RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

The City of Menifee 29844 Haun Road Menifee, California Attention: City Clerk

EXEMPT FROM FILING FEES GOVERNMENT CODE > 6103

(Space above for Recorder's Use)

AGREEMENT REGARDING A COMMUNITY FACILITIES DISTRICT AND COVENANTS RUNNING WITH THE LAND FOR MOTTE COUNTRY PLAZA PARCEL MAP 37992

between

THE CITY OF MENIFEE a public agency

and

MOTTE COUNTRY PLAZA, LLC as the Developer

AGREEMENT

1. Parties and Date.

This Agreement is entered into as of this	, by and between the City
of Menifee, a municipal corporation (hereinafter referred to as "C	ity") and, Motte Country Plaza,
LLC, with its principal place of business at 445 S. D Street, Perris,	CA 92570 (hereinafter referred
to as "Developer").	

2. Recitals.

- 2.1 Developer has submitted to the City for its approval, Parcel Map 37992, a proposed development of the property located on the northwest corner of the intersection of in the City of Menifee. The property is more specifically described in Exhibit A as recorded July 28, 2005, as Document No.2005-0604900 of Official Records of Riverside County (hereinafter referred to as "Parcel 2"). All property located within Parcel 2 is as legally described in Exhibit "A" attached hereto and incorporated by reference.
- 2.2 On or about June 23, 2021, the Planning Commission of the City of Menifee (hereinafter referred to as "Commission") adopted Resolution PC21-537 wherein the Commission approved tentative parcel map 2018-320 (PM37992) subject to satisfactory completion of the Conditions of Approval for the development of Parcel 2. Pursuant to Conditions of Approval Nos. 99, the Developer is required prior to map recordation, to annex to a Citywide Landscape and Lighting Maintenance District (hereinafter referred to as "Citywide Maintenance District") for the maintenance of streets within public right of way.
- 2.3 Developer and City desire to enter into this Agreement for the purpose of complying with Conditions of Approval Nos. 99 pursuant to Resolution PC21-237. Although timing prevents the Developer from agreeing to the express terms of Conditions of Approval in Recital 2.2 above, it is willing to agree that all property located in Parcel 2 will be included within an established and recorded Citywide Maintenance District prior to building permit issuance.
- 2.4 This Agreement is made in consideration of the approval of Parcel Map 2018-320 and Plot Plan 2018-300 pursuant to Resolution PC21-537 and PC21-534, respectively, as approved by the Commission on June 23, 2021.

3. Terms.

- 3.1 <u>Petition</u>. As owner of all property located within Parcel 2, Developer shall sign a petition to annex Parcel 2 to an established and recorded Citywide Maintenance District. Developer shall sign such petition upon the request of the City at no cost, expense or other obligation of the City.
- 3.2 <u>Fair Share of Costs</u>. Developer shall pay its fair share of all costs necessary for the annexation of Parcel 2 into the Citywide Maintenance District. Such costs shall include, but shall not be limited to, all administrative, publication, engineering and legal costs and fees of any kind related to the annexation of Parcel 2 into the Citywide Maintenance District.

- 3.3 <u>Inclusion.</u> Developer understands, acknowledges, and agrees that it shall not be issued any building permits for the property located within Parcel 2 prior to the inclusion of all property located in Parcel 2 in the Citywide Maintenance District which is currently in the process of formation pursuant to all requirements of state and local laws, rules and regulations.
- 3.4 <u>Indemnification.</u> Developer and the City shall mutually indemnify, defend and hold each other and their officials, officers, employees, agents and contractors free and harmless from and against any and all losses, claims, damages, fees (including attorney's fees and costs), injuries to persons or property (including wrongful death) in any manner arising out of or incident to each other's own negligent acts, omissions or willful misconduct relating to this Agreement.
- 3.5 <u>Amendment.</u> The terms and conditions of this Agreement may be altered, changed or amended only by written agreement of the parties hereto.
- 3.6 <u>Notices.</u> All notices to be given hereunder shall be in writing and may be made either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the parties at the addresses listed below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

City:

City of Menifee 29844 Haun Road

Menifee, California 92586

Attn: City Clerk

Developer:

Motte Country Plaza, LLC

445 S. D Street Perris, CA 92570

Attn: John Motte, Manager

- 3.7 <u>Successors and Assigns.</u> This Agreement shall be binding on the successors and assigns of the parties.
- 3.8 <u>Recordation.</u> City shall cause this Agreement to be recorded with the Riverside County Recorders Office.
- 3.9 <u>Covenant Running With the Land.</u> The parties intend that the benefits and burdens described herein constitute covenants running with Parcel 2 for the benefit of the Developer's property located within Parcel 2.
- 3.10 <u>Attorney's Fees.</u> Should either party bring a legal action for the purpose of protecting or enforcing its rights and obligations under this Agreement, the prevailing party shall be entitled, in addition to other relief, to the recovery of its attorney's fees, expenses and costs of suit.

- 3.11 <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.
- 3.12 <u>Headings</u>. Section headings contained in this Agreement are for convenience only and shall not have an affect in the construction or interpretation of any provision.
- 3.13 <u>Entire Agreement</u>. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either written or oral, express or implied. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the day and year first above written.

	OF MENIFEE, fornia municipal corporation	Motte Country Plaza, LLC a California limited liability company
Ву:	Armando G. Villa, City Manager	By: John D. Motte, Manager
<i>Attest:</i> By:	City Clerk	
Approv	ve as to Form:	
Ву:	Jeffrey T. Melching City Attorney	

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 Date

Defore me, SA Willem Notary Public

Here Insert Name and Title of the Officer

Tred

John D Motte 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 S. A. Willem paragraph is true and correct. COMM# 2432893 NOTARY PUBLIC—CALIFORNIA Riverside County MY COMM. EXPIRES 12/30/2026 WITNESS my hand and official seal. Place Notary Seal and/or Stamp Above Signature of Notary Public - OPTIONAL Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. **Description of Attached Document** Title or Type of Document: _____Number of Pages: ____ Document Date: Signer(s) Other Than Named Above: ___ Capacity(ies) Claimed by Signer(s) Signer's Name: __ Signer's Name: ____ ☐ Corporate Officer – Title(s): □ Corporate Officer – Title(s): ____ □ Partner – □ Limited □ General □ Partner – □ Limited □ General ☐ Attorney in Fact □ Individual □ Individual ☐ Attorney in Fact ☐ Guardian of Conservator □ Trustee ☐ Guardian of Conservator ☐ Trustee ☐ Other: ☐ Other:
☐ Signer is Representing: _____ Signer is Representing: ___

EXHIBIT "A" LEGAL DESCRIPTION OF APPLICATION PROPERTY

REAL PROPERTY IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 93 OF ROMOLA FARMS, AS SHOWN BY MAP ON FILE IN BOOK 12, PAGE 71 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

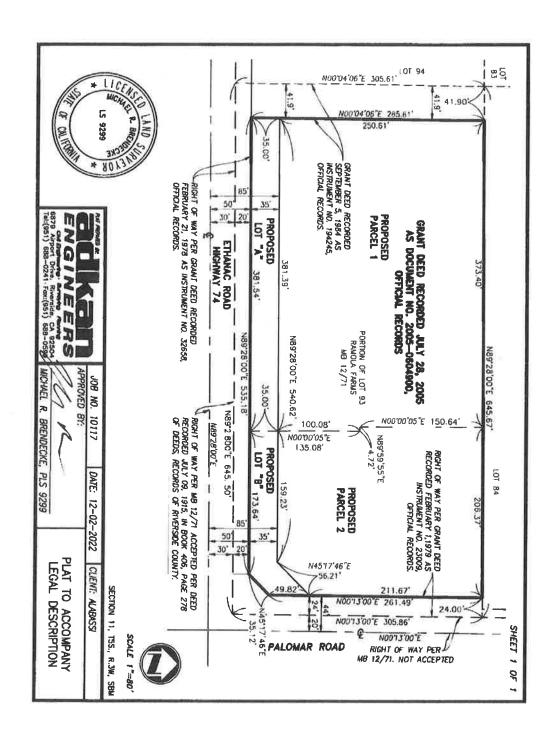
EXCEPTING THE WEST 41.90 FEET CONVEYED BY DEED RECORDED SEPTEMBER 5, 1984 AS INSTRUMENT NO. 194245, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THE SOUTHERLY 20 FEET OF SAID LOTS, AS CONVEYED TO THE COUNTY OF RIVERSIDE BY A DOCUMENT RECORDED FEBRUARY 21, 1978 AS INSTRUMENT NO. 32658, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING FROM LOT 93, THAT PORTION OF LOT CONVEYED TO THE COUNTY OF RIVERSIDE, BY A DOCUMENT RECORDED FEBRUARY 1, 1979 AS INSTRUMENT NO. 23009, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS LYING IN AND UNDER SAID LAND, AS RESERVED BY DEED RECORDED FEBRUARY 7, 1966 AS INSTRUMENT NO. 13633, AS TO AN UNDIVIDED ONE-HALF INTEREST AND BY DEED RECORDED FEBRUARY 7, 1966 AS INSTRUMENT NO. 13632, BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, AS TO AN UNDIVIDED ONE-HALF INTEREST.

