

ORDINANCE NO. 99-1856

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA APPROVING THAT CERTAIN DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COVINA AND EVERGREEN OAK PLAZA, LIMITED PARTNERSHIP AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COVINA

A. Recitals.

(i) California Government Code § 65864 provides, in pertinent part, as follows:

"The Legislature finds and declares that:

"(a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other developments to the consumer, and discourage investment in and commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

"(b) Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval, will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development."

(ii) California Government Code § 65865 provides, in pertinent part, as follows:

"Any city. . . , may enter into a development agreement with any person having a legal or equitable interest in real property for the development of such property as provided in this article. . . ."

(iii) California Government Code § 65865.2 provides, in pertinent part, as follows:

"A development agreement shall specify the duration of the agreement, the permitted uses of the property, the density or intensity of use, the maximum height and size of proposed buildings, and provision for reservation or dedication of land for public purposes. The development agreement may include conditions, terms, restrictions and requirements for subsequent discretionary actions, provided that such conditions, terms, restrictions and requirements for subsequent discretionary actions shall not prevent development of the land for the uses and to the density or intensity of development set forth in the agreement. . . ."

(iv) Attached to this Ordinance, marked Exhibit "A" and incorporated herein by reference, is a proposed Development Agreement by and between the City of Covina and Evergreen Oak Plaza, Limited Partnership. Hereinafter in this Ordinance, that agreement attached hereto as Exhibit "A" is referred to as "the Development Agreement."

(v) The proposed developer of the property and the City desire to provide, through the attached Development Agreement, specific development options and controls on the site in accordance with sound planning principles, all in accordance with the above- referenced provision of law.

(vi) On November 2, 1999, in compliance with the California Environmental Quality Act, the Covina City Council adopted a Mitigated Negative Declaration which considered the environmental impacts of the project contemplated in the Development Agreement.

(vii) This Council has heretofore conducted a duly noticed public hearing concerning the potential adoption of the Development Agreement and said public hearing was concluded prior to the adoption of this Ordinance.

(iv) All legal prerequisites to the adoption of this Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COVINA DOES ORDAIN AS FOLLOWS:

SECTION 1. In all respects the Recitals set forth as Part A of this Ordinance are hereby adopted.

SECTION 2. This Council specifically finds that:

(a) The location, design and proposed uses set forth in the Development Agreement are compatible with the character of existing development in the vicinity;

(b) The Development Agreement will produce within the project an environment of stable and desirable character, and will not tend to cause traffic congestion on surrounding streets;

(c) The proposed development will be well integrated into its setting;

(d) The Development Agreement conforms to the General Plan of the City of Covina;

(e) The Development Agreement is consistent with the purpose and intent of the applicable zoning designation.

SECTION 3. It is expressly found that the public necessity, general welfare and good zoning practice require the approval of the Development Agreement.

SECTION 4. This Council hereby approves the Development Agreement attached hereto as Exhibit "A".

SECTION 5. This Council hereby authorizes and directs the Mayor and City Clerk to execute the Development Agreement on behalf of the City of Covina forthwith upon adoption of this Ordinance.

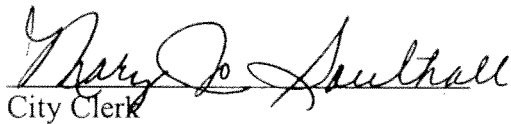
SECTION 6. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published in the manner required by law.

APPROVED AND PASSED this 7th day of December, 1999.



Mayor

ATTEST:



City Clerk

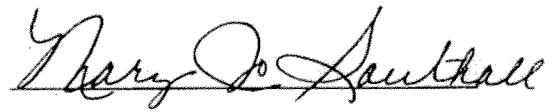
APPROVED AS TO FORM



City Attorney


I, **MARY JO SOUTHALL**, City Clerk, Covina, California, hereby **CERTIFY** that Ordinance No. 99-1856 was regularly introduced and placed upon its first reading at a regular meeting of the Covina City Council held November 16, 1999, and that thereafter said Ordinance was duly adopted at a regular meeting of the City Council held December 7, 1999, and passed by the following vote:

AYES:	Council Members:	Allen, Palmeri, Stapleton, MPT/Truax, M/Christiansen
NOES:	Council Members:	None
ABSENT:	Council Members:	None
ABSTAIN:	Council Members:	None


Covina City Clerk

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Cox, Castle & Nicholson LLP
2049 Century Park East, 28th Floor
Los Angeles, CA 90067
Attn: Ronald I. Silverman, Esq.

RECORDING FEES EXEMPT DUE TO
GOVERNMENT CODE SECTION 27383


City Clerk

Space Above Line For Recorder's Use Only)

DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF COVINA
AND EVERGREEN OAK PLAZA, LIMITED PARTNERSHIP

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DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF COVINA
AND EVERGREEN OAK PLAZA, LIMITED PARTNERSHIP

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of this 7th day of December, 1999, by and between the CITY OF COVINA, a municipal corporation ("City"), and EVERGREEN OAK PLAZA, LIMITED PARTNERSHIP, an Arizona limited partnership ("Owner").

W I T N E S S E T H:

A. The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development, and discourage investment in and commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

B. California Government Code Sections 65864-65869.5 (the "Development Agreement Statute") were enacted authorizing a municipality to enter into binding development agreements with persons having legal or equitable interests in real property.

C. Owner has a legal or equitable interest in certain real property located in City more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

D. Subject to the provisions of the "Project Approvals" (as defined below), Owner's project will be developed on two parcels totaling approximately 5.44 acres that will include (1) a Walgreen's Drug Store of approximately 15,120

square feet with a parallel lane capacity drive through window (for drop-off and pick-up of prescriptions) on one parcel and (2) a commercial retail development consisting of up to four buildings containing no more than 60,000 square feet on a second parcel (the "Project"). The Project is depicted on the illustrative plan attached hereto as Exhibit "B" and incorporated herein by this reference.

E. On November 2, 1999, the City Council (the "Council"), after making appropriate findings, adopted a Negative Declaration pursuant to the provisions of the California Environmental Quality Act ("CEQA").

F. On November 2, 1999, the Council, following a duly noticed public hearing, approved Planned Community Development 99-003 (the "PCD"). On August 24, 1999, the Planning Commission of City (the "Planning Commission"), following a duly noticed public hearing, considered Site Plan Review 99-025 (the "Site Plan Review"), the Negative Declaration, the lot line adjustment (the "Lot Line Adjustment"), and approved the PCD (collectively, the PCD, the Site Plan Review and the Lot Line Adjustment are referred to as the "Project Approvals".)

G. Development of the Project will further the comprehensive planning objectives contained within City's general plan, as amended, (the "General Plan"), and will result in public benefits, including, among others, the following:

1. Fulfilling long-term economic and social goals for City and the community;

2. Providing fiscal benefits to City's General Fund, including increased property and sales taxes;

3. Providing both short-term construction employment and long-term permanent employment within City;

4. Replacing existing older structures with newly constructed modern buildings; and

5. Providing enhanced retail service and convenience to the community.

H. Owner has requested City to enter into a development agreement pursuant to the Development Agreement Statute.

I. For the reasons recited herein, City has determined that the Project is a development for which a development agreement is appropriate under the Development Agreement Statute.

J. The Council has determined that this Agreement is consistent with the General Plan and specifically has determined that this Agreement is fair, just and reasonable, and City has concluded that the economic interests of its citizens and the public health, safety and welfare will be best served by entering into this Agreement.

K. The Planning Commission held duly noticed public hearings and considered this Agreement on August 24, 1999.

L. The Council, after a duly noticed hearing, adopted Ordinance No. 99-1856, approving this Agreement on December 7, 1999, which Ordinance became effective on January 6, 2000 (the "Effective Date").

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual promises, obligations and covenants herein contained, the parties hereto agree as follows:

SECTION I. DEFINITIONS. The following terms shall have the meanings defined for such terms in the Sections set forth below:

<u>Term</u>	<u>Section</u>
Action Levels	Section IV.I.9
Agency	Section IV.K.1.a.
Additional Property	Section IV.J.
Agreement	Introduction
Annexation Notice	Section IV.J.
Applicable Rules	Section III.B.1.
Azusa Avenue Improvements	Section IV.I.8
Azusa Badillo Site	Section IV.K.1.b.
CEQA	Recital E
City	Introduction
Council	Recital E
Design for Development	Section IV.K.1.b.
Development Agreement Statute	Recital B
Effective Date	Recital L
Existing Owner	Section VI.K.
Financing District	Section IV.I.8
Future Approvals	Section III.C.
General Plan	Recital G
Lot Line Adjustment	Recital F
Ministerial Approvals	Section IV.D.3.
Mortgagee	Section V.C.
Northwest Building	Section IV.I.3.
Notice of Non-Compliance	Section V.F.
Owner	Introduction
Parcel 1	Section IV.I.2.
Parcel 2	Section IV.I.2.
PCD	Recital F
Planning Commission	Recital F
Project	Recital D
Project Approvals	Recital F
Property	Recital C
Related Parties	Section VI.J.
Restricted Period	Section IV.K.1.c.
Service Station Parcel	Section IV.I.9

Site Plan Review
Subsequent Rules
Term

Recital F
Section III.B.2.
Section V.K.

