

REQUEST FOR PROPOSALS

New Construction of Affordable Seniors' Housing

Affordable Housing Exploration Team
United Methodist Church of Palm Springs

April 29, 2024

I. INTRODUCTION AND SUMMARY

The United Methodist Church of Palm Springs (UMCPS, or the “Church”) is requesting submissions in the form of a proposal (“Proposals”) from highly qualified Developers, representing Development Teams, as such term is defined below, to design, construct, manage and provide tenant support services regarding an affordable, for-rent senior housing project (the “Project”) on an undeveloped portion of land which is part of the Church’s parcel at 1555 E Alejo Road, located near the southwest corner of Alejo Rd and N Sunrise Way in the City of Palm Springs (the “City”). UMCPS has designated its Affordable Housing Exploration Team (AHET) to represent it in all matters related to this Request for Proposals (RFP).

A. Context of Intentionality

In order to ensure the best possible outcomes for the Church, its congregation, the tenants and other stakeholders, over the course of the previous two years the AHET has performed extensive research and due diligence into the possible development scenario. This has included informative videos and “listening post” sessions among the congregation, uncovering and understanding development considerations, easements and site utilities, conversations with various departments within the City, procuring a yield study from an experienced design firm, and engaging an expert consultant to help educate the AHET and provide technical assistance in all aspects of the RFP and the envisioned project.

It is with this forethought and intentionality, along with a great deal of excitement, that the AHET shares this RFP with all potential Developers.

B. About the UMCPS

UMCPS is an active and healthy congregation of the California Pacific Annual Conference of the United Methodist Church. As such, UMCPS is engaged in religious and ministerial functions that include provision of spiritual nurturing and fellowship to the membership of UMCPS and the local community, as well as outreach and social justice activities, including an active feeding ministry, a current composting project, and an envisioned community garden. In addition to these activities, UMCPS rents its facilities and parking lot for various non-profit and community-focused programs and organizations and is proud of its progressive view on social issues.

C. Developer Requirements

The Selected Developer, as such term is defined below, will be required to: a) have the financial capacity to develop and manage the Project for the life of the Project, b) have displayed a strong commitment to affordable housing and community development, and c) have extensive experience in working with low-income individuals.

D. The Church’s Project Objectives

The Church’s primary objectives of the Project are to:

- a) Increase the supply of affordable housing in the City of Palm Springs and the Coachella Valley.
- b) Provide safe, decent, and affordable housing for low-income seniors up to 80% of Area Median Income.

- c) Live its ministerial call to support those less fortunate.
- d) Receive fair market value for the use of its land.
- e) Ensure appropriate tenant support services are provided.

E. The Site

The Church anticipates that the Selected Developer, as such term is defined below, will partner with the City to conduct a subdivision request (“lot split”) of the Church’s current parcel (the “Current Site”) into two components. One component shall contain the Church’s sanctuary and all related structures (the “Church Site”). The second component (the “Housing Site”) shall be ground-leased to a limited partnership entity created for the purposes of the Project. The Church expects that the exact size of the Housing Site and the precise location of the lot split will be arrived at via the RFP process including interviews as necessary, but it is anticipated to be approximately two acres. See Site Information and Description below.

F. The Envisioned Project

The UMCPS envisions an affordable rental senior’s community with approximately 72 units, including manager unit(s). The Church envisions a project that is energy-efficient, provides necessary accessibility, includes supportive services, facilitates community with the Church’s congregation, and is properly maintained and kept in good working order during operations.

G. Ideal Development Team

The Development Team shall consist of a Developer, an architect, a property manager and a service provider. The architect, property manager, and/or service provider may be “in house” to the Developer. The Developer should have extensive experience in developing affordable, for-rent seniors housing, particularly in Riverside County and/or the Coachella Valley. In addition, the Development Team should have a) an excellent track record in property management, b) a commitment to maintain the project appearance and units for the betterment of the immediate community and the tenants, c) a robust supportive services plan to assist and improve the lives of the tenants.

The Developer will be responsible for securing financing and operating subsidies to build and operate the Project without financial assistance from UMCPS. All such financing shall be secured only by the partnership’s leasehold interest. UMCPS expects that the Developer will have the experience necessary to obtain all necessary project loans, grants, and other sources at the local, state, and federal levels.

H. Remuneration

As further described below, the UMCPS expects fair market value for the use of the Housing Site under the terms of a ground-lease agreement as well as additional remuneration.

I. Rights Reserved

The Church reserves the right to:

- a) Select zero, one or more Development Teams for one or more in-person and/or virtual interviews at the Church’s discretion, (the “Shortlisted Development Teams”).

