

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.6
(ID # 24364)

MEETING DATE:

Tuesday, March 12, 2024

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT-REAL ESTATE (FM-RE): Approval of Second Amendment to Deed of Trust and Loan Documents and First Modification of Purchase Money Note with Monterey 2.0 LLC for Extension of Loan Term, Adjustment to Collateralized Property, and Lot Line Adjustment, CEQA Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3); District 4; [\$0] (Clerk to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that this loan modification is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption; and Section 15061(b)(3), "Common Sense" Exemption;
2. Approve the attached Second Amendment to Deed of Trust and Loan Documents with Monterey 2.0 LLC, a California limited liability company, and authorize the Chairman of the Board to execute the document;
3. Approve the First Modification of Purchase Money Note with Monterey 2.0 LLC, and authorize the Chairman of the Board to execute the document;
4. Authorize the Director of Facilities Management, or designee, to take any and all actions necessary to document and complete this transaction; and
5. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk and the State Clearinghouse within five (5) working days of Board approval.

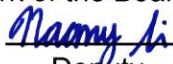
ACTION:4/5 Vote Required, Consent, Policy


Rose Salgado, Director of Facilities Management 3/4/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: March 12, 2024
xc: FM-RE, Recorder

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Revenue Loan			Budget Adjustment:	No
			For Fiscal Year:	23/24

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On November 10, 2015, the County of Riverside (County) executed an Offer and Agreement to sell County-owned real property with Monterey 2.0 LLC, a California limited liability company, as Assignee to Monterey Crossing LP (identified as Trustor, Maker, or Buyer) in the amount of \$7,250,000 for 17.11 acres of commercial land within the City of Palm Desert (Agreement). The transaction closed escrow on March 15, 2019, with Buyer contributing \$4,000,000 towards the purchase and County carrying a promissory note in the amount of \$3,250,000. Per the terms of the current promissory note, the Buyer is to remit to the County annually 2.05% simple interest on the principle, with a final maturity date and full payment of principle due on March 15, 2024.

The Buyer continues to progress with its plans and City approvals for retail development at the site and now desires to extend the maturity date of the loan by one year with a new maturity date of March 15, 2025, to provide Buyer additional time to secure City approvals and contracts. Facilities Management is recommending approval of this extension, which is not to exceed one year, and has negotiated an increased interest rate of 8% commencing March 16, 2024, on the outstanding balance of the note and with the full balance of the note and interest becoming due and payable on or before March 15, 2025. The extension is to be memorialized in the attached First Modification to Note and Second Amendment to Deed of Trust, both of which have been approved as to form.

In addition to the requested extension of the loan maturity date and modification to the interest rate, the Buyer is requesting a partial release and addition of certain real property as collateral for the loan. Buyer is requesting to release "Parcel 14" (APN: 685-020-034, .28 acres), 72920 Dinah Shore Drive, Palm Desert (City) and to add a new parcel (APN: 694-060-010, .67 acres), 73420 Dinah Shore Drive, Palm Desert. Buyer is also requesting approval of a proposed lot line adjustment concerning three separate parcels remaining as collateralization for the loan.

This Agreement, Second Amendment, and First Modification are exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1 – Existing Facilities Exemption; and Section 15061(b)(3), "Common Sense" Exemption. The project, as proposed, is limited to the conveyance of property and attached loan. Therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines. With certainty, there is no possibility that the project may have a significant effect on the environment. The conveyance of property is an administrative function and would not result in direct effects. The conveyance of the property would not result in any direct or indirect physical environmental impacts. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Additional Fiscal Information

All costs of this transaction will be paid for by the Buyer and Trustor, Monterey 2.0 LLC. With a one-year extension of this loan term, County will continue to benefit from increased interest payments from the Trustor and the County and City enjoy the economic impact achieved through development of the site.

Impact on Citizens and Businesses

The continuation of this loan agreement will provide the Trustor additional needed time to continue development of the site for highest and best use and to attract and retain commercial economic drivers and businesses all contributing to new economic growth for the region.


ATTACHMENTS:

- Second Amendment to Deed of Trust
- First Modification of Purchase Money Note
- Aerial Map, Parcel 14, APN 685-020-034
- Aerial Map, New Parcel, APN 694-060-010
- Lot Line Diagram
- Deed of Trust dated March 15, 2019
- 1st Amendment to Deed to Trust dated December 28, 2020
- Notice of Exemption



Aaron Gettis, Chief Deputy County Counsel 3/6/2024

County of Riverside
Facilities Management
3450 14th Street, Riverside, CA 92501

FILED / POSTED		
County of Riverside		
Peter Aldana		
Assessor-County Clerk-Recorder		
E-202400284		
03/12/2024 02:13 PM Fee: \$ 50.00		
Page 1 of 2		
Removed:	By:	Deputy
		

NOTICE OF EXEMPTION

February 26, 2024

Project Name: Second Amendment to the Purchase Agreement Loan with Monterey 2.0 LLC, Palm Desert

Project Number: FM041000

Project Location: Northeast corner of Dinah Shore Drive and Monterey Avenue, south of Interstate 10, Palm Desert, California, 92211, Assessor's Parcel Numbers (APNs) 685-020-034 and 694-060-010

Description of Project: Facilities Management Department (as successor in interest to Economic Development Agency) executed an Offer and Agreement for the Sale of Real Property with Monterey 2.0, LLC (as Assignee to Monterey Crossing L.P.) on November 10, 2015, in the amount of \$7,250,000 for 17.11 acres of commercial land in the Palm Desert area. In the transaction Monterey Crossing L.P. was the Buyer and Trustor and the County was the Beneficiary of the sale, also taking on the effective role of lender for the transaction. The initial closing date was to be 330 days from contract execution. Four amendments to the Agreement were executed, including time extensions and contractual obligations. The Fourth Amendment extended the close of escrow until March 15, 2019, provided \$4,000,000 to be paid at the close of escrow, and provided a promissory note in the amount of \$3,250,000 at 2.05% interest only for five years with a maturity date of March 15, 2024. The Note (or Loan) is secured by a Deed of Trust dated and recorded on March 15, 2019 as Instrument No. 2019-0087122 and amended as a First Amendment for the Assignment and Assumption of the Agreement dated on December 28, 2020 and recorded on December 29, 2020 as Instrument No. 2020-665164.

The buyer, who continues to progress with its plans and local approvals for improvements at the site, now desires to extend the maturity date of the loan by one year with a new maturity date of March 15, 2025 in order to provide additional time to secure and finalize key commercial real estate lease contracts which will in turn provide an opportunity to exit from the County's debt service. FM-RE is amenable to this extension provided that the annual interest rate be raised from 2.05% (current) to 8% (proposed). In addition to the requested extension of the loan maturity date, the Buyer is requesting a special partial release and addition of certain real property as collateral for the loan. Buyer is requesting to release "Parcel 14" (APN: 685-020-034, .28 acres), 72920 Dinah Shore Drive, Palm Desert and to add a new parcel (APN: 694-060-010, .67 acres), 73420 Dinah Shore Drive, Palm Desert. Buyer is also requesting approval of a proposed lot line adjustment concerning three separate parcels remaining as collateralization for the loan. At a future date but prior to the new proposed maturity date, Trustor will execute its obligation to pay down its loan obligation in phases for release and reconveyance of the remaining parcels from the original Deed of Trust. The approval of the Second Amendment to the Purchase Agreement Loan is identified as the proposed project under the California Environmental Quality Act (CEQA). The proposed project is an administrative contractual agreement that will provide a mechanism to satisfy the terms of the original Purchase Agreement Loan with Monterey 2.0 LLC. No expansion of the footprint or increase in capacity of use would occur as a result of the extension of the Loan. No change in land use would occur and no additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County


Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

Exempt Status: State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or “Common Sense” Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the extension of the Loan.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site’s use. The project, as proposed, is limited to the extension of the Loan Agreement for the previous purchase of 17.11 acres of property. The Loan extension would not result in any changes to the site and limited to contractual obligations regarding loan terms and collateral; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or ‘it can be seen with certainty that the activity in question will not have a significant effect on the environment’, no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed extension of the Loan with Monterey 2.0 LLC will not result in any direct or indirect physical environmental impacts. The use of the site will not change and any future physical modifications to the property would require additional CEQA review and approval by the City of Palm Desert serving as the local agency. No impacts to the ongoing, existing use of the site would occur. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Therefore, the County of Riverside Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  _____ **Date:** 2-26-2024

Mike Sullivan,
County of Riverside, Facilities Management

FIRST MODIFICATION TO PURCHASE MONEY NOTE

This First Modification of Purchase Money Note ("Modification") is entered into by and between MONTEREY 2.0 LLC, a California limited liability company ("Maker") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Holder").

RECITALS

- A. Maker (as successor-in-interest to MONTEREY CROSSING LP, a California limited partnership) and Holder are parties to that certain Purchase Money Note dated March 15, 2019 ("Note"), in the principal sum of Three Million Two Hundred Fifty Thousand and 00/100 Dollars (\$3,250,000.00).
- B. The Maturity Date of the Note is March 15, 2024, and Maker has requested a one year extension of the Maturity Date to March 15, 2025.
- C. Holder is willing to accommodate the request for an extension of the Maturity Date on the terms and conditions set forth in this Modification.

NOW THEREFORE, Maker and Holder agree to modify the Note as follows:

- 1. The Maturity Date of the Note is hereby extended to March 15, 2025.
- 2. In consideration of the extension of the Maturity Date, the Interest Rate payable on the unpaid balance due pursuant to the Note will be increased to Eight Percent (8%) per annum commencing on March 15, 2024 and continuing until the Note has been paid in full.
- 3. A payment for interest accrued between March 15, 2023 and March 15, 2024, at the original Interest Rate specified in the Note, will be due and payable on March 15, 2024.
- 4. Except as amended by this Modification, the Note remains unchanged and in full force and effect and Maker acknowledges that the Note remains enforceable against Maker in accordance with its terms.
- 5. This Modification is a contract subject to the laws of the State of California.

IN WITNESS WHEREOF, this Modification has been executed by Maker and Holder as of March 15, 2024.

[Signatures on Following Pages]

"Maker"

MONTEREY 2.0 LLC, a California limited liability company

By: MONTEREY CROSSING LP,
a California limited partnership,
its sole member

By: 
Name: Craig Smith
Title: Authorized Signatory


"Holder"

COUNTY OF RIVERSIDE,
a political subdivision of the State of California

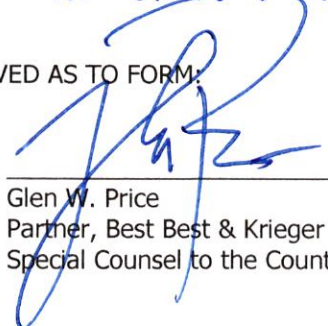
By: 
Name: Chuck Washington
Title: Chairman, Board of Supervisors

ATTEST:

Clerk of the Board


By: 
Name: KIMBERLY A. RECTOR, Deputy
Title: Clerk of the Board

APPROVED AS TO FORM:

By: 
Name: Glen W. Price
Title: Partner, Best Best & Krieger LLP
Special Counsel to the County

ACKNOWLEDGEMENT OF GUARANTOR

The undersigned, being the Guarantor of the obligations of Maker pursuant to that certain Guaranty Agreement dated as of March 15, 2019, hereby consents to the modification of the Note as set forth therein and acknowledges that the Guaranty remains in full force and effect.

By: 
Craig Smith, an individual

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

HOLLY P. LOPEZ, ESQ.
BRYAN CAVE LEIGHTON PAISNER LLP
1920 MAIN STREET, SUITE 1000
IRVINE, CALIFORNIA 92614

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

SECOND AMENDMENT TO DEED OF TRUST AND LOAN DOCUMENTS

This SECOND AMENDMENT TO DEED OF TRUST AND LOAN DOCUMENTS ("**Amendment**") dated as of March 12, 2024, is entered into by and among and MONTEREY 2.0 LLC, a California limited liability company ("**Trustor**"), and COUNTY OF RIVERSIDE, a political subdivision of the State of California (together with its successors hereunder, "**Beneficiary**"), with reference to the following facts:

RECITALS

A. Beneficiary made a loan to Trustor, assignee of MONTEREY CROSSING LP, a California limited partnership ("**Initial Borrower**"), in the original principal amount of Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000.00) ("**Loan**") evidenced by that certain Purchase Money Note dated as of March 15, 2019, given by Initial Borrower to Lender (the "**Original Note**").

B. The Note is secured by, among other things, that certain Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing dated as of March 15, 2019, and recorded on March 15, 2019 as Instrument No. 2019-0087122 in the Official Records of Riverside County, California ("**Recorder's Office**") (the "**Original Deed of Trust**"), as amended by that certain Amendment to Deed of Trust, Loan Documents and Assignment and Assumption Agreement dated as of December 28, 2020, and recorded on December 29, 2020, as Instrument No. 2020-665164 in the Recorder's Office (the "**First Amendment**", and together with the Original Deed of Trust, as the same may be further modified from time to time, "**Deed of Trust**"). The Deed of Trust, as amended by this Amendment, encumbers as a first lien that certain real property ("**Property**") described in Exhibit "A" attached to this Amendment.

C. In connection with the Loan, CRAIG SMITH ("**Guarantor**") executed that certain Guaranty Agreement dated as of March 15, 2019, for the benefit of Beneficiary ("**Guaranty**").

D. Trustor has requested that Beneficiary modify the Loan by, among other things, modify the "Maturity Date" as defined in the Original Note.

E. Lender is willing to consent to the modifications of the Loan set forth in this Amendment and in that certain First Modification to Purchase Money Note of even date herewith executed by Trustor, Lender and Guarantor ("**Note Modification**", together with the Original Note, the "**Note**"). The date on which Lender releases this Amendment for recordation in the Recorder's

Office and all the conditions set forth herein have been satisfied shall be referred to as the "**Effective Date.**"

F. The Note, the Deed of Trust (as modified by this Amendment), the Guaranty, any UCC-1 financing statement filed by Lender in connection with the Loan, together with all documents evidencing and relating to the modifications to the Loan set forth in this Amendment, collectively shall be referred to as the "**Loan Documents.**" Terms not specifically defined herein shall have the meanings given to such terms in the Original Deed of Trust.

TERMS AND CONDITIONS

In consideration of the foregoing premises, the parties do hereby agree as follows:

1. **Recitals.** The preamble, recitals and any exhibits hereto are hereby incorporated into this Amendment.

2. **Maturity Extension.** The term of the Loan and the Maturity Date shall be extended from the current maturity date to March 15, 2025 ("**New Maturity Date**"). All references in the Loan Documents to the Maturity Date (as defined in the Original Note) shall be revised to refer to the New Maturity Date.

3. **Special Partial Release and Addition of Real Property.**

3.1 Trustor has provided Lender written notice of the prospective Partial Release of "Parcel 14" (as hereinafter defined) which constitutes a portion of the Real Property. Parcel 14 is a separate legal parcel created by Parcel Map 37157 recorded in Book 247 Pages 1-7 of Parcel Maps, and the Real Property less Parcel 14 constitute one or more legally subdivided interests. As part of the same transaction for which Trustor is requesting a Partial Release of Parcel 14, Trustor will acquire a "New Parcel" (as hereinafter defined), which New Parcel is located adjacent to the Real Property.

3.2 Beneficiary shall provide a partial reconveyance of this Deed of Trust (as modified by this Amendment) for Parcel 14 as a Partial Release Parcel (together with any other documentation reasonably requested by the title company) provided that each of the following terms are satisfied:

(i) The release of Parcel 14 will not violate any applicable law regarding subdivisions, parcel maps, and the division of land into lots or parcels;

(ii) In lieu of Release Price being paid to Beneficiary, Trustor and Beneficiary shall have entered into a modification to this Deed of Trust (in a form reasonably acceptable to Lender) to add the New Parcel (subject only to the Permitted Encumbrances reasonably approved by Beneficiary) as part of the Real Property under this Deed of Trust securing the Secured Obligations, which modification shall be effective upon, and recorded in the Official Records, substantially concurrently with Trustor's acquisition of the New Parcel;

(iii) Trustee shall have paid all actual reasonable third-party fees and costs incurred by Beneficiary in connection with the release of Parcel 14 and the addition of New Parcel to the Real Property, including without limitation, recording and release fees and costs, reasonable legal fees and title charges; and

(iv) Trustor shall provide Beneficiary at Trustor's sole cost and expense with such title insurance endorsements to the Beneficiary's title policy as Beneficiary shall reasonably request, in form and substance reasonably satisfactory to Beneficiary, which shall insure that after the release of Parcel 14 and the addition of New Parcel to the Real Property, this Deed of Trust (as

modified) shall continue as a valid first position deed of trust against the Remaining Property subject only to the Permitted Encumbrances (as may be modified to include those reasonably approved by Beneficiary for the New Parcel) and such title exceptions as Beneficiary shall have approved in writing.

For purpose of this Amendment, the term “**Parcel 14**” means an approximately 0.28 acre parcel of real property identified as County of Riverside Assessor’s Parcel Number 685-020-034, located at 72920 Dinah Shore Drive, Palm Desert, California, and more particularly described and depicted in Exhibit “B” attached hereto and incorporated herein.

For purpose of this Amendment, the term “**New Parcel**” means an approximately 0.67 acre parcel of real property identified as County of Riverside Assessor’s Parcel Number 694-060-010, located at 73420 Dinah Shore Drive, Palm Desert, California, and more particularly described and depicted in Exhibit “C” attached hereto and incorporated herein.

4. Additional Permitted Transfer. Provided the conditions to the Partial Release of Parcel 14, as set forth in Section 3 of this Amendment, have been satisfied, the Partial Release of Parcel 14 shall be a Permitted Transfer under Section D of the Deed of Trust (as modified by this Amendment).

5. Lot Line Adjustment. Pursuant to Section D (4) of the Deed of Trust, Trustor submitted to Beneficiary a Subdivision consisting of a proposed Lot Line Adjustment for Parcels 1, 2 and 11 of Parcel Map No. 37157, as shown on proposed Parcel Map Waiver 23-007 prepared by Joseph C. Truxow and Associates on February 15, 2024. Beneficiary hereby approves and consents to such Subdivision (together with any minor modifications thereto). Provided that the final Lot Line Adjustment substantially conforms to such proposed Lot Line Adjustment, in accordance with Section D (4) of the Deed of Trust, subject to Trustor’s satisfaction of the other requirements and conditions set forth in Section D (4) of the Deed of Trust, Beneficiary shall, if required by law, sign such Subdivision.

6. Reaffirmation of Guaranty Agreement. By execution of the attached consent, Guarantor expressly reaffirms, without condition or qualification, all the obligations and liabilities of Guarantor under the Guaranty.

7. Legal Description Correction. The First Amendment to the Deed of Trust erroneously identified Schedule I on pages 14 and 16 of the First Amendment to the Deed of Trust as the Exhibit “A” legal description (collectively, the “**Erroneous Legal Description Pages**”). The Erroneous Legal Description Pages are hereby deleted in their entirety. Exhibit “A” attached to this Amendment sets forth the legal description of the Real Property existing as of Effective Date.

8. Amendment to Deed of Trust and the Other Loan Documents. The Deed of Trust and all the other Loan Documents shall be amended to refer to and to secure the obligations under the Note and the other Loan Documents, as amended herein.

9. Conditions Precedent. In no event shall Beneficiary have any obligation to close this transaction unless and until all the following conditions are satisfied:

9.1 No Defaults. As of the Effective Date, there shall be no: (a) uncured Event of Default under the Loan or under any of the other Loan Documents, (b) continuing representation, covenant or warranty hereunder or under the other Loan Documents that is false or misleading in any manner, and (c) event currently existing which, with the passage of time or the giving of notice or both, will result in an Event of Default or the falsity of any continuing representation, covenant or warranty hereunder or under the other Loan Documents.

9.2 Title Endorsement. At Trustor's sole cost and expense, an ALTA Form Endorsement 11 (or any substantially equivalent endorsement(s) approved by Beneficiary) shall be issued to Beneficiary's current title policy in connection the Loan, with such endorsements showing no additional exceptions to said title policy except the encumbrances which were previously approved and permitted in the Loan Documents.

9.3 Payment of Lender's Costs. Trustor shall pay all of Beneficiary's costs and expenses incurred in connection with the documentation and closing of the modifications to the Loan Documents described herein, including without limitation all attorneys' fees, title costs, recording charges and other closing fees and costs.

9.4 Additional Documents. Beneficiary shall have received all additional documents as reasonably required by Beneficiary in connection with this Amendment.

10. Representations and Warranties. Trustor hereby represents and warrants to Beneficiary that, to its actual knowledge, as of the date hereof, as follows:

10.1 No Default. No Event of Default under any of the Loan Documents has occurred that remains uncured, and no event has occurred which, with the giving of notice or the passage of time, or both, would constitute an Event of Default under any of the Loan Documents.

10.2 Representations and Warranties. All the warranties and representations contained in all of the Loan Documents are true, correct, complete and accurate as to Trustor.

10.3 No New Liens. Trustor has not granted any liens upon the Property or security interests in the collateral described in the Loan Documents, except for the liens and security interests granted in favor of Beneficiary.

