

*Recording Requested by:*  
3535 and 3551 Philadelphia Properties LLC  
3535 Philadelphia Street  
Chino, CA 91710

*When Recorded Mail to:*  
3535 and 3551 Philadelphia Properties LLC  
3535 Philadelphia Street  
Chino, CA 91710

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

## COVENANT AND AGREEMENT

**THIS AGREEMENT** ( "Agreement") is made and entered into as of July 16, 2024, by **3535 AND 3551 PHILADELPHIA PROPERTIES, LLC**, a California limited liability company ("**Declarant**") and **THE CITY OF CHINO** (the City).

### RECITALS

- A. Declarant is the owner of certain real property located in the City of Chino, County of San Bernardino, State of California, and more particularly described on Exhibit A attached hereto (collectively, "**Properties**").
- B. The Properties consist of two separate Assessor's Parcel Numbers; 1016-011-12 (3535 Philadelphia Street) and 1016-011-13 (3551 Philadelphia Street).
- C. The Properties contain common boundaries and are adjacent to and contiguous with one another.
- D. The Properties also contains common walls directly adjacent to the common property line between the 2 parcels with openings.
- E. The purpose of this Agreement is to set forth the terms and conditions for sale transaction of one or both the Properties.

### AGREEMENT

1. **Covenant to Seal Walls Adjacent to Common Property Line.** In the event that the Declarant sells one or both the Properties, the Declarant hereby agrees and covenants that, at least thirty (30) days before any sale or transfer, Declarant provides City with an application, as may be necessary, for building permit(s) and an opportunity for City to inspect that any and all openings in the walls directly adjacent to the common property line between the Properties has been adequately and fully sealed and in accordance with any applicable permit(s) and standards as

necessary to provide private driveway aisles and roads wide enough for emergency fire access. The minimum width required is 26-ft. The Declarant agrees to obtain the necessary building permit(s) to seal the openings in the common walls and abide by the terms of such building permit(s).

2. **Indemnity.** Owner further agrees, as a condition of City's approval of this Agreement, to defend, indemnify and hold harmless City, its officers, employees, agents, contractors and assigns for all costs incurred from any claim, action or proceeding (hereafter collectively, "proceeding") brought against City, the purpose of which is to attack, set aside, void or annul this Agreement or approval of City, or an action relating to this application required by any such proceeding to be taken to comply with law, including but not limited to, the Subdivision Map Act, Chino Municipal Code, California Environmental Quality Act by City, or both. This indemnification shall include, but not be limited to damages awarded against City, if any, and cost of suit, attorneys' fees, and other liabilities and expenses incurred in connection with such proceeding that relate to the application approval or an action related to this Agreement, whether incurred by Owner, City, and/or the parties initiating or bringing such proceeding. Owner further agrees to indemnify City for all of City costs, attorneys' fees, and damages, which City incurs in enforcing this Agreement.

In the event any such proceeding is brought, City shall promptly notify Owner of the proceeding, and City shall cooperate fully in the defense. City shall retain the right to participate in the defense of the proceeding if it bears its own attorneys' fees and costs, and defends the action in good faith. Owner shall not be required to pay or perform any settlement unless the settlement is approved by Owner.

3. **Authority to Execute.** The person or persons executing this Agreement on behalf of either party warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their agency, corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind the party to the performance of its obligations hereunder.
4. **Interpretation and Governing Law.** This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the internal laws of the State of California without regard to conflict of law principles. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.
5. **Entire Agreement.** This Agreement contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding

of any kind or nature to interpret or determine the terms or conditions of this Agreement.

6. Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefited thereby of the covenants to be performed hereunder by such benefited Party.
7. Further Actions and Instruments. The Declarant shall cooperate with City to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of City, the Declarant shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

IN WITNESS WHEREOF the undersigned has caused this Declaration to be executed on their behalf by their duly authorized representatives as of the date and year first above written.

**DECLARANT:**

**3535 AND 3551 PHILADELPHIA PROPERTIES,  
LLC,**

a California limited liability company,

By: Wallace Chen

Name: Wallace Chen  
Title: MANAGER

By: Margarita Chen

Name: MARGARITA C. CHEN  
Title: MANAGER

**CITY OF CHINO**

By: Hyun Lee

Director of Development Services  
Public Works

APPROVED AS TO FORM:

**CITY OF CHINO**

By: \_\_\_\_\_  
City Attorney

ACKNOWLEDGEMENT

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 June 11, 2024 before me, Xiaofei Wu, Notary Public (here insert name and title of officer), personally appeared Wallace H. Chen, 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 Xiaofei Wu



ACKNOWLEDGEMENT

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 June 11, 2024 before me, Xiao Fei Wu, Notary Public (here insert name and title of officer), personally appeared Margarita C. Chen, who proved to me on the basis of satisfactory evidence to be <sup>she</sup> the person whose name is subscribed to the within instrument and acknowledged to me that <sup>she</sup> [he] executed the same in <sup>her</sup> his authorized capacity, and that by <sup>her</sup> 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 Xiao Fei Wu

