

**RECORDING REQUESTED BY, AND WHEN
RECORDED, MAIL TO:**

City of Signal Hill
2175 Cherry Ave.
Signal Hill, CA 90755
Attn: City Manager

WITH A CONFORMED COPY TO:

Signal Hill Petroleum, Inc.
2633 Cherry Ave
Signal Hill, CA 90755
Attn: Alex Rothwell

*Exempt from Recording Fees:
Gov Code 27383 & 6103*

This Space for Recorder's Use Only

Title of Document:

PROPERTY MAINTENANCE AGREEMENT

BY AND BETWEEN

THE CITY OF SIGNAL HILL

AND

SIGNAL HILL PETROLEUM

Attachment C

**PROPERTY MAINTENANCE AGREEMENT
BY AND BETWEEN THE CITY OF SIGNAL HILL
AND SIGNAL HILL PETROLEUM**

This Maintenance Agreement ("Agreement") is made and entered into as of April 26, 2022, for reference purposes only, by and between the City of Signal Hill, a California charter city and municipal corporation ("City"), and Signal Hill Petroleum, Inc., a California domestic corporation ("Owner"). The City and the Owner are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

- A. The Owner is the owner of that certain real property in the City consisting of, among other parcels, Assessor's Parcel No. ("APN") 7217-006-041, 7217-006-057, 7217-006-083, 7217-006-119, and 7217-006-113, also known as Lots 1,17,43,73, and 79 of Tract 48512 ("Property"), as more particularly described in **Exhibit A** (Legal Description), and depicted in **Exhibit B** (Plat) incorporated herein.
- B. The Property is part of the California Crown Specific Plan (SP-5), which designates two (2) of the lots as open space lots and the remaining as oil well lots.
- C. The City established Landscape and Lighting Maintenance District #1 ("LLMD#1") on February 18, 1992 pursuant to the Landscape and Lighting Act of 1972 and the Owner's Property cited above resides in that district.
- D. The Parties desire to remove Owner's Property from LLMD#1 by amendment of LLMD#1 at a future Proposition 218 public hearing, which amendment would also modify the method of apportionment and budget for that district.
- E. The Parties mutually agree that Owner will be responsible for the maintenance of the Property, and any necessary improvements, in accordance with **Exhibit C** (Frequency Key Schedule) and the terms of this Agreement.

TERMS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

- 1. **Effective Date**. Once executed, this Agreement shall be effective from the date of its recordation with the Office of the Recorder of the County of Los Angeles ("Effective Date").
- 2. **Term**. The term of this Agreement shall commence on the Effective Date, and shall be for a one (1) year term ("Initial Term"). Thereafter, this Agreement shall

automatically renew for successive one (1) year terms (each, a "New Term") unless all lots that comprise the Property change to a use other than open space and oil wells in order to develop the site. The Initial Term and any successive New Term shall be collectively referred to herein as the "Term".