SECTION II. BENEFITS TO CITY. In consideration of the significant improvements that Owner will be financing and constructing for the benefit of the community surrounding the Project and the benefit to the community that the development of the Project represents, all of which will provide a significant overall benefit to City and the community, City has agreed to enter into this Agreement.

SECTION III. PROJECT DEVELOPMENT.

A. Permitted Uses. The parties hereby agree that, for the term of this Agreement, the permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes and location of public improvements, shall be those set forth in the Project Approvals, the "Applicable Rules" (as hereinafter defined) and this Agreement.

B. Rules, Regulations and Official Policies.

1. Applicable Rules. The parties hereby agree that, for the term of this Agreement, the rules, regulations and official policies governing permitted uses, governing density, and governing design, improvement and construction standards and specifications applicable to development of the Property and the Project shall be those rules, regulations and official policies in force at the time of the Effective Date, including, without limitation, the Project Approvals (collectively, the "Applicable Rules"). Notwithstanding the foregoing, nothing in this

Agreement shall preclude City from applying changes occurring from time to time in the Uniform Building Code, Uniform Electrical Code, Uniform Fire Code, Uniform Mechanical Code, or Uniform Plumbing Code, provided that such changes (i) are found by City to be necessary to the health or safety of the citizens of City, (ii) are generally applicable to all similar types of property in City, and (iii) do not prevent or unreasonably delay development of the Project in accordance with this Agreement.

Prior to the Effective Date, City and Owner shall use reasonable efforts to identify two identical sets of the Applicable Rules, one set for City and one set for Owner, so that if it becomes necessary in the future to refer to any of the Applicable Rules, there will be a common set of the Applicable Rules available to both parties.

2. Conflicting Enactments. Any change in the Applicable Rules, including, without limitation, any change in any applicable general, area or specific plan, zoning, subdivision or building rule or regulation, adopted or becoming effective after the Effective Date, including, without limitation, any such change by means of an ordinance, initiative, resolution, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the Council, the Planning Commission or any other board, commission or department of City, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Property and which would conflict in any way with or be more restrictive than the

Applicable Rules ("Subsequent Rules"), shall not be applied by City to the Property. Owner may give City written notice of its election to have any Subsequent Rule applied to the Property, in which case such Subsequent Rule shall be deemed to be an Applicable Rule.

C. Future Approvals. Any development of the Property shall require all discretionary approvals required by the Applicable Rules (collectively, the "Future Approvals"). Upon granting any of the Future Approvals, as they may be amended from time to time, they shall become part of the Applicable Rules, and Owner shall have a "vested right", as that term is defined under California law, in and to such Future Approvals by virtue of this Agreement.

D. Permitted Fees. Except as otherwise provided in this Agreement, and specifically excluding fees set by entities not controlled by City that are collected by City, City shall only charge and impose those fees and exactions, including, without limitation, dedications and any other fee or tax (including excise, construction or any other tax) relating to development or the privilege of developing, which are in effect on a City-wide basis as of the Effective Date. This Section shall not be construed to limit the authority of City to charge normal and customary application, processing, and permit fees for land use approvals, building permits and other similar permits, which fees are designed to reimburse City's expenses attributable to such application, processing and permitting and are in force and

effect on a City-wide basis at such time as said approvals and permits are granted by City.

E. Permitted Conditions. Provided Owner's applications for any Future Approvals are consistent with this Agreement and the Applicable Rules, City shall grant the Future Approvals in accordance with the Applicable Rules and authorize development of the Property for the uses and to the density of the Project described herein. City shall have the right to impose reasonable conditions in connection with Future Approvals and, in approving tentative subdivision maps, impose normal and customary dedications for rights of way or easements for public access, utilities, water, sewers, and drainage necessary for the Project; provided, however, such conditions and dedications shall not be inconsistent with the Applicable Rules or Project Approvals, nor inconsistent with the development of the Project as contemplated by this Agreement. Owner may protest any conditions, dedications or fees while continuing to develop the Property; such a protest by Owner shall not delay or stop the issuance of building permits or certificates of occupancy.

F. Term of Map(s) and Other Project Approvals. Pursuant to California Government Code Sections 66452.6(a) and 65863.9, the term of any subdivision or parcel map that may be processed on all or any portion of the Property and the term of each of the Project Approvals shall be extended for a period of time through the scheduled termination date of this Agreement as set forth in Section V.K below.

G. Timing of Development. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), that the failure of the parties therein to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that, subject to any infrastructure phasing requirements that may be required by the Project Approvals or any Future Approvals, Owner shall have the right (without obligation) to develop the Property in such order and at such rate and at such times as Owner deems appropriate within the exercise of its subjective business judgment.

H. Moratorium. No City-imposed moratorium or other limitation (whether relating to the rate, timing or sequencing of the development or construction of all or any part of the Property, whether imposed by ordinance, initiative, resolution, policy, order or otherwise, and whether enacted by the Council, an agency of City, the electorate, or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative or final), building permits, occupancy certificates or other entitlements to use or service (including, without limitation, water and sewer) approved, issued or granted within City, or portions of City, shall apply to the Property to the extent such moratorium or other limitation is in conflict with this Agreement; provided, however, the provisions of this Section shall not affect City's compliance with moratoria or other

limitations mandated by other governmental agencies or court-imposed moratoria or other limitations.

I. Vesting of Owner's Rights. The rights and entitlements granted to Owner pursuant to this Agreement shall be and constitute "vested rights" or the equivalent of "vested rights", as that term is defined under California law applicable to the development of land or property and the right of a public entity to regulate or control such development of land or property, including, without limitation, vested rights in and to building permits and certificates of occupancy.

J. Infrastructure Capacity. Subject to Owner's installation of infrastructure in accordance with the requirements of the Project Approvals and any Future Approvals and completion of a sewer capacity study, City hereby acknowledges that it will have sufficient capacity in its infrastructure, services and utility systems, including, without limitation, traffic circulation, flood control, and sanitation service to accommodate the Project. To the extent that City renders such services or provides such utilities, City agrees that, it will serve the Project and that there shall be no restriction on hookups or service for the Project except for reasons beyond City's control.

K. Development Agreement/Project Approvals. In the event of any inconsistency between any Applicable Rule, Project Approval or Future Approval and this Agreement, the provisions of this Agreement shall control.

SECTION IV. COOPERATION/IMPLEMENTATION.

A. Further Assurances; Covenant to Sign Documents. Each party shall take all actions and do all things, and execute, with acknowledgment or affidavit, if required, any and all documents and writings, that may be necessary or proper to achieve the purposes and objectives of this Agreement.

B. Reimbursement and Apportionment. Nothing in this Agreement precludes City and Owner from entering into any reimbursement agreements for the portion (if any) of the cost of any dedications, public facilities and/or infrastructure that City may require as conditions of the Project Approvals or the Future Approvals, to the extent that they are in excess of those reasonably necessary to mitigate the impacts of the Project.

C. Public Financing of Improvements. Owner may, from time to time, request City to establish one or more assessment and/or community facilities districts and/or to adopt one or more development fees (pursuant to the provisions of Government Code Section 66000, et seq.) to finance infrastructure, public facilities and/or fees that may be required in connection with the development of the Project. City agrees to use its best efforts to implement such requests subject to Section IV.K herein, applicable state and federal law and to the Applicable Rules.

D. Processing. Upon satisfactory completion by Owner of all required preliminary actions and payments of appropriate processing fees, if any, City shall, subject to all legal requirements, promptly initiate, diligently process, complete at

the earliest possible time, in accordance with City's workload, all required steps and expeditiously grant any approvals and permits necessary for the development by Owner of the Property in accordance with this Agreement, including, but not limited to, the following:

1. the processing of applications for and issuance of all discretionary approvals requiring the exercise of judgment and deliberation by City, including without limitation, the Future Approvals;

2. the holding of any required public hearings;

3. the processing of applications for and issuing of all ministerial approvals requiring the determination of conformance with the Applicable Rules, including, without limitation, site plans, development plans, land use plans, grading plans, improvement plans, building plans and specifications, and ministerial issuance of one or more final maps, zoning clearances, demolition permits, grading permits, improvement permits, wall permits, building permits, lot line adjustments, encroachment permits, conditional and temporary use permits, sign permits, certificates of use and occupancy and approvals and entitlements and related matters as may be necessary for the completion of the development of the Property ("Ministerial Approvals").

E. Processing During Third Party Litigation. The filing of any third party lawsuit(s) against City or Owner relating to this Agreement, the Project Approvals, any Future Approvals or to other development issues affecting the Property shall not

delay or stop the development, processing or construction of the Project, approval of any Future Approvals, or issuance of Ministerial Approvals, unless the third party obtains a court order preventing the activity. City shall not stipulate to or cooperate in the issuance of any such order, unless required by law.