10.4 No Claims or Defenses. To the best of Trustor's knowledge, Trustor has no claims against Beneficiary nor defenses to the enforcement of any of the Loan Documents in accordance with their respective terms, as amended by this Amendment.

10.5 Satisfaction of Conditions. All of the conditions precedent set forth herein have been fully satisfied.

11. Representations and Warranties. Beneficiary hereby represents and warrants to Trustor that, to Beneficiary's actual knowledge, from and after the Effective Date, no Event of Default exists that remains uncured, and no event exists which, with the giving of notice or the passage of time, or both, would constitute an Event of Default under any of the Loan Documents.

12. Further Assurances. Trustor agrees to perform such other and further acts, and to execute such additional documents, agreements, notices or financing statements, as Beneficiary deems reasonably necessary or desirable from time to time to create, preserve, continue, perfect, validate or carry out any of Beneficiary's rights under this Amendment and the other Loan Documents.

13. Integration. All rights, remedies, powers and interest provided for Beneficiary herein are in addition to the rights, remedies, powers and interests provided for Beneficiary in the Loan Documents, the terms and provisions of which are incorporated herein by this reference and made a part hereof. If and to the extent any term or provision hereof is inconsistent with any term or provision of the Loan Documents, the term or provision of this Amendment shall prevail.

14. Entire Agreement; Amendments. This Amendment and all of the other Loan Documents contain the entire agreement between Trustor and Beneficiary with respect to the Loan,

and all prior negotiations, commitments, understandings and agreements concerning any modification or additional extension of the Loan are superseded by this Amendment and the Loan Documents. No amendment, modification, supplement, extension, termination or waiver of any provision of this Amendment, any Loan Document, or any other agreement executed in connection with any of the foregoing shall be effective unless in writing and signed by Beneficiary and Trustor, and then only in the specific instance and for the specific purpose given.

15. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of California, without giving effect to conflict of laws principles.

16. **Section Headings.** The section headings of this Amendment are included for convenience only and shall not affect the construction or interpretation of any provision of this Amendment.

17. **Attorneys' Fees.** If any action or other proceeding is brought to interpret or enforce any provision of this Amendment, the prevailing party shall be entitled to recover attorneys' fees and expenses.

18. **Binding Effect.** This Amendment and the other Loan Documents shall be binding upon, and shall inure to the benefit of, Trustor and Beneficiary and their respective successors and assigns, or heirs and personal representatives, as applicable, subject to any provision of the Loan Documents restricting transfers of the Property.

19. **Severability of Provisions.** No provision of this Amendment or any other Loan Document that is held to be inoperative, unenforceable and invalid shall affect the remaining provisions, and this and all provisions of this Amendment and the Loan Documents are hereby declared to be severable.

20. **Miscellaneous.** No reference to this Amendment is necessary in any instrument or document at any time referring to the Loan Documents. A reference to the Loan Documents shall be deemed a reference to such document as modified hereby.

21. **No Commitment.** Beneficiary shall be under no obligation to close the transaction evidenced by this Amendment unless this Amendment and all related documents are returned to Beneficiary fully executed by Trustor, and unless this Amendment is actually executed by Beneficiary and delivered to Trustor.

22. **No Other Amendments.** Except as expressly amended herein, the Note, the Deed of Trust and all of the other Loan Documents remain unmodified and in full force and effect.

23. **Counterparts.** This Amendment may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

[Remainder of the page is left intentionally blank.]

[Signature pages follow.]

IN WITNESS WHEREOF, this Amendment has been executed by Trustor and Beneficiary as of the date first above written.


BENEFICIARY

COUNTY OF RIVERSIDE, a political subdivision
of the State of California

By: 
Name: Chuck Washington
Title: Chairman, Board of Supervisors

ATTEST:

Clerk of the Board

By:  Deputy
Name: KIMBERLY A. RECTOR
Title: Clerk of the Board

APPROVED AS TO FORM:

By: _____
Name: Glen W. Price
Title: Partner, Best Best & Krieger LLP
Special Counsel to the County

[Signatures continued on next page.]

CALIFORNIA ALL-PURPOSE 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 Riverside)

On March 5, 2024 before me, Jennifer Oberg, Notary Public
Date *(Here Insert Name and Title of the Officer)*

personally appeared Glen W. Price
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 Jennifer Oberg
Signature of Notary Public

TRUSTOR:

MONTEREY 2.0 LLC, a California limited liability company

By: Monterey Crossing LP, a California limited partnership, its sole member

By: 

Craig Smith, Authorized Signatory

[End of signatures.]

CALIFORNIA ALL-PURPOSE 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 Orange)

On March 1, 2024, before me, Sheri franco-mora Notary Public,
(Here Insert Name and Title of the Officer)

personally appeared Craig Smith
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 Sheri Franco-Mora
Signature of Notary Public

CONSENT AND ACKNOWLEDGMENT OF GUARANTOR:

THE UNDERSIGNED GUARANTOR UNDER THAT CERTAIN GUARANTY AGREEMENT DATED AS OF MARCH 15, 2019, HEREBY CONSENTS TO THE ABOVE SECOND AMENDMENT TO DEED OF TRUST AND LOAN DOCUMENTS EXECUTED CONCURRENTLY HERewith AND HEREBY REAFFIRMS ITS OBLIGATIONS UNDER SAID GUARANTY.

GUARANTOR

CRAIG SMITH



EXHIBIT A
[LEGAL DESCRIPTION]

EXHIBIT B
[PARCEL 14 LEGAL DESCRIPTION]

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PALM DESERT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 14 OF PARCEL MAP NO. 37157, IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 247, PAGES 1, 2, 3, 4, 5, 6 AND 7](#) OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

[APN: 685-020-034](#)

EXHIBIT C
[NEW PARCEL LEGAL DESCRIPTION]

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PALM DESERT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 32, AS SHOWN ON PARCEL MAP NO. 24255, ON FILE IN [BOOK 206, PAGES 94](#) THROUGH 99 INCLUSIVE OF PARCEL MAPS RIVERSIDE COUNTY RECORDS, CALIFORNIA, BEING WITHIN A PORTION OF THE NORTH ONE-HALF OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 32, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2,050.00 FEET, A RADIAL LINE PASSING THROUGH SAID POINT BEARS NORTH 32° 11' 28" EAST;

THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 32 AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03° 39' 58", AN ARC DISTANCE OF 131.17 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10° 32' 41", AN ARC DISTANCE OF 377.28 FEET TO A POINT LYING 50.00 FEET SOUTHERLY OF THE NORTHERLY LINE OF SAID PARCEL 32, A RADIAL LINE PASSING THROUGH SAID POINT BEARS NORTH 17° 58' 49" EAST;

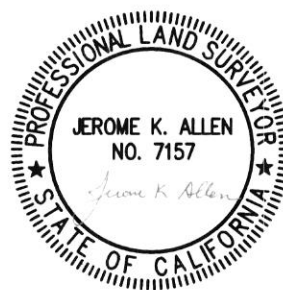
THENCE SOUTH 89° 59' 23" EAST PARALLEL WITH AND 50.00 FEET SOUTHERLY OF SAID NORTHERLY LINE A DISTANCE OF 426.95 FEET;

THENCE SOUTH 28° 31' 30" WEST A DISTANCE OF 169.20 FEET TO THE TRUE POINT OF BEGINNING.

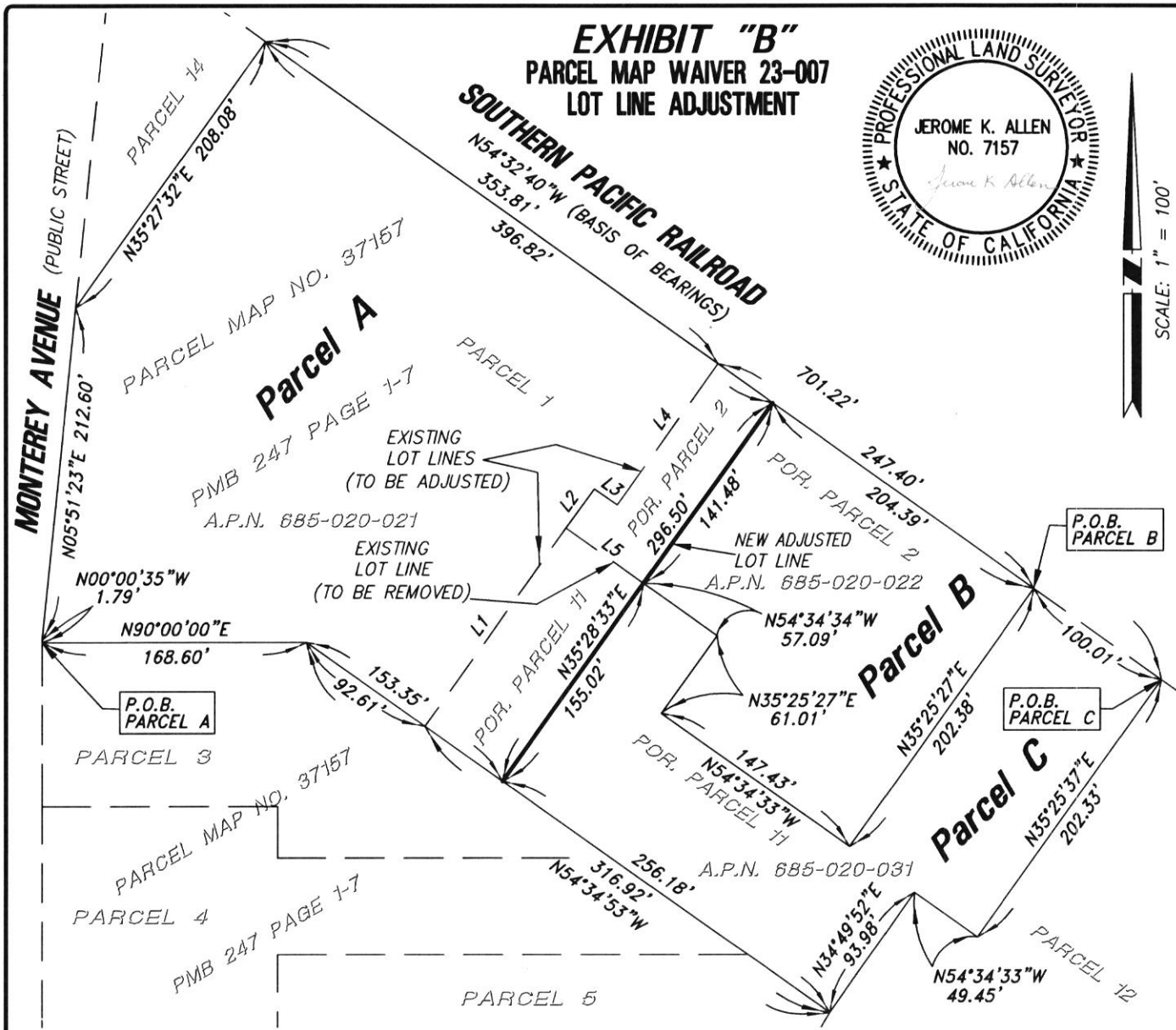
SAID LAND IS SHOWN AS PARCEL "A" ON THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED NOVEMBER 8, 2004 AS [INSTRUMENT NO. 2004-0887571 OF OFFICIAL RECORDS](#).

[APN: 694-060-010](#)

EXHIBIT "B"
PARCEL MAP WAIVER 23-007
LOT LINE ADJUSTMENT



SCALE: 1" = 100'



OWNER/APPLICANT INFORMATION:

MONTEREY 2.0 LLC OWNERS
 A.P.N. 685-020-021, 022, 031
 1401 QUAIL STREET, SUITE 101
 NEWPORT BEACH, CA 92660

NOTE:

AS DESCRIBED ON THE ATTACHED EXHIBIT "A"
 AND BY THIS REFERENCE MADE A PART THEREOF.

BASIS OF BEARINGS:

THE BEARING OF N54°32'40"W FOR THE
 NORTHEASTERLY LINE OF PARCEL MAP NO. 37157,
 FILED BOOK 247, PAGES 1 THROUGH 7, INCLUSIVE OF
 PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, WAS
 USED AS THE BASIS OF BEARINGS FOR THIS EXHIBIT.

LINE TABLE

- L1 = N35°27'53"E 155.03'
- L2 = N35°27'53"E 31.16'
- L3 = N54°33'45"W 17.89'
- L4 = N35°24'37"E 110.34'
- L5 = N54°34'34"W 60.77'

SECTION 20, T. 4 S., R. 6 E., S. B. M.

AREA OF PARCEL A = 2.87 ACRES
AREA OF PARCEL B = 0.87 ACRES
AREA OF PARCEL C = 1.10 ACRES

Prepared by:
Joseph C. Truxaw and Associates, Inc.
 Civil Engineers and Land Surveyors
 1915 W. Orangewood Ave., Suite 101, Orange, CA
 (714) 935-0265 www.truxaw.com

PARCEL MAP WAIVER 23-007
LOT LINE ADJUSTMENT
 IN THE CITY OF PALM DESERT

DRAWN: JKA	CHKD: RJD/CL	EXHIBIT "B"
DATE: 2-15-24	DATE: 2-15-24	

APPROVED BY:
 MICHAEL D. MYERS DATE
 ACTING CITY SURVEYOR
 RCE 30702

TITLE REPORT

THIS SURVEY AND EASEMENTS SHOWN HEREON ARE BASED ON INFORMATION CONTAINED IN THE ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY:

CHICAGO TITLE COMPANY
4911 BIRCH STREET
NEWPORT BEACH, CA 92660
PHONE: (949)724-3100 FAX:(949)258-5237 T.O.
PHONE:(949)724-3123
ORDER NUMBER: 00184351A-987-OC1-K27
DATED: JANUARY 29, 2024
TITLE OFFICER: JOHN BALASSI
EMAIL: CTCommercialTitleNewport@ctt.com

EASEMENT NOTES:

2 RESERVATIONS, EXCEPTIONS AND PROVISIONS CONTAINED IN THE PATENT FROM THE UNITED STATES OF AMERICA, AND IN THE ACTS AUTHORIZING THE ISSUANCE THEREOF.

RECORDING DATE: AUGUST 23, 1924
RECORDING NO: BOOK 9, PAGE 48 OF PATENTS

NOTE: EXCEPTION DOCUMENT DOES NOT AFFECT LAND SURVEYED, SAID DOCUMENT CITES RESERVATIONS TO "THE UNITED STATES", "THE STATE OF CALIFORNIA" AND ITS PEOPLE, APPROXIMATE LOCATION INDICATED HEREON, AS REPRESENTED IN SAID PARCEL MAP NO 37157, SURVEYOR OPINES THAT THE LAND DESCRIBED IN SAID EXCEPTION DOCUMENT FALLS OUTSIDE THE LAND SURVEYED, REFER TO SAID EXCEPTION DOCUMENT FOR FULL PARTICULARS.

3 EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: 10/74 PARTNERS, A GENERAL PARTNERSHIP
PURPOSE: SANITARY SEWER SYSTEM AND APPURTENANT SEWER

RECORDING DATE: FEBRUARY 1, 1990
RECORDING NO: AS INSTRUMENT NO. 42211 OF OFFICIAL RECORDS
AFFECTS: SAID LAND MORE PARTICULARLY DESCRIBED THEREIN

QUITCLAIM DEED

RECORDING DATE: SEPTEMBER 20, 2004
RECORDING NO.: 2004-0746491 OF OFFICIAL RECORDS

REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

NOTE: EXCEPTION DOCUMENT "INSTRUMENT NO. 42211 OF O.R." HAS BEEN QUITCLAIMED, ALL RIGHTS CITED THEREWITH HAVE BEEN REMISED, AND RELINQUISHED TO THE OWNER BY INSTRUMENT NO. 2004-0746491 OF O.R., AND NO LONGER AFFECTS SURVEYED LAND, NOT PLOTTED, REFER TO SAID EXCEPTION DOCUMENT FOR FULL PARTICULARS.

(CONTINUED ON SHEET 3)

NOTE:

SEE SHEET 9 FOR PLOTTED EASEMENTS.

Prepared by:
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(714) 935-0265 www.truxaw.com

PARCEL MAP WAIVER 23-007 LOT LINE ADJUSTMENT IN THE CITY OF PALM DESERT	
DRAWN: JKA	CHKD: RJD/CL
DATE: 2-15-24	DATE: 2-15-24
EXHIBIT "B" SHEET 2 OF 9 - FTN21003	

APPROVED BY:	
MICHAEL D. MYERS	DATE
ACTING CITY SURVEYOR	
RCE 30702	

EASEMENT NOTES: (CONTINUED)

5

EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:

GRANTED TO: COACHELLA VALLEY WATER DISTRICT
PURPOSE: PIPELINE RECORDING DATE: FEBRUARY 11, 1993

RECORDING NO: 054527 OF OFFICIAL RECORDS
AFFECTS: SAID LAND MORE PARTICULARLY DESCRIBED THEREIN

NOTE: EXCEPTION DOCUMENT AFFECTS SURVEYED LAND, PLOTTED HEREON, REFER TO SAID EXCEPTION DOCUMENT FOR FULL PARTICULARS.

PARTIAL QUITCLAIM OF SAID EASEMENT RECORDED APRIL 1, 2021 AS INSTRUMENT NOS. 2021-0206210 AND 2021-0206211 OF OFFICIAL RECORDS.

NOTE: EXCEPTION DOCUMENT AFFECTS SURVEYED LAND, RELINQUISHING SEWER LINE WITHIN EASEMENT, WITH NO PLOTTABLE MATTERS, REFER TO SAID EXCEPTION DOCUMENT FOR FULL PARTICULARS.

6 RECITALS AS SHOWN ON THAT CERTAIN MAP/PLAT

RECORDING NO: PARCEL MAP NO. 24255 IN BOOK 206, PAGE 94 OF PARCEL MAPS WHICH AMONG OTHER THINGS RECITES, AS FOLLOWS:

WE HEREBY DEDICATE TO PUBLIC USE FOR STORM DRAIN PURPOSES A (20) FOOT EASEMENT OVER PARCEL 32, AS SHOWN WITHIN THIS MAP.

NOTE: SAID 20' WIDE STORM DRAIN EASEMENT, PLOTTED HEREON.

WE HEREBY CONVEY IN FEE TO THE CITY OF PALM DESERT LOT H, FOR DRAINAGE AND INCIDENTAL PURPOSES.

NOTE: LOT "H" DEPICTED HEREON.

THE CITY CLERK'S STATEMENT ON SAID MAP ACCEPTS THE STORM DRAIN EASEMENT OVER PARCEL 32 AND THE CONVEYANCE IN FEE OF LOT H.

THERE IS HEREBY DEDICATED TO THE COACHELLA VALLEY WATER DISTRICT THE (20) FOOT SEWER EASEMENT OVER PARCEL 32.

NOTE: SAID 20' WIDE SEWER EASEMENT, ABANDONED BY EXCEPTION #3 INSTRUMENT NO. 2004-0746491 OF O.R., WITH NO PLOTTABLE MATTERS, REFER TO SAID EXCEPTION DOCUMENT FOR FULL PARTICULARS.

THE CERTIFICATE OF ACCEPTANCE ON SAID PARCEL MAP ACCEPTS THE DEDICATION OF EASEMENTS ON BEHALF OF COACHELLA VALLEY WATER DISTRICT.

REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

NOTE: EXCEPTION DOCUMENT AFFECTS SURVEYED LAND, REFER TO SAID EXCEPTION DOCUMENT FOR FULL PARTICULARS.

NOTE:

SEE SHEET 4 FOR PLOTTED EASEMENTS. (CONTINUED ON SHEET 4)



DENOTES ITEM PLOTTED HEREON

Prepared by:
Joseph C. Truxaw and Associates, Inc.
Civil Engineers and Land Surveyors
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PARCEL MAP WAIVER 23-007 LOT LINE ADJUSTMENT IN THE CITY OF PALM DESERT	
DRAWN: JKA	CHKD: RJD/CL
DATE: 2-15-24	DATE: 2-15-24
EXHIBIT "B" SHEET 3 OF 9 - FTN21003	

APPROVED BY:	
MICHAEL D. MYERS	DATE
ACTING CITY SURVEYOR	
RCE 30702	

EASEMENT NOTES: (CONTINUED)

7 EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: COACHELLA VALLEY WATER DISTRICT, A PUBLIC AGENCY
PURPOSE: PIPELINES
RECORDING DATE: DECEMBER 12, 2013
RECORDING NO: 2013-0577940 OF OFFICIAL RECORDS
AFFECTS: SAID LAND MORE PARTICULARLY DESCRIBED THEREIN

NOTE: EXCEPTION DOCUMENT AFFECTS SURVEYED LAND, PLOTTED HEREON, REFER TO SAID EXCEPTION DOCUMENT FOR FULL PARTICULARS.

8 EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: CITY OF PALM DESERT PURPOSE: DRAINAGE EASEMENT AND PUBLIC UTILITY EASEMENTS
RECORDING DATE: DECEMBER 9, 2014
RECORDING NO: 2014-0470272 OF OFFICIAL RECORDS
AFFECTS: SAID LAND MORE PARTICULARLY DESCRIBED THEREIN

AND RECORDING DATE: OCTOBER 14, 2015
AND RECORDING NO: 2015-0450536 OF OFFICIAL RECORDS

NOTE: EXCEPTION DOCUMENT AFFECTS SURVEYED LAND, PLOTTED HEREON, REFER TO SAID EXCEPTION DOCUMENT FOR FULL PARTICULARS.