CONTAINING 3.80 ACRES, MORE OR LESS.



RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

The City of Menifee 29844 Haun Road Menifee, California Attention: City Clerk

(Space above for Recorder's Use)
(EXEMPT FROM FILING FEES GOVERNMENT CODE § 6103 AND § 27383

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made and entered into as of ______, 2023, by and between MOTTE COUNTRY PLAZA, LLC, a California Limited Liability Company (the "Assignor"), and PALOMARMAR, LP, a California Limited Partnership (the "Assignee"), collectively, the "Parties."

RECITALS

- A. Assignor is the owner in fee of that certain real property located at the northwest corner of California State Route 74 at Palomar Road, in the City of Menifee, County of San Bernardino, State of California, as more particularly described in Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Application Property").
- B. Prior to the date hereof, Assignor and Assignee submitted a series of applications to the City of Menifee (the "City"), including, without limitation an application for a parcel map to subdivide the Application Property into two (2) legal parcels.
- C. As a condition to City's approval of the applications, among various other requirements, Assignor is required to construct all requisite ultimate roadway improvements, as required in City's Subdivision Ordinance. for an Expressway, along certain portions of the Application Property that front California State Route 74.
- D. Assignor submitted a request to City to defer its obligation to construct said ultimate roadway improvements, which request was approved by City, subject to Assignor entering into with City and recording against the Application Property that certain Agreement for the Deferral of Public Improvements for Plot Plan 2018-300, CUP 2018-301, CUP 2018-302, and TPM 2018-320/PM 37992, a Commercial Development Project (the "Agreement for Deferral of Public Improvements"), which was entered into on or about the same date hereof.
- E. On or about the same date hereof, Assignor is selling a portion of the Application Property, as more particularly described in Exhibit "B", which is

- attached hereto and incorporated herein by this reference (the "Assignee Property") to Assignee.
- F. Assignor now desires to assign to Assignee and Assignee desires to accept said assignment from Assignor, and to assume, all of Assignor's rights and obligations under the Agreement for Deferral of Public Improvements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Partial Assignment of Agreement for Deferral of Public Improvements. Assignor hereby assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's rights and obligations under the Agreement for Deferral of Public Improvements with respect to the Assignee Property.
- 2. Assumption of Obligations. By acceptance of this Assignment, Assignee hereby assumes and agrees to perform and to be bound by all of the terms, covenants, conditions and obligations of Assignor under the Agreement for Deferral of Public Improvements as they apply to the Assignee Property.
- **3. Notice.** All correspondence and notices given or required to be given to the Assignor under the Agreement for Deferral of Public Improvements, as of the effective date this Assignmeent, shall be provided to the Assignee and shall be addressed as follows:

Palomarmar, LP 764 Ramona Expressway, Suite C Perris, CA 92571

- 4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective Parties hereto.
- **5. Counterparts.** This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- **6. Governing Law.** This Assignment shall be governed by, interpreted under, and construed and enforceable with, the laws of the State of California.

