

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

CITY OF MENIFEE
ATTN: CITY CLERK
29844 HAUN ROAD
MENIFEE, CA 92586
Attention: City Clerk

(SPACE ABOVE RESERVED FOR RECORDER'S USE)
(Exempt from Recording Fee Pursuant to Government Code § 27383)

**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**

This 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 ("**Agreement**") is entered into, effective as of _____, 2023, by and between the CITY OF MENIFEE, a California municipal corporation ("**City**"), and MOTTE COUNTRY PLAZA, LLC, a California Limited Liability Company ("**Developer**"). The City and Developer are herein referred to collectively as the "Parties" and individually as a "Party."

RECITALS

A. Developer is the owner in fee of certain real property located at the northwest corner of California State Route 74 at Palomar Road in the City of Menifee, County of Riverside, State of California, as more particularly described in Exhibit "A", which is attached hereto and incorporated herein by this reference (the "**Application Property**").

B. Developer submitted to City for City approval, Plot Plan 2018-300, CUP 2018-301, CUP 2018-302, and TPM 2018-320/PM 37992 (collectively, the "**Entitlements**"), a series of applications for a development project on portions of the Application Property, which application included, among other things, (i) subdividing the Application Property into two (2) legal parcels, (ii) relocating the "Chinese Bistro" train car restaurant to the vacant space on the west side of the existing building containing U-Turn for Christ, U.S. Post Office, Curves, Nails Time and Nutri-Fruit, all of which are located on the western portion of the Application Property, and developing on the eastern portion of the Application Property (the "**Property**") a convenience store, fast food restaurant, car wash, and gas station (collectively, the "**Development**"). The Property is more particularly described in Exhibit "B", which is attached hereto and incorporated herein by this reference.

C. Pursuant to City's General Plan, the segment of California State Route 74 fronting the Property is designated as an Expressway, and as a result the approval of a subdivision map for the Property must be conditioned on the applicant constructing all requisite ultimate roadway improvements, as required in City's Subdivision Ordinance, for an Expressway.

D. On June 23, 2021, the City's Planning Commission adopted Resolution Nos.PC21-533, PC21-534, PC21-535, PC21-536, and PC21-537, approving the Entitlements, subject to all of the Conditions of Approval issued in connection therewith (collectively, the "**COA's**").

E. Pursuant to the COA's, including, without limitation, COA's 96, 98, 148, 149, 150 and 170 for Plot Plan No. 2018-300, and COA's 18, 21, 69, 70, 71 and 82 for Tentative Parcel Map No. 2018-320, Developer is required to construct all requisite ultimate improvements along the portions of the Property fronting California State Route 74, as required in City's Subdivision Ordinance, for a Modified Expressway (the "**Property Roadway Improvements**").

F. Section 7.80.030 of City's Subdivision Ordinance authorizes the approving body to approve an applicant's request for a deferral of road improvements if the applicant enters into deferred improvement agreement.

G. Developer has submitted a request for a deferment of its obligation to construct the Property Roadway Improvements. Pursuant to Section 7.80.030 of City's Subdivision Ordinance, City has agreed to approve such deferment, subject to the terms of this Agreement.

H. Concurrently herewith, Developer and City are entering into and recording against the Application Property that certain Agreement Containing Covenants Affecting Real Property, pursuant to which City has permitted Developer to temporarily retain certain improvements within the portions of the Application Property that are designated as "ultimate right-of-way" under City's General Plan (the "**Agreement Containing Covenants**").

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and based upon the foregoing Recitals, and the terms, conditions, covenants, and agreements contained herein, the Parties hereto agree as follows:

1. Recitals Incorporated. The Recitals are incorporated as if fully set forth herein.
2. Completion of Property Roadway Improvements and Security. At any time following the commencement of the construction documents design phase for the development of the Property Roadway Improvements, as determined by the City Engineer and/or Public Works Director of City in his or her reasonable discretion, City may provide Developer notice, in writing, of such commencement (the "**City Notice**"). Within ninety (90) days following City's

provision of the City Notice, Developer shall (i) commence design and development of the Property Roadway Improvements, and (ii) provide security that complies with Section 7.80.050 of City's Subdivision Ordinance (with such security to be in place prior to commencement of any construction activities). Following commencement of development of the Property Roadway Improvements, Developer shall proceed diligently to complete development of the Property Roadway Improvements. Developer shall develop the Property Roadway Improvements, including without limitation all design and construction activities, in compliance with all applicable requirements of City's Subdivision Ordinance. Notwithstanding anything to the contrary in this Section 2, City shall have the right, in its sole and absolute discretion, to elect to complete development of the Property Roadway Improvements, and in such event, Developer shall be obligated to pay to City, in advance, the costs City will incur to develop the Property Roadway Improvements.