9 EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
IN FAVOR OF: CITY OF PALM DESERT
PURPOSE: DRAINAGE
RECORDING DATE: MARCH 18, 2015
RECORDING NO: 2015-0108086 OF OFFICIAL RECORDS
AFFECTS: SAID LAND MORE PARTICULARLY DESCRIBED THEREIN

NOTE: EXCEPTION DOCUMENT AFFECTS SURVEYED LAND, PLOTTED HEREON, REFER TO SAID EXCEPTION DOCUMENT FOR FULL PARTICULARS.

11 MATTERS CONTAINED IN THE DEDICATION STATEMENT OR ELSEWHERE ON THE TRACT OF PARCEL MAP SHOWN BELOW,
MAP NO.: PARCEL MAP NO. 37157 IN BOOK 247, PAGES 1 THROUGH 7, INCLUSIVE OF PARCEL MAPS

NOTE: EXCEPTION DOCUMENT AFFECTS SURVEYED LAND, WHICH REFERENCES A BLANKET RECIPROCAL ACCESS & DRAINAGE EASEMENT BETWEEN ALL PARCEL RETAINED THEREIN, ALSO CITING THE DEDICATION OF AN EASEMENT FOR DOMESTIC WATER, AND SANITATION SERVICES DEPICTED HEREON APPROXIMATELY, REFER TO SAID EXCEPTION DOCUMENT FOR FULL PARTICULARS.

NOTE:

SEE SHEET 4 FOR PLOTTED EASEMENTS.

(CONTINUED ON SHEET 5)

6 DENOTES ITEM PLOTTED HEREON

Prepared by:
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PARCEL MAP WAIVER 23-007 LOT LINE ADJUSTMENT IN THE CITY OF PALM DESERT	
DRAWN: JKA	CHKD: RJD/CL
DATE: 2-15-24	DATE: 2-15-24
EXHIBIT "B"	
SHEET 4 OF 9 - FTN21003	

APPROVED BY:	DATE
MICHAEL D. MYERS ACTING CITY SURVEYOR RCE 30702	

EASEMENT NOTES: (CONTINUED)

12 AN EASEMENT DEDICATED TO THE COACHELLA VALLEY WATER DISTRICT FOR PUBLIC PURPOSES, DOMESTIC WATER AND SANITATION EASEMENTS LYING WITHIN PARCELS 1, 3, 5, 6, 7, 8, 9, 10, 11, 12 AND 13 OF PARCEL MAP NO. 37517, IN BOOK 247, PAGES 1 THROUGH 7, INCLUSIVE OF PARCEL MAPS AS SHOWN ON SAID PARCEL MAP.

INCLUDES THE RIGHT TO ENTER UPON SAID LANDS, TO SURVEY, CONSTRUCT, RECONSTRUCT, LAY, RELAY, MAINTAIN, OPERATE, CONTROL, USE AND REMOVE PIPELINES, FIXTURES AND APPURTENANCES, AND TO REMOVE OBJECTS INTERFERING WITH THE CONSTRUCTION, OPERATION AND MAINTENANCE THEREOF. COACHELLA VALLEY WATER DISTRICT WILL NOT BE RESPONSIBLE FOR ANY IMPROVEMENTS WITHIN SAID EASEMENT(S) IN THE EVENT THAT OPERATION AND MAINTENANCE ACTIVITIES RESULT IN DAMAGE OR REMOVAL OF SAID IMPROVEMENTS.

NOTE: EXCEPTION DOCUMENT AFFECTS SURVEYED LAND, BLANKET IN NATURE, REFER TO SAID EXCEPTION DOCUMENT FOR FULL PARTICULARS.

⬡ THE OWNERSHIP OF SAID LAND DOES NOT INCLUDE RIGHTS OF ACCESS TO OR FROM THE STREET, HIGHWAY, OR FREEWAY ABUTTING SAID LAND, SUCH RIGHTS HAVING BEEN RELINQUISHED BY SAID MAP/PLAT.

AFFECTS: MONTEREY AVENUE AND DINAH SHORE DRIVE,
EXCEPT GENERAL EASEMENT OF TRAVEL, AS SHOWN
ON PARCEL MAP NO. 37157 IN BOOK 247, PAGES
1 THROUGH 7, INCLUSIVE OF PARCEL MAPS

NOTE: EXCEPTION DOCUMENT AFFECTS SURVEYED LAND, WHICH REFERENCES RIGHT OF ACCESS HAS BEEN RELINQUISHED, PLOTTED HEREON, REFER TO SAID EXCEPTION DOCUMENT FOR FULL PARTICULARS.

14 A "RECIPROCAL ACCESS EASEMENT" RESERVED BETWEEN ALL PARCELS ON THIS PARCEL MAP FOR THE BENEFIT OF THE MONTEREY CROSSING LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, ON BEHALF OF THE PUBLIC AND PARCEL OWNERS WITH THE MAP, AS SHOWN ON PARCEL MAP NO. 37157 IN BOOK 247, PAGES 1 THROUGH 7, INCLUSIVE OF PARCEL MAPS.

NOTE: EXCEPTION DOCUMENT AFFECTS SURVEYED LAND, WHICH REFERENCES A BLANKET RECIPROCAL ACCESS EASEMENT BETWEEN ALL PARCEL RETAINED THEREIN.

15 A RECIPROCAL DRAINAGE EASEMENT RETAINED BETWEEN ALL PARCELS ON THIS PARCEL MAP FOR PRIVATE USE, FOR THE SOLE BENEFIT OF MONTEREY CROSSING LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, OUR SUCCESSORS, ASSIGNEES, AND PARCEL OWNERS, AS SHOWN ON PARCEL MAP NO. 37157 IN BOOK 247, PAGES 1 THROUGH 7, INCLUSIVE OF PARCEL MAPS.

NOTE: EXCEPTION DOCUMENT AFFECTS SURVEYED LAND, WHICH REFERENCES A BLANKET DRAINAGE EASEMENT BETWEEN ALL PARCEL RETAINED THEREIN.

NOTE:

SEE SHEET 4 FOR PLOTTED EASEMENTS. (CONTINUED ON SHEET 6)

⬡ DENOTES ITEM PLOTTED HEREON

Prepared by:
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PARCEL MAP WAIVER 23-007 LOT LINE ADJUSTMENT IN THE CITY OF PALM DESERT	
DRAWN: JKA	CHKD: RJD/CL
DATE: 2-15-24	DATE: 2-15-24
EXHIBIT "B"	
SHEET 5 OF 9 - FTN21003	

APPROVED BY:	
MICHAEL D. MYERS ACTING CITY SURVEYOR RCE 30702	DATE

EASEMENT NOTES: (CONTINUED)

17 COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, FAMILIAL STATUS, SOURCE OF INCOME, DISABILITY, VETERAN OR MILITARY STATUS, GENETIC INFORMATION, MEDICAL CONDITION, CITIZENSHIP, PRIMARY LANGUAGE, AND IMMIGRATION STATUS, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN THE DOCUMENT

RECORDING DATE: AUGUST 12, 2019
RECORDING NO: 2019-0306245 OF OFFICIAL RECORDS

SAID COVENANTS, CONDITIONS AND RESTRICTIONS PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE.

AMONG OTHER THINGS, SAID DOCUMENT PROVIDES FOR:

THE DEED OF TRUST RECORDED MARCH 15, 2019 AS INSTRUMENT NO. 2019-0087122 OF OFFICIAL RECORDS IS SUBORDINATE AND INFERIOR TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS SHOWN HEREIN.

EASEMENTS FOR INGRESS, EGRESS AND PARKING.

NOTE: EXCEPTION DOCUMENT AFFECTS SURVEYED LAND, WHICH REFERENCES A BLANKET RECIPROCAL ACCESS, PARKING, UTILITY AND DRAINAGE EASEMENTS BETWEEN ALL PARCEL RETAINED THEREIN, EASEMENTS ARE NOT PLOTTABLE, REFER TO SAID EXCEPTION DOCUMENT FOR FULL PARTICULARS.

18 MATTERS CONTAINED IN THAT CERTAIN DOCUMENT

ENTITLED: RECIPROCAL EASEMENT AGREEMENT (MONTEREY CROSSING)
DATED: MAY 7, 2019
EXECUTED BY: THE CITY OF PALM DESERT, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA (CITY) AND MONTEREY CROSSING, LP, A CALIFORNIA LIMITED PARTNERSHIP (DEVELOPER)
RECORDING DATE: AUGUST 12, 2019
RECORDING NO: 2019-0306246 OF OFFICIAL RECORDS

REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

NOTE: EXCEPTION DOCUMENT AFFECTS SURVEYED LAND, PLOTTED HEREON, REFER TO SAID EXCEPTION DOCUMENT FOR FULL PARTICULARS

NOTE:

SEE SHEET 4 FOR PLOTTED EASEMENTS. (CONTINUED ON SHEET 7)

Prepared by:
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Civil Engineers and Land Surveyors
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(714) 935-0265 www.truxaw.com

PARCEL MAP WAIVER 23-007 LOT LINE ADJUSTMENT IN THE CITY OF PALM DESERT	
DRAWN: JKA	CHKD: RJD/CL
DATE: 2-15-24	DATE: 2-15-24
EXHIBIT "B" SHEET 6 OF 9 - FTN21003	

APPROVED BY:	DATE
MICHAEL D. MYERS ACTING CITY SURVEYOR RCE 30702	

EASEMENT NOTES: (CONTINUED)

19 EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:

GRANTED TO: CITY OF PALM DESERT, A MUNICIPAL CORPORATION
PURPOSE: A NON-EXCLUSIVE ACCESS EASEMENT RECORDING
DATE: AUGUST 05, 2020

RECORDING NO: 2020-0351868 OF OFFICIAL RECORDS
AFFECTS: AS DESCRIBED THEREIN

20

EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:

GRANTED TO: SOUTHERN CALIFORNIA EDISON COMPANY
PURPOSE: UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS INCLUDING ABOVE-GROUND ENCLOSURES AND INCIDENTAL PURPOSES

RECORDING DATE: FEBRUARY 22, 2021
RECORDING NO: 2021-0113140 OF OFFICIAL RECORDS

NOTE: EXCEPTION DOCUMENT AFFECTS SURVEYED LAND, PLOTTED HEREON, REFER TO SAID EXCEPTION DOCUMENT FOR FULL PARTICULARS

21 MATTERS CONTAINED IN THAT CERTAIN DOCUMENT

ENTITLED: WATER QUALITY MANAGEMENT PLAN AND STORMWATER BMP MAINTENANCE AND RIGHT OF ENTRY AGREEMENT
DATED: FEBRUARY 14, 2020
EXECUTED BY: MONTEREY 1.0 LLC AND THE CITY OF PALM DESERT

RECORDING DATE: MARCH 4, 2021
RECORDING NO: 2021-0141928 OF OFFICIAL RECORDS

REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

NOTE: EXCEPTION DOCUMENT CITES RIGHT OF ENTRY TO MAINTAIN STORM WATER RUNOFF DEVICES. RIGHT OF ENTRY BLANKET IN NATURE OVER SURVEYED LAND, REFER TO SAID EXCEPTION DOCUMENT FOR FULL PARTICULARS.

NOTE:

SEE SHEET 4 FOR PLOTTED EASEMENTS.

(CONTINUED ON SHEET 8)



DENOTES ITEM PLOTTED HEREON

Prepared by:

Joseph C. Truxaw and Associates, Inc.

Civil Engineers and Land Surveyors

1915 W. Orangewood Ave., Suite 101, Orange, CA

(714) 935-0265

www.truxaw.com

**PARCEL MAP WAIVER 23-007
LOT LINE ADJUSTMENT
IN THE CITY OF PALM DESERT**

DRAWN: JKA

CHKD: RJD/CL

DATE: 2-15-24

DATE: 2-15-24

EXHIBIT "B"

SHEET 7 OF 9 - FTN21003

APPROVED BY:

MICHAEL D. MYERS
ACTING CITY SURVEYOR
RCE 30702

DATE

EASEMENT NOTES: (CONTINUED)

②4 EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL
THERETO, AS GRANTED IN A DOCUMENT:

GRANTED TO: SOUTHERN CALIFORNIA GAS COMPANY, A
CALIFORNIA CORPORATION, ITS SUCCESSORS AND
ASSIGNS
PURPOSE: PUBLIC UTILITIES
RECORDING DATE: JULY 28, 2021
RECORDING NO: 2021-0449357 OF OFFICIAL RECORDS
AFFECTS: AS DESCRIBED THEREIN

**NOTE: EXCEPTION DOCUMENT AFFECTS SURVEYED LAND, PLOTTED HEREON, REFER TO
SAID EXCEPTION DOCUMENT FOR FULL PARTICULARS.**

②5

THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: SOUTHERN CALIFORNIA GAS COMPANY, A
CALIFORNIA CORPORATION, ITS SUCCESSORS AND
ASSIGNS
PURPOSE: PUBLIC UTILITIES
RECORDING DATE: JULY 28, 2021
RECORDING NO: 2021-0449363 OF OFFICIAL RECORDS
AFFECTS: AS DESCRIBED THEREIN

THE FOLLOWING MATTERS AFFECT PARCEL B:

NOTE:

SEE SHEET 4 FOR PLOTTED EASEMENTS.



DENOTES ITEM PLOTTED HEREON

Prepared by:

Joseph C. Truxaw and Associates, Inc.

Civil Engineers and Land Surveyors

1915 W. Orangewood Ave., Suite 101, Orange, CA

(714) 935-0265

www.truxaw.com

**PARCEL MAP WAIVER 23-007
LOT LINE ADJUSTMENT
IN THE CITY OF PALM DESERT**

DRAWN: JKA

CHKD: RJD/CL

DATE: 2-15-24

DATE: 2-15-24

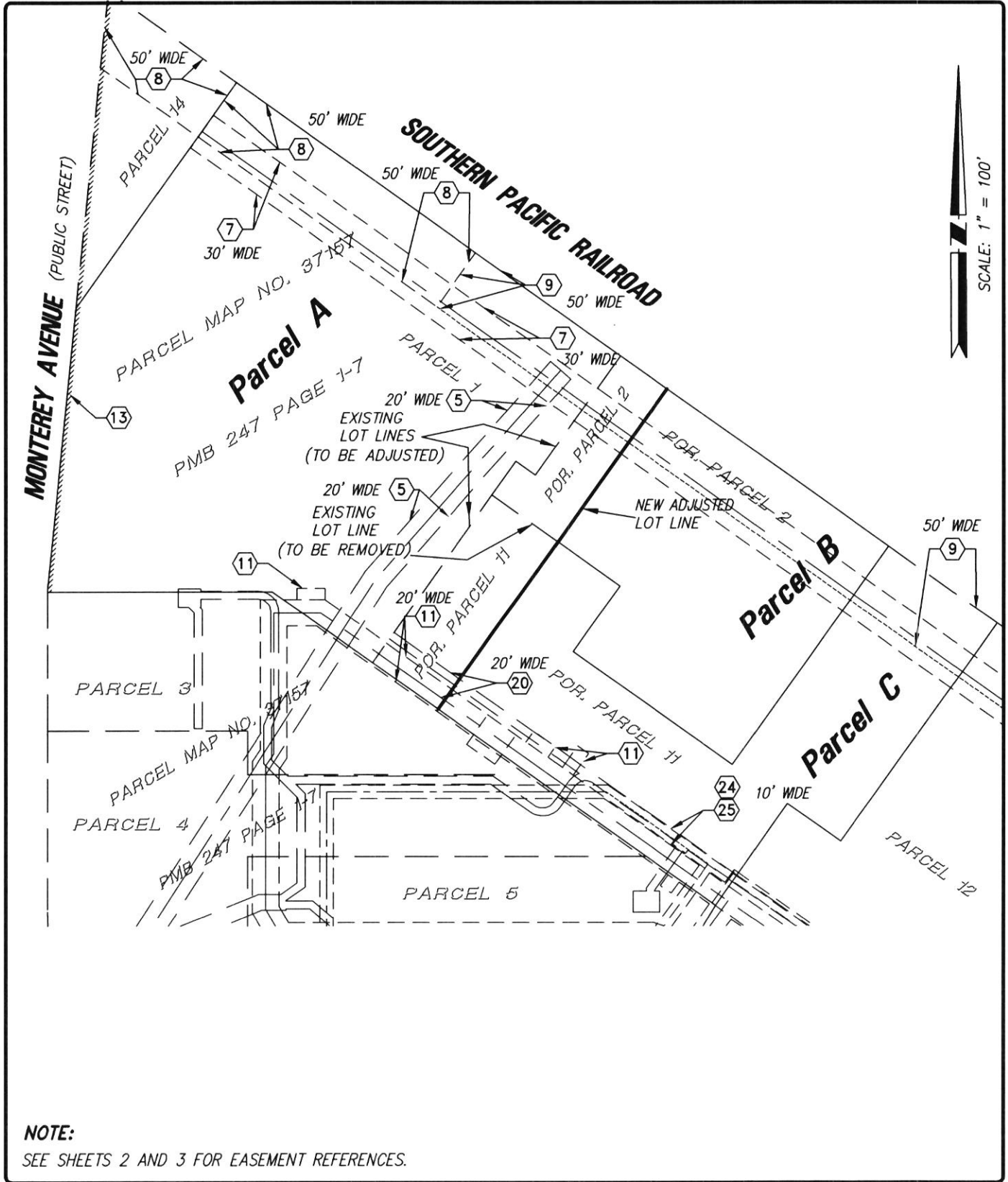
EXHIBIT "B"

SHEET 8 OF 9 - FTN21003

APPROVED BY:

MICHAEL D. MYERS
ACTING CITY SURVEYOR
RCE 30702

DATE



NOTE:
SEE SHEETS 2 AND 3 FOR EASEMENT REFERENCES.

Prepared by:
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SHEET 9 OF 9 - FTN21003

APPROVED BY:

MICHAEL D. MYERS
ACTING CITY SURVEYOR
RCE 30702

DATE

EXHIBIT "A"
PARCEL MAP WAIVER 23-007
LOT LINE ADJUSTMENT
(LEGAL DESCRIPTION)

PAGE 1 OF 3

PARCEL A

PARCEL 1 AND PORTIONS OF PARCELS 2 AND 11 OF PARCEL MAP NO. 37157, IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 247, PAGES 1 THROUGH 7, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN SECTION 20, TOWNSHIP 4 SOUTH, RANGE 6 EAST, S.B.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 1:

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1 THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 00°00'35" WEST, 1.79 FEET;
- 2) NORTH 05°51'23" EAST, 216.60 FEET;
- 3) NORTH 35°27'32" EAST, 208.08' TO THE NORTHERLY CORNER OF SAID PARCEL 1;

THENCE ALONG THE NORTHEASTERLY LINES OF SAID PARCELS 1 AND 2,
SOUTH 54°32'40" EAST, 396.83 FEET;

THENCE LEAVING THE NORTHEASTERLY LINE OF SAID PARCEL 2,
SOUTH 35°28'33" WEST, 296.50 FEET TO THE SOUTHWESTERLY LINE OF SAID
PARCEL 11;

THENCE ALONG THE SOUTHWESTERLY LINES OF SAID PARCELS 11 AND 1,
NORTH 54°34'53" WEST, 153.35 FEET;

THENCE NORTH 90°00'00" WEST, 168.60 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF APPROXIMATELY 2.87 ACRES.

AS SHOWN ON THE ATTACHED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART
HEREOF.

SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS, RIGHTS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD, IF
ANY.

EXHIBIT "A"
PARCEL MAP WAIVER 23-007
LOT LINE ADJUSTMENT
(LEGAL DESCRIPTION)

PAGE 2 OF 3

PARCEL B

A PORTION OF PARCEL 2 OF PARCEL MAP NO. 37157, IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 247, PAGES 1 THROUGH 7, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY LYING WITHIN SECTION 20, TOWNSHIP 4 SOUTH, RANGE 6 EAST, S.B.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 2:

THENCE ALONG THE COMMON LINE BETWEEN PARCELS 2 AND 11 OF SAID PARCEL MAP THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTH 35°25'27" WEST, 202.38 FEET;
- 2) NORTH 54°34'33" WEST, 147.43 FEET;
- 3) NORTH 35°25'27" EAST, 61.01 FEET;
- 4) NORTH 54°34'34" WEST, 57.09 FEET;

THENCE LEAVING SAID COMMON LINE, NORTH 35°28'33" EAST, 141.48 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL 2;

THENCE ALONG SAID NORTHEASTERLY LINE, SOUTH 54°32'40" EAST, 204.39 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF APPROXIMATELY 0.87 ACRES.

AS SHOWN ON THE ATTACHED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD, IF ANY.

