

RECORDING REQUESTED BY: )  
)  
)  
THE CITY OF CATHEDRAL CITY )  
)  
AND WHEN RECORDED RETURN TO: )  
)  
)  
THE CITY OF CATHEDRAL CITY )  
68-700 Avenida Lalo Guerrero )  
Cathedral City, CA 92234 )  
Attn: Agency Secretary )  
APN: \_\_\_\_\_ )

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(Space Above for Recorder's Use)  
Exempt from Recording Fees per Government Code Section 27383

**NON-EXCLUSIVE EASEMENT AGREEMENT  
WITH MAINTENANCE COVENANTS**

**NON-EXCLUSIVE EASEMENT AGREEMENT  
WITH MAINTENANCE COVENANTS  
(M&M PROPERTY COMPANY)**

This Easement Agreement with Maintenance Covenants ("the Agreement") is entered into by and among the CITY OF CATHEDRAL CITY, a California municipal corporation (the "City"), the CITY OF CATHEDRAL CITY SOLELY IN ITS ROLE AS SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF CATHEDRAL CITY, a separate legal entity existing under Health & Safety Code Section 34173 ("Successor Agency"), M & M PROPERTY COMPANY, LLC, a California limited liability company (the "Developer"), and CONNEAUT PARTNERS, LLC, a California limited liability company ("Conneaut"). Collectively said parties may be referred to herein as the "Parties," or individually as a "Party." This Agreement bears the date of \_\_\_\_\_, 2015 for purposes only of document recordation and identification (herein known as the "Record Date").

**RECITALS**

**WHEREAS**, the Parties have cooperated in the creation of Parcel Map 36428 (the "Map"), recorded on July 1, 2013, in Parcel Map Book 235, at Pages 69 through 71, inclusive, in the Official Records of Riverside County, California (the "Official Records"), a copy of which recorded map is attached hereto as Exhibit "A", which created, realigned, resized, or otherwise affected previously existing land parcels, and provides said affected parcels with new legal descriptions; and

**WHEREAS**, Conneaut, prior to the recording of the Map, was owner of that certain property legally described on Exhibit "B" attached hereto (the "Original Conneaut Land"), and shown on the recorded Map as Parcels 9, 10, and 11. Conneaut entered into that certain Lease dated February 15, 2004 (the "Conneaut Lease") with CCC Properties, LLC, a California limited liability company ("Original Tenant"). By way of assignment from Original Tenant, the former Redevelopment Agency of the City of Cathedral City was assigned all of Original Tenant's right, title and interest, and it assumed all of Original Tenant's obligations thereafter arising, under the Conneaut Lease for the Original Conneaut Land pursuant to the Assignment and Assumption of Lease dated March 7, 2007. As a result of the dissolution of the former Redevelopment Agency of the City of Cathedral City by action of California State Legislature on February 1, 2012, and the appointment of City of Cathedral City as Successor Agency to the former Redevelopment Agency, Successor Agency is the current "Tenant" under the Conneaut Lease; and

**WHEREAS**, the former Redevelopment Agency of the City of Cathedral City entered into a Disposition and Development Agreement (the "DDA") with Developer, dated as of June

22, 2011, a Memorandum of which was recorded as Document No. 2012-0300735 in the Official Records on June 28, 2012, which called for the transfer to Developer of certain land located in the area covered by the Map for the purposes of developing an automobile dealership (the "Automobile Dealership") and an access road located on Parcel 1 and Parcel 11 (the "Access Road"), which road would benefit not only Developer's land but other parcels as well (all as more particularly provided and described in the DDA, which is incorporated herein by reference); and

**WHEREAS**, Successor Agency, in accordance with the terms of the DDA, has previously transferred certain land to Developer, by deed recorded on June 28, 2012, as Instrument No. 2012-0300738, in the Official Records, for use in constructing the Automobile Dealership and the Access Road, which land is depicted on the Map as: Parcel 1 (more or less the eastern and southern portions of the Access Road), Revised Parcel 2 (as defined in the Recital below ), Revised Parcel 5 (as defined in the Recital below) and Parcel 8. Parcel 11 (which is a portion of the Original Conneaut Land, which is sometimes referred to herein as the "Former Conneaut Land") is legally described in Exhibit "C", attached hereto) and is more or less the northwestern portion of the Access Road; and

**WHEREAS**, subsequent to the recordation of the Map, Developer, Successor Agency and the City processed and recorded Lot Line Adjustment No. 2014-469 (the "Lot Line Adjustment"), attached hereto as Exhibit "D", which adjusted the boundaries between Parcel 2, which is the Automobile Dealership, and Parcel 5 of the Map. A portion of Parcel 5 was transferred by Successor Agency to Developer by deed recorded March 31, 2014, as Instrument No. 2014-0116836, in the Official Records, which enlarged Parcel 2, and gave it a new legal description, and decreased the size of Parcel 5, and gave it a new legal description. The enlarged Parcel 2 is described and shown in Exhibit "D" and is hereafter referred to as "Revised Parcel 2" and the remaining portion of Parcel 5 as shown and described in Exhibit "D" is hereafter referred to as "Revised Parcel 5"; and

**WHEREAS**, in exchange for Parcel 11 to be transferred to Developer by Conneaut for inclusion as part of the Access Road as required by the DDA , Developer is, concurrently with the recording of this Agreement in the Official Records, transferring to Conneaut the land shown on the Map as Parcel 8. As a result, upon recording of the Property Transfer Agreement in the Official Records, Conneaut will own Parcel 8, Parcel 9 and Parcel 10 of the Map, herein referred to as the "Conneaut Property," and Developer will own Parcel 1, Parcel 11, Revised Parcel 2 and Revised Parcel 5; and

**WHEREAS**, Successor Agency consents to the transfer of Parcel 11 by Conneaut to Developer, which will result in Parcel 11 no longer being a part of the Original Conneaut Land that is the subject of the Conneaut Lease with Successor Agency as current Tenant; and



**WHEREAS**, in consideration of the decrease in the size of the land covered by the Conneaut Lease by the transfer of Parcel 11 to Developer and by the dedication of a portion of said land, Parcel "A", as shown on the Parcel Map, for highway purposes, Successor Agency and Conneaut acknowledge that Parcel 8, through its transfer to Conneaut by Developer, may be leased by Successor Agency from Conneaut pursuant an amendment to the Conneaut Lease or a separate lease, on terms and conditions mutually acceptable to Successor Agency and Conneaut; and

**WHEREAS**, the Oversight Board of the Successor Agency (the "Oversight Board") and the California Department of Finance ("DOF"), as required under Health & Safety Code Sections 34177 and 34181, have approved of (i) the transactions described in the above Recitals, and (ii) this Agreement; and

**WHEREAS**, the Parties desire to set forth certain terms for the access easement and the sharing of maintenance costs of the street, curbs, gutters and other related improvements that are part of the Access Road (the "Access Road Improvements"), which have been constructed by Developer prior to the Record Date .

**NOW, THEREFORE, THE PARTIES AGREE TO BE BOUND BY THE PROMISES, COVENANTS AND OBLIGATIONS CONTAINED IN THIS AGREEMENT, EACH OF THEM ACKNOWLEDGING THE SUFFICIENCY OF THE CONSIDERATION GIVEN TO IT.**

#### **TERMS AND CONDITIONS**

##### **Section 1.     Incorporation of Recitals.**

Each of the Recitals set forth above is incorporated in this Agreement, and the Parties each acknowledge and agree the truth and accuracy thereof.

##### **Section 2.     Identification of Parties and Parcels; Recording of Agreement.**

a.     The ownership of the Parcels, as modified by the Lot Line Adjustment in Exhibit "D", prior to the transactions contemplated by this Agreement are listed below:

- (1)     Successor Agency: Parcel 6 and Parcel 7;
- (2)     Developer: Parcel 1, Revised Parcel 5, Revised Parcel 2 and Parcel 8;
- (3)     Conneaut: Parcel 9, Parcel 10 and Parcel 11; and
- (4)     Not a part of this Agreement: Parcel 3 and Parcel 4.



b. The Parcels of the Map and lands to be owned by each of the Parties after completion of the transactions contemplated by this Agreement are listed below:

- (1) Successor Agency: Parcel 6 and Parcel 7;
- (2) Developer: Parcel 1, Revised Parcel 2, Revised Parcel 5 and Parcel 11; and
- (3) Conneaut: Parcel 8, Parcel 9, and Parcel 10.

c. This Agreement shall be recorded in the Official Records. References herein to a Parcel number, if not expressly described as relating to a different parcel map, shall mean and refer to that Parcel number described on the Map.