F. State, Federal or Case Law. Where any state, federal or case law allows City to exercise any discretion or take any act with respect to that law, City shall, in an expeditious and timely manner, at the earliest possible time, (a) exercise its discretion in such a way as to be consistent with, and carry out the terms of, this Agreement and (b) take such other actions as may be necessary to carry out in good faith the terms of this Agreement.

G. Other Governmental Bodies. To the extent that City, the Council, Planning Commission or any other City agency constitutes and sits as any other subordinate board, it shall not take any action that conflicts with City's obligations under this Agreement. Without limiting the effect of the preceding sentence, City hereby agrees that, during the Term, the Project is and will be determined to be incorporated into and consistent with any Redevelopment Plan currently or hereafter affecting the Property, subject to any limitations contained herein.

H. Defense of Agreement. If this Agreement is challenged by any legal or equitable proceeding, City and Owner agree to cooperate in the defense of such challenge. In addition, City, at its sole option, may tender the complete defense of any such

challenge to Owner, and Owner shall, at its sole cost and expense, defend the challenge; provided, however, if City elects to retain counsel in connection with such defense, City shall be responsible for the cost and expense of such counsel. If this Agreement is adjudicated or determined to be invalid or unenforceable, City agrees, subject to all legal requirements, to consider modifications to this Agreement to render it valid and enforceable to the extent permitted by applicable law.

I. Design/Development Standards. Notwithstanding the provisions of the Applicable Rules, the following design/development standards shall apply to the Project:

1. Easements. Easements dedicated for pedestrian use shall be permitted to include easements for underground drainage, water, sewer, gas, electricity, telephone, cable and other utilities and facilities so long as they do not unreasonably interfere with pedestrian use.

2. PCD - Development. Following the Lot Line Adjustment, the Property is comprised of two legal parcels ("Parcel 1" and "Parcel 2"). Under the conceptual plan for the PCD the following development parameters are identified for the Property:

- a. Parcel 1
Max. No. of Buildings: 2
Max. Total Square Footage of Buildings: 18,000 sq. ft.
Max Building Height: 38 feet
- b. Parcel 2
Max. No. of Buildings : 4
Max. Total Square Footage of Buildings: 60,000 sq. ft.

Building "A": 2,500 - 10,000 sq. ft.
Building "B" 2,500 - 10,000 sq. ft.
Building "C/D": 10,000 - 40,000 sq. ft.
Max. Building Height: 38 feet

The number, exact location and size of buildings on both parcels will be adjusted as users are identified and their specific needs are addressed. Although square footages of individual buildings may vary, the total square footage of all buildings on Parcel 1 shall not exceed 18,000 square feet and for Parcel 2 shall not exceed 60,000 square foot.

3. PCD Development Guidelines.

a. Owner shall develop the Property with uses which are consistent with the underlying zones (C-4 and C-3A) and if "Additional Property" (as defined below) becomes available to Owner, it may be added to the PCD. Owner shall be permitted to develop any Additional Property with uses which are consistent with the C4 and C-3A zones. Development of any Additional Property shall be permitted in the same ratio of building square footage to land area as exists on Parcel 2. Development and design standards of any Additional Property shall be the same as those for Parcel 2.

b. Parking for the proposed development shall be provided in accordance with the Project Approvals.

c. The minimum building set back along the western and southern property lines of Parcel 1 and Parcel 2 shall be zero (0) feet. Parking shall be permitted in the setback area.

d. An average ten foot (10') landscape strip along San Bernardino Road and an average fifteen foot (15') strip along Azusa Avenue shall be provided. A minimum of four percent (4%) of open parking area (excluding perimeter strip) shall be landscaped. A minimum of one (1) tree per seven (7) parking spaces shall be provided. Forty percent (40%) of the trees shall be twenty-four inch (24") box trees and the remaining sixty percent (60%) shall be minimum fifteen (15) gallon in size.

e. With regard to signage for Parcel 1, at a minimum, Parcel 1 shall be permitted signage consisting of one (1) pole sign of thirty feet (30') in height with a "permanent" sign (fixed text) at the top of the pole as well as a "reader board" (text changing periodically) mounted to the lower portion of the pole (138 total square foot sign space per side on a two-sided sign). A sign program shall be developed for Parcel 2 and shall be submitted with the first Site Plan Review application for Parcel 2. At a minimum, Parcel 2 shall be permitted two signs as follows: (1) signage consisting of one (1) pole sign of thirty feet (30') in height with a "permanent" sign (fixed text) at the top of the pole as well as a "reader board" (text changing periodically) mounted to the lower portion of the pole (100 square foot sign space per side - on a two sided sign) located on San Bernadino Road and (2) signage consisting of one (1) pole sign of thirty feet (30') in height (150 total square foot sign space per side on a two-sided sign) located on Azusa Avenue.

f. Given the specific requirements of retail tenants, drive-through windows (with parallel lanes) shall be permitted, and wireless telecommunications equipment (antennas, microwave dishes, etc.) for the use of the occupant(s) of the building shall be permitted on the roofs of buildings provided such equipment is screened from public view.

g. So long as the existing building at the northwest corner of Parcel 2 (the "Northwest Building") remains on the Property, it shall be deemed to comply with the Applicable Rules and the Project Approvals, including City's setback and design standards. If the Northwest Building is demolished, any replacement building shall comply with the setback and design standards set forth in the Applicable Rules, the Project Approvals and this Agreement. Upon the issuance of the first building permit to construct a new building on Parcel 2, the façade of the Northwest Building shall be renovated and enhanced by Owner in a manner to be agreed upon between Owner and City; provided, however, in no event shall the cost of the renovation and enhancement of the façade for the Northwest Building be required to exceed Ten Thousand Dollars (\$10,000.00), without Owner's prior written consent.

h. The exterior design and palette standards for buildings on Parcel 2 shall be reasonably consistent with the design and palette standards of the building(s) constructed on Parcel 1 so that the design and palette elements for all buildings constructed on the Property are coordinated in an integrated fashion.

4. Precise Plan - Parcel 1.

a. Parcel 1 will be developed with a full service Walgreens Drug Store.

b. The proposed development of Parcel 1 shall include:

- construction of a 15,120 square foot Walgreens with a parallel lane capacity drive through window (for both drop-off and pick-up of prescriptions). The overall height of the building shall not exceed thirty-eight feet (38');
- development of a surface parking area with parking provided in accordance with the Project Approvals;
- one (1) pole sign of thirty feet (30') in height with a "permanent" sign (fixed text) at the top of the pole as well as a "reader board" (text changing periodically) mounted to the lower portion of the pole (138 total square foot sign face per side - on a 2 sided sign) located near the corner of the Property; and
- decorative landscaping along both Azusa Avenue and San Bernardino Road (excluding ingress and egress points) and in the parking area.

5. Design Maximums/Development. Any reference to a maximum number of buildings, maximum total square footage and/or maximum building heights in this Section IV.I or in any of the Project Approvals shall mean that Owner shall be permitted to develop up to but not in excess of the stated maximum limits.

6. Subdivision of Parcel 2. Owner shall have the right, at any time, to file for a parcel or subdivision map covering all or any portion of Parcel 2 in accordance with the Applicable Rules and Section IV.K herein. So long as Owner's proposed parcelization is consistent with site plan design standards for neighborhood shopping centers and Section IV.K, City shall process Owner's map in an expeditious fashion pursuant to and in accordance with the Applicable Rules.

7. Renewal of Leases on Parcel 2. Owner hereby agrees that, without City's prior written consent, which consent may be granted or denied in City's sole and absolute discretion, Owner will not renew or extend any lease affecting all or any portion of an existing building on the Property or enter into a new lease with respect to all or any portion of an existing building on the Property for a term that extends beyond the expiration of the Term of this Agreement. This restriction shall survive for a period of six (6) months beyond the end of the Term of this Agreement; provided, however, this restriction shall terminate and be of no further force or effect when one or more certificates of occupancy have been issued for new construction on Parcel 2 totaling at least eighteen thousand (18,000) square feet.