3. Option to Modify Prior to New Term. During the Term of this Agreement, the City shall have the option to modify its provisions, provided that the City gives Owner written notice of proposed changes at least 90 days before a New Term. The changes, if mutually acceptable to the Parties, shall go into effect upon the commencement of the New Term. The Parties shall negotiate the proposed changes applicable to the New Term in good faith, approval of which shall not be unreasonably withheld or conditioned by Owner. Any amendments shall be made in accordance with Section 11, below.
4. Improvements. The Owner shall be responsible for the construction and installation of any existing and future improvements to the Property, regardless of whether such improvements are mandated by law or installed at the discretion of Owner ("Improvements"). Improvements shall be completed in accordance with the standards and specifications mandated by federal, state, and local authorities, and as further required by any approvals by regulatory agencies with jurisdiction over the Property. No Improvement shall interfere with any rights the City may have in easements depicted in Tract No. 48512.
5. Required Maintenance. Owner shall maintain the Property and the Improvements thereon for the Term of this Agreement in a safe, clean, workmanlike condition at all times. Owner also agrees to maintain the Property and Improvements, at all times, in compliance with any standard or rule mandated by federal, state, and local authorities, including any approvals by regulatory agencies with jurisdiction over the Property. The Owner shall maintain the Property pursuant to Frequency Schedule Key attached as **Exhibit C** to this Agreement. Maintenance for which the Owner is responsible includes but is not limited to the following:
 - 5.1. Landscape maintenance shall include, but not be limited to: watering/irrigation; fertilization; periodic trimming, mowing, and/or edging of grass and lawn areas; pruning of trees, shrubs, and other vegetation; trimming and shaping of trees and shrubs to maintain a healthy, natural appearance, and irrigation coverage; removal and replacement, as needed, of all plant materials; control of weeds in all planters, shrubs, lawns, ground covers, or other planted areas; and staking for support of trees; maintenance of all sidewalks, paths and other paved areas in clean and weed-free condition; maintenance of all such areas clear of dirt, mud, trash, debris or other matter which is unsafe or unsightly; removal of all trash, litter and other debris from improvements and landscaping prior to mowing; clearance and cleaning of all areas maintained prior to the end of the day on which the

maintenance operations are performed to ensure that all cuttings, weeds, leaves and other debris are properly disposed;

- 5.2. Landscape maintenance shall also include the installation and maintenance of construction Best Management Practices (BMPs) associated with the long term establishment of landscape revegetation and water conservation;
- 5.3. Maintenance of landscaping adjacent to sidewalks, slopes, or similar areas, including maintenance and operation of any irrigation system, and payment of all electric and water charges in connection therewith;
- 5.4. Clean-up maintenance shall include, but not be limited to: maintenance of all sidewalks, paths and other paved areas in clean and weed-free condition; maintenance of all such areas clear of dirt, mud, trash, debris or other matter which is unsafe or unsightly; removal of all trash, litter and other debris from improvements and landscaping prior to mowing; clearance and cleaning of all areas maintained prior to the end of the day on which the maintenance operations are performed to ensure that all cuttings, weeds, leaves and other debris are properly disposed ;
- 5.5. Repair, removal, or replacement of all or part of any landscape improvement including plantings, irrigation, walkways, fences, and walls;
- 5.6. Any and all chemicals, unhealthful substances, and pesticides used in and during maintenance shall be applied in strict accordance with all governmental requirements. Precautionary measures shall be employed recognizing that all accessible areas are open to the public; and
- 5.7. The Owner is responsible for repairing any irrigation water line and paying associated costs of water due to defilement by Owner.

6. Access and Use

- 6.1 Current use of and access to the Property by members of the public for open space purposes (e.g. picnics) shall continue for the Term of this Agreement.
- 6.2 The oil production facilities on the Property may continue and shall be secured in accordance with City and State codes.
- 6.3 The Owner may restrict the public's use of the Property described in Section 6.1. as reasonably necessary to service the oil production facilities, provided that at the conclusion of such work the Property will be restored to its previous state of good repair.

7. Failure to Perform.

7.1. Notice to Cure.

- 7.1.1. Should the Owner violate any provision of this Agreement or fail to perform under this Agreement in any way, the City shall provide the Owner with written notice describing the violation or failure to perform ("Notice of Violation").
- 7.1.2. The Owner shall diligently work to cure the violation within fourteen (14) days of the date of the Notice of Violation. The City, at its discretion, may at any time extend the time period to cure.

7.2. City Performance.

- 7.2.1. If the Owner fails to cure any violation described in the Notice of Violation, then, at the Owner's sole expense, the City may undertake to perform the Owner's obligations by providing at least seven (7) days' written notice to the Owner. By execution of this Agreement, the Owner grants the City and its authorized agents the right to enter the Property for the purpose of performing Owner's obligations identified in the Notice of Violation.
- 7.2.2. The City shall invoice the Owner for the City's costs to perform the obligations. The Owner shall pay the City's invoice within thirty (30) days of the City's issuance of the invoice.
- 7.3. Lien. If the Owner fails to pay the City's invoices pursuant to Subsection 5.2.2, then the City has the right to establish and enforce a lien or other encumbrance against the Property to recover the costs incurred in performing the Owner's obligations.