### **Section 3. Easement Agreement.**

a. In consideration of the transfer of Parcel 11 to Developer, and of the various promises, covenants and obligations of each of the other Parties contained in this Agreement, the sufficiency of which is expressly acknowledged, Developer hereby grants an irrevocable non-exclusive appurtenant easement (the "Grant of Easement") to the owners of Parcels 6, 7, 8, and 10 (collectively, the "Benefitted Parcels"), and to their heirs, personal representatives, successors and assigns, without time limit or other constraint, except as otherwise provided in this Agreement (the owners of the Benefitted Parcels, whomever they may be from time to time, are referred to herein as the "Benefitted Owners") on and over the Access Road for the purposes of ingress, egress and other access by all persons to and from the Benefitted Parcels. It is expressly intended that, consistent with City regulations, each Party may have access to the Access Road along the entire frontage of their Parcel to the extent that it fronts the Access Road, inasmuch as the Parcels, other than Revised Parcel 2 and Revised Parcel 5, are not presently developed and it cannot be known with certainty where improvements on the Benefitted Parcels will ultimately be constructed. No access over the Access Road to a Benefitted Parcel shall unreasonably restrict access over the Access Road to another Benefitted Parcel, or to create unsafe or hazardous traffic patterns or conditions within the Access Road. Parcels 3 and 4 are not part of this Agreement, as described in section 2 above; thus, Parcels 3 and 4 are not Benefitted Parcels, and the owners and occupants thereof, are not "Benefitted Owners" and shall not be entitled to use the easements granted herein.

b. In addition, if Conneaut or its successors or assigns, should ever take any action as part of any development, or permit any lessee of the Conneaut Property to take any action as part of any development, to combine Parcels 8, 9 and 10, or any part of them, either into one parcel or into one use, even if they remain separate parcels, such that access to what is now Parcel 9 becomes possible from the Access Road over and through what is now Parcel 8 or

Parcel 10 (herein referred to as "Conneaut Use Change"), then the Grant of Easement by Developer in this section 3 shall extend to Parcel 9, and Parcel 9 shall thereafter be deemed to be a Benefitted Parcel, and its owner a Benefitted Owner. If there is no Conneaut Use Change, such that access to the Access Road from Parcel 9 is not possible, then the Grant of Easement shall not apply to Parcel 9. Additionally, the Grant of Easement shall not apply to an arrangement between two unrelated Benefitted Owners, one located on Parcel 9 and one located on Parcel 8 and/or Parcel 10, for access to the Access Road from Parcel 9.

c. A Monument Sign ("Monument Sign") may be located at the juncture of the Access Road and East Palm Canyon to indicate the names of businesses whose primary entrance is located on the Access Road. Prior to construction of the Monument Sign, the Parties for all of the Benefitted Parcels must first agree in writing to its construction and maintenance. The Monument Sign shall be constructed so as to allow one display area on each side thereof for each of the Benefitted Parcels plus one display area for Revised Parcel 2 and one display area for Revised Parcel 5 (assuming that each of said Parcels otherwise qualifies under the terms of this paragraph). The Monument Sign shall be located so as not to block view or access of a Benefitted Parcel (or Revised Parcel 2 or Revised Parcel 5) from East Palm Canyon, and shall be in conformity with all pertinent City sign regulations. Nothing contained herein shall prevent any Party from constructing business signs within their own Parcel, so long as those signs are in conformity with all pertinent City regulations.

#### **Section 4. Maintenance and Repair of the Access Road; Reimbursement.**

a. Developer shall, at its sole cost and expense (but subject to reimbursement to the extent expressly set forth in this Agreement), maintain and repair the Access Road Improvements (and make such replacements thereof as are reasonably required) in order to keep the Access Road and the Access Road Improvements in good condition and repair (collectively, the "Maintenance of the Access Road Improvements"). In recognition of the financial cost to be incurred by Developer for the Maintenance of the Access Road Improvements, the other Parties each agree to reimburse Developer according to the Cost Proration (as defined subsection 4.c below) for such Maintenance Costs (as defined in subsection 4.b below and set forth in Exhibit "E" attached hereto).

b. The term "Maintenance Costs" as used herein shall mean the following costs to the extent incurred with respect to the Access Road and Access Road Improvements only: (i) real property taxes; (ii) insurance of reasonable scope and terms protecting Developer and each of the Benefitted Owners from any claim arising from the use, operation or Maintenance of the Access Road; (iii) street sweeping and cleaning, debris removal, periodic resealing of the surface of the Access Road Improvements as is necessary; (iv) maintenance and repair (which includes necessary replacements) of the Access Road Improvements or any part thereof as may become



necessary or appropriate; (v) maintaining, watering, replacing, trimming, fertilizing and otherwise taking care of landscaping within the Access Road in a first class manner, replacement of landscaping within the Access Road as necessary, and gardening services; (vi) utility costs pertaining to the Access Road Improvements, including lighting of the Access Road Improvements, directional signs, and the monument sign; (vii) the cost of complying with the requirements or standards of any governmental entity having any jurisdiction over any portion of the Access Road or Access Road Improvements, over the manner of its maintenance or operation or over the manner of access from public streets to the Access Road Improvements; and (ix) any costs not so listed which are necessary or reasonable to incur in order to maintain, repair, replace and operate the Access Road Improvements including, but not limited to, the cost of hiring a property management company to handle the Maintenance of the Access Road.

c. The proration of the total of the Costs of Maintenance among the Parties, including Developer, (the "Cost Proration") is attached hereto as Exhibit "E" to this Agreement and is based upon the ratio which the total square footage of land area of each Benefitted Parcel bears to the total square footage of land area of all of the Benefitted Parcels, Revised Parcel 2 and Revised Parcel 5. If, for any reason, any of the Benefitted Parcels is increased in size or reduced in size by virtue of a transfer of a portion of one Benefitted Parcel to another Benefitted Parcel, the Cost Prorations of the affected Benefitted Parcels shall be recalculated accordingly, including the Maintenance Cost Prorations of the Benefitted Owners of the affected Benefitted Parcels.

d. Developer shall prepare an annual report which: (i) identifies the Maintenance Costs; (ii) sets forth each Party's Cost Proration (based on the percentages as noted in Exhibit "E") thereof; and (iii) is accompanied by reasonable supporting documentation of all of the Maintenance Costs (collectively, the "Annual Maintenance Report"). The Maintenance Costs shall not include any costs associated solely with Revised Parcel 2 and/or Revised Parcel 5 or any other Parcel that is not the Access Road. The Annual Maintenance Report shall be distributed, in a manner compatible with the notice provisions of this Agreement, by Developer to the other Parties, or their heirs, personal representatives, successors or assigns as soon as reasonably practicable (and in any event within ninety (90) days) following the end of the calendar year in which such Maintenance Costs were incurred.

e. Once the final amount of the Maintenance Costs and each Party's Cost Proration is determined, each Party shall pay its Cost Proration of the Maintenance Costs, and in any event not later than thirty (30) days of the date the final amount is determined. A failure to do so within the required period shall be deemed a potential breach of the covenant regarding such owner's obligation to pay for such Maintenance Costs, which failure may become an actual breach after Developer provides notice of default in compliance with the notice section



of this Agreement and the owner of the Benefitted Parcel fails to make payment within the time indicated in the notice, which time period shall not be less than ten (10) days following such owner's receipt of such notice. A breach of this covenant shall not terminate or serve as the basis for a termination of the Grant of Easement, but may be enforced by Developer or any other Party by bringing an action in law or equity to recover the subject sums. If Developer elects to proceed in a legal action, the provisions of subsections 5.c and 8.o hereof shall apply. Developer may then enforce the judgment in any manner permitted under California law.

f. Notwithstanding any other provision of this Agreement, no Party shall be responsible for payment of any Maintenance Costs with respect to a Benefitted Parcel it owns unless and until it (or its heirs, personal representatives, successors, assigns or lessee hereafter) obtains a building permit for a building and other improvements on such Benefitted Parcel. In the event that a building permit for a building and other improvements upon a Benefitted Parcel is issued to a Party (or its heirs, personal representatives, successors, assigns) or at any time other than the commencement of the calendar year during which current Maintenance Costs are calculated, said Party's Cost Proration for Maintenance Costs for that Benefitted Parcel shall be prorated for said year.

g. In the event that at any time in the future the Conneaut Use Change occurs, Developer, or its successors, assigns or lessees, shall re-compute the Cost Proration for Maintenance Costs (but only to be effective once a building permit is issued with respect to improvements on Parcel 9) to include the total square footage of land area of Parcel 9 in the determination of the Cost Proration, which will result in a smaller share of the Cost Proration for each of the other Parcels, and a larger share of the Cost Proration being allocated to the owner of the Conneaut Parcels (if the owner thereof then continues to own all of the Conneaut Parcels). Should that occur, the then owner of Parcel 9 shall pay its Cost Proration of Maintenance Costs as and when otherwise required under this Agreement (and if Conneaut then owns any other Parcels, it may reduce its payment of the Cost Proration of the Maintenance Costs for Parcel 9 by the amount it would otherwise be reimbursed as described in the next sentence). Upon receipt of the Cost Proration for Maintenance Costs for Parcel 9, Developer shall re-compute the Cost Proration of Maintenance Costs for each of the other Parcels, including Revised Parcel 2 and Revised Parcel 5, and shall reimburse the then owners of the other Parcels for any amounts those owners overpaid, based on the earlier Cost Proration of Maintenance Costs, as compared with the recomputed Cost Proration for Maintenance Costs because of the Conneaut Use Change.