8. Widening of Azusa Avenue. Owner shall be responsible for its pro rata share of the City's costs to widen Azusa Avenue to provide three through lanes of traffic adjacent to the Property in the southbound direction (the "Azusa Avenue Improvements"). The Azusa Avenue Improvements shall be constructed by the City at such time as the number of traffic lanes on Azusa Avenue is increased by the City between Arrow Highway and Badillo Street. The types of improvements for which Owner shall be responsible shall be limited to the construction of streets, sidewalks, curbs, gutters, and other hard construction costs associated with the Azusa Avenue Improvements. The Owner shall be responsible for its pro rata share of the total costs of the Azusa Avenue Improvements based upon the site's Azusa Avenue frontage. Owner's payment for its pro rata share of the costs of the Azusa Avenue Improvements shall be due and payable on or before one hundred twenty (120) days from the effective date of this Agreement. The Owner's pro rata share for Azusa Avenue shall not exceed fifty thousand seven hundred and sixty-four dollars and five cents (\$50,764.05). Based on Owner's obligation under this condition, the City, to the extent legally permissible, (i) shall not form, or consent to the formation of, any financing district (including, but not limited to, a community facilities district, under the Mello-Roos Community Facilities Act of 1982, or an assessment district, under the Municipal Improvement Act of 1913) (a "Financing District") that includes the all or any portion of the Property for the purpose of financing all or part

of the Azusa Avenue Improvements, and (ii) shall, to the extent legally permissible, exclude the Property from the boundaries of any Financing District formed at the request (by petition, or otherwise) of any third party to finance all or part of the Azusa Avenue Improvements.

9. Service Station - Standards for Environmental Compliance. Prior to the issuance of a Certificate of Occupancy for the tax parcel that the Chevron Station (on Parcel 1) currently occupies, i.e. AP No. 8434-018-013 (the "Service Station Parcel"), Owner shall either (a) provide evidence to the City that no hazardous material contamination exceeding the action levels established by the United States Environmental Protection Agency or California state law, whichever is more restrictive, exists on the site ("Action Levels") or (b) submit a "no further action" letter from the lead environmental agency with authority over the Service Station Parcel. If the Owner does not provide a "no further action" letter, the level of contamination on the Service Station Parcel shall be established by a method reasonably approved by the City. The City agrees to approve all reasonable testing methods under generally accepted environmental standards. Evidence that no contamination exists on the Service Station Parcel greater than the Action Levels may be satisfied by Owner providing the City with a Phase II Environmental Site Assessment Report prepared by an environmental testing firm reasonably approved by the City, which report confirms that contamination on the Service Station Parcel is below the Action Levels. If contamination is found to

exist on the Service Station Parcel above Action Levels and a "no further action" letter has not been issued, the City will issue a Certificate of Occupancy if Owner submits a remediation action plan approved by the lead environmental agency with authority over the Service Station Parcel or the equivalent of such a plan reasonably approved by the City. This condition applies only to the Service Station Parcel.

J. Annexation of Additional Property. City and Owner recognize that Owner may, from time to time, acquire an equitable or a legal interest in other property located adjacent to or in the vicinity of the Property within the area bounded by San Bernardino Road, Azusa Avenue, Badillo Street and Lark Ellen Avenue ("Additional Property"). Subject to receipt of City's prior written consent, which consent shall not be unreasonably withheld, and subject to the provisions of Section IV.K herein, Owner shall have the right, during the term of this Agreement, to cause any Additional Property in which Owner acquires an equitable or legal interest to become subject to the terms and conditions of this Agreement by executing and recording a "Notice of Annexation of Additional Property to Development Agreement" in the form of the notice attached hereto as Exhibit "C" and incorporated herein by reference (the "Annexation Notice"). Upon executing and recording an Annexation Notice, the property that is the subject of the Annexation Notice shall, without further documentation being required, automatically become subject to the terms and conditions of the Project

Approvals, the Future Approvals and this Agreement, including Section IV.K.

K. Design for Development - Azusa Badillo Commercial Center - Development Conditions.

1. Recitals.

a. The Property is located within a redevelopment area that is subject to the jurisdiction of the Redevelopment Agency of the City (the "Agency").

b. In 1997, the Agency adopted a set of controls and restrictions for the design and development (the "Design for Development") of a section of the redevelopment area containing approximately 15 acres known as the Azusa Badillo Commercial Center (the "Azusa Badillo Site"), which includes Parcel 1 and Parcel 2 and is defined in the Design for Development.

c. Following discussions among the City and the Owner, the parties have agreed that for a period of five years from the Effective Date (the "Restricted Period"), the City will have the opportunity to encourage and promote the development of the Azusa Badillo Site, excluding Parcel 1, in a manner that is reasonably consistent with the vision set forth in the Design for Development.

d. To further the City's efforts during the Restricted Period, Owner has agreed that prior to developing any portion of Parcel 2, Owner will present any proposed development concept to the City and the City has agreed that it will not unreasonably withhold its consent to Owner's proposed

development concept provided the concept is reasonably consistent with the Design for Development.

e. Owner has also agreed that if, during the Restricted Period, the City presents one or more proposed tenants to occupy all or any portion of Parcel 2, Owner will not unreasonably withhold its consent to the proposed tenant(s) and will agree to use reasonable business efforts to negotiate a lease with the proposed tenant(s).

f. The parties have also agreed that following the Restricted Period, the Design for Development shall no longer be applicable to Parcel 2 or to any portion of the Azusa Badillo Site that is then owned or thereafter acquired or controlled by Owner.

g. The parties have also agreed that if the City considers a development proposal consisting of all or any portion of the Azusa Badillo Site that includes all or any portion of Parcel 2, Owner shall receive written notice of such proposal and have a reasonable opportunity to participate as developer. In addition, the parties have agreed that Owner shall have the right at any time during the Restricted Period to propose the development of all or any portion of the Azusa Badillo Site, and so long as the proposed development is reasonably consistent with the Design for Development, the City has agreed to consider on a good faith basis said proposal.

2. Development of Phase 2.

a. Development During the Restricted Period.

If Owner proposes to develop all or any portion of Parcel 2,

Owner shall present in writing its proposed development concept to the City Manager, the City Planner and the Community Development Director. Within thirty (30) days following receipt by the City of Owner's proposed development concept for Parcel 2, the City shall review Owner's proposed concept and shall advise Owner if the proposed development concept is approved, or if not approved, the reasons for the disapproval. The City agrees not to unreasonably withhold its approval to Owner's proposed development for Parcel 2, provided the proposed development is reasonably consistent with the Design for Development. If City fails to respond within such thirty (30) day period, Owner's proposed development concept shall be deemed approved, and Owner will be authorized to proceed with the processing of its proposed development concept for Parcel 2 in accordance with the Applicable Rules.

If, during the Restricted Period, the City presents one or more proposed tenants to Owner to occupy all or any portion of Parcel 2, Owner agrees not to unreasonably withhold its consent to the proposed tenant(s) and agrees to use reasonable business efforts to negotiate a lease with the proposed tenant(s). The term, rental and other terms and conditions of any such lease shall be subject to the reasonable approval of the Owner.

3. Development of Azusa Badillo Site.

a. Development by Owner. Owner shall have the right, at any time during the Restricted Period, to propose a development of all or any portion of the Azusa Badillo Site, and

so long as the proposed development is reasonably consistent with the Design for Development, the City shall consider on a good faith basis the proposed development.

b. Development by City. If at any time during the Restricted Period the City considers a development proposal of Azusa Badillo Site that includes all or any portion of Parcel 2, the City shall promptly notify Owner in writing of the proposal and Owner shall have a reasonable opportunity to become the developer of the proposed development.

4. Expiration of Design for Development. Following the expiration of the Restricted Period, the Design for Development shall no longer apply to development within Parcel 2 or all or any portion of the Azusa Badillo Site then owned or thereafter acquired by Owner, and any proposed development by Owner shall be permitted by the City provided the proposed development is reasonably consistent with the Applicable Rules.

5. Parcel 1. None of the foregoing restrictions of this Section IV.K. shall be applicable to Parcel 1.

SECTION V. GENERAL PROVISIONS.

A. Covenants Run with the Land. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, reorganization, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any

manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors and assigns. All of the provisions of this Agreement shall constitute covenants running with the land.

B. Transfers and Assignments.

1. Right to Assign. Owner shall have the right to sell, assign or transfer all or portions of the real property comprising the Property to any person at any time during the term of this Agreement; provided, however, neither Owner nor Owner's successor or assign, shall sell, assign or transfer all or any portion of the Parcel 1 Project without City's prior written consent, which consent shall not be unreasonably withheld; provided, further, however, this restriction on transfers affecting Parcel 1 shall terminate and be of no further force or effect when a certificate of occupancy has been issued for a newly constructed building on Parcel 1 totaling at least twelve thousand (12,000) square feet. City hereby consents to a sale of Parcel 1 by Owner to Walgreen Co.

2. Liabilities Upon Transfer. Upon the delegation of all duties and obligations and the sale, transfer or assignment of all or any portion of the Property, Owner shall be released from its obligations under this Agreement with respect to the Property, or portion thereof, so transferred arising subsequent to the effective date of such transfer if (i) Owner has provided to City ten days' written notice of such transfer and (ii) the transferee has agreed in writing to be subject to all of the provisions hereof applicable to the portion of the

Property so transferred. Upon any transfer of any portion of the Property and the express assumption of Owner's obligations under this Agreement by such transferee, City agrees to look solely to the transferee for compliance by such transferee with the provisions of this Agreement as such provisions relate to the portion of the Property acquired by such transferee. A default by any transferee shall only affect that portion of the Property owned by such transferee and shall not cancel or diminish in any way Owner's rights hereunder with respect to any portion of the Property not owned by such transferee. The transferee shall be responsible for the reporting and annual review requirements relating to the portion of the Property owned by such transferee, and any amendment to this Agreement between City and a transferee shall only affect the portion of the Property owned by such transferee.

C. Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. City acknowledges that the lender(s) providing such financing may require certain Agreement interpretations and modifications and agrees to meet, from time to time, with Owner and representatives of such lender(s) to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided

such interpretation or modification is consistent with the intent and purposes of this Agreement. Any mortgagee of a mortgage or a beneficiary of a deed of trust ("Mortgagee") of the Property shall be entitled to the following rights and privileges:

1. Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage or deed of trust on the Property made in good faith and for value.

2. If City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Owner under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten days of sending the notice of default to Owner. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

3. Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement; provided, however, in no event shall such Mortgagee be liable for any defaults or monetary obligations of Owner arising prior to acquisition of title to the Property by such Mortgagee, except that any such Mortgagee or its successors or assigns shall not be entitled to a building permit or occupancy certificate until all delinquent and current fees and other monetary obligations due under this Agreement for the

Property, or portion thereof, acquired by such Mortgagee have been paid to City.

D. Statement of Compliance. Within thirty days following any written request which either City or Owner may make from time to time, the other shall execute and deliver to the requesting party a statement certifying that: (1) this Agreement is unmodified and in full force and effect or, if there have been modifications hereto, that this Agreement is in full force and effect, as modified, and stating the date and nature of such modifications; (2) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such defaults; and (3) any other reasonable information requested. The failure to deliver such statement within such time shall be conclusive upon the party which fails to deliver such statement that this Agreement is in full force and effect without modification and that there are no uncured defaults in the performance of the requesting party. The City Manager shall be authorized to execute any such statement.

E. Default. Failure by City or Owner to perform any term or provision of this Agreement for a period of thirty days from the receipt of written notice thereof from the other shall constitute a default under this Agreement, subject to extensions of time by mutual consent in writing. Said notice shall specify in detail the nature of the alleged default and the manner in which said default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within such 30-day period, the commencement of the cure

within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

Subject to the foregoing, after notice and expiration of the 30-day period without cure, the notifying party, at its option, may institute legal proceedings pursuant to this Agreement and/or give notice of intent to terminate this Agreement pursuant to Government Code Section 65868. Following such notice of intent to terminate, the matter shall be scheduled for consideration and review by the Council within thirty calendar days in the manner set forth in Government Code Sections 65867 and 65868. Following consideration of the evidence presented in said review before the Council and a determination that a default exists, the party alleging the default by the other party may give written notice of termination of this Agreement to the other party.

F. Annual Review. Pursuant to Government Code Section 65865.1, throughout the term of this Agreement, good faith compliance with the terms of this Agreement by Owner shall be reviewed by the Planning Commission at the regularly scheduled Planning Commission meeting next following each annual anniversary of the Effective Date. If as a result of such review, City reasonably determines, on the basis of substantial evidence presented at such meeting, that Owner has not complied in good faith with the terms and conditions hereof, City shall provide written notice thereof ("Notice of Non-Compliance"), stating in specific detail and specific reasons for such

finding. After City delivers the Notice of Non-Compliance, Owner shall have the right to cure such non-compliance as provided in Section V.E. above. In the event that Owner does not timely cure the non-compliance after a Notice of Non-Compliance is delivered by City or, if during the period which Owner must cure such default, Owner ceases to make reasonable efforts to effect such cure, City may proceed to terminate this Agreement on ten days' prior written notice to Owner in accordance with the termination procedure set forth in Section V.E. above. City's failure to perform an annual review pursuant to the terms of this Section V.F shall not constitute or be asserted as a default by Owner.

G. Default by City. The parties acknowledge that City would not have entered into this Agreement had it been exposed to damage claims from Owner for any default under this Agreement. As such, the parties agree that, subject to the provisions of Section V.J. below, in no event shall Owner be entitled to recover damages against City for any default under this Agreement.

H. Legal Action. Any party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof, or enforce by specific performance the obligations and rights of the parties hereto. City and Owner agree that in the event of a default by either of them of any provision of this Agreement, that the injured party's remedies shall be limited to equitable

relief. Subject to the provisions of Section V.J. below, in no event shall Owner or City be entitled to money damages against the other party.

Pursuant to Code of Civil Procedure Section 638, et seq., all legal actions shall be heard by a referee who shall be a retired judge from either the Los Angeles County Superior Court, the California Court of Appeal, the United States District Court or the United States Court of Appeals, provided that the selected referee shall have experience in resolving land use and real property disputes. Owner and City shall agree upon a single referee who shall then try all issues, whether of fact or law, and report a finding and judgment thereon and issue all legal and equitable relief appropriate under the circumstances of the controversy before such referee. If Owner and City are unable to agree on a referee within ten days of a written request to do so by either party hereto, either party may seek to have one appointed pursuant to Code of Civil Procedure Section 640. The cost of such proceeding shall initially be borne equally by the parties. Any referee selected pursuant to this Section V.H. shall be considered a temporary judge appointed pursuant to Article 6, Section 21 of the California Constitution. Notwithstanding the provisions of this Section V.H., either party shall be entitled to seek declaratory and injunctive relief in any court of competent jurisdiction to enforce the terms of this Agreement, or to enjoin the other party from an asserted breach thereof, pending the selection of

a referee as provided in this Section V.H., on a showing that the moving party would otherwise suffer irreparable harm.

I. Waiver; Remedies Cumulative. Failure by City or Owner to insist upon the strict performance of any of the provisions of this Agreement, irrespective of the length of time for which such failure continues, shall not constitute a waiver of the right to demand strict compliance with this Agreement in the future. No waiver by City or Owner of a default or breach of any other party shall be effective or binding upon it unless made in writing, and no such waiver shall be implied from any omission by City or Owner to take any action with respect to such default or breach. No express written waiver of any defaults or breach shall effect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified in such express waiver. One or more written waivers of a default or breach under any provision of this Agreement shall not be a waiver of any subsequent default or breach, and the performance of the same or any other term or provision contained in this Agreement. Subject to notice of default and opportunity to cure under Section V.E., all of the remedies permitted or available under this Agreement, at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

J. Future Litigation Expenses.

1. Payment to Prevailing Party. If City or Owner brings an action or proceeding (including, without limitation, any motion, order to show cause, cross-complaint, counterclaim, or third-party claim) by reason of defaults, breaches, or otherwise arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit including, but not limited to, reasonable attorneys' fees and expert witness fees.

2. Scope of Fees. Attorneys' fees under this Section shall include attorneys' fees on any appeal and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action. In addition to the foregoing award of attorneys' fees to the prevailing party, the prevailing party in any lawsuit shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

K. Term. This Agreement shall commence upon the Effective Date and continue through December 31, 2008 (the "Term"), unless said Term is otherwise terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the parties.

Following the expiration of the Term, this Agreement shall be deemed terminated and of no further force or effect; provided, however, such termination shall not affect any right

or duty arising from City approvals, including, without limitation, the Project Approvals, the Future Approvals, the Ministerial Approvals and any reimbursement agreement(s) entered into pursuant to the terms of this Agreement.

L. Permitted Delays; Supersedure by Subsequent Laws.

1. Permitted Delays. In addition to any specific provisions of this Agreement, performance of obligations hereunder shall be excused and the Term of this Agreement shall be similarly extended during any period of delay caused at any time by reason of: acts of God such as floods, earthquakes, fires, or similar catastrophes; wars, riots or similar hostilities; strikes and other labor difficulties beyond the party's control (including the party's employment force); the enactment of new laws or restrictions imposed or mandated by other governmental or quasi-governmental entities preventing this Agreement from being implemented; litigation involving this Agreement, the Project Approvals, the Future Approvals or the Ministerial Approvals, which directly or indirectly delays any activity contemplated hereunder; or other causes beyond the party's control. City and Owner shall promptly notify the other party of any delay hereunder as soon as possible after the same has been ascertained.

2. Supersedure by Subsequent Laws. If any federal or state law, made or enacted after the Effective Date prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to

comply with such new law. Immediately after enactment or promulgation of any such new law, City and Owner shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. Owner and/or City shall have the right to challenge the new law preventing compliance with the terms of this Agreement, and in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect. At Owner's sole option, the term of this Agreement may be extended for the duration of the period during which such new law precludes compliance with the provisions of this Agreement.

M. Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of the parties to this Agreement, in accordance with the provisions of Government Code Sections 65867 and 65868; provided, however, that any amendment which does not relate to the term, permitted uses, density or intensity of use, height or size of buildings, or provisions for reservation and dedication of land shall not require notice or public hearing, before the parties may execute an amendment hereto.

N. Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between City and Owner and the refinements and further development of the Project may demonstrate that clarifications are appropriate with respect to the details of performance of City and Owner. If and when, from time to time, during the term of this Agreement, City and Owner

agree that such clarifications are necessary or appropriate, they shall effectuate such clarifications through operating memoranda approved by City and Owner, which, after execution, shall be attached hereto. No such operating memoranda shall constitute an amendment to this Agreement requiring public notice or hearing. The City Attorney shall be authorized to make the determination whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such a character to constitute an amendment hereof pursuant to Section V.M. The City Manager may execute any operating memoranda hereunder without Council or Planning Commission action.

SECTION VI. MISCELLANEOUS.

A. Negation of Partnership. The Project constitutes private development, neither City nor Owner is acting as the agent of the other in any respect hereunder, and City and Owner are independent entities with respect to the terms and conditions of this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in the businesses of Owner, the affairs of City, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

B. No Third Party Beneficiary. This Agreement is not intended, nor shall it be construed, to create any third-party beneficiary rights in any person who is not a party, unless expressly otherwise provided.

C. Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

D. Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance, and the same shall remain in full force and effect, unless enforcement of this Agreement, as so invalidated, would be unreasonable or inequitable under all the circumstances or would frustrate the purposes of this Agreement and the rights and obligations of the parties hereto.

E. Construction of Agreement. The provisions of this Agreement and the Exhibits hereto shall be construed as a whole according to their common meaning and not strictly for or against Owner or City and consistent with the provisions hereof, in order to achieve the objectives and purposes. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa.

F. Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

G. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

H. Notices. Any notice shall be in writing and given by delivering the same in person or by sending the same by registered, or certified mail, return receipt requested, with postage prepaid, by overnight delivery, or by facsimile to the respective mailing addresses, as follows:

City: City of Covina
125 East College Street
Covina, CA 91723
Attention: City Manager
Facsimile: (626) 858-7208

Copy to: Oliver Vose Sandifer Murphy & Lee
281 South Figueroa Street, 2nd Floor
Los Angeles, CA 90012
Attention: Charles S. Vose, Esq.
Facsimile: (213) 621-2211

Owner: Evergreen Oak Plaza, Limited Partnership
200 North Maryland Avenue, Suite 201
Glendale, CA 91206-4236
Attention: Jeff Garrett
Facsimile: 818/240-1823

Copy to: Cox, Castle & Nicholson LLP
2049 Century Park East, Suite 2800
Los Angeles, CA 90067
Attention: Ronald I. Silverman, Esq.
Facsimile: 310/277-7889

Either City or Owner may change its mailing address at any time by giving written notice of such change to the other in the manner provided herein at least ten days prior to the date such

change is effected. All notices under this Agreement shall be deemed given, received, made or communicated on the earlier of the date personal delivery is effected or on the delivery date or attempted delivery date shown on the return receipt, air bill or facsimile.

I. Time is of the Essence. Time is of the essence of this Agreement and of each and every term and condition hereof.

J. Limitation of Liability. City hereby acknowledges and agrees that Owner's obligations under this Agreement are solely those of Evergreen Oak Plaza, Limited Partnership and in no event shall any present, past or future officer, director, shareholder, employee, partner, affiliate, manager, representative or agent of Owner ("Related Parties") have any personal liability, directly or indirectly, under this Agreement and recourse shall not be available against Owner or any Related Party in connection with this Agreement or any other document or instrument heretofore or hereafter executed in connection with this Agreement. The limitations of liability provided in this Section are in addition to, and not in limitation of, any limitation on liability applicable to Owner or any Related Party provided by law or in any other contract, agreement or instrument.

K. Right to Terminate Existing Owner. Owner is currently in escrow to purchase the Property from the Joseph K. & Inez Eichenbaum Foundation ("Existing Owner"). If Owner does not close escrow and acquire the Property from Existing Owner, Existing Owner shall have a right to terminate this Agreement by

furnishing City with a notice advising City that Owner has failed to close escrow and acquire the Property and that Existing Owner is electing to terminate this Agreement. Upon receipt by City of Existing Owner's written notice of its election to terminate, City shall take such action and execute and acknowledge such documents as shall be necessary to terminate this Agreement.

L. Recordation. In order to comply with Section 65868.5 of the Government Code, the parties do hereby direct the City Clerk to record a copy of this Agreement against the Property with the County Recorder of Los Angeles County within ten (10) days after the Effective Date.

IN WITNESS WHEREOF, Owner and City have executed this Agreement as of the date first hereinabove written.

"City"

CITY OF COVINA,
a municipal corporation

By: *Ali Altman*
Mayor

ATTEST: *Mary Jo Spittall*
City Clerk

Approved as to Form:

By: *Aracela L. Vasquez*
City Attorney

"Owner"

EVERGREEN OAK PLAZA, LIMITED
PARTNERSHIP, an Arizona limited
partnership

By: Evergreen Development
Company-1999, L.L.C., an
Arizona limited liability
company

Its: General Partner

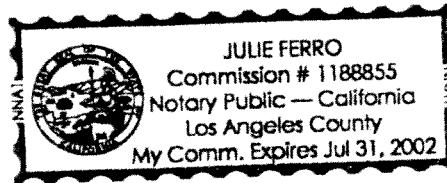
By: Evergreen Devco, Inc., a
California corporation
Its: Member and Manager

By: *Benedict Domenech*
Its: *President*

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On Dec. 14, 1999, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Bruce Pomehov, personally known to me/ (~~or 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 within instrument.
WITNESS my hand and official seal.

Julie Ferro
Notary Public



STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 1999, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me (or 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 within instrument.
WITNESS my hand and official seal.

Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF LOT 1, IN BLOCK 5 OF THE PHILLIPS TRACT, IN THE CITY OF COVINA, AS PER MAP RECORDED IN BOOK 9 PAGES 3 AND 4 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY SIDELINE OF AZUSA AVENUE, 66 FEET WIDE, WITH A LINE THAT IS PARALLEL WITH AND DISTANT 327.00 FEET NORTHERLY FROM THE CENTERLINE OF BADILLO AVENUE, AS MEASURED ALONG THE CENTERLINE OF SAID AZUSA AVENUE; THENCE ALONG SAID PARALLEL LINE NORTH 89° 19' 55" WEST 130.00 FEET; THENCE SOUTH 00° 03' 20" EAST, PARALLEL WITH SAID CENTERLINE OF AZUSA AVENUE, 87.00 FEET TO THE NORTHEASTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO MAURICE E. KOEBERLE AND WIFE RECORDED IN BOOK 28257 PAGE 225, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 89° 19' 55" WEST, PARALLEL WITH SAID CENTER LINE OF BADILLO AVENUE, A DISTANCE OF 266.87 FEET, MORE OR LESS, TO THE INTERSECTION WITH A LINE PARALLEL WITH SAID WESTERLY SIDELINE OF AZUSA AVENUE AND PASSING THROUGH A POINT IN THE SOUTHERLY SIDELINE OF SAN BERNARDINO ROAD, 66 FEET WIDE, THAT IS DISTANT THEREON SOUTH 85° 34' 00" WEST, 398.00 FEET FROM THE INTERSECTION OF THE EASTERLY PROLONGATION OF SAID SOUTHERLY SIDELINE OF SAN BERNARDINO ROAD WITH THE NORTHERLY PROLONGATION OF SAID WESTERLY SIDELINE OF AZUSA AVENUE, THENCE NORTH 00° 03' 20" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 646.02 FEET, MORE OR LESS, TO SAID POINT IN THE SOUTHERLY SIDELINE OF SAN BERNARDINO ROAD; THENCE NORTH 85° 34' 00" EAST ALONG SAID SOUTHERLY LINE 358.00 FEET; THENCE SOUTH 47° 14' 48" EAST, 54.37 FEET, MORE OR LESS, TO A POINT IN SAID WESTERLY SIDELINE OF AZUSA AVENUE THAT IS DISTANT THEREON SOUTH 00° 03' 20" EAST 40.00 FEET, FROM THE INTERSECTION OF THE EASTERLY PROLONGATION OF THE SOUTHERLY SIDELINE OF SAN BERNARDINO ROAD WITH THE NORTHERLY PROLONGATION OF THE WESTERLY SIDELINE OF AZUSA AVENUE, THENCE SOUTH 00° 03' 20" EAST ALONG SAID WESTERLY SIDE LINE 554.41 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THOSE PORTIONS OF SAID LAND BOUNDED BY THE FOLLOWING DESCRIBED LINES:

BEGINNING AT A POINT IN THE WESTERLY LINE OF AZUSA AVENUE, FORMERLY SIERRA STREET, AS SHOWN ON SAID MAP, DISTANT SOUTHERLY THEREON 158 FEET FROM THE INTERSECTION OF SAID WESTERLY LINE WITH THE SOUTHERLY LINE OF SAN BERNARDINO ROAD, AS SHOWN ON SAID MAP; THENCE NORTHERLY ALONG SAID WESTERLY LINE 158 FEET TO SAID SOUTHERLY LINE; THENCE WESTERLY ALONG SAID SOUTHERLY LINE 167 FEET; THENCE SOUTHERLY AT RIGHT ANGLES WITH SAID SOUTHERLY LINE TO A LINE DRAWN AT RIGHT ANGLES WITH SAID WESTERLY LINE, AND WHICH PASSES THROUGH THE POINT OF BEGINNING; THENCE EASTERLY IN A DIRECT LINE TO THE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND AS GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED AUGUST 22, 1957 AS INSTRUMENT NO. 1792, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF AZUSA AVENUE, 66 FEET WIDE, WITH A LINE PARALLEL WITH AND DISTANT NORTH $00^{\circ} 28' 27''$ WEST, 327.00 FEET FROM THE CENTER LINE OF BADILLO AVENUE, MEASURED ALONG THE CENTER LINE OF SAID AZUSA AVENUE; THENCE ALONG SAID PARALLEL LINE NORTH $89^{\circ} 44' 51''$ WEST, TO A LINE PARALLEL WITH AND DISTANT 17.00 FEET, MEASURED AT RIGHT ANGLES FROM SAID WEST LINE OF AZUSA AVENUE; THENCE ALONG SAID PARALLEL LINE NORTH $00^{\circ} 28' 27''$ WEST, 434.79 FEET, MORE OR LESS, TO A LINE AT RIGHT ANGLES TO SAID WEST LINE AND WHICH PASSES THROUGH A POINT IN SAID WEST LINE, DISTANT THEREON SOUTH $00^{\circ} 28' 27''$ EAST 158.00 FEET FROM THE SOUTH LINE OF SAN BERNARDINO ROAD SHOWN ON SAID MAP; THENCE ALONG SAID LAST DESCRIBED LINE NORTH $89^{\circ} 31' 33''$ EAST 17.00 FEET TO SAID WEST LINE; THENCE ALONG SAID WEST LINE, SOUTH $00^{\circ} 28' 27''$ EAST 436.42 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND AS GRANTED TO THE CITY OF COVINA, BY DEED RECORDED APRIL 3, 1967 AS INSTRUMENT NO. 1822, DESCRIBED AS FOLLOWS:

THE NORTHERLY 7.00 FEET, MEASURED AT RIGHT ANGLES, OF SAID LAND, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY SIDE LINE OF AZUSA AVENUE, 66 FEET WIDE, WITH A LINE THAT IS PARALLEL WITH AND DISTANT 327.00 FEET NORTHERLY FROM THE CENTER LINE OF BADILLO AVENUE, AS MEASURED ALONG THE CENTER LINE OF SAID AZUSA AVENUE, THENCE ALONG SAID PARALLEL LINE NORTH $89^{\circ} 19' 55''$ WEST 130.00 FEET; THENCE SOUTH $00^{\circ} 03' 20''$ EAST, PARALLEL WITH SAID CENTER LINE OF AZUSA AVENUE, 87.00 FEET TO THE NORTHEASTERLY CORNER OF THE LAND DESCRIBED IN DEED TO ALICE B. KOEBERLE, RECORDED IN BOOK 28257 PAGE 225, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH $89^{\circ} 19' 55''$ WEST, PARALLEL WITH SAID CENTER LINE OF BADILLO AVENUE, A DISTANCE OF 266.87 FEET, MORE OR LESS, TO THE

INTERSECTION WITH A LINE PARALLEL WITH SAID WESTERLY SIDE LINE OF AZUSA AVENUE AND PASSING THROUGH A POINT IN THE SOUTHERLY SIDE LINE OF SAN BERNARDINO ROAD, 66 FEET WIDE, THAT IS DISTANT THEREON SOUTH 85° 34' 00" WEST 398.00 FEET FROM THE INTERSECTION OF THE EASTERLY PROLONGATION OF SAID SOUTHERLY SIDE LINE OF SAN BERNARDINO ROAD WITH THE NORTHERLY PROLONGATION OF SAID WESTERLY SIDE LINE OF AZUSA AVENUE; THENCE NORTH 00° 03' 20" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 646.02 FEET, MORE OR LESS, TO SAID POINT IN THE SOUTHERLY SIDE LINE OF SAN BERNARDINO ROAD; THENCE NORTH 85° 34' 00" EAST ALONG SAID SOUTHERLY LINE 358.00 FEET; THENCE SOUTH 47° 14' 48" EAST, 54.37 FEET, MORE OR LESS, TO A POINT IN SAID WESTERLY SIDE LINE OF AZUSA AVENUE THAT IS DISTANT THEREON SOUTH 00° 03' 20" EAST 40.00 FEET FROM SAID INTERSECTION OF THE EASTERLY PROLONGATION OF THE SOUTHERLY SIDE LINE OF SAN BERNARDINO ROAD, WITH THE NORTHERLY PROLONGATION OF THE WESTERLY SIDE LINE OF AZUSA AVENUE; THENCE SOUTH 00° 03' 20" EAST ALONG SAID WESTERLY SIDE LINE 554.41 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THOSE PORTIONS OF SAID LAND BOUNDED BY THE FOLLOWING DESCRIBED LINES:

BEGINNING AT A POINT IN THE WESTERLY LINE OF AZUSA AVENUE, FORMERLY SIERRA STREET, AS SHOWN ON SAID MAP, DISTANT SOUTHERLY THEREON 158 FEET FROM THE INTERSECTION OF SAID WESTERLY LINE WITH THE SOUTHERLY LINE OF SAN BERNARDINO ROAD, AS SHOWN ON SAID MAP; THENCE NORTHERLY ALONG SAID WESTERLY LINE 158 FEET TO SAID SOUTHERLY LINE; THENCE WESTERLY ALONG SAID SOUTHERLY LINE 167 FEET; THENCE SOUTHERLY AT RIGHT ANGLES WITH SAID SOUTHERLY LINE TO A LINE DRAWN AT RIGHT ANGLES WITH SAID WESTERLY LINE, AND WHICH PASSES THROUGH THE POINT OF BEGINNING; THENCE EASTERLY IN A DIRECT LINE TO THE POINT OF BEGINNING.

TO BE KNOWN AS SAN BERNARDINO ROAD.

ALSO EXCEPT THE PRECIOUS METALS AND ORES THEREOF, AS RETAINED IN THE DEED OF PARTITION BETWEEN JOHN ROWLAND AND WILLIAM WORKMAN, RECORDED IN BOOK 10 PAGES 39, OF DEEDS.

PARCEL 2:

THAT PORTION OF ACREAGE LOT 1 IN BLOCK 5 OF THE PHILLIPS TRACT, AS SHOWN ON MAP RECORDED IN BOOK 9 PAGE 4 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED BY THE FOLLOWING DESCRIBED LINES:

BEGINNING AT A POINT IN THE WESTERLY LINEN OF AZUSA AVENUE, FORMERLY SIERRA STREET, AS SHOWN ON SAID MAP, DISTANT SOUTHERLY THEREON 158 FEET FROM THE INTERSECTION OF SAID WESTERLY LINE WITH THE SOUTHERLY LINE OF SAN BERNARDINO ROAD AS SHOWN ON SAID MAP; THENCE NORTHERLY ALONG SAID WESTERLY LINE 158 FEET TO SAID SOUTHERLY LINE; THENCE WESTERLY ALONG SAID SOUTHERLY LINE 167 FEET; THENCE SOUTHERLY AT RIGHT ANGLES WITH SAID SOUTHERLY LINE TO A LINE DRAWN AT RIGHT ANGLES WITH SAID WESTERLY LINE, AND WHICH PASSES THROUGH THE POINT OF BEGINNING; THENCE EASTERLY IN A DIRECT LINE TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