EXHIBIT "A"
PARCEL MAP WAIVER 23-007
LOT LINE ADJUSTMENT
(LEGAL DESCRIPTION)

PAGE 3 OF 3

PARCEL C

A PORTION OF PARCEL 11 OF PARCEL MAP NO. 37157, IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 247, PAGES 1 THROUGH 7, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN SECTION 20, TOWNSHIP 4 SOUTH, RANGE 6 EAST, S.B.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 11:

THENCE ALONG THE EASTERLY LINES OF SAID PARCEL 11 THE FOLLOWING THREE (3) COURSES;

- 1) SOUTH 35°25'37" WEST, 202.33 FEET;
- 2) NORTH 54°34'33" WEST, 49.45 FEET;
- 3) SOUTH 34°49'52" WEST, 93.98 FEET TO THE SOUTH CORNER OF SAID PARCEL 11;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 11, NORTH 54°34'53" WEST, 256.18 FEET;

THENCE LEAVING SAID SOUTHWESTERLY LINE, NORTH 35°28'33" EAST, 155.02 FEET TO THE COMMON LINE BETWEEN PARCELS 2 AND 11;

THENCE ALONG SAID COMMON LINE THE FOLLOWING FOUR (4) COURSES;

- 1) SOUTH 54°34'34" EAST, 57.09 FEET;
- 2) SOUTH 35°25'27" WEST, 61.01 FEET;
- 3) SOUTH 54°34'33" EAST, 147.43 FEET;
- 4) NORTH 35°25'27" EAST, 202.38 FEET TO THE NORTH CORNER OF SAID PARCEL 11;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 11, SOUTH 54°32'40" EAST, 100.01 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF APPROXIMATELY 1.10 ACRES.

AS SHOWN ON THE ATTACHED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

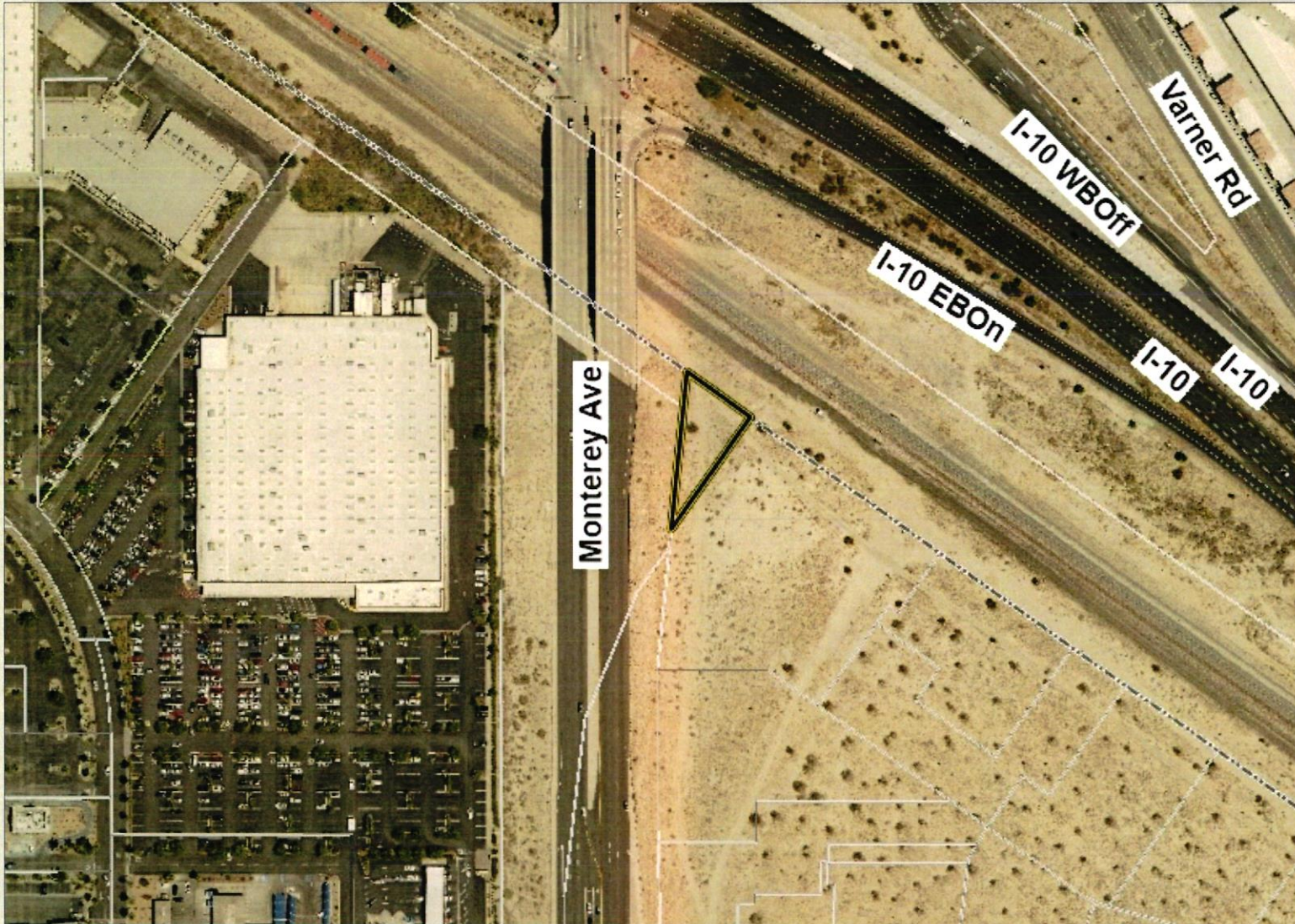
SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD, IF ANY.

LEGAL DESCRIPTION PREPARED UNDER THE SUPERVISION OF:



JEROME K. ALLEN, P.L.S. 7157

72920 Dinah Shore Drive
 Palm Desert, California 'Parcel 14'





Legend

- County Boundary
- City Boundaries
- Parcels, County
- County Centerline Names
- Blueline Streams

Notes

APN: 685-020-034
 District 4
 Highlighted parcel is the property

0 284 568 Feet

IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON... 2/26/2024 1:36:01 AM

© Riverside County GIS

73420 Dinah Shore Drive
Palm Desert, California



Legend

- County Boundary
- City Boundaries
- Parcels, County
- County Centerline Names
- Blueline Streams



IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

0 568 1,135 Feet

REPORT PRINTED ON... 2/26/2024 1:39:23 AM

© Riverside County GIS

Notes

APN: 694-060-010
District 4
Highlighted parcel is the property

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

LAWYERS TITLE COMPANY

AND WHEN RECORDED MAIL TO:

COUNTY OF RIVERSIDE
3403 10TH STREET, SUITE 400
RIVERSIDE, CA 92501

**This document was electronically submitted
to the County of Riverside for recording**
Received by: MARY #420

615675264

Space above this line for recorder's use only

DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

Title of Document

APN: 685-020-020-5

TRA: 018-231

DTT: -DA-

Exemption reason declared pursuant to Government Code 27388.1

This is a document recorded in connection with a transfer that is subject to the imposition of documentary transfer tax.

Document reference: concurrently herewith

This is a document recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier.

Document reference: _____

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

RECORDING REQUESTED BY

*Lawyers Title
615675264*

AND WHEN RECORDED MAIL DOCUMENT TO:

County of Riverside
3403 10th Street, Suite 400
Riverside, California 92501

Space Above This Line for Recorder's Use

*Notice to Recorder: This Document
To Be Recorded Both as a
Deed of Trust and a Fixture Filing*

**DEED OF TRUST WITH ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING, made this 15th day of March, 2019, to

TRUSTOR: **MONTEREY CROSSING LP, a California limited partnership**
TRUSTEE: **COMMONWEALTH LAND TITLE INSURANCE COMPANY**

for the benefit of BENEFICIARY: **COUNTY OF RIVERSIDE, a political subdivision of the State of California**

THIS DEED OF TRUST CONSTITUTES A FIXTURE FILING UNDER SECTION 9502 OF THE UNIFORM COMMERCIAL CODE AS IN EFFECT ON THE DATE HEREOF IN THE STATE OF CALIFORNIA. TO THE EXTENT THE GOODS ARE FIXTURES UNDER THE LAWS OF THE STATE OF CALIFORNIA, THE FIXTURES ARE OR ARE TO BECOME FIXTURES ON THE REAL PROPERTY LOCATED IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED ON EXHIBIT A ATTACHED HERETO.

WITNESSETH: That Trustor hereby irrevocably mortgages, grants, conveys, transfers, and grants to Trustee in trust, with power of sale, that property in the County of Riverside, State of California, which real property is more particularly described in Exhibit A attached hereto and by this reference incorporated herein ("Real Property"), and all rights to the Real Property which may be acquired by the Trustor at any time, including all rights, privileges, options, elections and other benefits of every name and nature; together with all present and future easements and rights used in connection therewith or as a means of access thereto, together with that certain property identified on Schedule 1 attached hereto and incorporated herewith (collectively, the "Property"), for the purpose of securing (1) payment of the sum of **\$3,250,000.00**, with interest thereon evidenced by that certain Purchase Money Note of even date herewith ("Note" and, collectively with this Deed of Trust, the "Loan Documents") made by Trustor, payable to order of

Beneficiary, and extensions or renewals thereof, (2) the performance of each agreement of Trustor incorporated by reference or contained herein, and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or their successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust (collectively, the "Secured Obligations").

A. To protect the security of this Deed of Trust, Trustor agrees:

- 1) To keep the Property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore, to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.
- 2) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
- 3) To pay, at least ten days before delinquency all taxes and assessments affecting the Property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto; all cost, fees and expenses of this Deed of Trust.
- 4) Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; appear in and defend any action purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

- 5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

- 1) That any award in connection with any condemnation for public use of or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- 2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require payment when due of all other sums so secured or to declare default for failure so to pay.
- 3) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of the Property; consent to the making of any map or plat thereof; join in granting any easements thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- 4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto".
- 5) That as additional security, each of Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of this Deed of Trust, to collect the Rents, issues and profits of the Property, reserving unto Trustor the right; prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such Rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be

appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collecting of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

- 6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property, which notice shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of said having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of trustee and of this Deed of Trust, including costs of evidence of title in connection with sale, Trustee shall apply to proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

- 7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or

counties where the Property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

- 8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the Note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- 9) That Trustee accepts this Deed of Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.
- 10) Trustor requests that copies of the notice of default and notice of sale be sent to Trustor's address as shown above.

Beneficiary requests that copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust be sent to Beneficiary's address, as set forth on page one of this Deed of Trust, as provided by Section 2924(b) of the California Civil Code.

D. Transfer Restrictions. If the Trustor shall "transfer" (as defined below) the Property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable. As used herein, "transfer" includes the direct or indirect sale, agreement to sell, transfer, conveyance, pledge, mortgage, encumbrance, lien, collateral assignment or hypothecation of the Property, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment land sale contract or similar instrument affecting all or a portion of the Property. The term "transfer" also includes the direct or indirect transfer, assignment, withdrawal, hypothecation or conveyance of legal or beneficial ownership of any membership, partnership, stock or other ownership interest (an "ownership interest") that results in a change in control of Trustor or in any member or partner of Trustor. Notwithstanding the foregoing, the following "transfers" shall be permitted without Beneficiary's consent (each, a "**Permitted Transfer**"):

- 1) any transfer of non-controlling direct or indirect interests in Trustor; provided that at all times after giving effect to such transfer, Craig Smith, and/or any trusts or other estate planning vehicles established by him, shall directly or indirectly control the day-to-day management of the Trustor;
- 2) the transfer of inventory or other personal property in the ordinary course of business, provided such inventory or personal property is replaced with items of the same utility and of the same or greater value;
- 3) (i) any lease for space at the Property, (ii) equipment leases in the ordinary course of business, (iii) the liens and security interests created by the Loan Documents, (iv) all liens, encumbrances and other matters disclosed in "Schedule B-I" of the Beneficiary's title insurance policy, (v) liens for real estate taxes and assessments imposed by any governmental authority which are not yet delinquent, and (vi) such other title and survey exceptions as Beneficiary has approved or may approve in writing in Beneficiary's reasonable discretion (collectively, the "**Permitted Encumbrances**");
- 4) any amendment to Map 37157 (as defined below), including, without limitation, any lot line adjustments thereto (each, a "**Subdivision**"), provided that Trustor shall submit such Subdivision to Beneficiary for Beneficiary's review and approval, which approval shall not be unreasonably withheld, delayed or conditioned. Within fifteen (15) Business Days after Beneficiary's receipt of such Subdivision, Beneficiary shall provide Trustor written notice if Beneficiary disapproves of said Subdivision, together with reasonable justification therefor. Beneficiary shall be deemed to have approved the Subdivision if such disapproval notice is not provided to Trustor within the foregoing fifteen (15) Business Day period, provided that Trustor's request for Beneficiary's approval refers to this deemed approval provision. Within five (5) Business Days after Beneficiary's approval or deemed approval, Borrower shall execute, acknowledge and deliver to Trustor such amendments to the Loan Documents as Beneficiary may reasonably require to reflect the change in the legal description of the Property resulting from the recordation of any Subdivision. In connection with and promptly after the recordation of any amendment or other modification to the Deed of Trust recorded in connection with such amendments, Trustor shall deliver to Beneficiary, at Trustor's sole expense, a title endorsement to the Lender's title policy in form and substance reasonably satisfactory to Beneficiary insuring the continued first priority lien of the Deed of Trust. Subject to the execution and delivery by Trustor of any documents required under this Section, Beneficiary shall, if required by applicable law, sign any Subdivision approved, or deemed to be approved, by Beneficiary pursuant to this Section;
- 5) any modification or amendment to any covenants, conditions, and restrictions, reciprocal easement agreements, easement agreements, and/or other encumbrances on the Property, including the Tract Map Development Documents (as defined below), and/or any new covenants, conditions, and restrictions, reciprocal easement agreements, easement agreements, and other encumbrances reasonably related to the ownership and/or development of the Property (each, a "**Development Document**"), provided that Trustor shall submit such Development Document to Beneficiary for Beneficiary's review and approval, which approval shall not be unreasonably withheld, delayed or conditioned. Within fifteen (15) Business Days after Beneficiary's receipt of such Development Document, Beneficiary shall provide Trustor written notice if Beneficiary disapproves of said Development Document, together with reasonable justification

therefor. Beneficiary shall be deemed to have approved the Development Document if such disapproval notice is not provided to Trustor within the foregoing fifteen (15) Business Day period, provided that Trustor's request for Beneficiary's approval refers to this deemed approval provision. Beneficiary shall sign a written consent to any Development Document approved, or deemed to be approved, by Beneficiary pursuant to this Section. With respect to Beneficiary's review and approval of the Development Documents, Beneficiary will have the right to disapprove any provision in such documents that would create a disproportionate burden on those parcels that will remain subject to this Deed of Trust following the Phase 1 Partial Release Conveyances ("**Phase 2 Property**"). The terms of this Section D(5) shall not apply to (a) the Tract Map Development Documents approved prior to the execution of the Deed of Trust in accordance with Section H below, (b) modification or changes to the Tract Map Development Documents which are required by the City of Palm Desert or CVWD (unless such modifications or changes would defer the construction of material improvements required in connection with the Tract Map Development Documents to the development of the Phase 2 Property), or modification or changes to add restrictive uses for tenants of the Property; (c) memorandum(s) of leases for the Property; or (d) quitclaims or abandonment of easements or other encumbrances affecting the Property, provided, however, that Trustor shall provide copies of all such documents to Beneficiary no less than five (5) days before the recording of same; and/or

- 6) the Phase 1 Partial Release Conveyances and any Permitted Partial Release Conveyance (as defined in the Note) provided the conditions to such Permitted Partial Release Conveyance are satisfied in full (as all such terms are defined below).

E. Security Agreement and Fixture Filing. Trustor, as the "debtor", hereby grants to Beneficiary, as the "secured party", a security interest in all right title and interest of Trustor in and to all of the personal property that comprises a portion of the Property to secure all Secured Obligations. This Deed of Trust constitutes and shall be deemed to be a "security agreement" between Trustor, as the "debtor," and beneficiary, as the "secured party," for all purposes of the Uniform Commercial Code of the State in which the Property is located (the "UCC"). This Deed of Trust also constitutes and shall be deemed to be a financing statement filed as a fixture filing in the official Records of the County Recorder of the county in which the Property is located with respect to any and all fixtures included within the term "Property" as used herein and with respect to any property that may now be or hereafter become fixtures. Upon the recording of this Deed of Trust in the county recording office of the county in which the Real Property is located and the consummation of the other actions contemplated by the Loan Documents, the lien of this Deed of Trust shall be a perfected lien and fixture filing on the Property. Beneficiary shall have, in addition to all rights and remedies proved hereunder and in the Loan Documents, all of the rights and remedies of a secured party under the UCC. In the event Trustor shall fail, beyond any applicable notice and grace periods, to make any payment or perform any covenant related to any security interest in favor of any person other than Beneficiary may, at its option, at any time without prior notice to Trustor, pay the amount secured by such security interest, and an amount so paid or incurred shall be secured by this Deed of Trust and payable on demand. Neither this Section nor a consent by Beneficiary pursuant to this subsection shall

constitute an agreement to subordinate any right of Beneficiary in fixtures or other property covered by this Deed of Trust.

F. Perfection. The Beneficiary may at any time and from time to time, file financing statements, continuation statements and amendments thereto that describe the Property as all assets of the Trustor or words of similar effect and which contain any other information required by the UCC for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including whether the Trustor is an organization, the type of organization and any organization identification number issued to the Trustor. The Trustor agrees to furnish any such information to the Beneficiary promptly upon request. Any such financing statements, continuation statements or amendments may be signed by the Beneficiary on behalf of the Trustor, if the signature of the Trustor is required for such financing statements, continuation statements, or amendments to be effective, and may be filed at any time in any jurisdiction.

G. Section 726.5 of the California Code of Civil Procedure. In the event that any portion of the Real Property is determined to be "environmentally impaired" (as "environmentally impaired" is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as "affected parcel" is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting Beneficiary's or Trustee's rights and remedies under this Deed of Trust, Beneficiary may elect to exercise its right under California Code of Civil Procedure Section 726.5(a) to:

- 1) waive its lien on such environmentally impaired or affected portion of the Property, and
- 2) exercise the rights and remedies of an unsecured creditor, including reduction of its claim against Trustor to judgment and any other rights and remedies permitted by law.

For purposes of determining Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), Trustor shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was, knowingly or negligently caused or contributed to by any lessee, occupant or user of any portion of the Property and Trustor knew or should have known of the activity by such lessee, occupant or user which caused or contributed to the release or threatened release.

H. Parcel Map; Partial Reconveyances. Notwithstanding any other provisions in the Loan Documents,

- 1) Beneficiary (i) approves final parcel map 37157 which will subdivide the Real Property and shall be substantially in the form that is attached hereto as Exhibit B ("**Map**

37157"), (ii) consents to the recording of Map 37157 against the Real Property in official Records of the County Recorder of the county in which the Real Property is located following final approval of Map 37157 by the City of Palm Desert, (iii) consents to the recording of (a) the Master CC&R's. (b) the REA (as both terms are defined in the 4th Amendment to the Offer of Purchase and Sale dated November 10, 2015 (as amended and assigned)), (c) the agreement for domestic and sewer service from CVWD, (d) the Subdivision Improvement Agreement with the City of Palm Desert (including the associated performance bond(s)), (e) public utility easements necessary to serve the Real Property and such other documents as are required in connection with the recording of Map 37157 (collectively, the "Tract Map Development Documents"), all in form and substance substantially similar to the versions of such documents provided by Trustor to Beneficiary prior to execution of this Deed of Trust; and (iv) agrees to execute Map 37157 and the Tract Map Development Documents.

2) After receipt of evidence of the recording of Map 37157, as provided in subsection 1) above, Beneficiary shall provide a partial reconveyance of the Deed of Trust of the parcels as identified on Map 37157 described below (together with any other documentation reasonably requested by the title company), and such partial reconveyance is not subject to any of the requirements set forth in subsection 3) concerning further Permitted Partial Release Conveyances (as defined below):

Parcels 3, 4, 5, 6, 7, 8, and 10 of Parcel Map 37157 (collectively, the "Phase 1 Partial Release Conveyances").

3) After the Phase 1 Partial Release Conveyances, Trustor may transfer any legal parcel constituting a portion of the Real Property in its entirety (each, a "**Partial Release Parcel**" and each transfer thereof a "**Permitted Partial Release Conveyance**") and Beneficiary shall provide a partial reconveyance of this Deed of Trust for such Partial Release Parcel (together with any other documentation reasonably requested by the title company), provided that each of the following terms and conditions are satisfied:

- a) Trustor gives Beneficiary written notice of the prospective Permitted Partial Release Conveyance not less than thirty (30) days before the date on which such Permitted Partial Release Conveyance is scheduled to close.
- b) If required by applicable law, each of (i) the Partial Release Parcel and (ii) the Real Property less the Partial Release Parcel (the "**Remaining Property**") shall constitute one or more legally subdivided interests in real property, and the release of such Partial Release Parcel will not violate any applicable law regarding subdivisions, parcel maps and the division of land into lots or parcels.
- c) Trustor shall have paid all actual reasonable third party fees and costs incurred by Beneficiary in connection with the Permitted Partial Release Conveyance, including without limitation recording and release fees and costs, reasonable legal fees and title charges.
- d) Concurrently with the reconveyance of the Partial Release Parcel, Trustor shall have paid to Beneficiary in cash for application to and reduction of principal owing under the Note, the full Release Price (as defined herein). "**Release Price**" shall mean the product of (i) the number of square feet constituting the Partial Release Parcel multiplied by (ii) \$7.46.

