

ATTACHMENT NO. 2

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

Community Development Director
City of West Covina
1444 West Garvey Avenue South
West Covina, CA. 91790

(Space Above Line for Recorder's Use Only)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is entered into and effective as of _____ 2024 (the "Effective Date"), by and between NATURAL GREEN FARMING LLC, a California limited liability company ("**Grantor**"), and THE CITY OF WEST COVINA, a municipal corporation in the County of Los Angeles, State of California ("**Grantee**"), on the basis of the following facts:

RECITALS

A. Grantor is the owner of that certain real property located in the County of Los Angeles, State of California, more particularly described on Exhibit A attached hereto (the "**Grantor's Parcel**").

B. Grantee is requiring easements for pedestrian access and traffic signal maintenance over a portion of the Grantor's Parcel, more particularly described and depicted on Exhibit B attached hereto (the "**Easement Area**").

C. Grantor and Grantee (collectively, the "**Parties**") now desire to enter into this Agreement for the purpose of establishing such easements, subject to the terms and conditions set forth herein.

AGREEMENT

IT IS HEREBY AGREED, on the basis of the foregoing facts and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as follows:

1. Grant of Easements. Grantor hereby grants to Grantee (i) for the benefit of the public, a non-exclusive easement for purposes of pedestrian access upon, over, on, across and through the Easement Area, together with the right to grant all or a portion to others (the "**Pedestrian Access Easement**"), and (ii) a non-exclusive easement for traffic signal purposes, including the right to, at its own cost and expense, construct, use, maintain, alter, add to, repair, replace, and remove all facilities therefor or connected therewith, upon, over, on, across and through the Easement Area, together with the right to grant all or a portion to others (the "**Traffic Signal Easement**"), and together with the Pedestrian Access Easement, collectively, the "**Easements**"). Grantee shall have the right to take all actions necessary with respect to the maintenance and repair of the Easements.

2. Maintenance. Grantee at all times shall maintain the Easements in good and safe condition and repair and in compliance with all laws, at Grantee's sole cost and expense.

3. Indemnity. Grantee shall indemnify, defend and hold harmless Grantor from and against any and all claims, demands, causes of action, damages, liabilities, suits and expenses (including reasonable attorneys' fees) for property damage or bodily injury arising out of exercising the rights hereunder by Grantee or its Permitted Users, except to the extent the property damage or bodily injury is caused by the gross negligence or willful misconduct of Grantor.

4. Insurance. Grantee shall procure and maintain in full force and effect, at all times while this Agreement is in effect, general public liability and property damage insurance against claims for personal injury, death or property damage occurring upon, arising out of the use of the Easements granted herein, to afford protection to the limit of not less than One Million Dollars (\$1,000,000.00) for injury or death of a single person, and to the limit of not less than One Million Dollars (\$1,000,000.00) for any one occurrence, and to the limit of not less than One Hundred Thousand Dollars (\$100,000.00) for property damage. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by Grantee which may cover other property in addition to the property covered by this Agreement. Grantor shall be named as an additional insured under all policies of such insurance.

5. Non-Interference. Grantor shall not (and shall not permit its tenants, permittees or other occupiers of the Grantor's Parcel to) (a) unreasonably limit or interfere with Grantee's use of the Easement, or (b) obstruct or permit any obstruction to any part of the Easement Area.

6. Performance of Work. Grantee covenants that it shall perform all work required and exercise all rights granted hereunder at its sole cost and expense and in a safe and clean manner and shall minimize any interference with Grantor's Parcel, and it shall at all times comply with applicable laws, rules, regulations, ordinances and rulings applicable to the Grantor's Parcel. Grantee shall provide Grantor not less than five (5) business days' notice (in accordance with Section 6 below) prior to commencing any work on the Grantor's Parcel.

7. Term. This Agreement and the Easement granted herein shall continue in full force and effect in perpetuity. Notwithstanding anything to the contrary contained herein, this Agreement shall terminate in all events with the unanimous written consent of all of the Parties and all mortgagees or trust deed beneficiaries.

8. Easements to Run With the Land. The easement and the covenants herein shall run with the land and shall be binding on the successors, heirs, and assigns of all parties hereto.

9. Notices. Any notice, payment, demand, offer or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if sent by registered or certified mail, postage and charges prepaid, or by overnight courier addressed to the applicable Party as set forth below:

To Grantor: Natural Green Farming, LLC
 1731 W. San Bernardino Rd.
 West Covina, CA. 91790

Attn: _____

To Grantee: City of West Covina
1444 West Garvey Avenue South
West Covina, CA. 91790
Attn: _____

Any such notice shall be deemed to be given on the date of delivery to the address set forth above as may be changed from time to time, or the date of refusal of delivery. The address for notice may be changed by either party by giving notice of such change to the other party in the manner provided herein for giving notice. For the purposes of changing such address, unless and until such written notice is received, the last address stated herein shall be deemed to continue in effect for all purposes.

10. Amendment. This Agreement may only be changed by a written amendment executed by all the Parties.

11. Attorneys' Fees. In any lawsuit to interpret or enforce this Agreement, the prevailing party shall be entitled to recover its reasonable court costs and reasonable attorneys' fees from the opposing party.