ASSIGNOR:

MOTTE COUNTRY PLAZA, LLC, a California Limited Liability Company

John D. Motte, Manager

ASSIGNEE:

PALOMARMAR, LP,

a California Limited Partnership

By: Palomarmar, Inc., a California corporation

Its: General Partner

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 hiverside 2623 before me, SA Willem Notary Public, Here Insert Name and Title of the Officer Ohn D motte personally appeared __ Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing S. A. Willem COMM# 2432893 NOTARY PUBLIC—CALIFORNIA & paragraph is true and correct. Riverside County MY COMM. EXPIRES 12/30/2026 WITNESS my hand and official seal. Signature of Notary Public Place Notary Seal and/or Stamp Above ---- OPTIONAL Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. **Description of Attached Document** Title or Type of Document: _____ Number of Pages: ____ Document Date: Signer(s) Other Than Named Above: ___ Capacity(ies) Claimed by Signer(s) Signer's Name: _ __ Signer's Name: ___ □ Corporate Officer – Title(s): □ Corporate Officer – Title(s): ___ ☐ Partner — ☐ Limited ☐ General □ Partner – □ Limited □ General ☐ Individual ☐ Attorney in Fact □ Individual ☐ Attorney in Fact □ Trustee ☐ Guardian of Conservator ☐ Trustee □ Guardian of Conservator

____ 🗆 Other: _

Signer is Representing: _____

Signer is Representing: _____

□ Other: □

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 hilberside on February 34, 3023 before me, SA Willem Notary Public,

Here Insert Name and Title of the Officer Marwan 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. S. A. Willem COMM# 2432893 NOTARY PUBLIC—CALIFORNIA WITNESS my hand and official seal. Riverside County Nº COMM. EXPIRES 12/30/2026 Signature Place Notary Seal and/or Stamp Above Signature of Notary Public OPTIONAL Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. **Description of Attached Document** Title or Type of Document: _____Number of Pages: ___ Document Date: Signer(s) Other Than Named Above: ___ Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: _ □ Corporate Officer – Title(s): ___ □ Corporate Officer – Title(s): __ □ Partner – □ Limited □ General ☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact □ Individual □ Individual □ Attorney in Fact □ Trustee □ Guardian of Conservator □ Trustee □ Guardian of Conservator □ Other: □ Other: Signer is Representing: __ Signer is Representing: _

By execution below, the City of Menifee hereby consents to the foregoing transfer and assignment.

	"CITY"
Dated:, 2023	CITY OF MENIFEE, a California Municipal Corporation By: Daniel Padilla, City Engineer
Attest:	
By:Anita Kay Vinson, Acting City Clerk APPROVED AS TO FORM	
RUTAN & TUCKER, LLP	
Jeffrey T. Melching, City Attorney	

EXHIBIT "A" LEGAL DESCRIPTION OF APPLICATION PROPERTY

REAL PROPERTY IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 93 OF ROMOLA FARMS, AS SHOWN BY MAP ON FILE IN BOOK 12, PAGE 71 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THE WEST 41.90 FEET CONVEYED BY DEED RECORDED SEPTEMBER 5, 1984 AS INSTRUMENT NO. 194245, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THE SOUTHERLY 20 FEET OF SAID LOTS, AS CONVEYED TO THE COUNTY OF RIVERSIDE BY A DOCUMENT RECORDED FEBRUARY 21, 1978 AS INSTRUMENT NO. 32658, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING FROM LOT 93, THAT PORTION OF LOT CONVEYED TO THE COUNTY OF RIVERSIDE, BY A DOCUMENT RECORDED FEBRUARY 1, 1979 AS INSTRUMENT NO. 23009, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS LYING IN AND UNDER SAID LAND, AS RESERVED BY DEED RECORDED FEBRUARY 7, 1966 AS INSTRUMENT NO. 13633, AS TO AN UNDIVIDED ONE-HALF INTEREST AND BY DEED RECORDED FEBRUARY 7, 1966 AS INSTRUMENT NO. 13632, BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, AS TO AN UNDIVIDED ONE-HALF INTEREST.