h. In the event that, after the initial completion of the Access Road Improvements, the development of a Benefitted Parcel requires a physical disruption of the Access Road Improvements for the underground installation of any utility or other service to the Benefitted

Parcel, or causes undue wear and tear on the Access Road Improvements due to the travel upon the Access Road Improvements of construction equipment, or requires that the Access Road Improvements receive more than ordinary maintenance, repairs, replacements or cleaning due to construction activities on or with respect to the Benefitted Parcel, the costs of correcting such damage, wear and tear, or maintenance, repair, replacement or cleaning need ("Repair Costs") shall be the sole responsibility of the owner of said Benefitted Parcel. Developer may require such work, or any part thereof, to be undertaken by the owner of the Benefitted Parcel, or may undertake the work itself and charge the reasonable Repair Costs thereof to the owner of the Benefitted Parcel, in which case Developer will provide the owner of the Benefitted Parcel, as soon after the work of correction has been performed as is practical, with an invoice containing a detailed explanation of the reasonable Repair Costs incurred by Developer, it being understood that further invoices may be sent as other works of correction become necessary.

i. The owner of the subject Benefitted Parcel under subsection 4.g above shall pay each invoice for reasonable Repair Costs within sixty (60) days of receiving it. A failure to do so within the required period shall be deemed a potential breach of the covenant regarding such owner's obligation to pay for such Repair Costs, which failure may become an actual breach after Developer provides notice of default in compliance with the notice section of this Agreement and the owner of the Benefitted Parcel fails to make payment within the time indicated in the notice, which time period shall not be less than ten (10) days following such owner's receipt of such notice. A breach of this covenant shall not terminate or serve as the basis for a termination of the Grant of Easement, but may be enforced by Developer or any other Party by bringing an action in law or equity to recover the subject sums. If Developer elects to proceed in a legal action, the provisions of subsections 5.c and 8.o hereof shall apply. Developer may then enforce the judgment in any manner permitted under California law.

j. If the owner of a Benefitted Parcel refuses to pay its Cost Proration of Maintenance Costs or the amount of the Repair Costs, and such refusal continues a breach of the covenant contained in subsection 4.h above, Developer shall have the right to re-calculate the applicable Cost Proration of the Maintenance Costs, including by adding thereto the unpaid Repair Costs, among the non-defaulting Parties, and to reassess each of said non-defaulting Parties for its Cost Proration of such expenses (including an allocation thereof to Developer) in accordance with the allocation procedures outlined above. At such time as Developer recovers any portion of the delinquent Maintenance Costs or the Repair Costs, and after deducting Developer's reasonable attorneys' fees and legal costs to the extent not recovered by Developer from the breaching owner (which recovery of such reasonable attorneys' fees and legal fees shall have priority over reimbursement to the other Parties of the other amounts recovered), Developer shall allocate among the non-defaulting Parties their respective shares of



the recovered amounts. The intent of this section is to enable Developer to take action to enforce and recover any Maintenance Costs and/or Repair Costs payable by a Party, to share the financial burden of the delinquent amounts among all of the non-defaulting Parties as their interests appear, to first repay Developer for advancing the costs of recovering any delinquent amounts, and then to reimburse the non-defaulting Parties for the share of the unpaid Maintenance or Repair Costs which each non-defaulting Party paid.

**Section 5.     Arbitration Provisions.**

a.     At any time that a Party is entitled to and elects to proceed to binding arbitration in accordance with the terms of this Agreement, said Party shall serve a sixty (60) day notice, given in compliance with the notice provisions of this Agreement, on each of the other Parties. If an agreement on the disputed issue or issues has not been reached prior to the end of said notice period, the aggrieved Party may proceed to arbitration as provided hereinafter. As noted, any Party which has not served a timely and compliant notice contesting the relevant documents, facts, totals or conclusions, may elect not to participate in the arbitration proceeding. The Parties agree that any binding determination in arbitration shall apply to all of the Parties, whether or not a Party elected not to participate.

b.     The aggrieved Party shall follow the rules of the American Arbitration Association regarding binding arbitration, and each of the Parties agrees to follow the same rules, to be bound by the eventual decision, and that said decision may be entered as a judgment in the Superior Court of Riverside County.

c.     The "Costs" of each Party participating in the arbitration shall be awarded to each Party deemed to be a prevailing party in said arbitration. The term "Costs" as used in this subsection includes necessary and reasonable attorneys' fees, the fees paid or payable to the American Arbitration Association, and any other reasonable and necessary costs which the prevailing Party incurred in preparing and presenting its case to the arbitrator and enforcing the judgment or award given in the arbitration.

**Section 6.     Notice Provisions.**

a.     Any notice permitted or required to be given under the provisions of this Agreement shall be in writing and served on all of the Parties to the individuals and/or organizations specified below, at the address specified, or to such other individual and/or organization or address as may be specified from time to time by any Party in a notice given in accordance with this section.



b. Notices may be given in the following manner: by personal delivery; by registered or certified mail, return receipt requested; by a reputable overnight courier service (such as FedEx); or by e-mail and regular mail.

c. Notices shall be deemed to be effective: with respect to personal delivery or delivery by reputable overnight courier, on the date of said delivery; with respect to registered or certified mail, on the date indicated on the return receipt or registration form that the notice acknowledges receipt, or if the notice was refused then the date of refusal shown on the form; and with respect to e-mail and regular mail, on the third day after the regular mail is deposited in the U.S. mail, postage prepaid and properly addressed to the Party or Parties.

d. Notices shall be provided to the Parties as follows, unless a Party has provided alternative notice information, given to the other Parties in a written notice given in accordance with this section:

Developer:	M & M Property Company, LLC 2740 BROADWAY Oakland, CA 94612 Attn: Michael Murphy
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With a copy to:

Belzer, Hulchiy & Murray  
3650 Mt. Diablo Blvd., Ste. 130  
Lafayette, CA 94549  
Attn: Robert A. Belzer

The City and Successor Agency:	City of Cathedral City 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234 Attn: Charles P. McClendon
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With a copy to:

Green de Bortnowsky, LLP  
23801 Calabasas Rd., Ste. 1015  
Calabasas, CA 91302  
Attn: Charles R. Green

Conneaut:	Conneaut Partners, LLC 39 Shetland Court P.O. Box 244 San Ramon, CA 94583
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Attn: Thomas Hollister

With a copy to:

Freeman, Freeman & Smiley LLP  
1888 Century Park East, Suite 1900  
Los Angeles, CA 90067  
Attn: Glenn T. Sherman

**Section 7. Indemnification Provisions.**

a. Developer hereby agrees to indemnify, defend and hold each of the other Parties harmless against any and all liabilities, costs, expenses, losses, damages, suits, claims, legal proceedings or extra-judicial proceedings (including, without limitation, mediation and/or arbitration) (collectively, the "Claims") arising out of Developer's construction, maintenance and/or repair of the Access Road Improvements, and any actions taken or failure to act by Developer in furtherance thereof.

b. Each of the Parties hereto, including Developer, hereby agrees to indemnify, defend and hold each of the other Parties harmless against any Claims arising out of any negligence or willful misconduct by the indemnifying Party which arises in connection to the indemnifying Party's use of the Access Road and Access Road Improvements. This indemnification includes Claims arising out of the negligence or willful misconduct of any third party vendor, service provider or agent working on behalf of or utilizing the Access Road or Access Road Improvements solely for the benefit of the indemnifying Party.

