

**AGREEMENT FOR CONSTRUCTION AND MAINTENANCE
OF LANDSCAPING, AND MAINTENANCE OF STREET PAVING**

(Brady Way, South of Stanford to southern property line)

This AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF LANDSCAPING, AND MAINTENANCE OF STREET ("Agreement") is entered into between the CITY OF GARDEN GROVE (City) and REXFORD INDUSTRIAL REALTY, LP (Property Owner) and its successors in interest of Assessor Parcel Number 215-014-01 located at 12821 Knott Street in the City of Garden Grove, Orange County, California.

RECITALS

- A. City is the owner of real property consisting of approximately 0.94 acres, which is commonly known as the southern portion of recently-vacated Brady Way, vacated as of September 24, 2019, per Garden Grove City Council Resolution No. 9590-19, in the City of Garden Grove, California, which is more particularly described in Exhibit A attached hereto and made a part hereof, and all appurtenances thereof, including easements relating thereto (in the aggregate, the "Property").
- B. This vacated portion of Brady Way was formerly part of Knott Street, which was relocated by CalTrans when it widened the 22 Freeway in 1966.
- C. Property Owner is the owner of the real property located at 12821 Knott Street, which is adjacent to the Property and Street and Highways Code 8356 authorizes the City to sell and convey the Property to the owner of such adjacent property in cases such as the present case where the street that was vacated was previously part of a street that has been relocated.
- D. Property Owner wishes to purchase the Property to expand the existing building on 12821 Knott Street.
- E. Under separate Purchase and Sale Agreement and Joint Escrow Instructions, City has agreed to convey the Property to Buyer, and Buyer wishes to purchase the Property from the City, in accordance with the terms and conditions set forth in said Purchase and Sale Agreement.
- F. As part of the purchase and sale negotiations, City and Property Owner have agreed that Property Owner for 10 years commencing upon the certificate of occupancy associated with the expansion of their building on 12821 Knott Street will (1) remove, prepare, install and maintain the landscaping on the remaining northern portion of Brady Way like-for-like the landscaping improvements on the Property pursuant to the land use approvals associated with the expansion of the building at 12821 Knott street; and (2) will maintain said remaining northern portion of Brady Way as provided for herein.

AGREEMENT

1. License. City hereby grants a license to Property Owner to enter, construct and maintain Brady Way as provided for herein from Stanford Avenue to its southern limit at the property line of the Property (the "Premises").

2. Construction and Maintenance. Property Owner hereby agrees to (1) remove existing landscaping, prepare, install and maintain new landscaping like-for-like the Property pursuant to the land use approvals associated with the expansion of the building at 12821 Knott street onto the Premises; and (2) maintain the Premises, including route crack and seal, dig-out/area patch, and install recycle asphalt pavement slurry two times during the 10-year term hereof. All specifications shall be reviewed and approved by City's Public Works Director prior to the construction or implementation of any work. Prevailing wages apply to work on the Premises and Property Owner shall require all contractors and all work to comply in all respects with the Prevailing Wage Law, including the payment of the prevailing wage rates to all the laborers involved, and with California Labor Code Section 1770 et seq., including the keeping of all records required by the provisions of Labor Code Section 1776 and the implementing administrative regulations.

3. Term. This Agreement shall be effective upon its execution by City and will remain in effect for 10 years commencing upon the date of the certificate of occupancy associated with the expansion of the building on 12821 Knott Street.

4. Compensation. Prior to commencing any work, Property Owner shall submit an estimate of the cost of the work to the City's Public Works Director and shall not commence any work until the Public Works Director approves the work and the not-to exceed cost in writing. City agrees to reimburse the Property Owner per invoice for work completed. Property Owner shall keep complete and accurate records of all costs and expenses incidental to the work. These records will be made available at reasonable times to the City.

5. Not a Real Property Interest. It is expressly understood by the Parties that this Agreement does not in any way whatsoever grant or convey an ownership, easement, leasehold, fee or any other interest or estate in real property to the Property Owner.

6. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all other agreements, oral or written, between the parties with respect to the subject matter.

7. Notices. Any notice which is required or may be given pursuant to this Agreement shall be sent in writing by United States mail, first class, postage pre-paid, registered or certified with return receipt requested, or by other comparable commercial

means and addressed as follows:

If to the City:

City Manager
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92842

If to the Property Owner:

Rexford Industrial Realty, Inc.
11620 Wilshire Blvd., 10th Floor
Los Angeles, CA 90025
Attn.: Patrick Schlehuber, Exec. Dir.

These addresses may be changed from time to time by providing notice to the other party in the manner described above.

8. No Waiver. City's consent to or approval of any act or omission by the Property Owner shall not constitute a waiver of any other default by the Property Owner and shall not be deemed a waiver or render unnecessary City's consent for approval to any subsequent act by the Property Owner. Any waiver by City of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.

9. Successors and Assigns. This Agreement shall be binding and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. The Property Owner agrees to incorporate this agreement by reference in any subsequent deeds to the Property, but any failure to do so does not invalidate this provision.

10. Termination. This Agreement shall continue in full force and effect, subject to the conditions set forth, unless terminated by City upon 30 days written notice. In such event, City will compensate Property Owner for work performed to date in accordance with Section 4.

11. Capacity. Each party represents that the person(s) executing this Agreement on behalf of such party has the authority to execute this Agreement and by such signature(s) thereby bind such party.

12. Severability. If any provision contained in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in anyway whatsoever.

13. Interpretation and Venue. This Agreement shall be governed and construed under the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Orange. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the following dates.

<p>REXFORD INDUSTRIAL REALTY, L.P., a Maryland limited partnership</p> <p>By: Rexford Industrial Realty, Inc., a Maryland corporation, Its General Partner</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p>	<p>CITY OF GARDEN GROVE</p> <p>By: _____ Scott C. Stiles City Manager</p> <p>Dated: _____</p> <p>Attest:</p> <p>_____ City Clerk</p> <p>Approved as to form:</p> <p>_____ City Attorney</p>
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Exhibit "A"

ENCROACHMENT AREA

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 ORANGE)

On _____, 2018, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their 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.

(seal)

Signature _____