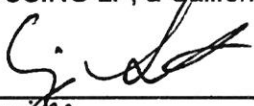
- e) Trustor shall provide Beneficiary at Trustor's sole cost and expense with such title insurance endorsements to the Beneficiary's title policy as Beneficiary shall reasonably request, in form and substance reasonably satisfactory to Beneficiary, which shall insure that after the release of the applicable Partial Release Parcel, this Deed of Trust shall continue as a valid first position deed of trust against the Remaining Property, subject only to the Permitted Encumbrances and such title exceptions as Beneficiary shall have approved in writing.

[Signatures on following page.]

IN WITNESS WHEREOF, Trustor and Beneficiary have executed this Deed of Trust as of the day and year set forth above.

"Trustor"

MONTEREY CROSSING LP, a California limited partnership

By: 
Name: Crista Smith
Title: Authorized Signatory

[Signatures continued on next page.]

Signature Page

12543376.2

CALIFORNIA ALL-PURPOSE 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 Orange)

Sheri Franco-mora

On March 13, 2019, before me, _____, Notary Public,

personally appeared Craig Smith

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 *Sheri Franco-mora*
Signature of Notary Public



Beneficiary "

COUNTY OF RIVERSIDE,
a political subdivision of the State of California

By: 
Robert Field
Assistant County Executive Officer/ECD

Signature Page

12543376.2

CALIFORNIA ALL-PURPOSE 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 Riverside)

On March 13, 2019, before me, Monica Tlaxcala, Notary Public,
personally appeared Robert Field

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 *Monica Tlaxcala*
Signature of Notary Public



EXHIBIT A
LEGAL DESCRIPTION

Real property in the City of Palm Desert, County of Riverside, State of California, described as follows:

Parcel 1 of that certain Certificate of Compliance (Waiver of Parcel Map PMW 15-147) in the City of Palm Desert, County of Riverside, State of California, recorded October 14, 2015 as Instrument No. 2015-0450535 of Official Records, described as follows:

Being the Parcels described in Exhibits A, B and C of Quitclaim Deed to the County of Riverside recorded March 18, 2015 as Document Number 2015-0108084, of Official Records of the Recorder of Riverside County, California, the Parcel described in Exhibit A of Quitclaim Deed to the County of Riverside recorded March 18, 2015 as Document Number 2015-0108085 of Official Records of said Recorder, all that part excepted out of Parcel 3 as described in a Quitclaim Deed to the City of Palm Desert recorded March 18, 2015 as Document Number 2015-0108083 of Official Records of said recorder, and a portion of the Remainder Parcel as shown on Parcel Map Number 22635 on file in Book 166, Pages 74 through 79 inclusive, of Parcel Maps, Records of said recorder, lying within the Southwest Quarter of Section 20 and the Northwest Quarter of Section 29, Township 4 South, Range 6 East, San Bernardino Base and Meridian, described as follows:

Commencing at the Southwest corner of the Southwest Quarter of said Section 20;

Thence South 89°59'29" East along the South line of said Southwest Quarter, a distance of 1561.40 feet to a point on the South line of the Southern Pacific Railroad right of way as shown on said Parcel Map Number 22635, also being the most Northeasterly corner of said Parcel described on Exhibit "A" in Document Number 2015-0108085 and the true point of beginning;

Thence South 54°33'45" East along said South right of way line, a distance of 86.25 feet to the South line of said Parcel described on Exhibit "A" Document Number 2015-0108085, also being a point on a line parallel with and distant 50.00 feet Southerly, measured at right angles to the South line of said Southwest Quarter;

Thence North 89°59'29" West along said South line and said parallel line, a distance of 697.17 feet to the Northerly right of way line of Dinah Shore Drive,

Exhibit A

12543376.2

50 foot half width, as described on said Exhibit "A" Document Number 2015-0108085 and the beginning of a non-tangent curve concave Southwesterly, having a radius of 2,050.00 feet and an initial radial bearing of North 17°58'43" East;

Thence Northwesterly along said Northerly right of way line and said curve through a central angle of 09°18'05", an arc distance of 332.79 feet to an angle point on the Westerly line of said Parcel described on Exhibit "B" Document Number 2015-0108084;

Thence North 38°04'56" West along said Westerly line, a distance of 36.11 feet to the most Westerly corner of said Parcel described on Exhibit "B" and a point on the Southerly line of said remainder Parcel shown on Parcel Map 22635;

Thence North 89°59'29" West along said Southerly line, a distance of 172.21 feet to the beginning of a non-tangent curve concave Southwesterly, having a radius of 213.50 feet and an initial radial bearing of North 15°29'18" East, also being the most Easterly point as described in Grant Deed to the City of Palm Desert, Document Number 2005-0396156 recorded May 18, 2005 of Official Records of said Recorder;

Thence Northwesterly along the Northerly line of said Grant Deed to the City of Palm Desert and said curve through a central angle of 11°46'42" an arc distance of 43.89 feet;

Thence North 86°17'24" West along said Northerly line, a distance of 200.77 feet to the beginning of a non-tangent curve concave Northeasterly, having a radius of 84.50 feet and an initial radial bearing of South 12°35'55" West;

Thence Northwesterly along the Northeasterly line of said Grant Deed to the City of Palm Desert and said curve through a central angle of 75°57'09" an arc distance of 112.01 feet;

Thence North 01°26'56" West along the Easterly line of said Grant Deed to the City of Palm Desert, a distance of 157.62 feet to the most Southerly point of said Parcel described on Exhibit "A" Document Number 2015-0108084, also being a point on a line parallel with and distant 103.05 feet Easterly of as measured at right angles to the centerline of Monterey Avenue as shown on said Parcel Map 22635;

Thence North 00°00'52" West along said parallel line and the Westerly line of said Parcel described on Exhibit "A" document Number 2015-0108084, a distance of 241.39 feet to an angle point therein;

Exhibit A

12543376.2

Thence North 05°50'03" East continuing along said Westerly line, a distance of 212.42 feet to a point on the Southeasterly line of Parcel 3 of said parcel Map 22635 and the most Southerly point of that part excepted out in Exhibit "A" of said Quitclaim Deed Document #2015-0108083;

Thence North 05°50'03" East along said Westerly line of that part excepted out of said Quitclaim Deed a distance of 240.35 feet to a point on the South line of said right of way for the Southern Pacific Railroad as shown on said Parcel Map Number 22635;

Thence South 54°33'45" East along said South right of way line, a distance of 1733.62 to the true point of beginning.

Assessor's Parcel No: 685-020-020

Exhibit A

12543376.2

EXHIBIT B
FORM OF MAP 37157

[SEE ATTACHED]

Exhibit B

12543376.2

IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 1 OF 7 SHEETS

PARCEL MAP NO. 37157

BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20 AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 29, BOTH IN TOWNSHIP 4 SOUTH, RANGE 6 EAST, SAN BERNARDINO MERIDIAN, SAID PORTIONS BEING PARCEL 1 OF CERTIFICATE OF COMPLIANCE, WAIVER OF PARCEL MAP NO. 15-147 RECORDED AS INSTRUMENT NO. 2015-0450535 OF OFFICIAL RECORDS OF SAID COUNTY.

GGI JANUARY 2016 MICHAEL NAVARRO, L.S. 7848

RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 2019,
AT _____ M. IN BOOK _____ OF PARCEL
MAPS, AT PAGES _____ OF THE
REQUEST OF THE CITY CLERK OF THE CITY
OF PALM DESERT.

NO. _____
FEE _____

PETER ALDANA, COUNTY ASSESSOR-
CLERK - RECORDER

BY: _____ DEPUTY

SUBDIVISION GUARANTEE BY:
LAWYER'S TITLE COMPANY

OWNERSHIP STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND, THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: DOMESTIC WATER AND SANITATION EASEMENTS LYING WITHIN PARCELS 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 AND 13, AS SHOWN HEREON. THE DEDICATION IS FOR DOMESTIC WATER AND SANITATION PURPOSES IN FAVOR OF COACHELLA VALLEY WATER DISTRICT. THE EASEMENTS SO DEDICATED INCLUDE THE RIGHT TO ENTER UPON SAID LANDS, TO SURVEY, CONSTRUCT, RECONSTRUCT, LAY, RELAY, MAINTAIN, OPERATE, CONTROL, USE AND REMOVE PIPELINES, FIXTURES AND APPURTENANCES, AND TO REMOVE OBJECTS INTERFERING WITH THE CONSTRUCTION, OPERATION AND MAINTENANCE THEREOF. COACHELLA VALLEY WATER DISTRICT WILL NOT BE RESPONSIBLE FOR ANY IMPROVEMENTS WITHIN SAID EASEMENT(S) IN THE EVENT THAT OPERATION AND MAINTENANCE ACTIVITIES RESULT IN DAMAGE OR REMOVAL OF SAID IMPROVEMENTS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: ABUTTER'S RIGHTS OF ACCESS ALONG MONTEREY AVENUE AND DINAH SHORE DRIVE. THE OWNERS OF PARCELS 1 THROUGH 14 ABUTTING THESE HIGHWAYS AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT GENERAL EASEMENT OF TRAVEL, ALSO EXCEPTING A 48.33 FOOT WIDE ACCESS OPENING OVER PARCELS 7 AND 10 AND A 31.09 FOOT WIDE ACCESS OPENING OVER PARCELS 8 AND 9, AS SHOWN HEREON. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS DEDICATION AS TO THE PART VACATED.

WE HEREBY RETAIN A "RECIPROCAL ACCESS EASEMENT" BETWEEN ALL PARCELS ON THIS PARCEL MAP FOR THE BENEFIT OF OURSELVES, ON BEHALF OF THE PUBLIC AND PARCEL OWNERS WITHIN THIS PARCEL MAP. WE HEREBY RETAIN A "RECIPROCAL DRAINAGE EASEMENT" BETWEEN ALL PARCELS ON THIS PARCEL MAP FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND PARCEL OWNERS WITHIN THE PARCEL MAP.

MONTEREY CROSSING LP, A CALIFORNIA LIMITED PARTNERSHIP

BY: _____ BY: _____
NAME: _____ NAME: _____
TITLE: _____ TITLE: _____

BENEFICIARY'S STATEMENT:

COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, AS BENEFICIARY UNDER A DEED OF TRUST RECORDED _____, 2019 AS INSTRUMENT NO. _____ O.R.

BY: _____ BY: _____
NAME: _____ NAME: _____
TITLE: _____ TITLE: _____

SEE SHEET 2 FOR NOTARY ACKNOWLEDGMENT DETAILS

SIGNATURE OMISSIONS:

THE SIGNATURE(S) OF THE PARTIES LISTED BELOW, OWNER(S) OF EASEMENTS PER DOCUMENTS LISTED BELOW HAVE BEEN OMITTED UNDER THE PROVISION OF SECTION 66436 OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

THE UNITED STATES OF AMERICA, HOLDER OF RESERVATIONS, PROVISIONS AND EXCEPTIONS CONTAINED IN THE PATENT RECORDED AUGUST 23, 1924 IN BOOK 9, PAGE 48, OF PATENTS.

SOUTHERN PACIFIC PIPELINES, INC., HOLDER OF AN EASEMENT FOR PIPELINE PURPOSES, PER DOCUMENT RECORDED JUNE 26, 1955 IN BOOK 1772, PAGE 158 OF OFFICIAL RECORDS.

THE COUNTY OF RIVERSIDE, HOLDER OF AN EASEMENT FOR ROAD PURPOSES AND RIGHTS INCIDENTAL THERETO, AS PER DOCUMENT RECORDED JULY 25, 1985 AS INSTR. NO. 163779 OF OFFICIAL RECORDS.

10/74 PARTNERS, A CALIFORNIA GENERAL PARTNERSHIP, HOLDER OF RECIPROCAL EASEMENTS FOR INGRESS & EGRESS, PARKING AND UTILITIES, AS DEFINED IN A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED MAY 8, 1990 AS INSTRUMENT NO. 169843 OF OFFICIAL RECORDS, MODIFIED BY A DOCUMENT RECORDED AUGUST 7, 1991 AS INSTRUMENT NO. 271804 OF OFFICIAL RECORDS, AND BY DOCUMENT RECORDED SEPTEMBER 8, 1995 AS INSTRUMENT NO. 294303 OF OFFICIAL RECORDS.

GTE CALIFORNIA INC., HOLDER OF A NON-EXCLUSIVE EASEMENT FOR ABOVE AND BELOW GROUND FACILITIES FOR TRANSMISSION OF ELECTRIC ENERGY FOR COMMUNICATION AND OTHER PURPOSES, PER GRANT OF EASEMENT RECORDED JULY 17, 1991 AS INSTR. NO. 241619 OF OFFICIAL RECORDS.

THE COACHELLA VALLEY WATER DISTRICT, A PUBLIC AGENCY, HOLDER OF AN EASEMENT FOR UNDERGROUND PIPELINES AND INCIDENTAL PURPOSES, PER DOCUMENT RECORDED FEBRUARY 11, 1993 AS INSTR. NO. 034527 OF OFFICIAL RECORDS.

THE COACHELLA VALLEY WATER DISTRICT, A PUBLIC AGENCY, HOLDER OF AN EASEMENT FOR UNDERGROUND PIPELINES AND INCIDENTAL PURPOSES, PER DOCUMENT RECORDED DECEMBER 12, 2013 AS INSTR. NO. 2013-0577940 OF OFFICIAL RECORDS.

THE CITY OF PALM DESERT, HOLDER OF AN EASEMENT FOR DRAINAGE & PUBLIC UTILITY PURPOSES, PER RESOLUTION OF VACATION OF EXCESS RIGHTS OF WAY RECORDED DECEMBER 8, 2014 AS INSTRUMENT NO. 2014-0470272 O.R., AND AS PER GRANT DEED RECORDED OCTOBER 14, 2015 AS INSTR. NO. 2015-0450536 OF OFFICIAL RECORDS.

THE CITY OF PALM DESERT, HOLDER OF AN EASEMENT FOR DRAINAGE PURPOSES AND RIGHTS INCIDENTAL THERETO, AS PER A GRANT OF EASEMENT RECORDED MARCH 18, 2015 AS INSTR. NO. 2015-0108066 OF OFFICIAL RECORDS.

10/74 PARTNERS, A GENERAL PARTNERSHIP, HOLDER OF AN EASEMENT FOR SANITARY SEWER SYSTEM PURPOSES, PER DOCUMENT RECORDED FEBRUARY 1, 1990 AS INSTR. NO. 042211 OF OFFICIAL RECORDS, OUTCLAIMED PER DOC. NO. 2004-0746491 O.R.

THE CITY OF PALM DESERT, HOLDER OF AN EASEMENT FOR DRAINAGE AND STORM DRAIN PURPOSES, AS DEDICATED TO THE PUBLIC ON PARCEL MAP NO. 24255, P.M.B. 206/94-89.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EXCLUSIVE EASEMENT FOR PUBLIC UTILITIES, PER DOCUMENT RECORDED NOVEMBER 2, 2004 AS INSTR. NO. 2004-0868119 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR OVERHEAD AND UNDERGROUND ELECTRIC LINES, PER DOCUMENT RECORDED JANUARY 29, 1987 AS INSTR. NO. 25862 OF OFFICIAL RECORDS.

THE CITY OF PALM DESERT, HOLDER OF AN EASEMENT FOR DRAINAGE PURPOSES AND RIGHTS INCIDENTAL THERETO, AS RETAINED BY OUTCLAIM DEED RECORDED MARCH 18, 2015 AS INSTR. NO. 2015-0108066 OF OFFICIAL RECORDS.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES, AT THE REQUEST OF FOUNTAINHEAD DEVELOPMENT IN JANUARY OF 2016. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITION WITHIN 1 YEAR OF FILING THIS MAP WITH THE COUNTY RECORDER'S OFFICE; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

Michael Navarro 03/12/2019
MICHAEL NAVARRO, LS 7848
LICENSE EXPIRES 12/31/2020



CITY ENGINEER'S STATEMENT:

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP CONSISTING OF 6 SHEETS HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF PARCEL MAP NO. 37157 AS FILED, AMENDED AND APPROVED BY THE PALM DESERT CITY PLANNING COMMISSION ON NOVEMBER 7, 2017, THE EXPIRATION DATE BEING NOVEMBER 7, 2019.

DATED: _____, 2019

BO CHEN, RCE 64819
CITY ENGINEER

CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATED: _____, 2019

CHRISTOPHER L. ALBERTS, LS 8508
ACTING CITY SURVEYOR

CITY CLERK'S STATEMENT:

I, RACHELLE D. KLASSEN, CITY CLERK OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, HEREBY STATE THAT SAID CITY COUNCIL AT ITS REGULAR MEETING HELD ON THE _____ DAY OF _____, 2019, APPROVED THE WITHIN MAP OF PARCEL MAP NO. 37157; AND ACCEPTED THE DEDICATION OF ABUTTER'S RIGHTS OF ACCESS ALONG DINAH SHORE DRIVE AND MONTEREY AVENUE, AS SHOWN HEREON.

DATED: _____, 2019

RACHELLE D. KLASSEN, CITY CLERK
CITY OF PALM DESERT

CERTIFICATE OF ACCEPTANCE:

I HEREBY CERTIFY THAT UNDER AUTHORITY GRANTED TO ME BY RESOLUTION NO. 2015-23 DATED FEBRUARY 10, 2015, I ACCEPT ON BEHALF OF COACHELLA VALLEY WATER DISTRICT THE DEDICATION OF EASEMENTS FOR DOMESTIC WATER AND SANITATION PURPOSES AS OFFERED HEREON.

DATE _____ J.M. BARRETT, GENERAL MANAGER
COACHELLA VALLEY WATER DISTRICT

TAX COLLECTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOW A LIEN, BUT NOT YET PAYABLE, ESTIMATED TO BE \$ _____

JON CHRISTENSEN DATE _____
COUNTY TAX COLLECTOR DEPUTY

TAX BOND CERTIFICATE:

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE, AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE _____ CASH OR SURETY BOND
JON CHRISTENSEN
COUNTY TAX COLLECTOR

BY: _____ DEPUTY

IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 2 OF 7 SHEETS

PARCEL MAP NO. 37157

BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20 AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 29, BOTH IN TOWNSHIP 4 SOUTH, RANGE 6 EAST, SAN BERNARDINO MERIDIAN, SAID PORTIONS BEING PARCEL 1 OF CERTIFICATE OF COMPLIANCE, WAIVER OF PARCEL MAP NO. 15-147 RECORDED AS INSTRUMENT NO. 2015-0450535 OF OFFICIAL RECORDS OF SAID COUNTY.

GCI JANUARY 2016 MICHAEL NAVARRO, L.S. 7848

NOTARY ACKNOWLEDGEMENT:

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 RIVERSIDE) SS

ON _____, BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, 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 OF NOTARY _____ MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

PRINT NAME _____ MY COMMISSION EXPIRES _____

NOTARY ACKNOWLEDGEMENT:

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 RIVERSIDE) SS

ON _____, BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, 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 OF NOTARY _____ MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

PRINT NAME _____ MY COMMISSION EXPIRES _____

SHEET 3 OF 7 SHEETS

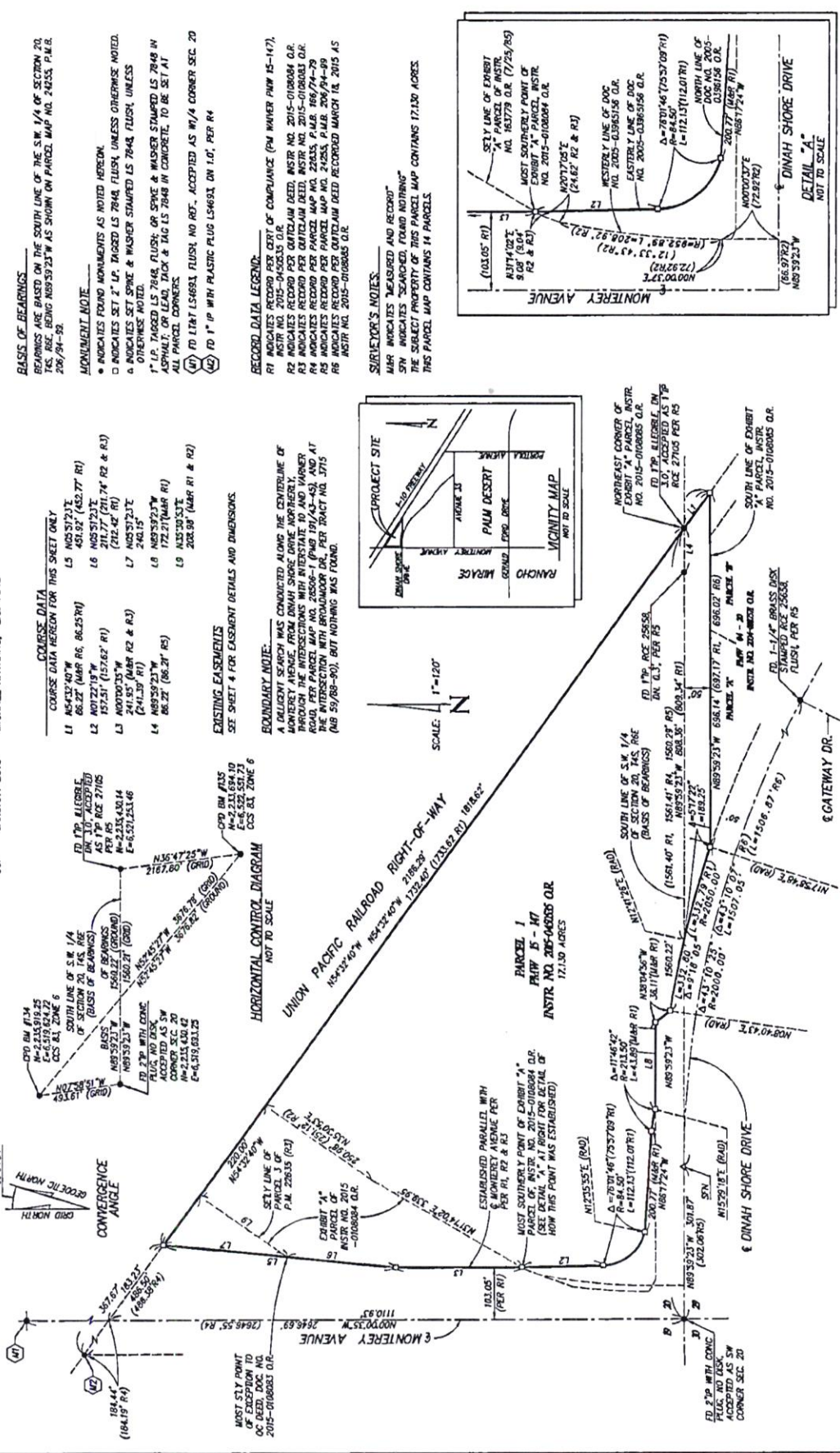
IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PARCEL MAP NO. 37157

BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20 AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 29, BOTH IN TOWNSHIP 4 SOUTH, RANGE 6 EAST, SAN BERNARDINO MERIDIAN, SAID PORTIONS BEING PARCEL 1 OF CERTIFICATE OF COMPLIANCE WATER OF PARCEL MAP NO. 15-147 RECORDED AS INSTRUMENT NO. 2015-045535 OF OFFICIAL RECORDS OF SAID COUNTY.

