

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

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

**PARTIAL RELEASE AND TERMINATION OF THE  
 DISPOSITION AND DEVELOPMENT AGREEMENT**

PLEASE TAKE NOTICE THAT this PARTIAL RELEASE AND TERMINATION OF THE DISPOSITION AND DEVELOPMENT AGREEMENT ("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 the Health & Safety Code Section 34173 ("Successor Agency"), and M & M PROPERTY COMPANY, LLC, a California limited liability company ("Developer"), and is dated for reference purposes as of \_\_\_\_\_, 2015.

The Redevelopment Agency of the City of Cathedral City and the Developer entered into a Disposition and Development Agreement (the "DDA"), dated June 22, 2011, a Memorandum of which was recorded as Document No. 2012-0300735 in the Official Records of the County of Riverside, California on June 28, 2012, which called for the transfer to Developer of certain land for purposes of developing an automobile dealership and an access road. Attached as Exhibit "G" and incorporated into the DDA, the "Declaration of Redevelopment Covenants" was separately recorded as Document No. 2012-0300737 in the Official Records of the County of Riverside, California on June 28, 2012. 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 becoming Successor Agency to the former Redevelopment Agency, Successor Agency has the authority to act on behalf of the Redevelopment Agency, including for the purpose set forth in this Agreement.

The Successor Agency, the Developer and Conneaut Partners, LLC (“Conneaut”) have agreed to enter into a Property Transfer Agreement for the transfer of parcels or portions thereof as described on Parcel Map No. 36428 (the “Map”). As part of the terms contained within the Property Transfer Agreement, Developer has agreed to transfer to Conneaut Parcel 8, as described in Exhibit “A” attached hereto and incorporated herein, 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.

The Successor Agency and the Developer hereby agree to terminate the DDA for Parcel 8 and forever release the encumbrance of the DDA for Parcel 8 except for the nondiscrimination covenants and the nonsegregation covenants set forth in Section 4.03 “Obligation to Refrain from Discrimination” and Section 4.04 “Form of Nondiscrimination and Nonsegregation Clauses” in Article IV “Use of the Site” of the DDA. The Successor Agency and the Developer hereby further agree to terminate and forever release the encumbrance of Exhibit “G” “Declaration of Redevelopment Covenants” of the DDA for Parcel 8 except for the nondiscrimination covenants and the nonsegregation covenants set forth in Section 2.g “Redevelopment Covenants” and Section 3 “Obligation to Refrain from Discrimination”. The Successor Agency and the Developer acknowledge and agree that upon recordation of this instrument that the Successor Agency, the Developer and any other subsequent owners are each hereby relieved of any obligations under the DDA, including Exhibit “G” “Declaration of Redevelopment Covenants”, for Parcel 8 except to those nondiscrimination and nonsegregation covenants listed herein. This Agreement shall only apply to Parcel 8 and the DDA, including Exhibit “G” “Declaration of Redevelopment Covenants”, shall remain effective for all other parcels on the Map unless otherwise specified in a separate written agreement.

This Agreement may be executed in any number of counterparts, each of which shall be considered original.

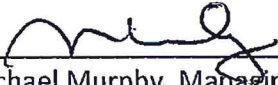
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WHEREFORE, the Parties have executed this Agreement intending to be bound thereby.

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: 11/23/15, 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

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

Attest:

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

Approved as to form:

**GREEN DE BORTNOWSKY, LLP**  
City Attorney

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

EXHIBIT "A"  
PARCEL MAP NO. 36428

Parcel 8 of Parcel Map No. 36428, as filed in Book 235 of Parcel Maps, at Pages 69-71, inclusive, Records of Riverside County, California.