8. Indemnification.

- 8.1. Indemnification of the City by the Owner. The Owner shall defend, indemnify and hold the City, its officials, officers, employees, and agents (the "Indemnified Parties") free and harmless from any and all liability from loss, damage, or injury to property or persons in any manner arising out of or incident to acts or omissions by the Owner, its officials, officers, personnel, employees, invitees, licenses, guests, contractors, and/or subcontractors as well as its contractors' and/or subcontractors' officials, officers, employees, and agents in connection with or relating to this Agreement, including without limitation the violation, or alleged violation, of any existing instrument or contract, such as any applicable Declaration of Covenants, Conditions, or Restrictions (CC&Rs), to which Owner is a party ("Claims"). Further, the Owner shall defend at its own expense, including attorneys' fees, the Indemnified Parties in any legal action based upon such Claims.

Claims include, but are not limited to those resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any hazardous material on, under, in or about, or the transportation of any such materials to or from, the Property in the performance of this Agreement, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of hazardous materials on, under, in, or about, to or from, the Property in the performance of this Agreement.

- 8.2. The City's Rights. The City does not and shall not waive any rights against the Owner that the City may have under the indemnification provision in this Section because of the City's acceptance of insurance policies.
- 8.3. Survival. The indemnification provisions in this Section shall survive the termination of this Agreement.

9. Insurance.

- 9.1. Time for Compliance. Prior to the Effective Date of this Agreement, Owner shall provide evidence satisfactory to City that it has secured all insurance required under this Section.
- 9.2. Minimum Requirements. Owner shall, at its expense, procure and maintain for the Term of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with Owner's performance of its obligations under this Agreement. Such insurance shall meet at least the following minimum requirements:
 - 9.2.1. Minimum Limits of Insurance. Owner shall procure and maintain, during the Term of this Agreement, general liability and property insurance. The amounts of coverage for such insurance shall be One Million Dollars (\$1,000,000) per occurrence/ Two Million Dollars (\$2,000,000) aggregate, which amounts may, in the City's reasonable discretion, be adjusted from time to time. Owner shall be obligated to name the City, its elected officials, officers, employees and agents as named additional insureds. The City shall be entitled to review a copy of the policy in effect, at its request.
 - 9.2.2. Endorsements. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties,

shall not affect coverage provided to City and its directors, officials, officers, employees, agents and volunteers.

9.2.3. All Coverage. The insurance coverage shall be primary insurance with respect to City and its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Owner's scheduled underlying coverage. Any insurance or self-insurance maintained by City and its directors, officials, officers, employees, agents and volunteers shall be excess of Owner's insurance and shall not be called upon to contribute with it.

9.3. Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to City and its directors, officials, officers, employees, agents and volunteers.

9.4. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to City.

10. Recordation. Within thirty (30) days from the date of execution of this Agreement, The Owner shall cause this Agreement to be recorded with the Office of the Recorder of the County of Los Angeles.
11. Amendment. This Agreement may be amended, in whole or in part, only by a written instrument executed by the Parties in the same manner as this Agreement and recorded in accordance with Section 10. No supplement, modification, or amendment of this Agreement shall be binding unless executed as provided in this Section.
12. Termination. Either Party may, by written notice to the other Party, terminate this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination of this Agreement, the Parties shall promptly execute a written instrument to terminate this Agreement and record it according to Section 10.
13. Notices. Any notice, demand or other communication to be given by either Party to the other shall be given by personal service, or Express Mail, Federal Express, DHL, UPS or any other similar form of airborne/overnight delivery service, or mailing in the United States mail, postage prepaid, certified and return receipt requested, addressed to the Parties at their respective addresses as follows:

To City:

City of Signal Hill
2175 Cherry Ave.
Signal Hill, CA 90755
Attn: City Manager

To Owner:

Signal Hill Petroleum, Inc.
2633 Cherry Ave.
Signal Hill, CA 90755
Attn: Alex Rothwell

Any such notice shall be deemed to have been given upon delivery or, if mailed, upon actual receipt or the date on which actual receipt is rejected. Either Party may change the address where it desires to receive notice upon giving written notice of such request to the other Party.