3. Indemnification. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Developer shall defend (with legal counsel reasonably acceptable to City), indemnify, and hold free and harmless the City of Menifee and the City's agents, officers, and employees, (each, an "Indemnitee") from and against any and all claims, loss, cost, damage, injury, expense, and liability of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Developer, any of the Developer entities, anyone directly or indirectly employed by any of them, or anyone that they control, with regard to the actions described in this Agreement and will defend any action challenging the validity of this Agreement.

4. Developer to Pay City Costs. Developer agrees to pay all costs incurred by the City for the drafting, implementation and enforcement of this Agreement, including, without limitation all attorney's fees.

5. Covenants Running with the Land. This Agreement and the covenants and agreements established in this Agreement shall, without regard to technical classification and designation, be binding on Developer, its assigns, and any successors-in-interest to the Property, or any part thereof, for the benefit of and in favor of City, its successors and assigns, regardless of whether City owns or hold any interest in real property abutting or adjacent to the Property.

6. Proposed Partial Sale by Developer. As of the Effective Date, Developer contemplates selling the Property to Palomarmar, LP, a California Limited Partnership ("**Palomarmar**"), concurrently with or following recordation of the Parcel Map. In connection with any such sale, Palomarmar shall automatically be bound by the terms and obligations of this Agreement as they apply to the Property. Prior to or concurrently with such sale, however, Developer shall provide to City an assignment and assumption agreement substantially in the form attached hereto and incorporated herein as Exhibit "C", pursuant to which Developer assigns to Palomarmar and Palomarmar accepts such assignment from Developer and expressly and unconditionally agrees to be bound by the terms and obligations of this Agreement as they apply to the Property ("**Assignment and Assumption**

Agreement”). Following recordation of the Assignment and Assumption Agreement in the Official Records of Riverside County, Developer shall be released from all obligations of this Agreement as they apply to the Property.

7. Amendments. This Agreement may be amended or modified only by a written agreement executed by both Parties. No waiver of any of the terms of this Agreement shall be effective or binding unless in writing and executed by an authorized representative of the Party waiving its rights hereunder.

8. Attorney's Fees. In the event any party to this Agreement brings an action to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees and costs from the other party.

9. Waiver. The waiver by either party of any breach of any condition or covenant of this Agreement by the other party must be in writing. No waiver shall be deemed as a waiver of any subsequent breach of the same or any other condition or covenant.

10. Successors and Assigns. This Agreement shall be binding upon the heirs, executors, administrators, successors, transferees, and assigns of the Parties.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.

12. Execution of Agreement. The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound.

[End of Agreement – Signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement to be effective as of the date first written above.

“CITY”

CITY OF MENIFEE, a California Municipal Corporation

Dated: _____, 2023

By: _____
Daniel Padilla, City Engineer

Attest:

By: _____
Anita Kay Vinson, Acting City Clerk

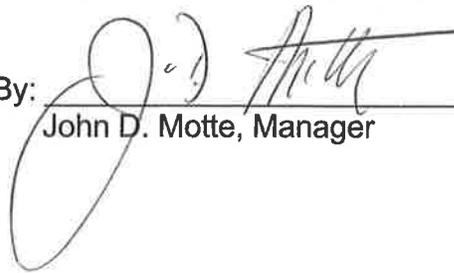
APPROVED AS TO FORM
RUTAN & TUCKER, LLP

By: _____
Jeffrey T. Melching, City Attorney

“DEVELOPER”

MOTTE COUNTRY PLAZA, LLC, a California Limited Liability Company

Dated: _____, 2023

By:  _____
John D. Motte, Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 }

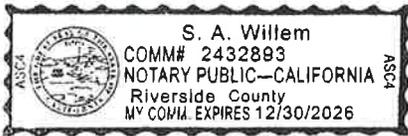
On February 23, 2023 before me, SA Willem Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John D motte
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.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

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.

EXHIBIT "B"
LEGAL DESCRIPTION OF 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.