- b) Select zero or one of the Shortlisted Development Teams (the “Selected Development Team”) to move forward with the next steps outlined below.
- c) Rescind this RFP at any time at its discretion and without notification.
- d) Reject a Proposal due to incompleteness at its sole discretion.
- e) Request further information or clarification from one or more of the Development Teams at any time and at its sole discretion.
- f) Rescind the selection of the Selected Development Team.
- g) In the event of a proposed substitution of a member of the Selected Development Team, the AHET:
 - i. will require a written justification from the Developer, and
 - ii. reserves the right to revisit the scoring of the Proposal and/or rescind the selection in its sole discretion.

II. CHURCH’S PREDEVELOPMENT ACTIVITIES TO DATE

As noted above, the AHET has spent considerable time and resources conducting predevelopment activities. The results of those findings are presented here for the Development Teams’ information.

A. Technical Assistance

After a period of investigation, AHET decided that the complexity of this type of project would require expertise that was not available within the team. The AHET then contracted with LeSar Development Consultants (LDC) to complete tasks associated with developing a project plan, assist with initial discussions with the City’s Planning Department, help to engage and support the yield study described below, and to provide technical assistance in the form of insight and advice regarding the mechanics of affordable housing finance.

One result of LDC’s work showed that a development of 60 or more units on the property would be financially feasible.

LDC is further supporting the AHET with this RFP. Final scoring and selection will be the exclusive responsibility of the AHET. The AHET anticipates retaining LDC’s consulting services until the completion of the project.

B. Completion of a Yield Study

With guidance from LDC, the AHET then decided to identify and contract with an architectural firm to complete a yield and concept study (also known as a “test fit”) that would consider such factors as the placement of buildings, parking requirements, zoning, easement and rights of way, and help envision a) Project that would a) be compatible with the Church’s existing buildings, and b) consider flow and connectivity between the Church Site and the Housing Site (See “Project Preferences”).

The AHET contracted with GGA+ architects of Pasadena, CA to complete the study.

The results of GGA+’s work are available as Exhibit B. **Please note:** the work completed by GGA+ is conceptual only and is NOT intended to reflect the AHET’s desired outcome for the project.

The results of the work by GGA+ was a possible placement of buildings that would fit onto the existing UMCPS plot and yield adequate unit count to meet financial feasibility requirements.

GGA+ concluded its work with the AHET with the completion of the deliverables shared in Exhibit B.

C. Site Due Diligence

The AHET also spent considerable time uncovering and understanding development considerations including the existing cellphone towers and related easements, as well as understanding the zoning, historicity of existing improvements, and nearby utilities. Its findings are shared below.

The Church's expectation is that Proposals take these matters into consideration as applicable.

D. Presentations to Congregation

Last fall, the AHET presented results of its research to the congregation in multiple small-group sessions to inform and listen to concerns from the congregation, called "listening posts." With a subsequent vote, the congregation gave overwhelming approval to move forward with the current work of completing an RFP and selecting a Development Team.

III. SITE INFORMATION AND DESCRIPTION

A. Aerial Map of Existing Improvements on the Current Site

Please see Exhibit C.

B. Adjacent Uses

To the north of the Current Site across Alejo are single-family residences. The abutting site to the east is Tribal land, which is currently vacant. To the south is a two-story condominium development. To the east across Calle Rolph (a cul-de-sac street) is a one-story condominium development.

C. Nearby Uses

UMCPS is conveniently located to public bus transportation, grocery and drug stores, United States Post Office, the Mizell Senior Center, the Palm Springs public library, and healthcare & urgent care facilities including the Desert Regional Medical Center, the only Level 1 (highest level possible) designated trauma center in the Coachella Valley.

D. Zoning

Prior to the creation and subsequent passage of California Senate Bill 4 ("SB4"), the Affordable Housing on Faith and Higher Education Lands Act of 2023, the AHET spent considerable time understanding the existing zoning of the site. Development Teams may decide that the passage of SB4 renders this information moot.

E. Formerly Tribal Land

UMCPS is situated on what was previously Section 14 tribal land. The Development Team is responsible for conducting due diligence relating to the previous ownership of this parcel of land by the Agua Caliente Band of Cahuilla Indians.

F. Historicity of Existing Buildings

The AHET and the City exchanged brief emails regarding the potential historic context of the existing buildings on site. According to Sarah Yoon, Associate Planner / Historic Preservation Officer for the City, the site was added to the Class 3 Inventory. Ms. Yoon advised that a subdivision request (or “lot split”) would not trigger a City Historic Site Preservation Board (HSPB) review of its status as a Class 3 site.

