

Recording Requested by,)
and When Recorded Mail To:)
)
Coalinga Redevelopment Agency)
155 W. Durian Avenue)
Coalinga, California 93210)
Attn. Economic Development Coord.)

No recording or filing fee required; This document
exempt from fee pursuant to California
Government Code sections 6103 and 27383.

CITY OF COALINGA

FACADE EASEMENT AND MAINTENANCE COVENANT

_____ STREET, COALINGA, CA

APN NO. _____

This Facade Easement and Maintenance Covenant (“Agreement”) is entered into between _____ (“Grantor”) [_____, _____ (“Tenant”)] and the Redevelopment Agency of the City of Coalinga (“Agency” or “Grantee”) Effective on _____ 201_ (“Effective Date”) as follows:

1. Facade Easement. Pursuant to Agency’s Storefront Improvement Program, Grantor [and/or Tenant] has agreed to make improvements (“Storefront Improvements”) to Grantor’s property located at _____ in the City of Coalinga, as described in **Exhibit A** (“Property”). In exchange for a rebate of _____ Dollars (\$_____.__) for all or a portion of the costs of the Storefront Improvements, Grantor grants to Agency a “Facade Easement” over, through, and across the Property. Grantor [and Tenant] also agree(s) to maintain the Storefront Improvements and the Property as set forth in this Agreement.

2. Maintenance Covenant.

a. Grantor [and Tenant] Obligations. Grantor [and Tenant] agree(s), and bind(s) all successors in interest to the Property, to maintain the Storefront Improvements and other improvements on the Property, in “First Class Condition and Repair” (“First Class Condition”) and in accordance with approved plans. First Class Condition shall be given a commonly accepted objective interpretation. If the parties disagree as to the meaning of First Class Condition, those terms shall be deemed to mean not less than the equivalent of maintenance for a “Class A Office Building” in Fresno County.

Grantor [and Tenant] shall:

- Maintain the Property in accordance with all applicable laws, rules, ordinances, orders, and regulations, whether federal, state, county, municipal, or issuing from other governmental agencies and bodies having or claiming jurisdiction.
- Keep the Property free from all graffiti and any accumulation of debris or waste material.
- Repair and replace improvements and fixtures as necessary to keep the Property in First Class Condition.
- Promptly remove all graffiti.
- Maintain landscaping in a healthy condition and replace landscaping with approved plants and materials as needed to keep the landscaping in First Class Condition.

b. Notice of Breach: Right to Cure Breach. Agency shall provide written notice to Grantor [and Tenant] of any breach of this Maintenance Covenant. Agency and the City of Coalinga may enter the Property and cure the breach if Grantor [or Tenant] fails to cure a breach within ten (10) days after the written notice, with respect to landscaping, graffiti, debris, waste material, or general maintenance; or, thirty (30) days after the written notice with respect to building improvements, Agency and City of Coalinga's right to enter and cure the breach will be in addition to any other remedy Agency or the City of Coalinga may have at law or in equity.

c. Costs to Cure: Lien on Property. The Owner(s) [and Tenant(s)] of the Property shall be jointly and severally liable for the costs to cure any breach of the Maintenance Covenant, and Agency and the City of Coalinga may collect those costs in any lawful manner. If not paid within fifteen (15) days after written notice of the amount, the costs shall bear interest at the rate of ten percent (10%) per year. Grantor [and Tenant] shall be liable for attorneys' fees and other costs or fees incurred in collecting the maintenance costs. In addition, Agency and the City of Coalinga may assess and lien the Property for those costs plus a fifteen percent (15%) administrative charge, by recording a "Notice of Claim of Lien" against the Property. Upon recordation of a Notice of a Claim of Lien, such lien shall constitute a lien on the Property prior and superior to all other monetary liens except: (i) all taxes, bonds, assessments, and other levies which, by law, would be superior thereto; and (ii) the lien or charge of any mortgage, deed of trust, or other security interest then of record made in good faith and for value.

3. Hold Harmless and Indemnification. Grantor [**and Tenant**] assume(s) full responsibility for accidents or damages which may arise out of use of the Property, including without limitation from construction and maintenance of the Storefront Improvements, construction and maintenance of other Property improvements, and maintenance of the Property. In that regard, Grantor [**and Tenant**] agree(s) to defend, indemnify and hold harmless Agency, the City of Coalinga, and their elective and appointive boards, officers, agents, employees and volunteers from any and all claims, liabilities, expenses or damages of any nature, including reasonable attorney fees (“Liabilities”), arising out of or in any way connected with Grantor’s [**and Tenant’s**] obligations under this Agreement and use of the Property, except where such Liabilities are caused by the sole negligent or intentional conduct of Agency or the City of Coalinga.

4. Insurance. Grantor [**and Tenant**] shall at all times during the term of this Agreement maintain bodily injury and property damage liability insurance insuring against the risks identified in Paragraph 3, and casualty insurance protecting the property from accidental damage caused by fire, wind, rain, vandalism, and other commonly protected occurrences, and shall provide proof of said insurance to the Agency.

5. Covenant Running With Land: Binding on Successors. Grantor’s [**and Tenant’s**] obligations hereunder concern the Property and shall be binding on all successive owners or assigns of the Property, and the parties agree that the Provisions of this Agreement shall run with the land.

6. Term of Agreement. This Agreement and the Facade Easement created hereunder shall terminate ten (10) years after the Effective date (on _____, 20__).

7. Service of Notices. Notices required under this Agreement shall be provided as follows:

Grantor: Owner Copy to: _____
(Primary Store Address _____
Address) Coalinga, California 93210 _____

[Tenant: Owner Copy to: _____
(Primary Store Address _____
Address) Coalinga, California 93210 _____]

Agency: Economic Development Coordinator Copy to: _____
(Primary 155 W. Durian Avenue _____
Address) Coalinga, California 93625 _____

Any written notice, demand or communication shall be deemed received immediately if delivered by hand, 24 hours after delivery to a receipted, overnight delivery service such as Federal Express, and shall be deemed received on the fifth (5th) day from the date it is postmarked if delivered by registered or certified mail.

The first delivery of notice shall be considered to have triggered any timelines established by this Agreement. For example, if Agency hand delivers notice to cure a breach at the "Primary Address" and on the same day mails notice to a "Copy to" address (if applicable), the Notice shall be deemed to have been received on the hand delivered date.

Signatures on Next Page

IN WITNESS WHEREOF, Agency and Grantor [*and Tenant*] have executed this Agreement as of the Effective Date and Grantor grants to Agency this Facade Easement and Maintenance Covenant.

_____ (GRANTOR)

By: _____

[_____ (*TENANT*)

By: _____]

COALINGA REDEVELOPMENT AGENCY (AGENCY)

By: _____
Bill Skinner
Executive Director

ACCEPTANCE OF FACADE EASEMENT AND MAINTENANCE COVENANT

This is to certify that the interest in real property conveyed by this Facade Easement from _____ to the Coalinga Redevelopment Agency is hereby accepted by the undersigned officer on behalf of the Agency pursuant to authority conferred by minute order of the Agency adopted by its governing board on ____ 201__, and the Agency as grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 201__

COALINGA REDEVELOPMENT AGENCY

By: _____
Bill Skinner
Executive Director

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

NOTES:

- 1. This Document to be Completed After Completion of the Storefront Improvements and as a Condition of the Rebate**
- 2. The Tenant Portions are to be Completed Only if a Tenant is Making the Improvements. Otherwise those references should be deleted.**
- 3. Have Signatures Notarized and Attach All Purpose California Acknowledgment.**
- 4. Insert Exhibit A Legal Description**

