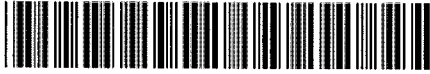


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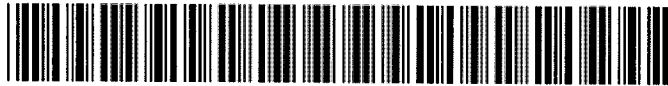
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| FEES : | 0.00 |
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| PAID : | 0.00 |



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CITY OF MONROVIA

415 S. IVY AVENUE

MONROVIA, CA 91016

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TITLE(S)

FIRST AMENDMENT TO SHARED PARKING FACILITY EASEMENT AGREEMENT

**FIRST AMENDMENT TO
SHARED PARKING FACILITY EASEMENT AGREEMENT**

THIS FIRST AMENDMENT TO SHARED PARKING FACILITY EASEMENT AGREEMENT ("Amendment") is made and entered into this as of the 5th day of March, 2019, by and between Colorado Commons Maintenance Association, a California Common Interest Development Association ("Mixed Use Association") and the City of Monrovia, a municipal corporation ("City"), with reference to the facts set forth below. Mixed Use Association and City may each individually be referred to as a "Party" and may collectively be referred to as the "Parties".

RECITALS

A. City is a party to an agreement titled "Shared Parking Facility Easement Agreement," entered into by and between City and PCCP Monrovia, LLC, a Delaware limited liability company ("Developer") on March 20, 2008 and recorded June 5, 2008 as Instrument No. 20080991959 in the Office of the Los Angeles County Recorder (the "Agreement").

B. Any capitalized term in this Amendment not otherwise defined herein shall have the meaning set forth in the Agreement.

C. Pursuant to the terms of the Agreement, the Parties acknowledge and agree that all of the Developer's rights and all of the Developer's obligations pursuant to the Agreement have been assigned and delegated to and assumed by the Mixed Use Association.

D. The Parties wish to amend certain terms of the Agreement to reflect the circumstances as of the date of this Amendment.

NOW, THEREFORE, the Mixed Use Association and the City agree as follows:

1. **Commencement of Obligations.** The Parties agree that, as of July 1, 2018, each is current in its obligations to the other pursuant to the Agreement, and neither has any obligation to the other under the Agreement for any expense incurred prior to that date.
2. **Shared Expenses.** Article 1, §1.47 of the Agreement shall be amended and restated as follows:

1.47 Shared Expenses. The term "Shared Expenses" means all of the actual costs, whether of an expense or capital nature, as they apply to all of the Shared Maintenance Obligations.
3. **Shared Expenses.** Article 4, §4.1 shall be eliminated in its entirety.
4. **Payment of Shared Expense.** Article 4, §4.2 of the Agreement shall be amended and restated as follows:

4.2 Payment of Shared Expenses. An annual budget for the Shared Expenses anticipated to be incurred during the fiscal year beginning July 1, 2018 is set forth at Exhibit 1 to this Amendment (The "Budget"). The City may revise the Budget from time-to-time based on actual expenses incurred and shall deliver such revised Budget to the Mixed Use Association. Each Fiscal Year the Mixed Use Association shall be obligated to pay to the City its Allocable Share of the Shared Expenses on an annual basis in arrears, commencing with the Fiscal Year beginning July 1, 2018, in accordance with the procedures set forth below. On or before July 31, 2019 and July 31 of each Fiscal Year thereafter, the City will deliver an invoice to the Mixed Use Association specifying the actual Shared Expenses incurred by the City during the preceding Fiscal Year, together with reasonable documentation, and requesting payment of the Mixed Use Association's Allocable Share of Shared Expenses 1 ("Invoice"). The Mixed Use Association shall reimburse the City for its Allocable Share within thirty (30) days after receipt of each Invoice. If an Invoice is not paid within such thirty (30) day period, it shall be deemed delinquent and subject to a late charge as set forth in Section 4.8. The Mixed Use Association shall be responsible for levying Assessments to collect its Allocable Share of Shared Expenses from the Owners pursuant to its rights under the Mixed Use Declaration. The Mixed Use Association shall take such actions as it deems necessary under the Mixed Use Declaration as a result of any delinquency or default by an Owner in paying the Assessments levied to fund the Mixed Use Association's Allocable Share of the Shared Expenses.