**Section 8. General Provisions.**

a. All exhibits attached to this Agreement are deemed to be incorporated into this Agreement by reference.

b. The Parties agree to execute any additional documents, forms, notices, applications or other documents reasonably necessary to carry out the intent of this Agreement.

c. The Parties agree that, should any provision, section, paragraph, sentence or word of this Agreement be rendered or declared invalid by any final arbitration award or final judgment in any court action in a court of competent jurisdiction, or by reason of legislation, the remaining provisions, sections, paragraphs, sentences and words of this Agreement shall remain in full force and effect, and the Parties agree in good faith to immediately amend this Agreement in such a way as to provide valid alternative provisions, sections, paragraphs, sentences or words as to carry out the intent of this Agreement.

d. Developer shall pay prior to delinquency all real property taxes and assessments assessed and levied on or against the Access Road and Access Road Improvements. The covenants, promises and obligations contained in this Agreement constitute equitable servitudes and shall run with the land of each Parcel which is the subject of the Grant of Easement, shall inure to the benefit of each of the Parties and their respective heirs, personal representatives, successors and assigns, and shall be binding on the Parties and each of their respective heirs, personal representatives, successors, assigns and lessees.

e. With respect to any default by a Party occurring after the Effective Date (as defined in subsection 8.u below), a non-breaching Party may institute legal action to cure, correct or remedy any default, providing that notice and an opportunity to cure have been given in compliance with the terms of this Agreement, and further provided that such action is not otherwise required to be handled in binding arbitration or prohibited or restricted by the provisions of this Agreement, to recover any damages arising from such breach or to obtain any other remedy, legal or equitable, consistent with the purposes of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Riverside, State of California, in any other appropriate court in that County, or in the Federal District Court in the Central District of California.

f. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

g. Except with respect to any rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by either the same defaulting Party or any other Party. A waiver of a requirement by a Party shall not constitute an ongoing waiver of that requirement in the future.

h. No elected official, officer, employee or agent of the City having any conflict of interest, direct or indirect, related to this Agreement shall participate in any decision relating to this Agreement.

i. Each of the Parties warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. Third parties, for the purposes of this section, shall not include persons to whom fees are paid for professional services if rendered by attorneys, financial or other consultants, accountants, engineers, architects and the like when such fees are considered necessary by the Party. For the purposes of this paragraph, third parties shall include any elected official, officer, employee or agent of the City.



j. No elected official, officer, employee, agent or attorney of the City, the Successor Agency or the Oversight Board shall be personally liable to any Party, its shareholders or principals, or any successor in interest, or any other party or person whatsoever, in the event of any default or breach by the City or the Successor Agency, or for any amount which may become due to a Party or to its successors, or on any obligations under the terms of this Agreement, except for gross negligence or willful acts of such elected official, officer, employee, agent or attorney.

k. In addition to specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of public enemy; epidemics; quarantine restrictions; freight embargoes or lack of transportation; weather-caused delays; inability to secure necessary labor, materials or tools; acts of any other Party other than as permitted or required by the terms of this Agreement; acts or failure to act of any public or governmental agency or entity other than as permitted or required by the terms of this Agreement (except that action or failure to act by the City shall not extend the time for the City to act unless such extension is otherwise expressly authorized hereunder) unless such action or failure to act is the result of a lawsuit or injunction, or any other causes beyond the reasonable control or without the fault of the Party claiming an extension of time to perform. Any extension of time for any such cause hereunder shall be for the period of the delay caused thereby and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Parties within thirty (30) days after the commencement of the cause. Times of performance under this Agreement may also be extended by mutual agreement in writing by and among the Parties.

l. Each of the Parties shall have the right at all reasonable times and at no cost or expense to inspect the books and records of Developer pertaining to any charge or assessment for Maintenance Costs or Repair Costs up to the time such charges or assessments become final in accordance with the provisions of this Agreement. Matters learned by any Party in the course of such inspections shall not be disclosed to third parties unless required by law or unless otherwise resulting from or related to the pursuit of any remedies or the assertion of any rights by the inspecting Party hereunder.

m. The City Manager of the City is authorized to sign, on his own authority, on behalf of the City and/or the Successor Agency, amendments to this Agreement which are of routine or technical nature.

n. Each Party represents and warrants the following: they have carefully read this Agreement, and in signing this Agreement and agreeing to be bound by the same, they have received independent legal advice from legal counsel as to the matters set forth in this

Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement, and they have freely signed this Agreement and agreed to be bound by it without any reliance upon any agreement, promise, statement or representation by or on behalf of any other Party, or its respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise. This Agreement shall be interpreted as though prepared equally by all of the Parties.

o. If any Party hereto files any action or brings any action or proceeding against the any other Party or Parties arising out of this Agreement, seeks the resolution of disputes, or is made a party to any action or proceeding brought by a third party with respect to this Agreement, then as between the complaining Party and the Party or Parties named in such action, the prevailing Party shall be entitled to recover as an element of its costs of suit or resolution of disputes, and not as damages, its reasonable attorneys' fees as fixed by the Court or other forum for resolution of disputes as may be agreed upon by the Parties in such action or proceeding or in a separate action or proceeding brought to recover such attorneys' fees.

p. Any Party shall have the right to encumber its interest in its respective Parcel (subject to the limitations described in this Agreement with respect to encumbrance of the Access Road or Access Road Improvements) by either mortgage or deed of trust, provided such mortgage or deed of trust is subject to and subordinate to this Agreement. Notwithstanding the foregoing, such mortgage or deed of trust, once recorded in the Official Records, shall at all times remain superior to and have priority over any breach of this Agreement. The breach or default of this Agreement shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value on any Parcel or Parcels after the date of the recording of this Agreement in the Official Records, but the agreements, conditions, covenants, easements, restrictions and obligations hereof shall be binding and effective against any fee owner whose title is acquired by foreclosure, deed in lieu of foreclosure, trustee's sale, or other enforcement of rights under such mortgage or deed of trust.

q. Unless otherwise indicated with respect to a requirement, all time frames for performance of an act required or permitted by this Agreement shall be calendar days. Time frames measured in months shall be calculated with reference to the actual number of days in the relevant months. Annual time frames shall mean a period of 365 days.

r. This Agreement shall be executed in four (4) duplicate originals, each of which is deemed to be an original. This Agreement constitutes the entire understanding and agreement of the Parties. The Parties may sign this Agreement in counterparts.

s. This Agreement and the other written instruments executed in connection herewith integrate all of the terms and conditions mentioned herein or incidental hereto, and

supersede all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

t. All waivers of the provisions of this Agreement and all amendments hereto must be in writing and signed by the appropriate representatives of the Parties. Other than minor or technical amendments which the City Manager may approve on his own authority, any amendment to this Agreement must be approved by the City Council of the City.

u. The Effective Date of this Agreement (the "Effective Date") shall be when both of the following have occurred: (i) this Agreement has been approved by the City Council, both on behalf of the City and acting as the legislative body of the Successor Agency; and (ii) the date when the last signature on behalf of a Party is affixed hereto.

v. The Successor Agency hereby represents that all necessary approvals of the Oversight Board have been received.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]



**NOW, THEREFORE, THE PARTIES, AND EACH OF THEM, INTENDING TO BE BOUND TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, HAVE SET FORTH THE SIGNATURES OF THEIR AUTHORIZED REPRESENTATIVES.**

**CITY:**  
**CITY OF CATHEDRAL CITY,**  
a municipal corporation

**DEVELOPER:**  
**M&M PROPERTY COMPANY, LLC,**  
a California limited liability company

By: \_\_\_\_\_  
Charles P. McClendon, City Manager  
Date: \_\_\_\_\_, 2015

By: \_\_\_\_\_  
Michael Murphy, Managing Member  
Date: \_\_\_\_\_, 2015

**SUCCESSOR AGENCY:**  
**CITY OF CATHEDRAL CITY SOLELY**  
**IN ITS ROLE AS SUCCESSOR AGENCY TO**  
**THE FORMER REDEVELOPMENT AGENCY**  
**OF THE CITY OF CATHEDRAL CITY,**  
a separate legal entity existing under  
the Health & Safety Code

**CONNEAUT:**  
**CONNEAUT PARTNERS, LLC,**  
a California limited liability company

By: \_\_\_\_\_  
Charles P. McClendon,  
Executive Director  
Date: \_\_\_\_\_, 2015

By: \_\_\_\_\_  
Thomas Hollister, Managing Partner  
Date: \_\_\_\_\_, 2015

Attest:

\_\_\_\_\_  
Gary F. Howell  
City Clerk

Approved as to form:

**GREEN DE BORTNOWSKY, LLP**  
City Attorney

\_\_\_\_\_  
Charles R. Green

CATH\0046-47\Non-Exclusive Easement Agreement (11-4-15).docx

## CERTIFICATE OF 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 \_\_\_\_\_ )

County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_  
Date Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
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 \_\_\_\_\_

Place Notary Seal Above



## CERTIFICATE OF ACKNOWLEDGMENT

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State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_  
Date Here Insert Name and Title of the Officer  
personally appeared \_\_\_\_\_  
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.

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WITNESS my hand and official seal.

Signature \_\_\_\_\_

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State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_  
Date Here Insert Name and Title of the Officer  
personally appeared \_\_\_\_\_  
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 \_\_\_\_\_

Place Notary Seal Above



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State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_  
Date Here Insert Name and Title of the Officer  
personally appeared \_\_\_\_\_  
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 \_\_\_\_\_

Place Notary Seal Above

**NON-EXCLUSIVE EASEMENT AGREEMENT  
WITH MAINTENANCE COVENANTS  
(M & M PROPERTY COMPANY-CONNEAUT)**

**EXHIBIT LIST**

**EXHIBIT "A":** Reduced copy of recorded Parcel Map No. 36428

**EXHIBIT "B":** Legal description of "Original Conneaut Land"

**EXHIBIT "C":** Legal description of "Former Conneaut Land"

**EXHIBIT "D":** Certificate of Compliance for Lot Line Adjustment No. 2014-469 and Legal Descriptions of Revised Parcel 2 and Revised Parcel 5.