14. Attorneys' Fees. If any legal action or proceeding arising out of or relating to this Agreement is brought by either Party to this Agreement, the prevailing Party shall be entitled to receive from the other Party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing Party.
15. Governing Law and Venue. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of California. Any litigation or arbitration regarding the Agreement shall be brought in Los Angeles County Superior Court or conducted in Los Angeles County.
16. No Waiver. No delay on the part of either Party in exercising any right, power or privilege under this Agreement shall operate as a waiver, nor shall any waiver on the part of either Party of any right, power or privilege operate as a waiver of any other right, power or privilege under this Agreement, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege under this Agreement. No provision, requirement, default or breach of this Agreement shall be deemed waived by either party except in writing.
17. Construction.
 - 17.1. Simple Construction. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.
 - 17.2. Section Headings. Section headings contained in this Agreement are for convenience only and shall not have an effect in the construction or interpretation of any provision.
 - 17.3. Calculation of Time Periods. All references to time periods in this Agreement measured in days shall be to calendar days, all references to time periods in this Agreement measured in months shall be to consecutive calendar months and all references to time periods in this Agreement measured in years shall be to consecutive calendar years.

18. Entire Agreement. This Agreement, including its exhibits, contains the entire Agreement of the Parties with respect to the subject matter herein, and supersedes all prior negotiations, understandings or agreements, either written or oral, express or implied, with respect to the Project. Any oral representations or modifications concerning this Agreement shall be of no force or effect except by subsequent written amendment made pursuant to Section 11.
19. Further Assurances. Each Party shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder and to carry out the intent and agreements of the Parties hereto.
20. Severability. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
21. Third Parties. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns, and no other person or entity is a third-party beneficiary of, or has any direct or indirect cause of action or claim in connection with the Agreement or any other related document to which that person or entity is not a Party.
22. Binding on Successors and Assigns. The covenants, benefits, restrictions, and obligations contained in this Agreement shall be deemed to run with the land and shall be binding upon and inure to the benefit of all successors and assigns in interest of the Owner.
23. Authority. The Parties to this Agreement represent and warrant that this instrument has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
24. Counterparts. This Agreement may be executed in counterparts and when so executed by the Parties, shall become binding upon them and each such counterpart will be an original document.

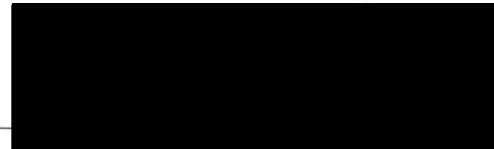
Signatures on following pages.

**SIGNATURE PAGE TO
PROPERTY MAINTENANCE AGREEMENT
BY AND BETWEEN THE CITY OF SIGNAL HILL
AND SIGNAL HILL PETROLEUM**

“CITY”

THE CITY OF SIGNAL HILL,
a California charter city

By: _____



Keir Jones
Mayor

ATTEST:

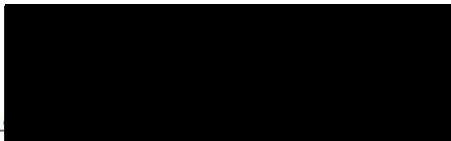
By: _____



Deputy City Clerk

APPROVED AS TO LEGAL FORM:
BEST BEST & KRIEGER LLP


By: _____



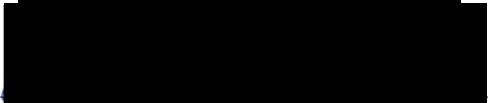
Matthew Richardson
City Attorney

**SIGNATURE PAGE TO
PROPERTY MAINTENANCE AGREEMENT
BY AND BETWEEN THE CITY OF SIGNAL HILL
AND SIGNAL HILL PETROLEUM**

“Owner”
Signal Hill Petroleum, Inc.
a California domestic corporation

By:  _____

Its: _____

By:  _____

Its: _____



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)