06 JANUARY 2016 MICHAEL NAVARRO, L.S. 7848

DATUM STATEMENT:
 ALL COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS) ZONE 10N (NAD 83) (GEOID LEOPOLD ADJUSTMENT) AS PER THE CITY OF PALM DESERT GEODETIC CONTROL NETWORK SHEETS. UNLESS OTHERWISE NOTED, ALL DISTANCES ON THIS MAP ARE GEODETIC. TO OBTAIN GRID DISTANCES, MULTIPLY BY 0.99998304, CALCULATED AT GRID BM #14, NAVD83 ELEVATION 234.22. CONVERGENCE ANGLE AT SAID POINT IS -00'04"-34".
 GRID BEARING FOR THE SOUTH LINE OF SECTION 20, T4S, R6E, S8M MATCHES THE REFERENCED BEARING SHOWN AS THE BASIS OF BEARINGS FOR THIS MAP.



BASES OF BEARINGS
 BEARINGS ARE BASED ON THE SOUTH LINE OF THE S.W. 1/4 OF SECTION 20, T4S, R6E, BEING N89°52'23"W AS SHOWN ON PARCEL MAP NO. 24253, P.A.B. 2007/24-98.

MONUMENT NOTE:
 • INDICATES FOUND MONUMENTS AS NOTED HEREON.
 ◻ INDICATES SET 2" LP, TAGGED LS 7848, FLUSH, UNLESS OTHERWISE NOTED.
 ◊ INDICATES SET SPIRE & WASHER STAMPED LS 7848, FLUSH, UNLESS OTHERWISE NOTED.
 * I.P. TAGGED LS 7848, FLUSH, OR SPIRE & WASHER STAMPED LS 7848 IN ASPHALT, OR LEAD TACK & TAG LS 7848 IN CONCRETE, TO BE SET AT ALL PARCEL CORNERS.
 (41) FD 1/4" I.P. WITH PLASTIC PLUG LS4693, ON 1.0', PER R4

RECORD DATA LEGEND:
 R1 INDICATES RECORD PER CERTIFICATE OF COMPLIANCE (PM NUMBER P.M.W. 15-147).
 R2 INDICATES RECORD PER GATEWAY DEED, INSTR. NO. 2015-0106084 O.R.
 R3 INDICATES RECORD PER GATEWAY DEED, INSTR. NO. 2015-0106083 O.R.
 R4 INDICATES RECORD PER PARCEL MAP NO. 24253, P.A.B. 186/74-79
 R5 INDICATES RECORD PER PARCEL MAP NO. 24253, P.A.B. 206/74-99
 R6 INDICATES RECORD PER GATEWAY DEED RECORDED MARCH 18, 2015 AS INSTR. NO. 2015-0106865 O.R.

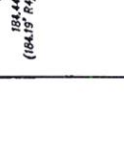
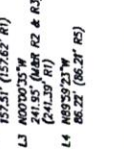
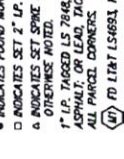
SURVEYOR'S NOTES:
 MAR INDICATES "MEASURED AND RECORDED"
 SYN INDICATES "SEARCHED, FOUND NOTHING"
 THE SUBJECT PROPERTY OF THIS PARCEL MAP CONTAINS 171.30 ACRES.
 THIS PARCEL MAP CONTAINS 14 PARCELS.

BOUNDARY NOTE:
 THIS SURVEY WAS CONDUCTED ALONG THE CENTERLINE OF MONTEREY AVENUE FROM DINAH SHORE DRIVE, WESTERLY THROUGH THE INTERSECTIONS WITH INTERSTATE 10 AND WARNER ROAD, PER PARCEL MAP NO. 20206-1 (P.M. 191/43-45), AND AT THE INTERSECTION WITH BROADMOOR DR., PER TRACT NO. 3715 (A.B. 59/88-90), BUT NOTHING WAS FOUND.

EXISTING EASEMENTS
 SEE SHEET 4 FOR EASEMENT DETAILS AND DIMENSIONS.

COURSE DATA
 COURSE DATA HEREOF FOR THIS SHEET ONLY

L1	N54°13'40"W	L5	N02°51'21"E
L2	66.22' (MAR R6, 86.25' R1)	L6	N02°51'21"E
L3	N07°22'19"W	L7	211.77' (211.74' R2 & R3)
L4	157.51' (157.62' R1)	L8	N02°51'21"E
L5	N07°00'35"W	L9	241.95' (MAR R2 & R3)
L6	241.39' (R1)	L10	246.15'
L7	N89°52'23"W	L11	N89°52'23"W
L8	86.22' (86.21' R5)	L12	N89°52'23"W
L9	N02°51'21"E	L13	202.98' (MAR R1 & R2)
L10	N02°51'21"E		



SHEET 4 OF 7 SHEETS

IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PARCEL MAP NO. 37157

BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20 AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 23, BOTH IN TOWNSHIP 4 SOUTH, RANGE 6 EAST, SAN BERNARDINO MERIDIAN, SAID PORTIONS BEING PARCEL 1 OF CERTIFICATE OF COMPLIANCE WAIVER OF PARCEL MAP NO. 15-147 RECORDED AS INSTRUMENT NO. 2015-0450535 OF OFFICIAL RECORDS OF SAID COUNTY.

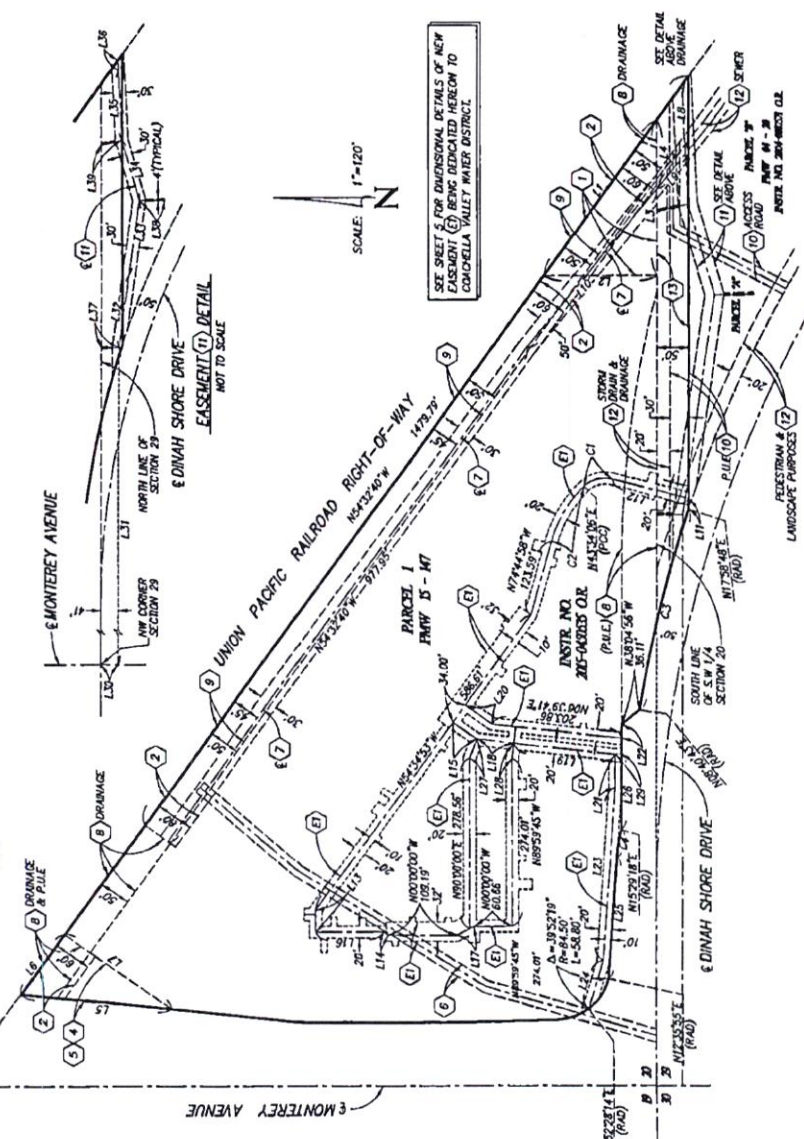
GCJ JANUARY 2016 MICHAEL NAVARRO, L.S. 7848

EASEMENT DETAILS

CURVE DATA

- C1 Δ=41°40'58" C3 Δ=97°02'00" R=710.00' L=113.80'
 - C2 Δ=87°01'34" C4 Δ=111°41'42" R=710.00' L=113.80'
 - C5 Δ=103°17'39" C6 Δ=111°41'42" R=710.00' L=113.80'
- CRUISE DATA
FOR THIS SHEET ONLY

COURSE DATA HEREON FOR THIS SHEET ONLY		COURSE DATA	
L1	N54°32'40"W	L19	N08°39'41"E
L2	N01°17'17"W	L20	N35°25'37"E
L3	N89°59'23"W	L21	N89°59'23"W
L4	N89°59'23"W	L22	N89°59'23"W
L5	N89°59'23"W	L23	N89°59'23"W
L6	N54°32'40"W	L24	N72°30'22"W
L7	N01°17'17"W	L25	N08°39'41"E
L8	N89°59'23"W	L26	N08°39'41"E
L9	N89°59'23"W	L27	N08°39'41"E
L10	N89°59'23"W	L28	N08°39'41"E
L11	N89°59'23"W	L29	N08°39'41"E
L12	N89°59'23"W	L30	N08°39'41"E
L13	N89°59'23"W	L31	N08°39'41"E
L14	N89°59'23"W	L32	N08°39'41"E
L15	N89°59'23"W	L33	N08°39'41"E
L16	N89°59'23"W	L34	N08°39'41"E
L17	N89°59'23"W	L35	N08°39'41"E
L18	N89°59'23"W	L36	N08°39'41"E
L19	N89°59'23"W	L37	N08°39'41"E
L20	N89°59'23"W	L38	N08°39'41"E
L21	N89°59'23"W	L39	N08°39'41"E
L22	N89°59'23"W	L40	N08°39'41"E
L23	N89°59'23"W	L41	N08°39'41"E
L24	N89°59'23"W	L42	N08°39'41"E
L25	N89°59'23"W	L43	N08°39'41"E
L26	N89°59'23"W	L44	N08°39'41"E
L27	N89°59'23"W	L45	N08°39'41"E
L28	N89°59'23"W	L46	N08°39'41"E
L29	N89°59'23"W	L47	N08°39'41"E
L30	N89°59'23"W	L48	N08°39'41"E
L31	N89°59'23"W	L49	N08°39'41"E
L32	N89°59'23"W	L50	N08°39'41"E
L33	N89°59'23"W	L51	N08°39'41"E
L34	N89°59'23"W	L52	N08°39'41"E
L35	N89°59'23"W	L53	N08°39'41"E
L36	N89°59'23"W	L54	N08°39'41"E
L37	N89°59'23"W	L55	N08°39'41"E
L38	N89°59'23"W	L56	N08°39'41"E
L39	N89°59'23"W	L57	N08°39'41"E
L40	N89°59'23"W	L58	N08°39'41"E
L41	N89°59'23"W	L59	N08°39'41"E
L42	N89°59'23"W	L60	N08°39'41"E
L43	N89°59'23"W	L61	N08°39'41"E
L44	N89°59'23"W	L62	N08°39'41"E
L45	N89°59'23"W	L63	N08°39'41"E
L46	N89°59'23"W	L64	N08°39'41"E
L47	N89°59'23"W	L65	N08°39'41"E
L48	N89°59'23"W	L66	N08°39'41"E
L49	N89°59'23"W	L67	N08°39'41"E
L50	N89°59'23"W	L68	N08°39'41"E
L51	N89°59'23"W	L69	N08°39'41"E
L52	N89°59'23"W	L70	N08°39'41"E
L53	N89°59'23"W	L71	N08°39'41"E
L54	N89°59'23"W	L72	N08°39'41"E
L55	N89°59'23"W	L73	N08°39'41"E
L56	N89°59'23"W	L74	N08°39'41"E
L57	N89°59'23"W	L75	N08°39'41"E
L58	N89°59'23"W	L76	N08°39'41"E
L59	N89°59'23"W	L77	N08°39'41"E
L60	N89°59'23"W	L78	N08°39'41"E
L61	N89°59'23"W	L79	N08°39'41"E
L62	N89°59'23"W	L80	N08°39'41"E
L63	N89°59'23"W	L81	N08°39'41"E
L64	N89°59'23"W	L82	N08°39'41"E
L65	N89°59'23"W	L83	N08°39'41"E
L66	N89°59'23"W	L84	N08°39'41"E
L67	N89°59'23"W	L85	N08°39'41"E
L68	N89°59'23"W	L86	N08°39'41"E
L69	N89°59'23"W	L87	N08°39'41"E
L70	N89°59'23"W	L88	N08°39'41"E
L71	N89°59'23"W	L89	N08°39'41"E
L72	N89°59'23"W	L90	N08°39'41"E
L73	N89°59'23"W	L91	N08°39'41"E
L74	N89°59'23"W	L92	N08°39'41"E
L75	N89°59'23"W	L93	N08°39'41"E
L76	N89°59'23"W	L94	N08°39'41"E
L77	N89°59'23"W	L95	N08°39'41"E
L78	N89°59'23"W	L96	N08°39'41"E
L79	N89°59'23"W	L97	N08°39'41"E
L80	N89°59'23"W	L98	N08°39'41"E
L81	N89°59'23"W	L99	N08°39'41"E
L82	N89°59'23"W	L100	N08°39'41"E



EXISTING EASEMENT LEGEND

- 1 RESERVATIONS, EXCEPTIONS AND PROVISIONS CONTAINED IN THE PATENT FROM THE UNITED STATES OF AMERICA AND PROVISIONS CONTAINED IN THE PATENT FROM THE UNITED STATES OF AMERICA, BOOK 8, PAGE 48, OF PATENTS, (PORTION OF LAND ATTACHED SHOWN HEREON, EXACT LOCATION OF RESERVATIONS NOT SPECIFIED BY RECORD)
- 2 EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON, INC., FOR PUBLIC PURPOSES, PER DOCUMENT NO. 2004-0046517 OF OFFICIAL RECORDS, (GENERAL AREA OF SUBJECT PROPERTY AFFECTED NOTED HEREON)
- 3 AN EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE FOR ROAD PURPOSES AND RIGHTS INCIDENTAL THEREON, AS PER DOCUMENT RECORDED JULY 25, 1955 AS INSTR. NO. 163779 OF OFFICIAL RECORDS, THOSE PORTIONS OF EASEMENT WITHIN SUBJECT PROPERTY WERE VACATED BY A RESOLUTION VACATING EXCESS RIGHTS-OF-WAY RECORDED DECEMBER 9, 2014 AS INSTR. NO. 2014-070277 OF OFFICIAL RECORDS, REMAINING PORTIONS OF EASEMENT ARE WITHIN CURRENT PUBLIC ROAD RIGHTS OF WAY AND ARE NOT SHOWN HEREON. SEE ITEM 8 BELOW FOR EASEMENTS RETAINED.
- 4 RECROPPAL EASEMENTS FOR WOODS & FORESTS, PASTURES AND UTILITIES, AS DEFINED IN A DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS RECORDED MAY 8, 1980 AS INSTR. NO. 1980-03 OF OFFICIAL RECORDS, MODIFIED BY DOCUMENT RECORDED AUGUST 7, 1991 AS INSTR. NO. 279604 OF OFFICIAL RECORDS, AND BY DOCUMENT RECORDED SEPTEMBER 6, 1995 AS INSTR. NO. 279604 OF OFFICIAL RECORDS, (GENERAL AREA OF SUBJECT PROPERTY AFFECTED NOTED HEREON)
- 5 A NON-EXCLUSIVE EASEMENT IN FAVOR OF GTE CALIFORNIA INC. FOR ABOVE AND BELOW GROUND FACILITIES FOR TRANSMISSION OF ELECTRIC ENERGY FOR COMMUNICATION AND OTHER PURPOSES, PER DOCUMENT RECORDED FEBRUARY 11, 1993 AS INSTR. NO. 054527 OF OFFICIAL RECORDS, (GENERAL AREA AFFECTED IS NOTED)
- 6 AN EASEMENT IN FAVOR OF THE COACHELLA VALLEY WATER DISTRICT FOR UNDERGROUND PIPELINES AND INCIDENTAL PURPOSES, PER DOCUMENT RECORDED DECEMBER 12, 2010 AS INSTR. NO. 2010-057790 OF OFFICIAL RECORDS
- 7 AN EASEMENT IN FAVOR OF THE COACHELLA VALLEY WATER DISTRICT FOR UNDERGROUND PIPELINES AND INCIDENTAL PURPOSES, PER DOCUMENT RECORDED DECEMBER 12, 2010 AS INSTR. NO. 2010-057790 OF OFFICIAL RECORDS
- 8 EASEMENTS IN FAVOR OF THE CITY OF PALM DESERT FOR DRAINAGE & PUBLIC UTILITY PURPOSES, RETAINED IN A RESOLUTION OF VACATION OF EXCESS RIGHTS OF WAY RECORDED DECEMBER 9, 2014 AS INSTR. NO. 2014-070277 OF OFFICIAL RECORDS, AND PER GRANT DEED RECORDED OCTOBER 14, 2005 AS INSTR. NO. 2005-008038 OF OFFICIAL RECORDS
- 9 AN EASEMENT IN FAVOR OF THE CITY OF PALM DESERT FOR DRAINAGE PURPOSES AND RIGHTS INCIDENTAL THEREON, AS PER A GRANT OF EASEMENT RECORDED MARCH 18, 2015 AS INSTR. NO. 2015-008086 OF OFFICIAL RECORDS
- 10 A PERMANENT AND EXCLUSIVE EASEMENT FOR PUBLIC UTILITIES AND FOR ACCESS ROAD PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON, PER DOCUMENT RECORDED NOVEMBER 2, 2004 AS INSTR. NO. 2004-008519 OF OFFICIAL RECORDS
- 11 AN EASEMENT FOR PUBLIC UTILITIES IN FAVOR OF SOUTHERN CALIFORNIA EDISON, PER DOCUMENT RECORDED JANUARY 29, 1987 AS INSTR. NO. 25862 OF OFFICIAL RECORDS
- 12 A 20'-FOOT WIDE EASEMENT DEDICATED TO THE PUBLIC FOR PEDESTRIAN, LANDSCAPE, DRAINAGE AND STORM DRAIN PURPOSES, AND A 30'-FOOT WIDE EASEMENT DEDICATED TO COACHELLA VALLEY WATER DISTRICT FOR PUBLIC PURPOSES, BOTH AS DEDICATED ON PARCEL MAP NO. 15-147, PARCELS 15-M7 & 15-M8
- 13 AN EASEMENT IN FAVOR OF THE CITY OF PALM DESERT FOR DRAINAGE CHANNEL MAINTENANCE ACCESS PURPOSES, AS RETAINED IN A DECLARATION DEED RECORDED MARCH 18, 2015 AS INSTR. NO. 2015-008086 OF OFFICIAL RECORDS
- 14 20' WIDE EASEMENT IN FAVOR OF 10774 PARTNERS FOR SANITARY SEWER SYSTEM PURPOSES, PER DOCUMENT RECORDED FEBRUARY 1, 1990 AS INSTR. NO. 042221 OF OFFICIAL RECORDS, THE ABOVE EASEMENT WAS OBTAINED BY A DEED RECORDED SEPTEMBER 20, 2004 AS INSTR. NO. 2004-0704517 OF OFFICIAL RECORDS, EASEMENT NOT SHOWN HEREON

NEW EASEMENT LEGEND

- E1 A VARIABLE WIDTH EASEMENT FOR DOMESTIC WATER AND SANITATION PURPOSES, DEDICATED HEREON TO COACHELLA VALLEY WATER DISTRICT.
- E2 A BLANKET RECROPPAL ACCESS EASEMENT BETWEEN ALL PARCELS RETAINED HEREON.
- E3 A BLANKET RECROPPAL DRAINAGE EASEMENT BETWEEN ALL PARCELS RETAINED HEREON.