**EXHIBIT "E":** Cost Proration Percentages



**NON-EXCLUSIVE EASEMENT AGREEMENT  
WITH MAINTENANCE COVENANTS  
(M & M PROPERTY COMPANY-CONNEAUT)**

**EXHIBIT "A"**

**Parcel Map No. 36428**  
RECORDED JULY 1, 2013, IN BOOK 235, AT PAGES 69-71  
OF PARCEL MAPS, OFFICIAL RECORDS OF RIVERSIDE COUNTY  
follows this page:





IN THE CITY OF CATHEDRAL CITY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# PARCEL MAP NO. 36428

BEING A SUBDIVISION OVER PORTIONS OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 15 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF

VAN SURVEYING AUGUST, 2012

## NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA  
COUNTY OF Alameda  
ON June 11, 2013 BEFORE ME Diana Serechao a notary public  
(INSERT NAME AND TITLE OF THE OFFICER)

PERSONALLY APPEARED Larry Fountain 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/IT/HEY EXECUTED THE SAME IN HIS/HER/ITS/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/ITS/THEIR SIGNATURE(S) ON THE INSTRUMENT, I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.



SIGNATURE Diana Serechao  
COMMISSION #1857308 MY COMMISSION EXPIRES JAN 23, 2016  
MY PRINCIPAL PLACE OF BUSINESS IS ALAMEDA COUNTY, CA.

## NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA  
COUNTY OF Alameda  
ON June 17, 2013 BEFORE ME Josephine Maza, Notary Public  
(INSERT NAME AND TITLE OF THE OFFICER)

PERSONALLY APPEARED Wesley Gernard Hinckley 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/IT/HEY EXECUTED THE SAME IN HIS/HER/ITS/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/ITS/THEIR SIGNATURE(S) ON THE INSTRUMENT, I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.



SIGNATURE Josephine Maza  
COMMISSION #1857308  
Principal Place of Business: Riverside Co.

## NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA  
COUNTY OF Orange  
ON June 24, 2013 BEFORE ME Marilou R. Smith, Notary Public  
(INSERT NAME AND TITLE OF THE OFFICER)

PERSONALLY APPEARED Robert Lachwitz 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/IT/HEY EXECUTED THE SAME IN HIS/HER/ITS/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/ITS/THEIR SIGNATURE(S) ON THE INSTRUMENT, I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

SIGNATURE Marilou R. Smith  
COMMISSION #1857308  
Principal Place of Business: Travis, California

## NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA  
COUNTY OF Riverside  
ON June 18, 2013 BEFORE ME Josephine Maza, Notary Public  
(INSERT NAME AND TITLE OF THE OFFICER)

PERSONALLY APPEARED Debra Jean DeRose 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/IT/HEY EXECUTED THE SAME IN HIS/HER/ITS/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/ITS/THEIR SIGNATURE(S) ON THE INSTRUMENT, I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.



SIGNATURE Josephine Maza  
COMMISSION #1857308  
Principal Place of Business: Riverside Co.

## NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA  
COUNTY OF Riverside  
ON June 18, 2013 BEFORE ME Josephine Maza, Notary Public  
(INSERT NAME AND TITLE OF THE OFFICER)

PERSONALLY APPEARED Patricia Dale Hammett 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/IT/HEY EXECUTED THE SAME IN HIS/HER/ITS/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/ITS/THEIR SIGNATURE(S) ON THE INSTRUMENT, I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.



SIGNATURE Patricia Dale Hammett  
COMMISSION #1857308  
Principal Place of Business: Riverside Co.

## SOILS REPORT

AS REQUIRED BY THE HEALTH AND SAFETY CODE OF THE STATE OF CALIFORNIA, THE FOLLOWING SOILS REPORTS WERE PREPARED:

- A REPORT PREPARED BY SLODDY ENGINEERING, BRETT L. ANDERSON, C 43399, PROJECT NO. 544-11144, DATED AUGUST 31, 2011, FOR PARCELS 1 AND 2.
- A REPORT PREPARED BY BUEHA ENGINEERS, BRETT L. ANDERSON, C 43399, PROJECT NO. 87-3003-P1, DATED MAY 20, 1991, FOR PARCELS 3 AND 4.
- A REPORT PREPARED BY SLODDY ENGINEERING, BRETT L. ANDERSON, C 43399, PROJECT NO. 544-12145, DATED OCTOBER 30, 2012, FOR PARCELS 3 THROUGH 10.

## SIGNATURE OMISSIONS

PURSUANT TO SECTION 46434 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTEREST HAVE BEEN OMITTED.

- AN EASEMENT IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY AND CALIFORNIA WATER AND TELEPHONE COMPANY FOR POLES AND INCIDENTAL PURPOSES RECORDED 9/10/33 AS BK. 1498, PG. 364, O.E.
- AN EASEMENT IN FAVOR OF CALIFORNIA WATER AND TELEPHONE COMPANY FOR POLES AND INCIDENTAL PURPOSES RECORDED 3/06/34 AS BK. 1582, PG. 1, O.E.
- AN EASEMENT IN FAVOR OF CALIFORNIA WATER AND TELEPHONE COMPANY FOR POLES AND INCIDENTAL PURPOSES RECORDED 10/17/35 AS INSTRUMENT NO. 1000394-001.
- AN EASEMENT IN FAVOR OF CALIFORNIA WATER AND TELEPHONE COMPANY FOR POLES AND INCIDENTAL PURPOSES RECORDED 12/16/35 AS INSTRUMENT NO. 1000394-001.
- AN EASEMENT IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY AND CALIFORNIA WATER AND TELEPHONE COMPANY FOR POLES AND INCIDENTAL PURPOSES RECORDED 10/29/38 AS BK. 1891, PG. 433, O.E.
- AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY FOR PIPELINES AND INCIDENTAL PURPOSES RECORDED 1/07/37 AS BK. 2020, PG. 242, O.E.
- RIGHTS FOR PIPE LINES PURPOSES AS THE SOUTHERN CALIFORNIA GAS COMPANY MAY HAVE UNDER THE ACT OF MARCH 11, 1904 (33 STAT. 85) AS SET OUT IN PATENT RECORDED 7/06/73 AS INSTRUMENT NO. 86115, O.E.
- AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY FOR PIPELINES AND INCIDENTAL PURPOSES RECORDED 4/13/33 AS BK. 1480, PG. 549, O.E.
- AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES RECORDED 4/20/34 AS INSTRUMENT NO. 86188.

- (2) UNRECORDED EASEMENTS TO SOUTHERN CALIFORNIA GAS COMPANY FOR PIPE LINES AS DISCLOSED BY AN EXAMINATION OF THE RECORDS OF THE PUBLIC UTILITIES COMMISSION OF SOUTHERN CALIFORNIA.
- (2) Easements in favor of Southern California Edison Company for public utilities and incidental purposes recorded May 1, 2013 as Instrument No. 2013-02065-478 and as Instrument No. 2013-02065-479, both of Official Records.



$$\frac{1}{\sqrt{2}}$$

SHEET 3 OF 3 SHEETS

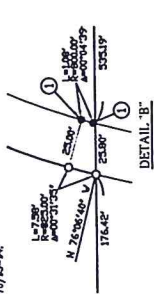
IN THE CITY OF CATHEDRAL CITY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
**PARCEL MAP NO. 36428**

BEING A SUBDIVISION OVER PORTIONS OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

