

Recorded By and For the Benefit of,
And When Recorded Return to:

CITY OF LEMOORE
119 Fox Street
Lemoore, California 93245
ATTN: Nanci C.O. Lima, City Clerk

WE HEREBY CERTIFY THAT THIS IS A FULL,
TRUE AND CORRECT COPY OF THE ORIGINAL
DOCUMENT AS THE SAME APPEARS IN THE
OFFICE OF THE COUNTY RECORDER OF
Kings COUNTY, STATE OF
CALIFORNIA, RECORDED ON 12-1-11
IN BOOK _____ OF OFFICIAL RECORDS
AT PAGE _____ SERIAL NO. 1120619

CHICAGO TITLE

By [Signature]

(Space Above for Recorder's Use)

DOCUMENTARY TRANSFER TAX: EXEMPT PURSUANT
TO REV. & TAX. CODE SECTION 11922

**AGREEMENT OF COVENANTS RUNNING WITH THE LAND
(416 N. LEMOORE AVENUE)**

Gary V. Burrows, Inc. ("Owner"), the City of Lemoore ("City" or "Lemoore") and the Lemoore Redevelopment Agency ("Agency") (collectively, the "Parties") enter into this Agreement of Covenants Running with the Land ("Agreement") effective as of May 3, 2011 (the "Effective Date").

RECITALS

WHEREAS, Owner, and Burrows and Castadio, Inc. (collectively, the "Burrows Corporations"), the City and the Agency have entered into a series of agreements to facilitate the relocation of the Burrows Corporations' petroleum products business ("business") from central Lemoore, including 416 N. Lemoore Avenue (the "Property"), to a more suitable location compatible with industrial uses outside of the central area of the City and to allow the expansion of the business of the Burrows Corporations through the combined use of 1200 S. 19th Avenue (the "card lock") and 1280 S. 19th Avenue purchased from the Agency at fair market value; and

WHEREAS, the Owner intends to retain ownership of the Property after relocation and expansion of the business of the Burrows Corporations; and

WHEREAS, the relocation of the business of the Burrows Corporations conducted at the Property will be completed and business operations of the Burrows Corporations will cease at the Property by no later than December 31, 2013.

TERMS, CONDITIONS & COVENANTS

NOW, THEREFORE, the Parties agree as follows:

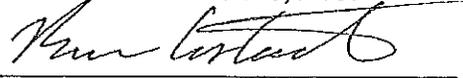
1. Affirmative Covenants. The Owner covenants and affirms that it shall, by no later than December 31, 2013, except as to section h:
 - a. Cease its business operations at the Property.
 - b. Remove all tanks, plumbing and related fueling equipment from the Property.
 - c. Remove all structures except for the warehouse and fencing at the Property.
 - d. Store only nonhazardous materials in the warehouse at the Property.
 - e. Remove any vehicles and/or equipment from the Property.
 - f. Cease any storage and transportation of oil, grease and other petroleum products and any other hazardous materials at the Property.
 - g. Maintain the Property free of weeds, debris or litter, until developed as described in subsection h.
 - h. Develop the Property to a different and higher use, in compliance with the City's general plan and all other applicable local, state and federal laws at the time of development. The Owner shall have up to May 3, 2021 to submit planning documents to the City and to pursue with due diligence to complete the development of the Property to a different and higher use consistent with the City's planning and development requirements.
2. Restrictive Covenant. The Owner covenants and affirms that it shall not after December 31, 2013:
 - a. Use the Property for any petroleum products business or any similar or other business operations on the Property involving the storage, processing, handling, or transportation from the Property, of hazardous materials as defined under state and federal law.
3. Covenants to Run with the Land. The covenants described in sections 1 and 2 shall be deemed and construed as covenants running with the land. The term land shall mean the Property which bears a legal description attached herewith and incorporated herein by this reference as Exhibit A.
4. Condition Precedent to Recordation. The City or the Agency may record the Agreement and the Agreement shall be enforceable upon recordation on condition that the Loan Agreement for Property Acquisition (1600 Enterprise Drive, City of Lemoore) is

executed between the Owner, City and Agency and the property at 1280 S. 19th Avenue is transferred to Burrows & Castadio, Inc. pursuant to the Disposition and Development Agreement Joint Escrow Instructions and Covenants Running with the Land. Recordation of the Agreement shall be deemed satisfaction of this condition precedent.

5. Counterparts; Copies of Notarized Recorded Agreement. This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original, and all of which together will constitute one instrument. Copies of the recorded Agreement shall have the same force and effect as the original of the recorded Agreement with original notarized signatures.
6. Binding Effect. This Agreement is binding on the heirs, successors and assigns of the Owner and shall accrue to the benefit of the City and the Agency and its successors and assigns.

Dated: 5-6-, 2011

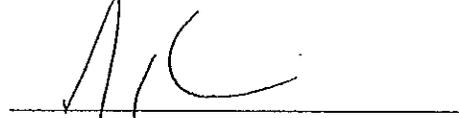
OWNER
GARY V. BURROWS, INC.



By: Brian Castadio
Its: President

Dated: 5-13, 2011

THE CITY OF LEMOORE



By: Jeff Britz
Its: City Manager

Dated: 5-13, 2011

REDEVELOPMENT AGENCY OF
THE CITY OF LEMOORE



By: Jeff Britz
Its: Executive Director

[ATTACH NOTARY ACKNOWLEDGMENTS]

EXHIBIT A

Legal Description

All that portion of Block 4 of Docker Tract, In the City of Lemoore, County of Kings, as per map recorded in In Book 1 at Page 43 and described as follows:

BEGINNING at the point of intersection of the East line of Lemoore Avenue with the Southerly line of the right of way of the Southern Pacific Railroad; thence North $79^{\circ} 03'$ East along said Southerly right of way 252.91 feet; thence South 148.02 feet; thence North $89^{\circ} 58'$ West 247.51 feet to a point in the East line of Lemoore Avenue; thence North along said East line of Lemoore Avenue, 100 feet to the point of beginning.