5. **Fire Suppression System.** §3.1.7 shall be added to Article 3 of the Agreement as follows:

3.1.7 Fire Suppression System. It is understood and agreed that an integrated fire suppression system serves, in addition to the City Parking Structure and the Mixed Use Parking Garage as set forth in the Agreement, all of the other areas of the Mixed Use Project. The Parties understand and agree, however, that only Maintenance of that part of the Fire Suppression System that services the City Parking Structure(including the Gate Parking Area) should properly be deemed a Shared Maintenance Obligations. The Parties further agree that it is convenient for both Parties that the Mixed Use Association assume primary responsibility for Maintenance of the Fire Suppression Systems. Therefore, notwithstanding any other language in the Agreement:

-
- a. The Mixed Use Association shall be responsible for Maintenance of the Fire Suppression System throughout the City Parking Structure and the entirety of the Mixed Use Project
- b. On or before July 31 of each year, the Mixed Use Association shall submit invoices for actual, out-of-pocket expenses incurred in connection with Maintenance of the Fire Suppression System during the preceding Fiscal Year, and the City shall reimburse the Mixed Use Association in the form of an offset against amounts due to the City pursuant to Section 4.2 of the Agreement, as follows:

- i. For expenses attributable to the entire Fire Suppression System, including monitoring services and charges for telephone services required for such monitoring services, an amount equal to twenty-four percent (24%) of such expenses; and
- ii. For expenses deemed by the City, in its reasonable discretion, to be directly attributable to Maintenance of that portion of the Fire Suppression System that services the City Parking Structure an amount equal to sixty-seven percent (67%) of such expenses.

6. **No Other Charges.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect.


IN WITNESS WHEREOF, the Parties have executed this Amendment on the date and year first stated above.

MIXED USE ASSOCIATION

CITY


Colorado Commons Maintenance

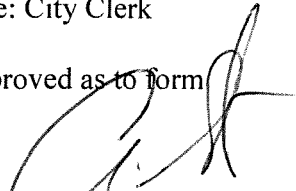
City of Monrovia

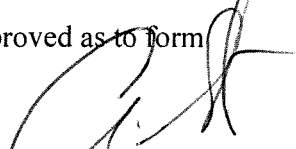
By: 
 Name: James E. Sameth
 Title: President

By: 
 Name: Oliver Chi
 Title: City Manager

Attest to

By: 
 Name: Alice D. Atkins
 Title: City Clerk

Approved as to form 

By: 
 Name: Craig A. Steele
 Title: City Attorney

ACKNOWLEDGMENT

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.

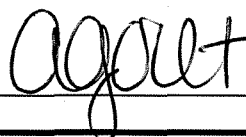
State of California
County of Los Angeles)

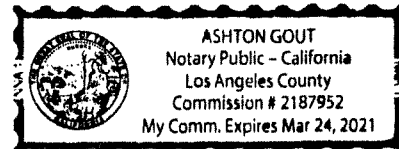
On April 9, 2019 before me, Ashton Gout, Notary Public
(insert name and title of the officer)

personally appeared James Sameth,
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)



ACKNOWLEDGMENT

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 4.9.2019 before me, A.D. Atkins, Notary Public
(insert name and title of the officer)

personally appeared Oliver Chi,
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)

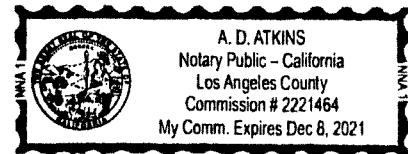


EXHIBIT 1

BUDGET

| SHARED EXPENSES | ANNUAL BUDGET | CITY OF MONROVIA ALLOCABLE SHARE | MIXED USE ASSOCIATION ALLOCABLE SHARE |
|--|----------------------|---|--|
| Maintenance of City Elevator ¹ | \$4,500.00 | \$ 3,015.00 | \$ 1,485.00 |
| Shared Utility Facilities ¹ | \$0.00 | \$0.00 | \$0.00 |
| Fire Suppression - Expenses directly attributable to Maintenance of Fire Suppression System Servicing the City Parking Structure ² | \$ 600.00 | \$ 402.00 | \$ 198.00 |
| - Expenses attributable to entire Fire Suppression System (such as monitoring and telephone services) ³ | \$ 1,764.00 | \$ 423.00 | \$ 1,341.00 |
| TOTAL | \$ 6,864.00 | \$ 3,840.00 | \$ 3,024.00 |

¹ See Article 1, section 1.2 of the Shared Parking Facility Easement Agreement

² See Section 5.b.ii of the First Amendment to Shared Parking Facility Easement Agreement

³ See Section 5.b.i of the First Amendment to Shared Parking Facility Easement Agreement