EXHIBIT "B"
LEGAL DESCRIPTION OF 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. BREDECKE, PLS 9299

1-5-23



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



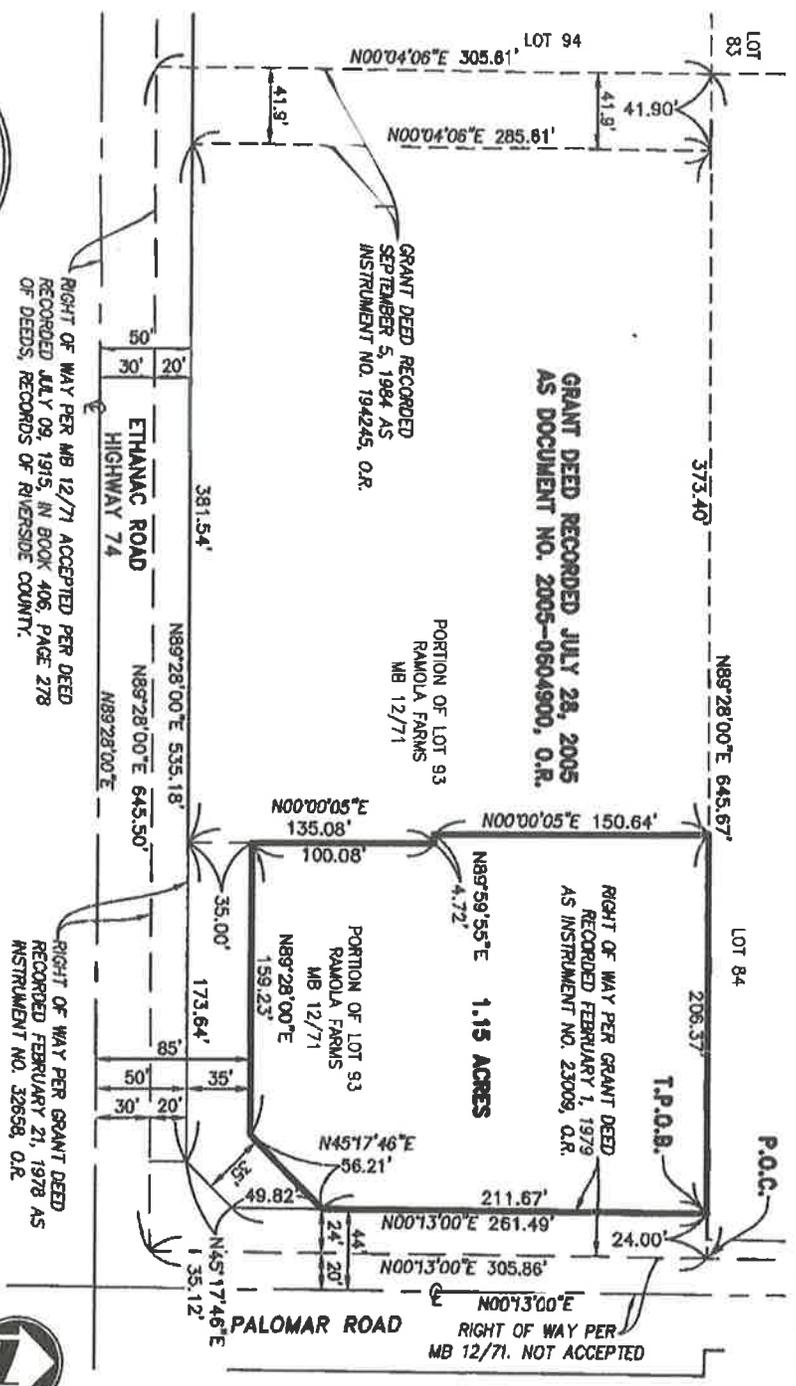
FILE NUMBER IN:
adikam
ENGINEERS
 6573 Airport Blvd., Riverside, CA 92504
 Tel: (951) 509-9241 Fax: (951) 589-0599

JOB NO. 10117
 APPROVED BY: *[Signature]*
 DATE: 01/05/2023
 CLIENT: ALABISSI
 MICHAEL R. BRENDECKE, PLS 9299

PLAT TO ACCOMPANY
 LEGAL DESCRIPTION

SECTION 11, T5S., R3W., S8M

SCALE 1"=80'



SHEET 1 OF 1

EXHIBIT "C"
ASSIGNMENT AND ASSUMPTION AGREEMENT

[See following document]

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 Assignment, shall be provided to the Assignee and shall be addressed as follows:

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

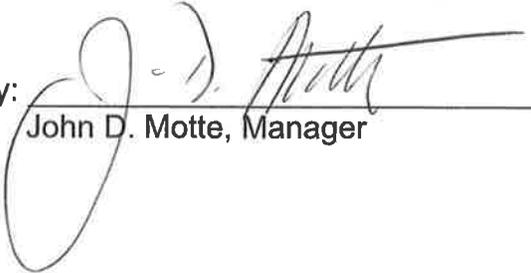
4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective Parties hereto.

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

By: 
John D. Motte, Manager

ASSIGNEE:

PALOMARMAR, LP,
a California Limited Partnership

By: Palomarmar, Inc.,
a California corporation
Its: General Partner

By: 
Marwan AlAbbasi, President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 February 23, 2023 before me, SA Willem Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John D Motte
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.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian of Conservator
- Other: _____

Signer is Representing: _____

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian of Conservator
- Other: _____

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 February 23, 2023 before me, SA Willem Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Marwan Alabbasi
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.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

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

"CITY"

CITY OF MENIFEE, a California
Municipal Corporation

By: _____
Daniel Padilla, City Engineer

Dated: _____, 2023

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**.