EXCEPTING therefrom all oil, gas and other hydrocarbons, geothermal resources, and all other minerals as previously reserved of record.

APN: 020-031-022-000

Notary Acknowledgement for
Agreement of Covenants Running with the Land
(416 N. Lemoore Avenue)

STATE OF CALIFORNIA)
) ss.
COUNTY OF KINGS)

On May 6 , 2011, before me, Kristina L. Williams ,
Notary Public, personally appeared **Brian Castadio**, who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within
instrument and acknowledged to me that he executed the same in his authorized
capacity, and that by his signature on the instrument the person, or the entity upon
behalf of which the person 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 Kristina L. Williams (Seal)

Notary Acknowledgement for
Agreement of Covenants Running with the Land
(416 N. Lemoore Avenue)

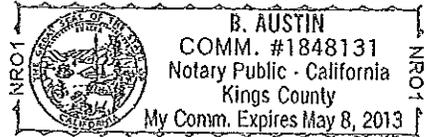
STATE OF CALIFORNIA)
) ss.
COUNTY OF KINGS)

On May 13, 2011, before me, B. Austin,
Notary Public, personally appeared **Jeff Britz**, who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within
instrument and acknowledged to me that he executed the same in his authorized
capacities, and that by his signatures on the instrument the person, or the entity upon
behalf of which the person 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)





Chicago Title Company

1460 West Seventh Street, #102, Hanford, CA 93230
559 584-3381 • FAX 559 584-2978

ESCROW NO.: 11-41006019-CCC
LOCATE NO.: CACTI7754-7754-4410-0041006019
TITLE NO.: 11-41006019-JAH
PROPERTY ADDRESS:
1280 Soth 19th Ave., Lemoore, CA 93245

OWNER'S AFFIDAVIT (Commercial)

State of California)
County of Kings) ss:

The undersigned Jeff Britz, being duly sworn according to law, deposes and says as follows:

IF ANY STATEMENT BELOW IS NOT TRUE, PLEASE EXPLAIN IN THE SPACE PROVIDED, OR ON A SEPARATE SHEET

1. That Deponent is a Executive Director of Lemoore Redevelopment Agency ("Company"), a public body, corporate and politic and that Deponent has personal knowledge of the facts that are sworn to in this affidavit, and is fully authorized and qualified to make this affidavit.
2. That Company is the owner of the premises described in the Preliminary Report/Commitments listed in Exhibit A ("Property").
3. That there has been no work performed on or equipment or materials delivered to the Property for the construction of works of improvement during the last 4 months, except:
4. That there are no unpaid bills incurred by the Affiant for work performed upon or materials delivered to the Property for the construction of works of improvement upon said property, except:
5. That there are no unrecorded tenancies, leases or other occupancies on the Property except as listed below, and that if any such unrecorded leases, tenancies or other occupancies are listed below, they contain no options to purchase, rights of renewal, or other unusual provisions, except:
6. That no other person has possession or any right to possession of the Property or any interest therein, including oil, gas or other minerals.
7. That there are no financing statements, chattel mortgages, conditional bills of sale or retention of title agreements affecting any fixtures located on the Property.

8. That there are no unrecorded easements or claims of easement; no disputes, discrepancies or encroachments affecting a setback or boundary line; and no contracts, options or rights to purchase other than in the transaction for which this Affidavit is given.
9. That there are no unrecorded judgments, liens, mortgages or other claims against the Property.
10. That no proceeding in bankruptcy has ever been instituted by or against the owner (and if a partnership, against the general partner(s) thereof), nor has the owner ever made an assignment for the benefit of creditors.
11. That there is no action or proceeding relating to the Property in any State or Federal Court in the United States nor any State or Federal Judgment or any Federal Lien of any kind or nature whatever which now constitutes a lien or charge upon the Property.

This Affidavit is given to induce CHICAGO TITLE INSURANCE COMPANY to issue its policies of title insurance including endorsements knowing full well that it will be relying upon the accuracy of the same.

The undersigned further agrees to indemnify CHICAGO TITLE INSURANCE COMPANY against any loss occasioned by the existence of any of the matters listed above which are known to the undersigned and not disclosed by this Affidavit and any cost, expense or liability, including attorney fees, arising from the enforcement of this indemnification.

Lemoore Redevelopment Agency

By: _____
Jeff Britz, Executive Director

Date: _____

State of California

County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,
20_____, by _____

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____ (Seal)

Handwritten signatures and notes:
- A large signature, possibly "Jeff Britz", is written over the signature line.
- The word "Seal" is written in parentheses above the signature line.
- The word "copy" is written vertically below the signature line.
- Other illegible handwritten marks and initials are present.

Escrow No.: 11-41006019-CCC
Locate No.: CACTI7754-7754-4410-0041006019
Title No.: 11-41006019-JAH

EXHIBIT "A"

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

Parcels 2 and 3 of the Parcel Map recorded August 11, 1992, in Book 13, page 6 of Parcel Maps, Kings County Records, being a portion of the West half of Section 15, Township 19 South, Range 20 East, Mount Diablo Base and Meridian , according to the official plat thereof.

APN: 024-052-078 & 024-052-079