CONTAINING 3.80 ACRES, MORE OR LESS.

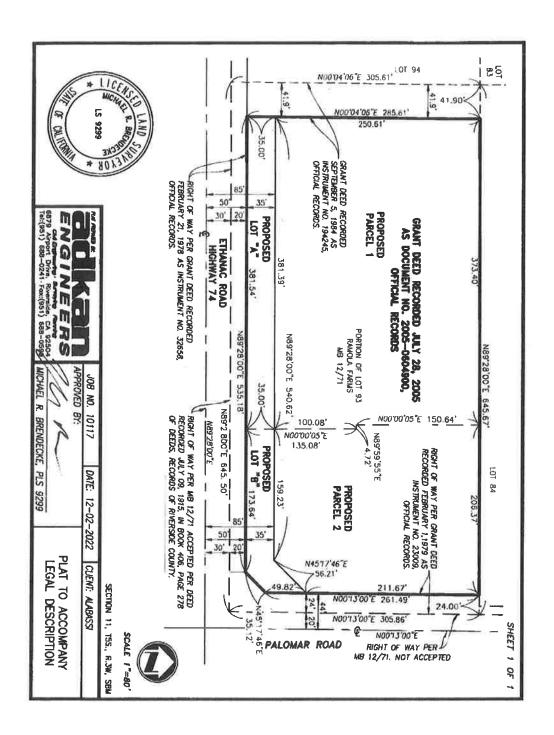


EXHIBIT "B" LEGAL DESCRIPTION OF ASSIGNEE PROPERTY

REAL PROPERTY IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 93 OF ROMOLA FARMS, AS SHOWN BY MAP ON FILE IN BOOK 12, PAGE 71 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 93;

THENCE SOUTH 89°28'00" WEST ALONG THE NORTHERLY LINE OF SAID LOT 93, A DISTANCE OF 24.00 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL CONVEYED TO THE COUNTY OF RIVERSIDE, BY A DOCUMENT RECORDED FEBRUARY 1, 1979 AS INSTRUMENT NO. 23009, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALSO, BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 206.37 FEET;

THENCE LEAVING SAID NORTHERLY LINE, SOUTH 00°00'05" EAST, A DISTANCE OF 150.64 FEET;

THENCE NORTH 89°59'55" EAST, A DISTANCE OF 4.72 FEET:

THENCE SOUTH 00°00'05" EAST, A DISTANCE OF 100.08 FEET TO A LINE PARALLEL WITH AND 35.00 FEET NORTHERLY OF THAT CERTAIN PARCEL CONVEYED TO THE COUNTY OF RIVERSIDE BY A DOCUMENT RECORDED FEBRUARY 21, 1978 AS INSTRUMENT NO. 32658, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 89°28'00" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 159.23 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 45°17'46" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 56.21 FEET TO A POINT ON THE WESTERLY LINE OF SAID CERTAIN PARCEL CONVEYED TO THE COUNTY OF RIVERSIDE, BY A DOCUMENT RECORDED FEBRUARY 1, 1979 AS INSTRUMENT NO. 23009, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 00°13'00" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 211.67 FEET TO THE POINT OF BEGINNING.

Page 1 of 2

EXHIBIT "B" LEGAL DESCRIPTION OF ASSIGNEE PROPERTY

ALSO EXCEPTING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS LYING IN AND UNDER SAID LAND, AS RESERVED BY DEED RECORDED FEBRUARY 7, 1966 AS INSTRUMENT NO. 13633, AS TO AN UNDIVIDED ONE-HALF INTEREST AND BY DEED RECORDED FEBRUARY 7, 1966 AS INSTRUMENT NO. 13632, BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, AS TO AN UNDIVIDED ONE-HALF INTEREST.

CONTAINING 1.15 ACRES, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY SUPERVISION:

MICHAEL R. BRENDECKE, PLS 9299

1-5-23

LS 9299

NOTE: THIS LEGAL DESCRIPTION AND PLAT ARE NOT TO BE USED FOR THE SUBDIVISION OF PROPERTY PER SECTION 66424 OF THE SUBDIVISION MAP ACT.

