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**AMENDMENT NO. 1 TO AGREEMENT OF COVENANTS
RUNNING WITH THE LAND (416 N. LEMOORE AVENUE)
FOR EXTENSION OF TIME TO VACATE PROPERTY**

This Amendment No. 1 to Agreement of Covenants Running with the Land (“Amendment”) is entered into as of January 7, 2014 (“Effective Date”), by and between the City of Lemoore (“City”), the Successor Agency to the Lemoore Redevelopment Agency (“Agency”) and Gary V. Burrows, Inc. (“Burrows”) (collectively, the “Parties”) to amend that certain Agreement of Covenants Running with the Land between the Parties dated May 3, 2011 (“Agreement”).

RECITALS

WHEREAS, Burrows agreed that no later than December 31, 2013, it would perform the following, 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. (Planning documents to be submitted to City by May 3, 2021.)

WHEREAS, Burrows has indicated that it is awaiting approvals from the state “CARB” division.

WHEREAS, Burrows has requested that the City and the Agency grant a six to twelve-month extension pertaining to items a through f above.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. Amendment. The Agreement is amended and restated in its entirety, as follows:

“Section 1. Affirmative Covenants. The Owner covenants and affirms that it shall, by no later than June 30, 2014, 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.

Section 2. Restrictive Covenant. The Owner covenants and affirms that it shall not after June 30, 2014:

- 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.”

2. All Other Terms Remain in Effect. Except as expressly set forth herein, all other terms of the Agreement shall remain unchanged and in full force and effect, including all terms defined in the Agreement unless otherwise defined in this Amendment, and the Agreement shall be interpreted so as to give full force and effect to this Amendment.

3. Counterparts. This Amendment may be executed in counterparts and a facsimile signature shall be sufficient to bind each of the Parties, subject to the terms set forth herein.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the date set forth above.

CITY OF LEMOORE

LEMOORE SUCCESSOR AGENCY

By: _____
Jeff Laws, City Manager

By: _____
Jeff Laws, City Manager

ATTEST:

City Clerk

City Clerk

GARY V. BURROWS, INC.

By: _____
Brian Castadio, President