VAN SURVEYING  
AUGUST, 2012

## MONUMENT NOTES

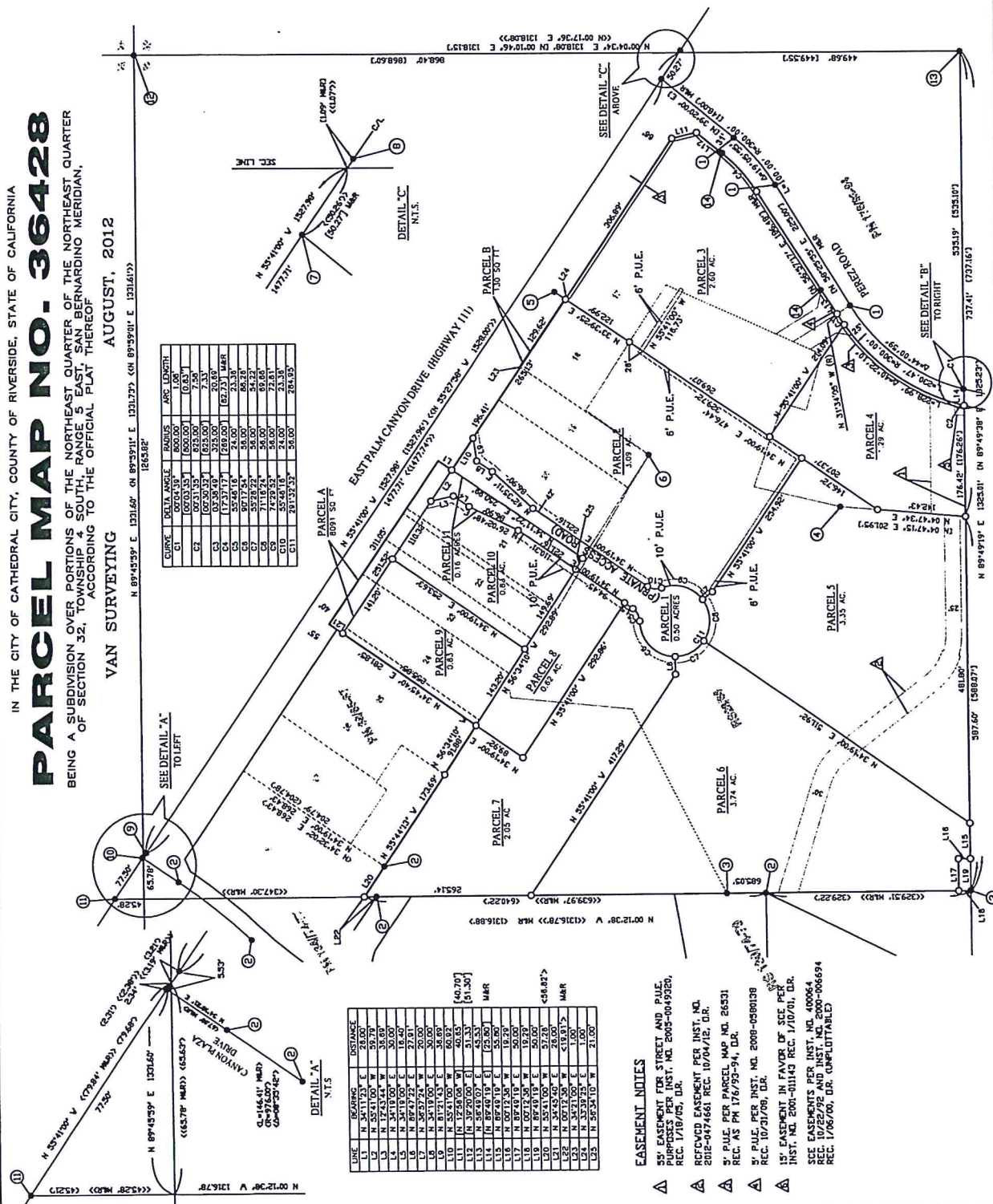
- 1 FOUND CORRODED MONUMENT FLUSH, STAMPED LS 4146  
PER PA 170/93-94.
- 2 FOUND 1" FROM PIPE FLUSH, WITH PLASTIC PLUS STAMPED  
PCE 25458 PER PA 151/71-77.
- 3 FOUND 1 3/4" FROM PIPE FLUSH, WITH TAG STAMPED ROTATED  
PER RS 130/71-79.
- 4 FOUND 3/4" FROM PIPE, WITH TAG STAMPED LS 4146  
PER PA 170/93-94.
- 5 FOUND N/A, & TAG IN TOP OF CURB STAMPED LS 4146.  
AN UNIDENTIFIED BRASS CAP WAS OBSERVED ONE FT. HORIZ. L.  
PA 30/93-47 AT 0.00 OFFSET.
- 6 FOUND 3/4" FROM PIPE DOWN 0.5", WITH TAG STAMPED  
RE 0254, NO RECORD, ACC AS SE CORNER OF PAVEMENT 119,  
PA 30/93-47.
- 7 FOUND CORRODED MONUMENT IN 0.2", STAMPED LS 3067,  
ACC AS INTERSECTION PER RS 130/71-79.
- 8 FOUND 1" FROM PIPE DOWN 1.2" IN MONUMENT WELL, OPEN  
PER PA 170/93-94.
- 9 FOUND 2" FROM PIPE DOWN 1.5" IN MONUMENT WELL, OPEN  
PER PA 170/93-94.
- 10 FOUND 1" FROM PIPE DOWN 0.2", OPEN ACC AS INTERSECTION  
PER PA 170/93-77.
- 11 FOUND SPIKE DOWN 0.1" PER PA 131/71-77 & RS 130/71-79.
- 12 FOUND 3 1/2" BRASS CAP UP 0.2", STAMPED  
PER RS 130/71-79
- 13 FOUND 202 W/VAL UP 0.2", NO RECORD, ACC AS SE COR. OF  
NE 1/4 OF NW 1/4 OF SEC 32
- 14 FOUND LEAD & TAG FLUSH, STAMPED LS 4146 IN CONCRETE. PER PA  
170/93-94.



## SURVEYOR'S NOTES

BEAVERNS ARE BASED ON THE CONTINUITY OF EAST PALM CANYON DRIVE ALSO KNOWN AS HIGHWAY 111 AS SHOWN ON P.M.B. 38/45-67, TAKEN AS: N5541'00"W

- \* INDICATES FOUND MONUMENT AS NOTED.  
 INDICATES SET 1" HIGH PIPE WITH PLASTER BLIND STAMPED HIS  
 MONUMENT ON END OF HALL AND HIS STAMPED HIS 5000 IN  
 CONCRETE AREAS.  
 --> INDICATES RECORD DATA PER PAGE 134/71-77  
 --> INDICATES RECORD DATA PER HIS 132/71-79  
 --> INDICATES RECORD DATA PER PAGE 36/55-67, UNLESS  
 OTHERWISE NOTED.  
 --> INDICATES RECORD DATA PER PAGE 179/33-44  
 --> INDICATES MEASURED AND RECORD DATA  
 VALUE. PUBLIC UTILITY EASEMENT FOR THIS WAY.



CURVE	DELTA ANGLE	RADIUS	ARC LENGTH
C1	00:04:39	5600.00	1.83
C2	00:03:55	5600.00	1.83
C3	00:03:55	5600.00	2.56
C4	00:02:30	6215.00	2.33
C5	03:39:49	3215.00	20.89
C6	17:37:17	2680.00	62.73
C7	05:28:16	24.00	23.36
C8	00:17:54	56.00	86.28
C9	05:28:22	56.00	54.72
C10	11:16:24	56.00	69.60
C11	7:29:52	56.00	72.61
C12	05:28:16	24.00	23.36
C13	29:13:32	56.00	284.95

LINE	N	VAL1351	DESLUSE
L1	N	5541100	24.00
L2	N	5541100	59.79
L3	N	5243444	35.69
L4	N	5118100	18.40
L5	N	8947422	27.91
L6	N	8947422	20.00
L7	N	8579241	38.69
L8	N	8579241	20.00
L9	N	1211153	26.89
L10	N	5254100	60.32
L11	N	5254100	40.35
L12	N	5254100	40.35
L13	N	5648497	45.53
L14	N	8948419	25.80
L15	N	8948419	25.80
L16	N	8947125	16.39
L17	N	8948419	50.00
L18	N	0021235	19.29
L19	N	0021235	19.29
L20	N	5541100	27.20
L21	N	5425440	26.00
L22	N	0047250	<191.93
L23	N	3434355	1.00
L24	N	3434355	1.00
L25	N	9553410	50

## ASSESSMENT NOTES

- 35' EASEMENT FOR STREET AND P.U.E. REC. 1/10/78, DR. 2005-0049320, REC. 1/16/78, DR.
- REFUSED EASEMENT PER INST. NO. 2015-0474661 REC. 10/04/12, DR.
- 3' P.U.E. PER PARCEL MAP NO. 26531 REC. AS PM 176/93-94, DR.
- 3' P.U.E. PER INST. NO. 2000-0500138 REC. 10/31/00, DR.
- 15' EASEMENT IN FAVOR OF SEE PER INST. NO. 2000-011143 REC. 1/10/01, DR.
- SEE EASEMENTS PER INST. NO. 40064 REC. 10/22/92 AND 2000-006694 REC. 1/06/00, DR. COMPLETABLE

**NON-EXCLUSIVE EASEMENT AGREEMENT  
WITH MAINTENANCE COVENANTS  
(M & M PROPERTY COMPANY–CONNEAUT)**

**EXHIBIT “B”**

**Legal Description of “Original Conneaut Land”**  
follows this cover page:



**EXHIBIT "B"- Page 1 of 2**

**ORIGINAL CONNEAUT LAND**

Parcels 21 through 24 and a portion of Parcel 25 of Parcel Map No. 8635, as shown by map on file in Book 38, Page(s) 65, 66 and 67 of Parcel Maps, Records of Riverside County, California.