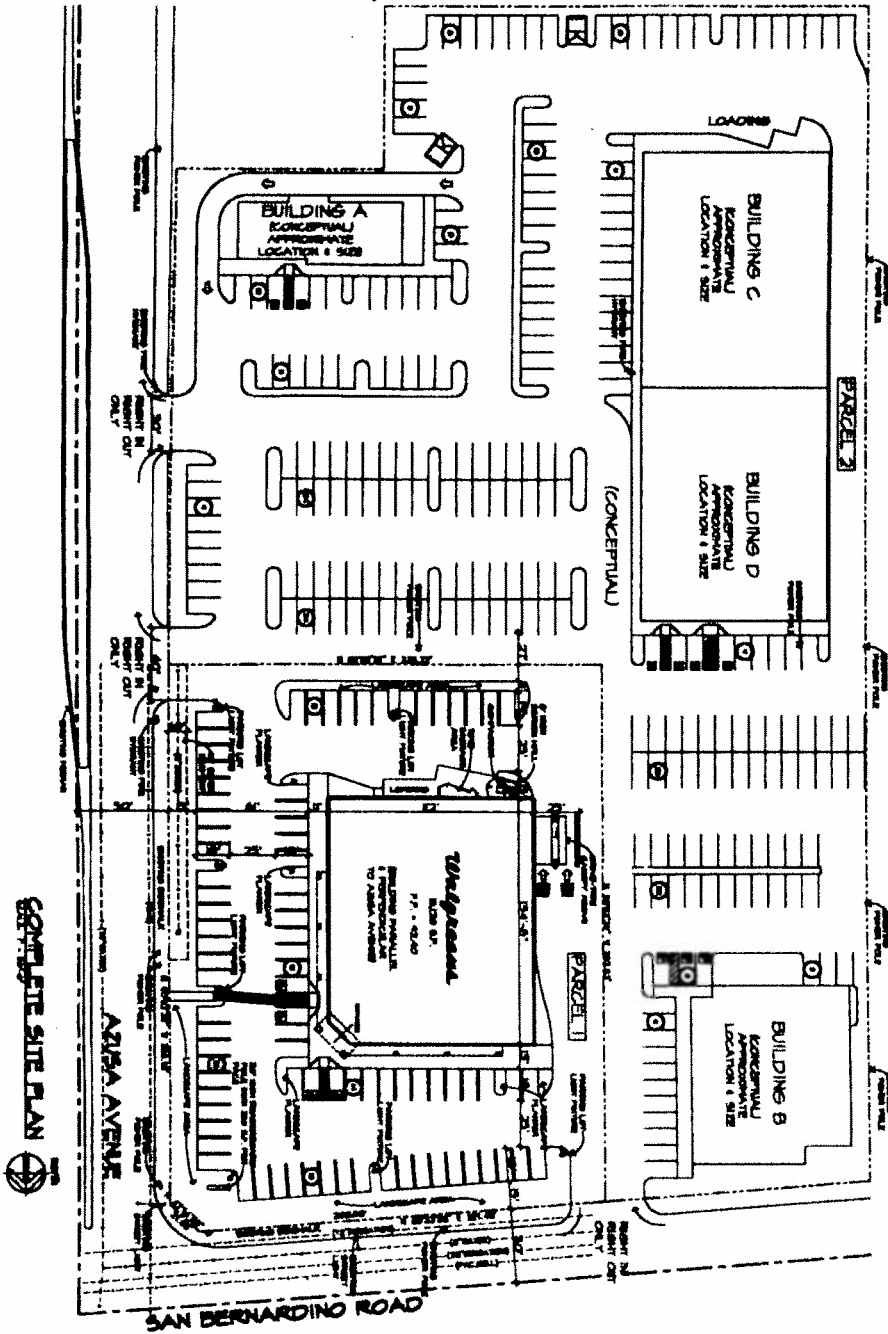
BEGINNING AT THE INTERSECTION OF THE WEST LINE OF AZUSA AVENUE; 66 FEET WIDE, AS SHOWN AS SIERRA STREET, ON SAID MAP WITH THE SOUTH LINE OF SAN BERNARDINO ROAD, 66 FEET WIDE, SHOWN AS SAN BERNARDINO ROAD ON SAID MAP; THENCE WESTERLY ALONG SAID SOUTH LINE OF SAN BERNARDINO ROAD, A DISTANCE OF 40 FEET; THENCE SOUTHEASTERLY IN A DIRECT LINE TO A POINT IN SAID WESTERLY LINE OF AZUSA AVENUE; DISTANT SOUTHERLY THEREON 40 FEET FROM SAID SOUTH LINE OF SAN BERNARDINO ROAD; THENCE NORTHERLY ALONG SAID WEST LINE OF AZUSA AVENUE, 40 FEET TO THE POINT OF BEGINNING; AS GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED AUGUST 20, 1948 IN BOOK 28036 PAGE 128, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND AS GRANTED TO THE STATE OF CALIFORNIA, BY DEED RECORDED JUNE 6, 1957 AS INSTRUMENT NO. 1946 IN BOOK 54714 PAGE 418, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF AZUSA AVENUE, 66 FEET WIDE, DISTANT THEREON 40.00 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF SAN BERNARDINO ROAD, 66.00 FEET WIDE, SAID POINT BEING THE MOST SOUTHERLY CORNER OF THE PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED IN BOOK 28036 PAGE 128, OFFICIAL RECORDS; THENCE SOUTHERLY ALONG SAID WEST LINE 118.00 FEET; THENCE WESTERLY AT RIGHT ANGLES FROM SAID WEST LINE TO A LINE PARALLEL WITH AND DISTANT WESTERLY 17.00 FEET, MEASURED AT RIGHT ANGLES, FROM SAID WEST LINE, THENCE NORTHERLY ALONG SAID PARALLEL LINE 133.75 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL OF LAND; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE TO THE POINT OF BEGINNING.

ALSO EXCEPT THE PRECIOUS METALS AND ORES THEREOF, AS RETAINED IN THE DEED OF PARTITION BETWEEN JOHN ROWLAND AND WILLIAM WORKMAN RECORDED IN BOOK 10 PAGE 39, OF DEEDS.

EXHIBIT "B"
SITE PLAN



COMPLETE SITE PLAN

SITE PLAN NOTES:

AREA

	LEGAL DESCRIPTION: TRACT 10000, COUNTY OF MARICOPA, ARIZONA
	SITE DATA (OVERALL): NET SITE AREA: 1.44 AC / 124,800 S.F. BUILDING AREA: 51,200 S.F. BUILDING HEIGHT: (8) 9 TOHRS / 30' 21.18M LOT COVERAGE: 100% S.F. / 100% PAVEMENT PROVIDED: 24,400 S.F. / 2248M ²
SITE DATA (OVERALL): NET SITE AREA: 0.49 AC / 42,340 S.F. BUILDING AREA: 5,796 S.F. LOT COVERAGE: 21.48% PAVEMENT PROVIDED: 8,440 S.F. / 778M ²	APPLICANTS: FORENSIC DESIGN, INC. 14111 JENSEN AVENUE, STE. 1201 GARDEN GROVE, CALIFORNIA 92648 (949) 240-8171 (949) 240-8233 FAX
OWNER: BORNHAYN FOUNDATION ATTN: STEVE BORNHAYN 10000 W. WILLOW AVENUE, UNIT 100 BELLFLOWER, CALIFORNIA 91706 (714) 941-8771 (714) 941-3244 FAX	YICINITY MAP

DSD-1

Walgreens
STORE #01
5900 ARMA & SAN BERNARDINO
COVINA, CALIFORNIA

COMPLETE WITH PLAN

ROBERT KUNCEK ARCHITECTS AND ASSOCIATES, INC.
2233 EAST THOMAS ROAD
PHOENIX, ARIZONA 85016
FAX NO. (602) 855-5486
(602) 855-3900



EXHIBIT "C"

**NOTICE OF ANNEXATION OF ADDITIONAL
PROPERTY TO DEVELOPMENT AGREEMENT**

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Cox, Castle & Nicholson LLP
2049 Century Park East, 28th Floor
Los Angeles, CA 90067
Attn: Ronald I. Silverman, Esq.

RECORDING FEES EXEMPT PURSUANT TO
GOVERNMENT CODE SECTION 27383

City Clerk

Space Above Line For Recorder's Use Only

RECITALS

A. On or about _____, 1999, the City of Covina, California ("City") and Evergreen Oak Plaza, LP ("Developer") entered into that certain Development Agreement (the "Agreement"), dated _____, and recorded in the Office of the County Recorder on or about _____, 1999, [insert Recording Information].

B. Section IV(J) of the Agreement authorizes Developer, [or Successor-in-Interest] subject to receipt of City's prior written consent, which consent shall not be unreasonably withheld, to cause property in which Developer has an equitable or a legal interest located adjacent to or in the vicinity of the Property covered by the Development Agreement within the area bounded by San Bernardino Road, Azusa Avenue, Badillo Street and Lark Ellen Avenue ("Additional Property"), to become subject to the terms and conditions of the Agreement by execution and recording of this "Notice of Annexation of Additional Property to Development Agreement" ("Notice").

C. Developer has acquired a legal and equitable interest in the Additional Property as legally described in Exhibit "A" attached hereto and incorporated herein by this reference.

Section 1. Pursuant to the Agreement, Developer and City, by execution and recordation of this Notice agree that the Property described in Exhibit "A" as attached hereto is subject to all of the terms and conditions of the Agreement.

Section 2. The parties to this Notice warrant that they are authorized to execute this Notice.

"City"

CITY OF COVINA,
a municipal corporation

"Owner" [or Successor-in-Interest]

EVERGREEN OAK PLAZA, LIMITED
PARTNERSHIP, an Arizona limited
partnership

By: _____
Mayor

ATTEST: _____
City Clerk

Approved as to Form:

By: _____
City Attorney

By: Evergreen Development
Company-1999, L.L.C., an
Arizona limited liability
company
Its: General Partner

By: Evergreen Devco, Inc., a
California corporation
Its: Member and Manager

By: _____

Its: _____