12. Interpretation. This Agreement shall be interpreted and construed in accordance with the laws of the State of California. The Parties acknowledge that this Agreement represents a negotiated document reflecting a joint effort in the drafting of its provisions. As a result, neither Party shall be viewed as a drafter with respect to interpretation of this Agreement.

13. Partial Invalidity. If any provision of this Agreement is determined (by a court of competent jurisdiction) to be unenforceable or void under applicable law, that provision shall be deleted, but the remaining provisions shall remain in full force and effect.

14. No Waiver. A waiver of any right under this Agreement must be set forth in writing and signed by the waiving Party in order to be effective. Any waiver shall be strictly construed and shall not waive any rights not expressly set forth in the written waiver.

15. Time of the Essence. Time is expressly of the essence as to every act and obligation set forth in this Agreement.

16. Counterparts. This Agreement may be signed in counterparts.

17. Incorporation. The recitals hereto and all exhibits, schedules and attachments attached to this Agreement are incorporated herein and made a part of this Agreement by this reference.

18. Section Titles. Section titles in this Agreement are for convenience only and shall not be construed to alter the content of sections.

19. Cooperation. The Parties shall reasonably cooperate with each other in connection with this Agreement.

20. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit

of the (a) Parties and their respective heirs, successors and permitted assigns; and (b) all future owners of any portion of the Real Property.

21. Merger. This Agreement, together with any documents referred to herein, sets forth the full agreement between the Parties regarding the matters addressed in this Agreement. All prior agreements and understandings that conflict with the foregoing are terminated and of no further force or effect.

22. Warranty of Authority. Each person signing this Agreement represents and warrants that he or she has full power and authority to do so, and that no other authorizations or approvals of any kind are necessary.

[Signatures appear on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date and to be effective upon recordation in the Official Records of Los Angeles County, California.

"GRANTOR":

NATURAL GREEN FARMING LLC,
a California limited liability company

By: 
Name: KEVIN BAI
Title: CEO

By: 
Name: MIN LI
Title: CFO

"GRANTEE"

THE CITY OF WEST COVINA,
a California general law municipality

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
City Clerk

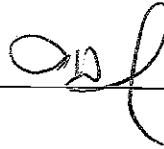
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

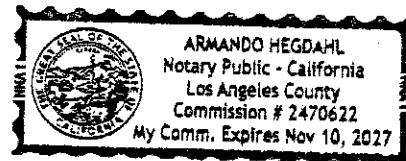
STATE OF CALIFORNIA
COUNTY OF Los Angeles

On December 16, 2024 before me, Armando Hegdahl Notary Public
personally appeared Min Li and Kevin Bai,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____)

On _____ before me, _____
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____)

On _____ before me, _____
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

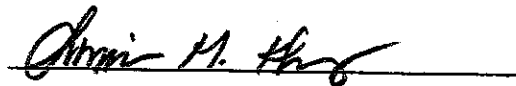
BEING A PORTION OF PARCEL 1 OF PARCEL MAP NO. 22695, FILED IN BOOK 263 PAGES 85 AND 86 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF PARCEL 1 OF SAID PARCEL MAP; THENCE SOUTH $88^{\circ}44'53''$ EAST 17.00 FEET; THENCE SOUTH $46^{\circ}03'47''$ WEST 23.96 FEET MORE OR LESS TO WESTERLY LINE OF SAID PARCEL 1; THENCE NORTH $00^{\circ}52'26''$ EAST 17.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 145 SQUARE FEET, MORE OR LESS.

A.P.N. 8435-015-040

DESCRIPTION PREPARED BY:

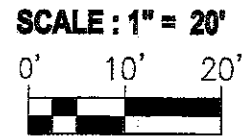


SAMIR M. KHOURY



EXHIBIT "B"

LOS ANGELES
STREET



S.W. CORNER OF
SEC. 9, T. 1 S., R 10 W.

NW CORNER OF PARCEL 1
PARCEL MAP NO. 22695
P.M.B. 263/85-86

S'LY BOUNDARY OF CITY OF IRWINDALE
AND N'LY BOUNDARY OF CITY OF WEST COVINA

U. P. R. R.

N88°44'53"W

CENTER LINE OF U.P.R.R.

N88°44'53"W

SOUTHERLY LINE OF
SEC. 9, T. 1 S., R 10 W.

POINT OF BEGINNING

17.00'

23.96'
S46°03'47"W

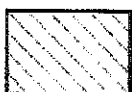
16.5'

AZUSA CANYON
ROAD

N00°52'26"E

N00°52'26"E

PARCEL 1
PARCEL MAP NO. 22695
P.M.B. 263/85-86



CORNER DEDICATION AREA:
145 SQ. FT.

BASIS OF BEARING:

THE BASIS OF BEARINGS USED ON THIS EXHIBIT IS
THE BEARING NORTH 00°52'26" EAST OF CENTERLINE
OF AZUSA CANYON ROAD, AS SHOWN ON THE PARCEL
MAP NO. 22695, P.M.B. 263/85-86.