**Division 1:**

Parcel 21 of Parcel Map 8635, in the City of Cathedral City, County of Riverside, State of California; as shown by map recorded In Book 38, Page 65 through 67 inclusive, of Parcel Maps; and as amended by a Certificate of Correction recorded January 22, 1987 as Instrument No. 87-16835, Records Riverside County, California, together with that portion of Parcel 22, described as follows:

Beginning at the Northeast corner of said Parcel 22;

Thence North 55° 41' 00" West along the Northerly Line; 10.00 Feet;

Thence South 34° 26' 25" West parallel with the Easterly Line; 278.67 Feet to a Point in the Southerly Line;

Thence South 56° 34' 10" East, 10.00 Feet to the Southeast Corner;

Thence North 34° 26' 25" East, 278.52 Feet to the True Point of Beginning.

**Division 2:**

Parcels 22, 23 and 24 of Parcel Map 8635, in the City of Cathedral City, County of Riverside, State of California, as shown by map recorded in Book 38, Pages 65 through 67, inclusive, of Parcel Maps, and as amended by a Certificate of Correction recorded January 22, 1987 as Instrument No. 87-16835, Records of Riverside County, California, together with that portion of Parcel 25, described as follows:

Beginning at the Northeast corner of said Parcel 25;

Thence North 55° 41' 00" West along the Northerly Line; 10.00 Feet:

Thence South 34° 45' 40" West parallel with the Easterly Line of said Parcel 25, 281.95 Feet to a Point in the Southerly line;

Thence South 56° 34' 10" East, 10.00 Feet to the Southeast Comer;

Thence North 34° 45' 40" East. 281.80 Feet to the True Point of Beginning;

**EXHIBIT "B"- Page 2 of 2**

Except that Portion of Parcel 22, described as follows:

Beginning at the Northeast Corner of Said Parcel 22;

Thence North 55° 41' 00" West along the Northerly Line: 10.00 Feet;

Thence South 34° 26' 25" West parallel with the Easterly Line, 278.67 Feet to a point in the Southerly Line;

Thence South 56° 34' 10" East, 10.00 Feet to the Southeast corner;

Thence North 34° 26 '25" East 278.52 Feet to the True Point of Beginning.

As described In an ALTA/ASCM Land Survey prepared by The Thomsen Company. Inc., dated February 4, 2004.

Source of Legal Description: Unrecorded lease executed February 4, 2004, between Tramview Land Company and CCC Properties, LLC.

**NON-EXCLUSIVE EASEMENT AGREEMENT  
WITH MAINTENANCE COVENANTS  
(M & M PROPERTY COMPANY-CONNEAUT)**

**EXHIBIT "C"**

**Legal Description of "Former Conneaut Land"**  
follows this cover page:



**EXHIBIT "C"**

**FORMER CONNEAUT LAND**

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 11 of Parcel Map No. 36428, in the City of Cathedral City, County of Riverside, State of California, as shown on the map recorded in Book 235, Pages 69 through 71, inclusive of Parcel Maps, in the Office of the County Recorder of said County.

Containing 0.16 acres more or less.

Assessor's Parcel Number: 687-510-046-7

**NON-EXCLUSIVE EASEMENT AGREEMENT  
WITH MAINTENANCE COVENANTS  
(M & M PROPERTY COMPANY-CONNEAUT)**

**EXHIBIT "D"**

**·Certificate of Compliance for Lot Line Adjustment No. 2014-469  
follows this cover page:**

When Recorded Return to:  
CITY OF CATHEDRAL CITY  
CITY CLERK  
68700 Avenida Lalo Guerrero  
Cathedral City, CA 92234

EXEMPT from Recording Fees Pursuant  
to Govt. Code Sec. 6103 and 27383

DOC # 2014-0072775  
02/26/2014

Customer Copy Label  
The paper to which this label is  
affixed has not been compared  
with the filed/recorded document

Larry W Ward  
County of Riverside  
Assessor, County Clerk & Recorder

APN 687-510- 014, 015, 016  
Por. 687-510-032, 033, 034

**CERTIFICATE OF COMPLIANCE  
LOT LINE ADJUSTMENT NO. 2014-469  
(Government Code Sec. 66412d)  
(Government Code Sec. 66499.35)**

**WHEREAS**, an application for Lot Line Adjustment No. 2014-469, for the adjustment of property lines between the following described two (2) adjoining parcels, was received by the City of Cathedral City from the following described record owners of said parcels:

M&M Property Company, LLC, a California Limited Liability Company; owner of Parcel 2 of Parcel Map No. 36428, as per map thereof filed in Parcel Map Book 235, at Pages 69 through 71, inclusive, Records of Riverside County, California; which parcel is developed as a Volkswagen auto dealership located generally on the southerly side of East Palm Canyon Drive, westerly of Perez Road, at 67-909 E. Palm Canyon Drive, Cathedral City (Assessor Parcels 687-510-014, 015, and 016, and portions of 687-510-032 and 034); and

The City of Cathedral City, a municipal corporation, as Successor Agency to the Redevelopment Agency of the City of Cathedral City; owner of Parcel 5 of Parcel Map No. 36428, as per map thereof filed in Parcel Map Book 235, at Pages 69 through 71, inclusive, Records of Riverside County, California; which parcel is vacant, and located generally on the southerly side of East Palm Canyon Drive, westerly of Perez Road (a portion of Assessor Parcel 687-510-033); and

**WHEREAS**, a legal description of the two parcels, as adjusted, marked Exhibit "A", is attached hereto and made a part hereof; and

**WHEREAS**, a sketch of the two parcels, as adjusted, marked Exhibit "B", is attached hereto and made a part hereof; and

**WHEREAS**, said application has been duly reviewed in accordance with the Municipal Code of the City of Cathedral City.



NOW, THEREFORE, Lot Line Adjustment No. 2014-469 as described and shown on said Exhibit "A" and Exhibit "B" is hereby approved, and the two (2) new parcels, described as Parcel A and Parcel B in said Exhibit "A", are hereinafter designated as legal parcels, entitled to such rights and privileges as are accorded them by law.

This Certificate of Compliance relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The two (2) new adjusted parcels described herein may be sold, leased, or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto.

Development of the parcels described herein or their further subdivision or adjustment may require issuance of a permit or permits, or other grants of approval. The two parcels described herein may not be divided or adjusted further without compliance with the Subdivision Map Act and the provisions of the Cathedral City Municipal Code.

Dated: 2/25, 2014

REVIEWED:

William Simons, P.E.  
City Engineer  
City of Cathedral City

By: [Signature]

David R. Faessel, RCE 18731  
Engineering Division

As delegated by the City Engineer  
pursuant to Government Code Sec. 66416.5(c)

APPROVED:

[Signature]

Pat Milos,  
Director of Community Development  
City of Cathedral City

:

ATTEST:

[Signature]

Tracey R. Martinez, CMC  
Deputy City Clerk  
City of Cathedral City

Attachment:

Exhibit A: legal descriptions  
Exhibit B: sketch

**EXHIBIT "A"**  
**LOT LINE ADJUSTMENT LLA 2014-469**  
**Legal Descriptions of Parcels 2 and 5**  
**of Parcel Map No. 36428, as adjusted**

**PARCEL "A":**

A portion of Parcel 5 of Parcel Map No. 36428, as per map thereof filed in Parcel Map Book 235, at Pages 69 through 71, inclusive, Records of Riverside County, California, described as follows:

Beginning at the most Northerly corner of said Parcel 5, being a common corner with Parcel 2 of said Parcel Map, and also being a point on the boundary of Parcel 1 of said Parcel Map;

Thence, South 09° 18' 43" West, 110.01 feet;

Thence, parallel with the Southwesterly line of said Parcel 2 as shown on said Parcel Map, South 55° 41' 00" East, 227.36 feet, to a point on the Southeasterly line of said Parcel 5;

Thence, Southerly, Westerly and Northeasterly along the boundary of said Parcel 5, the following five (5) courses:

South 34° 19' 00" West, 53.44 feet;

Thence, South 04° 47' 34" West, 142.43 feet;

Thence, South 89° 49' 19" West, 481.80 feet;

Thence, North 34° 19' 00" East, 511.92 feet, to a point on the boundary of Parcel 1 of said Parcel Map, being a non-tangent curve, concave Northerly and having a radius of 56.00 feet, a radial of said curve through said point bears South 34° 19' 00" West;

Thence, Easterly along said curve, through a central angle of 71° 16' 24", an arc distance of 69.66 feet to the point of beginning.

Containing 122,640 s.f., or 2.815 acres, more or less.

