**Parcel No. 8431-014-900**  
**(Near Taste of Texas & City**  
**Municiple Parking Lot)**



133 ft

CityGIS

## **Parcel #10**

### **Parcel No. 8409-019-916 (Located in between residential housing tract on Rimsdale St. to the west and Walmart to the east)**

#### **Date of Acquisition and its value at that time, and an estimate of current value**

The Covina Redevelopment Agency acquired this remnant strip which is situated in between a residential housing tract on Rimsdale St. to the west and Walmart to the east for an undertermined amount. The current value is undetermined.

#### **The purpose for which the property was acquired**

The property was obtained as a remnant piece to a larger commercial development to include the new construction of Walmart and Toys R Us to the east of said parcel.

#### **Parcel data, including address, lot size and current zoning**

The parcel number is 8409-019-916 and the size is approximately 9,580 sq. ft. The remnant strip is situated in between a residential housing tract on Rimsdale St. to the west and Walmart to the east It is located on the border of C-2 (Neighborhood Shopping Center) and R-1-7500 (SFR)

#### **An estimate of the current value of the parcel, including any appraisal information if available**

There has not been a recent appraisal of the site and there is no current records of its value.

#### **An estimate of any lease, rental, or other revenues generated by the property and a description of the contractual requirements for disposition of those revenues**

N/A

#### **Any history of environmental contamination or remediation efforts**

There is no known history of environmental contamination on this site.

#### **A description of the property's potential for transit-oriented development and the advancement of the planning objectives of the Successor Agency**

While steps have been taken to encourage transit oriented development opportunities within Covina's downtown area, this subject site is not conducive to a transit oriented development project, because it is very small and its location.



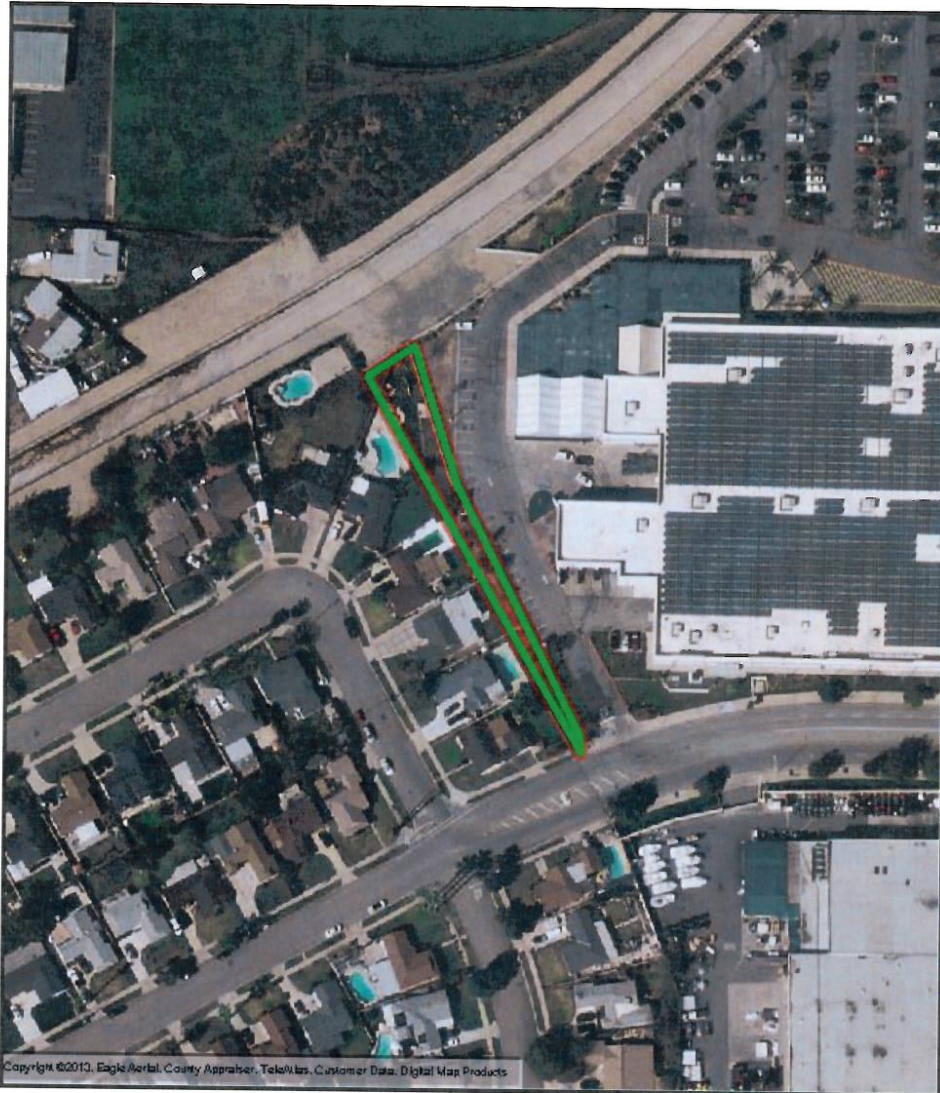
**A brief history of previous development proposals and activities, including the rental or lease of property**

N/A

**The use or disposition of the property which could include: 1) The retention of the property for governmental use 2) The retention of the property for future development, 3) the sale of the property, 4) The use of the property to fulfill an enforceable obligation**

It is believed that this parcel was quitclaimed to the residential property owners to the west of the site. Because no recorded documentation of this has been able to be obtained, the property will be included as part of this report and if it is found, through a title search at a later date to have already been sold, it will no longer be considered for sale.

*The properties will be offered for sale at the fair market value with the proceeds to be remitted to the county auditor controller for distribution to the taxing entities or with the proceeds to be used for enforceable obligations. If the properties are offered for sale but the Successor Agency receives no viable offers, the properties will be transferred to the City either for governmental purposes or subject to a compensation agreement.*



**Parcel No. 8409-019-916**

**(Located In between Rimsdale housing tract to the west & Walmart to the east)**