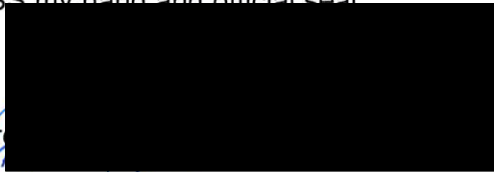
On June 13, 2022 before me, Kimberly Boles, Notary Public
(insert name and title of the officer)

personally appeared Keir Jones,
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.

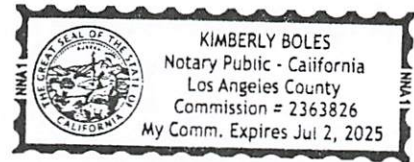
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature



(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 4/8/22 before me, Jill Marie Robinson, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared David Slater
Name(s) of Signer(s)

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.



WITNE [Redacted]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 6/8/22 before me, Jill Marie Robinson, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Craig C. Barto
Name(s) of Signer(s)

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 [Redacted]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

**EXHIBIT A
PROPERTY DESCRIPTION**

EXHIBIT B

Plat

EXIHIBIT C

Frequency Schedule Key

| Turf Area | |
|-------------------------------------|------------------------|
| Litter, Trash, Leaf Removal | M |
| Irrigation System Check & Operation | M |
| Weed Control | M |
| Fertilizing | Y |
| Mowing | W -Summer TM-Winter |
| Edging | TM |
| Disease Control | AN |

| Ground Cover/Vines/Planter/Shrubs | |
|--|----|
| Litter, Trash, Leaf Removal | M |
| Irrigation System Check & Operation | M |
| Weed Control | M |
| Fertilizing | Y |
| Edging | TY |
| Pruning | TY |
| Pest, Disease Control | AN |

| Trees | |
|-------------------------------------|---|
| Litter, Trash, Leaf Removal | Q |
| Irrigation System Check & Operation | M |
| Weed Control | M |
| Pruning | Y |

Legend:

| | |
|----|-------------------------------|
| W | Weekly (52 time/year) |
| TM | Twice Monthly (24 times/year) |
| M | Monthly (12 times/year) |
| Q | Quarterly (4 times/year) |
| TY | Twice Yearly (2 times/year) |
| Y | Yearly (1 time/year) |
| AN | As Needed |

EXHIBIT "A"

LEGAL DESCRIPTION

IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING LOTS 1, 17, 43, 73, AND 79 OF TRACT NO. 48512 RECORDED IN BOOK 1189 OF MAPS, PAGES 70 THROUGH 78 INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THE ABOVE DESCRIBED PARCELS OF LAND CONTAIN 50,478 SQUARE FEET (1.1588 ACRES), MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART THEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.