SHEET 5 OF 7 SHEETS

IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

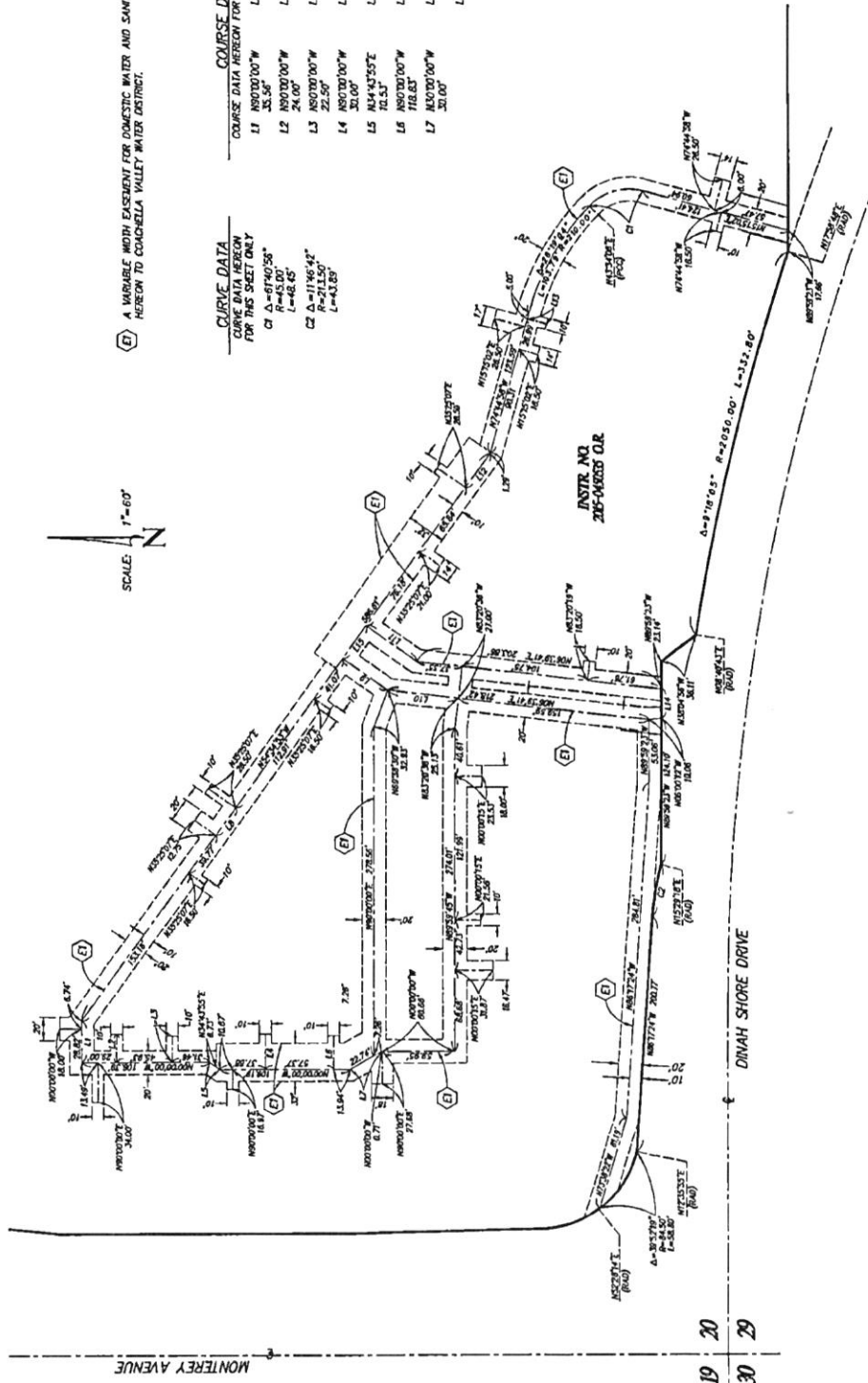
PARCEL MAP NO. 37157

BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20 AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 29, BOTH IN TOWNSHIP 4 SOUTH, RANGE 6 EAST, SAN BERNARDINO MERIDIAN, SAID PORTIONS BEING PARCEL 1 OF CERTIFICATE OF COMPLIANCE WAIVER OF PARCEL MAP NO. 15-147 RECORDED AS INSTRUMENT NO. 2015-0450535 OF OFFICIAL RECORDS OF SAID COUNTY.

GCI JANUARY 2016 MICHAEL NAVARRO, L.S. 7848

EASEMENT DETAILS FOR (E)

(E) A VARIABLE WIDTH EASEMENT FOR DOMESTIC WATER AND SANITATION PURPOSES, DEDICATED HEREIN TO COACHELLA VALLEY WATER DISTRICT.

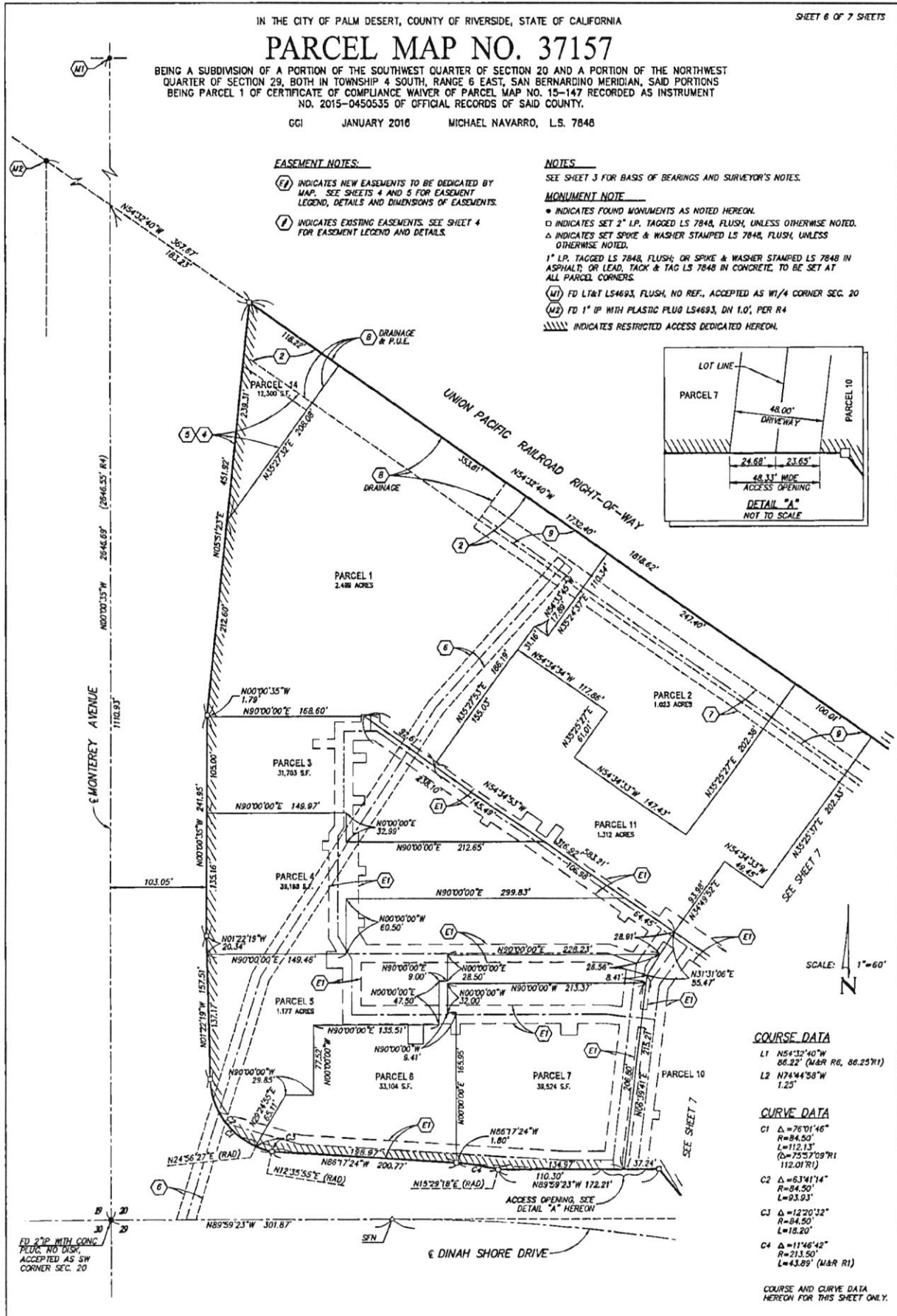


COURSE DATA
CURVE DATA HEREON FOR THIS SHEET ONLY

L1	N80°00'00"W	33.56'
L2	N90°00'00"W	24.00'
L3	N80°00'00"W	22.50'
L4	N80°00'00"W	30.00'
L5	N44°43'55"E	10.53'
L6	N80°00'00"W	118.83'
L7	N30°00'00"W	30.00'
L8	N64°34'53"W	28.67'
L9	N52°25'17"E	46.23'
L10	N68°39'41"E	58.83'
L11	N52°25'17"E	52.12'
L12	N64°34'53"W	33.01'
L13	N15°25'02"E	16.50'
L14	N89°59'23"W	24.96'
L15	N64°34'53"W	34.00'

CURVE DATA
CURVE DATA HEREON FOR THIS SHEET ONLY

C1	Δ=67°40'58"	R=43.00'	L=48.45'
C2	Δ=11°46'42"	R=211.50'	L=43.05'



SHEET 7 OF 7 SHEETS

IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PARCEL MAP NO. 37157

BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20 AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 28, BOTH IN TOWNSHIP 4 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, SAID PORTIONS BEING PARCEL 1 OF CERTIFICATE OF COMPLIANCE, WAIVER OF PARCEL MAP NO. 15-147 RECORDED AS INSTRUMENT NO. 2015-0450535 OF OFFICIAL RECORDS OF SAID COUNTY.

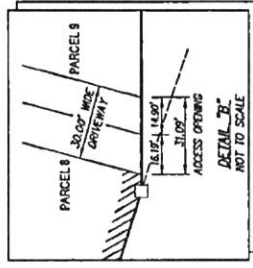
GG JANUARY 2016 MICHAEL NAVARRO, L.S. 7648

EASEMENT NOTES

- (E) INDICATES NEW EASEMENTS TO BE INDICATED BY THIS MAP. SEE SHEET 4 AND 5 FOR EASEMENT LEGEND, DETAILS AND DIMENSIONS OF EASEMENTS.
- (E) INDICATES EXISTING EASEMENTS. SEE SHEET 4 FOR EXISTING EASEMENT LEGEND AND DETAILS.

NOTES

- SEE SHEET 3 FOR BASIS OF BEARINGS AND SURVEYOR'S NOTES.
- MONUMENT NOTE**
- INDICATES FOUND MONUMENTS AS NOTED HEREON.
- INDICATES SET 2" I.P. RAGED L.S. 7644, FLUSH, UNLESS OTHERWISE NOTED.
- 1" I.P. RAGED L.S. 7644, FLUSH, OR SPIKE & WASHER STAMPED L.S. 7648 IN ASPHALT, OR LEAD, IRON & TAG L.S. 7648 IN CONCRETE, TO BE SET AT ALL PARCEL CORNERS.
- (M) FD LTR# L54693, FLUSH, NO RET., ACCEPTED AS 1/4" CORNER SEC. 20
- (M) FD 1" P WITH PLASTIC FLAG L54693, DN 1.0', PER R4
- INDICATES RESTRICTED ACCESS DEDICATED HEREON.



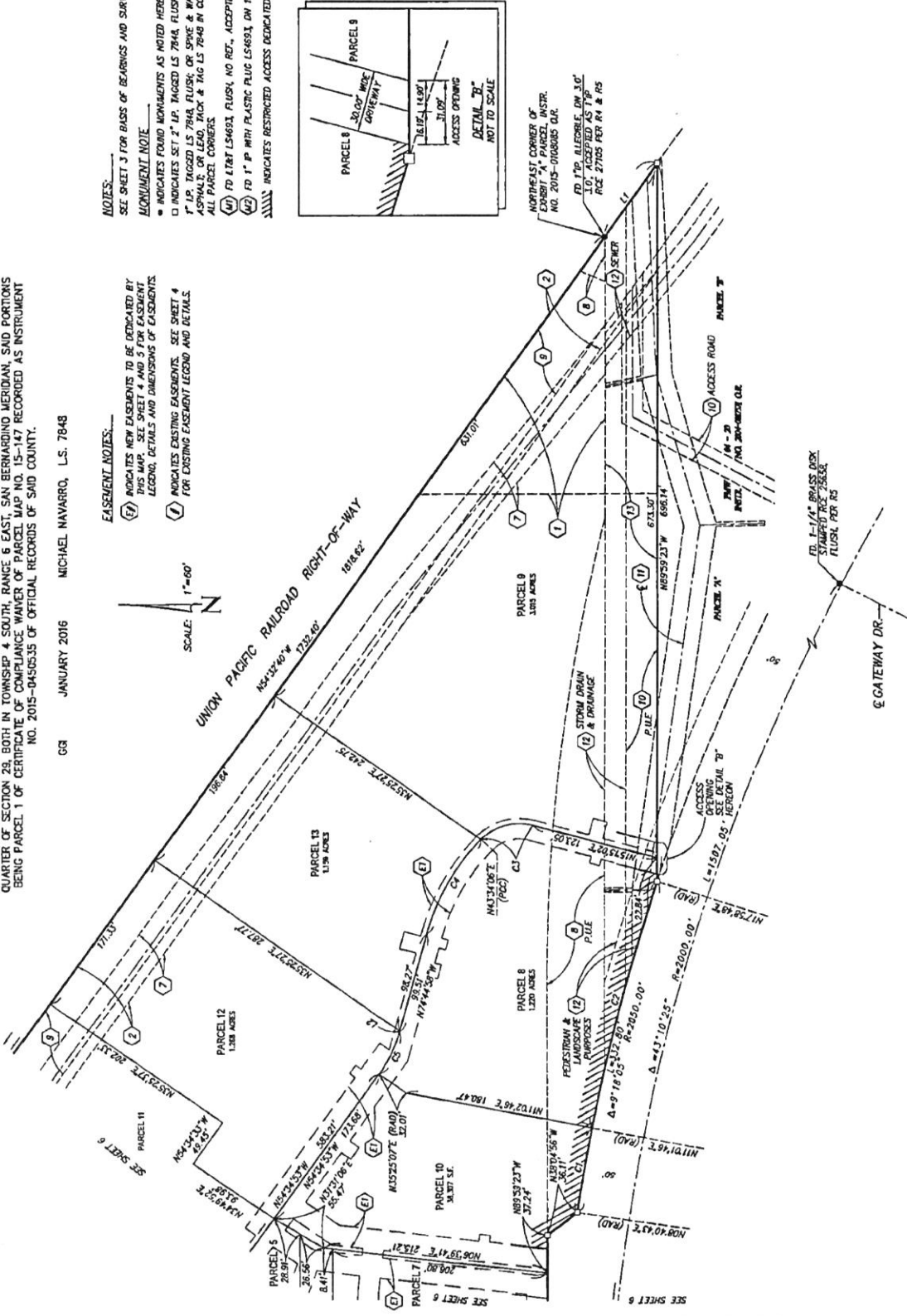
COURSE DATA

L1	N54°52'40"W	88.277
L2	N74°44'58"W	1.24

CURVE DATA

C1	Δ = 277.03°	R = 2050.00'	L = 84.17'
C2	Δ = 67.90°	R = 2050.00'	L = 466.69'
C3	Δ = 67.90°	R = 2050.00'	L = 466.69'
C4	Δ = 287.90°	R = 106.26'	L = 106.26'
C5	Δ = 89.00°	R = 130.47'	L = 45.91'

CURVE AND COURSE DATA HEREON FOR THIS SHEET ONLY.



Schedule 1

Property

(i) All right, title and interest of the Trustor in, to, under or derived from all buildings, structures, facilities and other improvements of every kind and description now or hereafter located on the Real Property, including all parking areas, roads, driveways, walks, fences, walls, drainage facilities and other site improvements, all water, sanitary and storm sewer, drainage, electricity, steam, gas, telephone and other utility equipment, fixtures and facilities, all plumbing, lighting, heating, ventilating, air-conditioning, refrigerating, incinerating, compacting, fire, protection and sprinkler, surveillance and security, public address and communications equipment, fixtures and systems, all awnings, floor coverings, partitions, elevators, escalators, motors, machinery, pipes, fittings and other items of equipment and personal property of every kind and description now or hereafter located on the Real Property, as defined herein, or attached to the improvements which by the nature of their location thereon or attachment thereto are real property under applicable law; and including all materials intended for the construction, reconstruction, repair, replacement, alteration, addition or improvement of or to such buildings, structures, facilities and improvements, or of or to any Equipment as defined below therein all of which materials shall be deemed to be part of the Real Property immediately upon delivery thereof on the Real Property and to be part of the improvements immediately upon their incorporation therein (the foregoing being collectively the "Improvements"; and the Real Property with the Improvements thereon and Equipment as defined below therein and appurtenant rights thereto being collectively called the "Land");

(ii) All estate, right, title and interest of Trustor in, to, under or derived from all machinery, equipment, appliances, fixtures and accessions thereof and renewals and replacements thereof and substitutions therefor (including, but not limited to, chairs, tables, counters, furniture, cookware, drink dispensers, ice makers, electronic equipment, computers, security systems, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, cooling and air conditioning systems, grills, stoves, ranges, fryers, refrigerators, tools, machinery, engines, motors, boilers, incinerators, conduits, vacuum cleaning systems, electrical signs, conveyors, cabinets, lockers, shelving, spotlighting equipment, dishwashers, garbage disposals, washers and dryers, recreational items, windows, structural cleaning rigs, or advertising signs), other customary franchise equipment and other tangible property of every kind and nature whatsoever owned by the Trustor, or in which the Trustor has or shall have an interest, now or hereafter located upon the Real Property, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Real Property or the Improvements (hereinafter collectively called the "Equipment");

(iii) All estate, right, title and interest of the Trustor in, to, under or derived from all tenements, hereditaments and appurtenances now or hereafter relating to the Real Property; the streets, roads, sidewalks and alleys abutting the Real Property; all air space and rights to use air space above the Real Property; all development, operating or similar rights appurtenant to the Real Property (including, without limitation, all rights arising from reciprocal access agreements, joint occupancy, use or development agreements, parking agreements, and any tenancy in common agreements); all water and water rights appurtenant or relating to the Real Property; all rights of ingress and egress now or hereafter appertaining to the Real Property;

Schedule 1

12543376.2

and all easements, licenses and rights of way now or hereafter appertaining to the Real Property;

(iv) All estate, right, title and interest of the Trustor in, to, under or derived from all contract rights, chattel paper, instruments, general intangibles, computer hardware, software and intellectual property, accounts, guaranties and warranties, letters of credit, and documents, in each case relating to the Land or to the present or future operation or occupancy of the Land, and all plans, designs, blueprints, specifications, maps, surveys, studies, books of account, records, files, insurance policies, guarantees and warranties, all relating to the Land or to the present or future operation or occupancy of the Land, all architectural, engineering, construction and management contracts, all supply and service contracts for water, sanitary and storm sewer, drainage, electricity, steam, gas, telephone and other utilities relating to the Land, and all deposits or other security or advance payments made by or on behalf of Trustor under any of the foregoing agreements or contracts and all other agreements affecting or relating to the use, enjoyment or occupancy of the Land;

(v) All estate, right, title and interest of the Trustor in, to, under and derived from all leases of or relating to the Land (together with all amendments, supplements, consolidations, replacements, restatements, extensions, renewals and other modifications of any thereof), if any, now or hereafter in effect, whether or not of record (the "Leases") including, but not limited to, cash and securities deposited thereunder, advance rentals, deposits or payments or a similar nature and the right to receive and collect the rents, income, proceeds, issues and profits payable thereunder; and the right to bring actions and proceedings under the Leases or for the enforcement thereof and to do anything which the Trustor or any lessor is or may become entitled to do under the Leases;

(vi) All estate, right, title and interest of the Trustor in, to, under or derived from all rents, royalties, issues, profits, receipts, revenue, income, earnings and other benefits now or hereafter accruing with respect to all or any portion of the Real Property, including all rents and other sums now or hereafter payable pursuant to the Leases all other sums now or hereafter payable with respect to the use, occupancy, management, operation or control of the Land and all other claims, rights and remedies now or hereafter belonging or accruing with respect to the Real Property, including oil, gas and mineral royalties (collectively, "Rents"), all of which the Trustor hereby irrevocably directs to be paid to the Beneficiary, subject to the license granted to the Trustor pursuant to Section (B)(5) of this Deed of Trust, to be held, applied and disbursed, as provided in this Deed of Trust;

(vii) All estate, right, title and interest of the Trustor in, to, under or derived from all licenses, authorizations, certificates, variances, consents, approvals and extensions, improvements, betterment, renewals, substitutions and replacements of, and additions and appurtenances to, any of the Land hereafter acquired by or released to the Trustor or constructed or located on, or attached to, the Real Property;

(viii) All estate, right, title and interest of the Trustor in, to, under or derived from all claims and proceeds of any sale, transfer, taking by condemnation (or any proceeding or purchase in lieu thereof, financing, refinancing or a conversion into cash or liquidated claims, whether voluntary or involuntary, of any of the Land and all judgments, damages, awards, settlements and compensation (including interest thereon) heretofore or hereafter made to the present and all subsequent owners of any of the Land for any injury to or decrease in the value thereof for any reason, and all claims therefor (including but not limited to all claims arising from any defect

Schedule 1

12543376.2

in or with respect to the design or construction of all or any part of the Improvements and damage resulting therefrom), including all insurance claims and proceeds and awards and title insurance proceeds under any title insurance policy now or hereafter held by the Trustor, and all rights, dividends and other claims and awards of any kind whatsoever (including damage, condemnation secured, unsecured, priority and bankruptcy claims and awards) now or hereafter relating to the Land, all of which the Trustor hereby irrevocably directs be paid to the Beneficiary to the extent provided hereunder, to be held, applied and disbursed as provided in the Note (as below defined);

(ix) All estate, right, title and interest of the Trustor in, to, under or derived from all inventory held or maintained at the Land, or otherwise used in the ownership or operation of the Land (including, without limitation, all food and paper inventory together with all additions and accessions thereto, replacements therefor, products thereof and documents therefor) (collectively, the "Inventory");

(x) to the extent not otherwise included herein, and to the extent related to the Land, all estate, right, title and interest of Trustor in all accounts (including health-care insurance receivables), chattel paper (whether tangible or electronic), commercial tort claims, contracts, deposit accounts, documents, general intangibles (including payment intangibles and software), goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), letter of credit rights (whether or not the letter of credit is evidenced by a writing), securities and all other investment properties, supporting obligations and any and all proceeds of any thereof, wherever located, whether now owned and hereafter acquired, as such terms are defined in the Uniform Commercial Code, as it may be in effect, of the State in which the Land is located; and

(xi) All estate, right, title and interest of the Trustor in, to, under or derived from all products and proceeds of any and all of the above items (i) through (x).