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.

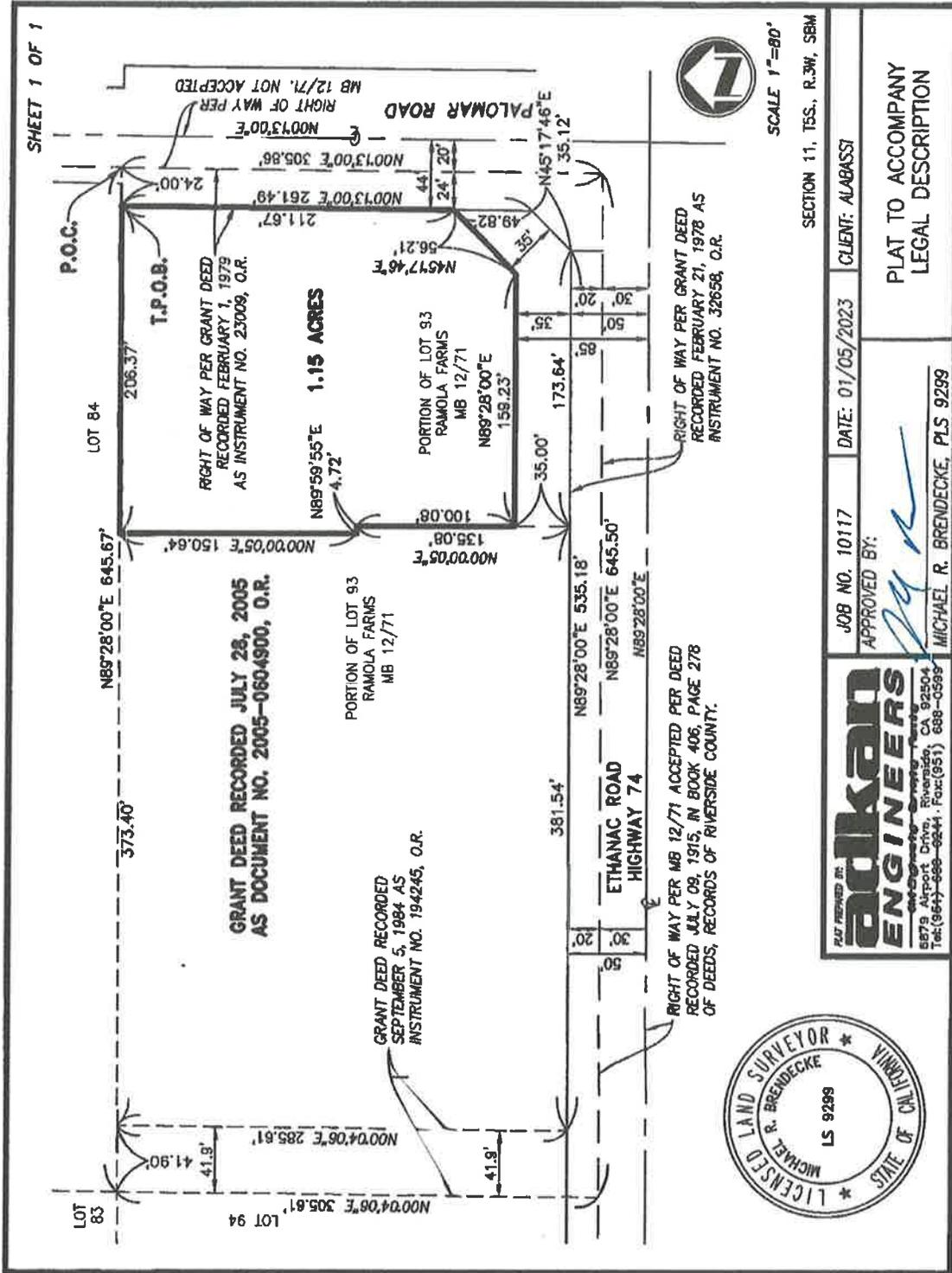
PREPARED BY ME OR UNDER MY SUPERVISION:


MICHAEL R. BREDECKE, PLS 9299

1-5-23



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



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adkan ENGINEERS
 5879 Airport Drive, Riverside, CA 92504
 Tel: (964)-668-9244 Fax: (951) 688-0599

PLAT PREPARED BY: [Signature]
APPROVED BY: [Signature]

JOB NO. 10117 **DATE: 01/05/2023** **CLIENT: ALABASSI**

MICHAEL R. BRENDENCKE, PLS 9299

SECTION 11, T5S., R.3W., SBM

PLAT TO ACCOMPANY LEGAL DESCRIPTION