**PARCEL "B":**

Parcel 2 and a portion of Parcel 5 of Parcel Map No. 36428, as per map thereof filed in Parcel Map Book 235, at Pages 69 through 71, inclusive, Records of Riverside County, California, described as follows:

Beginning at the most Northerly corner of said Parcel 5, being a common corner with Parcel 2 of said Parcel Map, and also being a point on the boundary of Parcel 1 of said Parcel Map;

Thence, Northeasterly, Southeasterly, and Southwesterly along the boundary of said Parcel 2 as shown on said Parcel Map, the following nine (9) courses:

Northerly, along a curve, concave Westerly and having a radius of 56.00 feet, through a central angle of  $74^{\circ} 29' 52''$ , an arc distance of 72.81 feet, to a point of reverse curvature with a curve, concave Easterly and having a radius of 24.00 feet, a radial of said 24.00 foot radius curve through said point bears South  $68^{\circ} 32' 43''$  West;

Thence, Northerly along said curve, through a central angle of  $55^{\circ} 46' 16''$ , an arc length of 23.36 feet;

Thence, North  $34^{\circ} 19' 00''$  East, 221.16 feet;

Thence, North  $42^{\circ} 35' 11''$  East, 86.90 feet;

Thence, North  $34^{\circ} 19' 00''$  East, 30.00 feet;

Thence, North  $81^{\circ} 21' 43''$  East, 36.69 feet;

Thence, South  $55^{\circ} 41' 00''$  East, 265.13 feet;

Thence, South  $33^{\circ} 39' 25''$  West, 122.99 feet;

Thence, South  $34^{\circ} 19' 00''$  West, 329.72 feet;

Thence, leaving the boundary of said Parcel 2, and continuing South  $34^{\circ} 19' 00''$  West, 93.28 feet;

Thence, parallel with the Southwesterly line of said Parcel 2 as shown on said Parcel Map, North  $55^{\circ} 41' 00''$  West, 227.36 feet,;

Thence, North  $09^{\circ} 18' 43''$  East, 110.01 feet to the point of beginning.

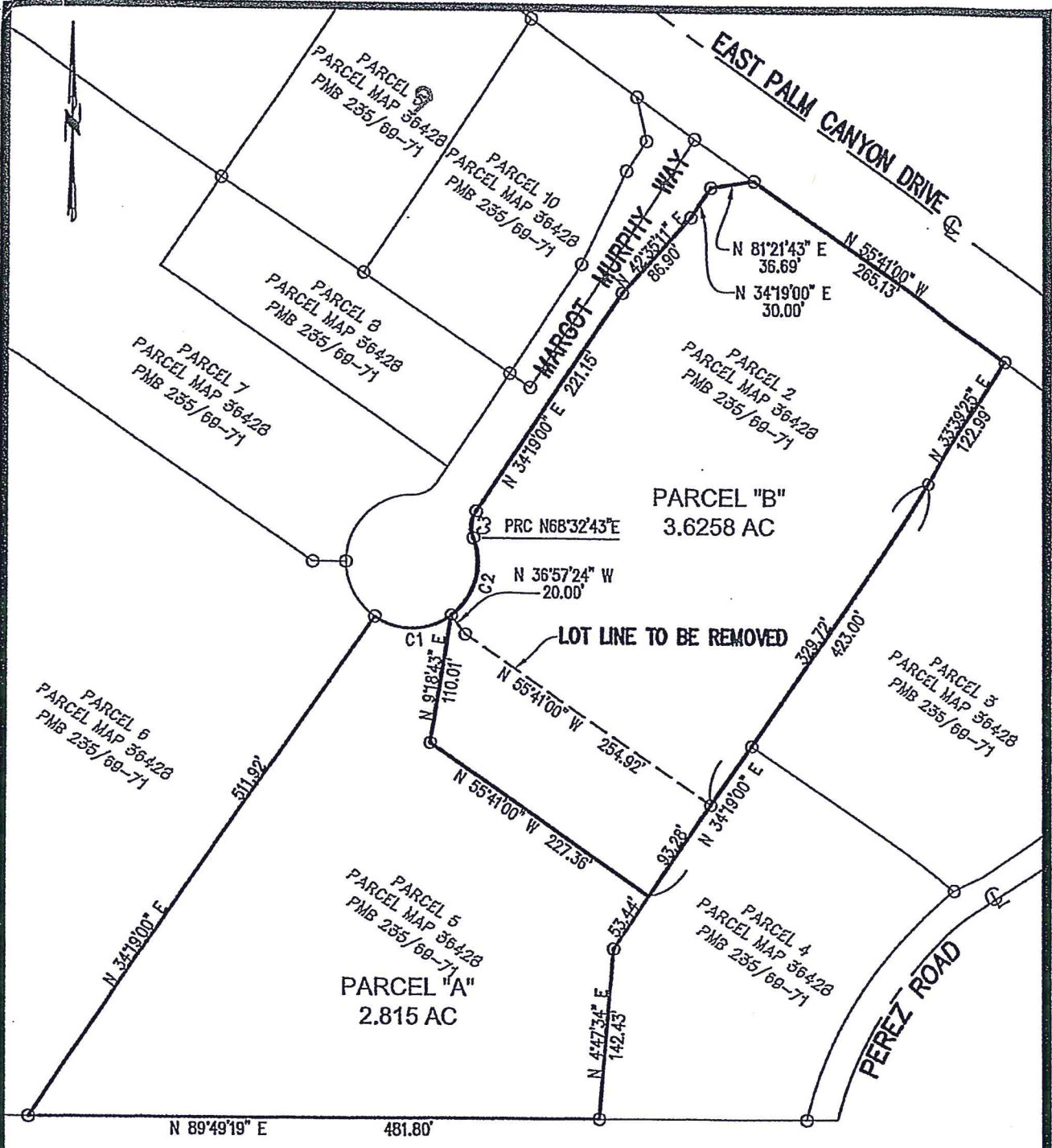
Containing 157,899 s.f. or 3.625 acres, more or less.

Prepared by: David R. Faessel 2-11-2014  
David R. Faessel RCE 18731





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APPLICANTS:  
 PARCEL 2: M&M PROPERTY COMPANY, LLC  
 PARCEL 5: CITY OF CATHEDRAL CITY AS SUCCESSOR AGENCY TO  
 THE REDEVELOPMENT AGENCY OF THE CITY OF CATHEDRAL CITY

CURVE	RADIUS	LENGTH	DELTA
C1	R=56.00'	L=69.66'	Δ=71°16'24"
C2	R=56.00'	L=72.81'	Δ=74°29'52"
C3	R=24.00'	L=23.36'	Δ=55°46'16"



**Cathedral City**  
 City of Cathedral City  
 68-700 Avenida Lalo Guerrero  
 Cathedral City, Ca. 92234  
 Ph. (760) 770-0340

## LOT LINE ADJUSTMENT LLA 2014-469 EXHIBIT "B"

Scale: 1"=120'  
 Date: 2/13/14  
 Sheet: 1 of 1 Sheets  
 Drawn By: KSL  
 Checked By: drf

**NON-EXCLUSIVE EASEMENT AGREEMENT  
WITH MAINTENANCE COVENANTS  
(M & M PROPERTY COMPANY-CONNEAUT)**

**EXHIBIT "E"**

**Cost Proration Percentages**  
follows this cover page:

**EXHIBIT  
"E"**

**COST PRORATION  
PERCENTAGES**

<b>Parcel No.</b>	<b>Size (acres)</b>	<b>Size (s.f.) Percentage</b>	<b>Owner</b>	<b>of Total</b>
<b>(Benefitted parcels)</b>				
Revised Parcel 2	3.6258	157,899	M&M	26.488
Revised Parcel 5	2.815	122,640	M&M	20.573
6	3.74141	162,975.8	City	27.340
7	2.05158	89,366.7	City	14.992
8	0.61978	26,997.5	Conneaut	4.529
10	0.83170	36,228.8	Conneaut	6.078
<hr/>				
	13.68527 ac.	596,107.8 s.f.		100.000

**Notes:**

Parcels 1, 3, 4, 9 and 11 of Parcel Map No. 36428, as modified by the Lot Line Adjustment, are not a part of the Cost Proration.

Parcels 1 and 11 are the Access Road; Parcels 3 and 4 do not front the Access Road.

Parcel 9 (0.83 ac.) does not front the Access Road; however if parcel configurations change such that Parcel 9 does have access to the Access Road, then the above Cost Prorations may change, per the terms of this Agreement.

Revised Parcel 2 is the former Parcel 2 and a portion of the former Parcel 5, revised per the Lot Line Adjustment, and Revised Parcel 5 is the remainder of the former Parcel 5, revised per Lot Line Adjustment.

The Cost Prorations set forth on this Exhibit shall be the percentages used to determine each Party's share of the Costs of the annual Maintenance Costs.