

GRANT OF EASEMENT AND INDEMNIFICATION AGREEMENT

This GRANT OF EASEMENT AND INDEMNIFICATION AGREEMENT (“**Agreement**”) is made and entered into as of _____, 2017, by and between, WARRIOR GOLF EQUITIES, LLC, a California Limited Liability Corporation (“**OWNER**”) and the CITY OF CATHEDRAL CITY, a California municipal corporation (“**City**”). Owner and City may each be referred to as a “**Party**” or collectively as the “**Parties**.”

RECITALS

A. Owner owns certain real property within the Whitewater River Storm Channel, in the City of Cathedral City, State of California, as more particularly described as Parcel 5 and Parcel 7 in the Grant Deed recorded on April 27, 2011, as Instrument No. 2011-0183718, in Official Records of Riverside County, commonly known as Assessor’s Parcel Number 677-410-010 and 677-420-023, being portions of Section 17, Township 4 South, Range 5 East, San Bernardino Meridian, (the “**Property**”);

B. Owner desires to grant City a certain easement as more particularly described in Exhibit “A” and depicted on Exhibit “B”, to accommodate the construction, maintenance and use of a paved pathway and related improvements intended for public use by pedestrians, bicycles, and low speed electric vehicles, which may constitute a portion of a lengthier pathway to be known as CVLink;

C. The City will be responsible for all construction, maintenance, and repair of the Project on the Easement.

NOW, THEREFORE, in consideration of the above recitals, and the mutual covenants, terms, conditions, and restrictions contained herein, the Parties agree as follows:

TERMS

1. **City Acknowledgements.** City acknowledges that it is solely responsible for all costs of the Project.

2. **Owner Acknowledgements.** Owner hereby grants to the City an easement over specific portions of Property, as more particularly described and depicted on Exhibit “A” and depicted on Exhibit “B”, attached hereto and incorporated herein by reference (**Easement Area**”).

3. **Indemnification.** City has the sole responsibility for liability, operation, upkeep, and maintenance of the Pathway and the Easement Area. City agrees to indemnify, defend, and hold harmless Owner, its officers, agents, and employees from any and all liabilities, claims, demands, damages, or costs whatsoever, including without limitation, claims by any person for property damage, personal injury or death of any person, whether public or private, arising from, or in any way related, to use of the Pathway or the Easement Area, or the condition, installation, construction, operation, maintenance, or lack of maintenance of the Pathway or related improvements, or the Easement Area by any person, except to the extent that any such liabilities are the result of the negligence or willful misconduct of Owner, its officers, agents, or employees. The duty of the City to indemnify and save harmless includes the duty to defend as set forth in Civil Code section 2778. Nothing in this Easement limits the ability of Owner and the City to

avail themselves of the protections offered by any applicable law affording immunity to Owner and the City.

4.

5. **Compliance with Laws.** The Parties shall comply with any and all laws now in effect or that become effective during the term of this Agreement.

6. **Governing Law.** This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of California, without reference to its choice of laws principles.

7. **Successors and Assigns.** This Agreement is binding on the successors and assigns of the Parties and constitutes a covenant running with the land that binds the heirs, personal representatives, successors and assigns of the Parties. Owner acknowledges and agrees that City may assign the maintenance obligations for the Pathway; provided, however, that City will remain responsible for ensuring the overall condition and maintenance of the Pathway.

8. **Authority.** Each Party and signatory hereto warrants and represents, as a material inducement to the others, that such signatory hereto is authorized to enter into and execute this Agreement on behalf of the Party for which he, she or it signs, and has all necessary approvals and consents in that regard.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first written above.

WARRIOR GOLF EQUITIES, LLC.

By: _____
Brendan M. Flaherty

Title: _____

CITY OF CATHEDRAL CITY,
a California municipal corporation

By: _____
Charles P. McClendon
City Manager