PATRICK DENNIS EARL
THIS DOCUMENT IS PRELIMINARY UNLESS SIGNED

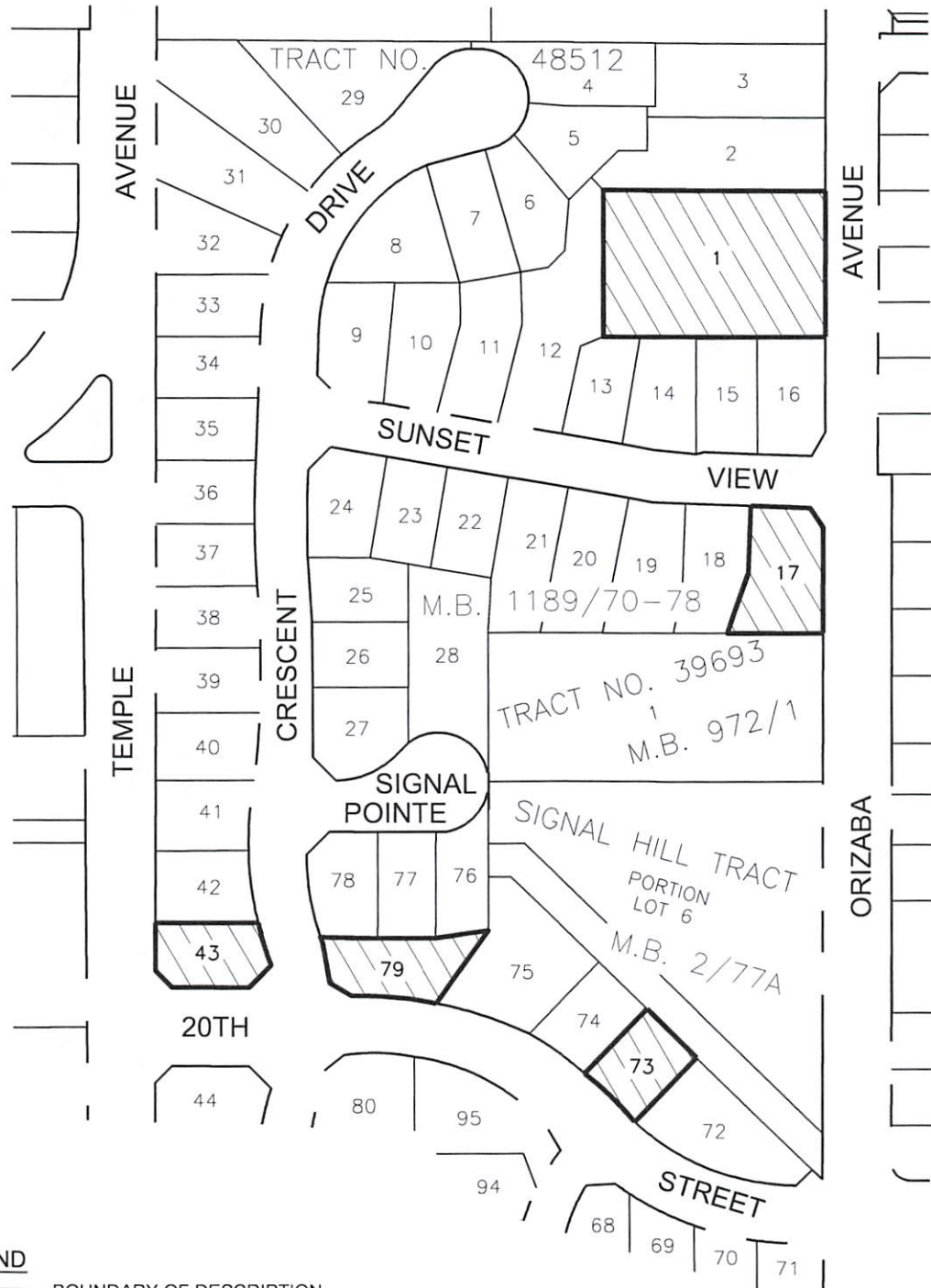
1/6/2022
DATE



0' 75' 150'
 SCALE: 1" = 150'

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION



LEGEND

-  BOUNDARY OF DESCRIPTION
-  AREA OF DESCRIPTION - 50,478 S.F.± (1.1588 ACRES ±)

NOTE: SEE TRACT NO. 48512 (M.B. 1189/70-78) FOR RECORD LOT DIMENSIONS AND



PATRICK D. EARL, P.L.S. 8773 (CA)
 THIS DOCUMENT IS PRELIMINARY UNLESS SIGNED

1/6/2022
 DATE