Schedule 1

12543376.2

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

HOLLY P. LOPEZ, ESQ.
BRYAN CAVE LEIGHTON PAISNER LLP
3161 MICHELSON DRIVE, SUITE 1500
IRVINE, CALIFORNIA 92612

**This document was electronically submitted
to the County of Riverside for recording**
Received by: TERESA #134

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**AMENDMENT TO DEED OF TRUST, LOAN DOCUMENTS AND ASSIGNMENT AND
ASSUMPTION AGREEMENT**

This AMENDMENT TO DEED OF TRUST, LOAN DOCUMENTS AND ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") dated as of [December] [28], 2020, is entered into by and among MONTEREY CROSSING LP, a California limited partnership ("Initial Borrower") and MONTEREY 2.0 LLC, a California limited liability company ("Assignee"), and COUNTY OF RIVERSIDE, a political subdivision of the State of California (together with its successors hereunder, "Lender"), with reference to the following facts:

RECITALS

A. Lender made a loan to Initial Borrower in the original principal amount of Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000.00) ("Loan") evidenced by that certain Purchase Money Note dated as of March 15, 2019, given by Initial Borrower to Lender (as the same has been and may be modified from time to time, "Note").

B. The Note is secured by, among other things, that certain Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing (as the same may be modified from time to time, "Deed of Trust") dated as of March 15, 2019, and recorded on March 15, 2019 as Instrument No. 2019-0087122 in the Official Records of Riverside County, California ("Recorder's Office"). The Deed of Trust encumbers as a first lien that certain real property ("Property") described in Exhibit "A" attached to said Deed of Trust.

C. In connection with the Loan, CRAIG SMITH ("Guarantor") executed that certain Guaranty Agreement dated as of March 15, 2019, for the benefit of Lender ("Guaranty").

D. The Note, the Deed of Trust, the Guaranty, any UCC-1 financing statement filed by Lender in connection with the Loan, together with any and all documents evidencing and relating to the modifications to the Loan set forth in this Agreement, collectively shall be referred to as the "Loan Documents."

E. Assignee desires to become the owner of the Property. Initial Borrower desires to transfer the Property to Assignee and, in its capacity as the borrower under the Note, Initial Borrower desires to assign, and Assignee desires to accept, all of Initial Borrower's right, title, claims, duties, obligations and interest in and under the Note, Deed of Trust and the other Loan

Documents ("**Assignment**"), such that after giving effect to this Agreement, Assignee shall become the primary obligor under the Note and the Loan Documents.

F. Lender is willing to consent to the transfer of the Property and Assignment of duties and obligations under the Loan Documents to Assignee as set forth herein. The date on which Lender releases this Agreement for recordation in the Recorder's Office and all of the conditions set forth herein have been satisfied shall be referred to as the "**Assignment Closing Date**."

TERMS AND CONDITIONS

In consideration of the premises and the approval by Lender of the transfer of the Property to Assignee and the assumption of the Loan by Assignee, the parties do hereby agree as follows:

1. **Recitals**. The preamble, recitals and any exhibits hereto are hereby incorporated into this Agreement.

2. **Consent to Transfer**. Lender hereby consents to the Assignment and transfer of the Property from Initial Borrower to Assignee.

3. **Grant of Security Interest**. Assignee hereby irrevocably grants, transfers and assigns to "**Trustee**" (as defined in the Deed of Trust), in trust with power of sale, all of the Property described in the Deed of Trust to have and hold for the same uses and purposes, and subject to each and every one of the conditions, stipulations and provisions as set forth in the Deed of Trust and the Loan Documents.

4. **Assignment and Assumption of Obligations**.

4.1 By its execution hereof, Assignee acknowledges and agrees to be bound by all terms, conditions, and covenants set forth in the Note, the Deed of Trust and the other Loan Documents, all as executed by Initial Borrower in connection with the Loan for the Property. Assignee shall be liable for all obligations under the Loan Documents, even though Assignee may not have been or may not be required to execute some or all of the Loan Documents.

4.2 In specific, and not by way of limitation, Assignee hereby assumes and (a) promises to pay the Note and all extensions and renewals thereof in accordance with the terms thereof, (b) promises to pay all taxes, insurance premiums and all other sums that may become due and payable under the provisions of the Deed of Trust and the other Loan Documents, (c) promises to perform all of the covenants, conditions and requirements of each and all of the Loan Documents, to the extent applicable to Assignee, and (d) agrees to comply with each and all of the terms of the Note, the Deed of Trust and all of the other Loan Documents.

4.3 From and after the Assignment Closing Date, Assignee shall be considered the sole obligor under the Note, the Deed of Trust and the other Loan Documents, the same as if said documents had been originally executed by Assignee instead of Initial Borrower. Any references in the Loan Documents to "**Borrower**" or "**Trustor**" (as each said term is defined in the Loan Documents) shall be revised to refer to Assignee.

5. **Reaffirmation of Guaranty Agreement**. By execution of the attached consent, Guarantor expressly reaffirms, without condition or qualification, all the obligations and liabilities of Guarantor under the Guaranty.

6. **UCC-1 Financing Statement.** Concurrently with the execution of this Agreement, Assignee, as debtor, authorizes the filing of a UCC-1 financing statement ("New UCC-1"), in favor of Lender, as secured party, perfecting Lender's security interest in the personal property portion of the Property now owned or hereafter acquired by Assignee, in form and substance satisfactory to Lender, to be filed in the Office of the Secretary of State of any and all jurisdictions as Lender shall desire to perfect Lender's security interest or reflect such interest in appropriate public records.

7. **Amendment to Deed of Trust and the Other Loan Documents.** The Deed of Trust and all of the other Loan Documents shall be amended to refer to and to secure the obligations under the Note and the other Loan Documents, as amended herein.

8. **Conditions Precedent.** In no event shall Lender have any obligation to close this transaction unless and until all of the following conditions are satisfied:

8.1 **No Defaults.** As of the Assignment Closing Date, there shall be no: (a) uncured Event of Default under the Loan or under any of the other Loan Documents, (b) continuing representation, covenant or warranty hereunder or under the other Loan Documents that is false or misleading in any manner, and (c) event currently existing which, with the passage of time or the giving of notice or both, will result in an Event of Default or the falsity of any continuing representation, covenant or warranty hereunder or under the other Loan Documents.

8.2 **Title Endorsement.** At Assignee's sole cost and expense, a modified CLTA Form Endorsement 111.4 (or any substantially equivalent endorsement(s) approved by Lender) shall be issued to Lender's current title policy in connection the Loan, with such endorsements showing no additional exceptions to said title policy except the encumbrances which were previously approved and permitted in the Loan Documents and listed in Schedule I attached hereto.

8.3 **Payment of Lender's Costs.** Assignee shall pay all of Lender's costs and expenses incurred in connection with the documentation and closing of the modifications to the Loan Documents described herein, including without limitation all attorneys' fees, title costs, recording charges and other closing fees and costs.

8.4 **Additional Documents.** Lender shall have received all additional documents as reasonably required by Lender in connection with this Agreement.

9. **Release of Liability.**

9.1 The assumption by Assignee of Initial Borrower's obligations under the Loan Documents shall constitute a release of liability of Initial Borrower under the Note, the Deed of Trust and the other Loan Documents.

9.2 Notwithstanding any provision in this Agreement to the contrary, nothing in this Agreement shall release any liability for any misrepresentation, breach of warranty, gross negligence or intentional misconduct of Initial Borrower in connection with this Agreement, the Note, the Deed of Trust and/or any of the other Loan Documents, which liability shall continue from and after the Assignment Closing Date.

10. **Representations and Warranties.** Each of Initial Borrower and Assignee, as applicable, hereby represents and warrants to Lender that, to its actual knowledge, as of the Assignment Closing Date, as follows:

10.1 **No Default.** No Event of Default under any of the Loan Documents has occurred that remains uncured, and no event has occurred which, with the giving of notice or the passage of time, or both, would constitute an Event of Default under any of the Loan Documents.

10.2 **Representations and Warranties.** All of the warranties and representations contained in all of the Loan Documents (a) are true, correct, complete and accurate as to Assignee, and (b) have, at all relevant times, been true, correct, complete and accurate as to Initial Borrower.

10.3 **No New Liens.** Neither Initial Borrower nor Assignee has granted any liens upon the Property or security interests in the collateral described in the Loan Documents, except for the liens and security interests granted in favor of Lender.

10.4 **No Claims or Defenses.** To the best of Initial Borrower's or Assignee's respective knowledge, neither Initial Borrower nor Assignee has any claims against Lender nor defenses to the enforcement of any of the Loan Documents in accordance with their respective terms, as amended by this Agreement.

10.5 **Satisfaction of Conditions.** All of the conditions precedent set forth herein have been fully satisfied.

11. **Representations and Warranties.** Lender hereby represents and warrants to Initial Borrower and Assignee that, to Lender's actual knowledge, from and after the Assignment Closing Date, no Event of Default exists that remains uncured, and no event exists which, with the giving of notice or the passage of time, or both, would constitute an Event of Default under any of the Loan Documents.

12. **Further Assurances.** Assignee agrees to perform such other and further acts, and to execute such additional documents, agreements, notices or financing statements, as Lender deems reasonably necessary or desirable from time to time to create, preserve, continue, perfect, validate or carry out any of Lender's rights under this Agreement and the other Loan Documents.

13. **Integration.** All rights, remedies, powers and interest provided for Lender herein are in addition to the rights, remedies, powers and interests provided for Lender in the Loan Documents, the terms and provisions of which are incorporated herein by this reference and made a part hereof. If and to the extent any term or provision hereof is inconsistent with any term or provision of the Loan Documents, the term or provision of this Agreement shall prevail.

14. **Entire Agreement; Amendments.** This Agreement and all of the other Loan Documents contain the entire agreement between Initial Borrower, Assignee and Lender with respect to the Loan, and all prior negotiations, commitments, understandings and agreements concerning any modification or additional extension of the Loan are superseded by this Agreement and the Loan Documents. No amendment, modification, supplement, extension, termination or waiver of any provision of this Agreement, any Loan Document, or any other agreement executed in connection with any of the foregoing shall be effective unless in writing and signed by Lender and Assignee, and then only in the specific instance and for the specific purpose given.

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to conflict of laws principles.

16. **Section Headings.** The section headings of this Agreement are included for convenience only, and shall not affect the construction or interpretation of any provision of this Agreement.

17. **Attorneys' Fees.** If any action or other proceeding is brought to interpret or enforce any provision of this Agreement, the prevailing party shall be entitled to recover attorneys' fees and expenses.

18. **Binding Effect.** This Agreement and the other Loan Documents shall be binding upon, and shall inure to the benefit of, Assignee and Lender and their respective successors and assigns, or heirs and personal representatives, as applicable, subject to any provision of the Loan Documents restricting transfers of the Property.

19. **Severability of Provisions.** No provision of this Agreement or any other Loan Document that is held to be inoperative, unenforceable and invalid shall affect the remaining provisions, and this and all provisions of this Agreement and the Loan Documents are hereby declared to be severable.

20. **Miscellaneous.** No reference to this Agreement is necessary in any instrument or document at any time referring to the Loan Documents. A reference to the Loan Documents shall be deemed a reference to such document as modified hereby.

21. **No Commitment.** Lender shall be under no obligation to close the transaction evidenced by this Agreement unless this Agreement and all related documents are returned to Lender fully executed by Initial Borrower and Assignee, as applicable, and unless this Agreement is actually executed by Lender and delivered to Assignee.

22. **No Other Amendments.** Except as expressly amended herein, the Note, the Deed of Trust and all of the other Loan Documents remain unmodified and in full force and effect.

23. **Notices.** All notices, requests, demands and consents to be made hereunder to Assignee and/or Lender shall be in writing and shall be delivered by hand or sent by registered mail or certified mail, postage prepaid, return receipt requested, through the United States Postal Service to the addresses shown below or such other address which the parties may provide to one another in accordance herewith. Such notices, requests, demands and consents, if sent by mail, shall be deemed given two (2) "**Business Days**" (as defined in the Loan Documents) after deposit in the United States mail, and if delivered by hand, shall be deemed given when delivered.

If to Assignee: MONTEREY CROSSING 2.0
c/o Fountainhead Development
Attn: Craig Smith
1401 Quail Street, Suite 100
Newport Beach, CA 92660
Email: csmith@fountainheaddev.com
Phone: (949) 752-2515

And a copy to: BRYAN CAVE LEIGHTON PAISNER LLP
Attn: Holly P. Lopez, Esq.
3161 Michelson Drive, Suite 1500
Irvine, California 92612
Email: hplopez@bclplaw.com
Phone: (949) 223-7152

If to Lender: COUNTY OF RIVERSIDE
Attn: Vincent Yzaguirre
3183 Mission Inn Avenue
Riverside, CA 92507
Email: vyzaguirre@rivco.org
Phone: (951) 955-4820

And a copy to: BEST BEST & KRIEGER
Attn: Glen W. Price
3390 University Ave.,
5th Floor Riverside, CA 92501
Email: glen.price@bbklaw.com
Phone: (951) 826-8314

24. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.


[Remainder of the page is left intentionally blank.]

[Signature pages follow.]

IN WITNESS WHEREOF, this Agreement has been executed by Initial Borrower, Assignee and Lender as of the date first above written.

INITIAL BORROWER:

MONTEREY CROSSING LP, a California limited partnership

By: 

Craig Smith, Authorized Signatory

[Signatures continued on next page.]

CALIFORNIA ALL-PURPOSE 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 Orange)

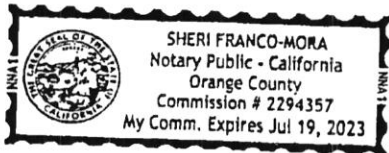
On March 11, 2020, before me, Sheri Franco-Mora, Notary Public,
(Here Insert Name and Title of the Officer)

personally appeared Craig Smith
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 Sheri Franco-Mora
Signature of Notary Public

LENDER

COUNTY OF RIVERSIDE, a political subdivision
of the State of California

By: 

Rose Salgado, Interim Director
Facilities Management

[Signatures continued on next page.]

CALIFORNIA ALL-PURPOSE 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 Riverside)

On 3/9, 2020, before me, Monica Tlaxcala, Notary Public,
Date (Here Insert Name and Title of the Officer)

personally appeared Rose Salgado
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.

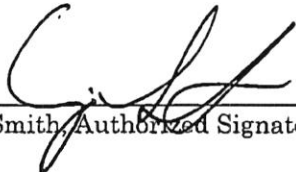


Signature [Handwritten Signature]
Signature of Notary Public

ASSIGNEE:

MONTEREY 2.0 LLC, a California limited liability company

By: Monterey Crossing LP, a California limited partnership, its sole member

By: 
Craig Smith, Authorized Signatory

[End of signatures.]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA)

COUNTY OF Orange)

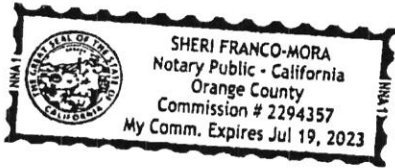
On March 11, 2020 before me, Sheri Franco-Mora, Notary Public,
(Here Insert Name and Title of the Officer)

personally appeared Craig Smith
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 Sheri Franco Mora
Signature of Notary Public

CONSENT AND ACKNOWLEDGMENT OF GUARANTOR:

THE UNDERSIGNED GUARANTOR UNDER THAT CERTAIN GUARANTY AGREEMENT DATED AS OF MARCH 15, 2019, HEREBY CONSENTS TO THE ABOVE ASSIGNMENT OF THE LOAN, NOTE AND OTHER LOAN DOCUMENTS EXECUTED CONCURRENTLY HERewith AND HEREBY REAFFIRMS ITS OBLIGATIONS UNDER SAID GUARANTY.

GUARANTOR

CRAIG SMITH



Exhibit A

- (1) Parcel Map No. 37157, as shown by map on file in the Official Records of Riverside County at Book 247, Pages 1, 2, 3, 4, 5, 6, and 7, recorded on June 26, 2019, and all matters contained in the dedication statement (Instrument No. 2019-0232279) (the "Parcel Map");
- (2) A Substitution of Trustee and Partial Reconveyance recorded on October 28, 2019 (Instrument No. 2019-0434645);
- (3) The Declaration of Covenants, Conditions and Restrictions and Grant of Easements recorded on August 12, 2019 (Instrument No. 2019-0306245);
- (4) An easement granted to Southern California Edison Company for the purpose of public utilities, recorded on August 12, 2019 (Instrument No. 2019-0306240);
- (5) Reciprocal Easement Agreement recorded on August 12, 2019, executed by the City of Palm Desert and Monterey Crossing LP, recording on August 12, 2019 (Instrument No. 2019-0306246);
- (6) "Standard Domestic Water System and Sanitation System Installation Agreement," executed by the Coachella Valley Water District and Monterey Crossing LP recorded on July 24, 2019 (Instrument No. 2019-0276496);
- (7) an easement granted to the Coachella Valley Water District and Monterey Crossing LP for public purposes, including sanitation and domestic water purposes as shown on Parcels 1, 3, 5, 6, 7, 8, 9, 10, 11, 12, and 13 the Parcel Map;
- (8) a "Reciprocal Drainage Easement" reserved between all parcels on the Parcel Map for the benefit of Monterey Crossing LP;
- (9) a "Reciprocal Access Easement" reserved between all parcels on the Parcel Map for the benefit of Monterey Crossing LP;
- (10) a 48.33 foot-wide access opening over Parcels 7 and 10, and a 31.09 foot wide access opening over Parcels 8 and 9, as shown on the Parcel Map;
- (11) an easement for public purposes and abutters' rights of access as shown on the Parcel Map along Monterey Avenue and Dinah Shore Drive.

CALIFORNIA ALL-PURPOSE 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 Orange)

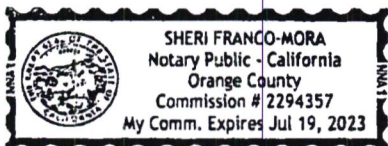
On March 11, 2020, before me, Sheri Franco-Mora, Notary Public,
(Here Insert Name and Title of the Officer)

personally appeared Craig Smith
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 Sheri Franco-Mora
Signature of Notary Public

Exhibit A

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