G. Existing Cell Phone Towers and Related Easements

There are currently three (3) existing cell towers and supporting infrastructure with leases on the Current Site which are expected to be located within the Housing Site.

There are right of way and utility easements associated with the cell phone tower leases. A new utility easement for the latest tower for AT&T has not been installed but is expected to run close to the south property line to the UMCPS garage. Access to Calle Rolph will be maintained with a 12-foot-wide egress from the south wall for the purpose of servicing the cellphone towers (See Exhibit C). The cell phone tower information may contain proprietary information, therefore, responders are prohibited from using or disclosing such information except as may be necessary to respond to this RFP.

See Exhibit C for information related to cell phone towers and easements.

H. Site Utilities

Please be advised that there is no public sewer available on Calle Rolph. UMCPS has a sewage lift and line that runs from south of the Fellowship Hall through the east parking lot to the street at Alejo Road. The Developer is expected to include the installation of all utilities in their development. UMCPS is open to making reasonable accommodations to facilitate this matter, with expectation that any disruption or damage to Church property will be repaired at no cost to the Church.

I. Additional Information Regarding Current Site

- a) APN: 508-060-038
- b) Approximate size prior to envisioned lot split: 4.17 acres.

IV. PROJECT REQUIREMENTS AND PREFERENCES

The UMCPS hereby establishes aspects of the envisioned Project which it will require, and others which it prefers. Both sets of data are shared here for the edification of the Development Teams.

A. Project Requirements

1. Ground Lease Agreement

A Ground Lease Agreement (GLA) will be required. The ground lessor will be the Church. The ground lessee will be the special-purpose limited partnership created for the development and operation of the Project. The ground lease will be associated with the Housing Site. The GLA will require that the ground lessee:

- a) Payment: See Remuneration, below.
- b) Exclusively provide housing to seniors at or below 80% of Area Median Income (AMI) or below, except manager's unit(s), in accordance with CTCAC regulations.
- c) Maintain the project interior and exterior, as well as all open spaces on the Project Site in good working order.
- d) Lease back the cellphone towers and associated garages, including garage access, for a token amount as demonstrated in the exhibits to this RFP, or "carve out" these areas from the leased Project Site.
- e) Ensure that the project does not impede vehicular access to the cellphone tower sites from Calle Rolph, per existing easements.
- f) Not exceed the allotted number of tenant and guest parking spaces in the east parking lot, once that number has been determined (see Project Preferences, elsewhere in this RFP).
- g) Maintain adequate site security at all times.
- h) Will ensure that a) the interests of the relevant parties to these cellphone tower leases and related considerations will not be disturbed by the project, and b) all rents from the leases will continue to flow directly to UMCPS.
- i) Allow and promote synergistic shared use of open space (see Project Preferences). Additional requirements as may be determined by the UMCPS and/or its counsel at a later date and in its sole discretion.

2. Remuneration

The Church expects remuneration for the use of its land and to support Church ministry and facilities.

The Church's remuneration expectations are as follows:

- a) Payment due up-front through escrow at financial close and coinciding with the commencement of the ground lease of the Housing Site.
- b) Payment to be no less than the appraised value of the Housing Site.
- c) Earnest Money Deposit at ENA execution required; described below.
- d) Reimbursing the Church for its legal expenses.
- e) Reimbursing the Church for its consulting expenses.

Developers should include their projection of remuneration in their proforma financial model (See Proposal Requirements, below).

3. Two Elevators

Because this project serves seniors, The AHET requires that the envisioned Project has two elevators.

B. Project Preferences

1. Design synergies

The Church welcomes Project designs which, *as part of and at the expense of the Project*, can accomplish all or some of the following:

- a) Can create synergies between the existing Church buildings and the envisioned Project, such as facilitating connectivity and enhance flow of movement, fostering community and shared use of open space.
- b) Not sacrifice resident privacy or safety.
- c) Provide a contiguous relationship that fosters an experience of greater spaciousness for Church members, residents and guests alike by mutual agreement.

Examples could include thoughtful placement and design of the Project improvements, rehabilitation & shared utilization of the existing garden, other outdoor amenities, shared use of open space, recreation facilities, desert-appropriate landscaping, thoughtful paths and/or paving, benches, shaded rest areas, and other methods as may be proposed by the Respondent.

2. Parking Spaces

Because it is reasonable to expect that many seniors will drive, have guests, have staff that will need parking, and because of temperature challenges of the desert summer, the AHET would like to see the project parked at approximately 75% of unit count (See Section VI(F)4 below, and the RFP Scoring Table in Exhibit A).

However, the AHET is amenable to contributing a portion of its parking along the east edge of the Current Site to the Project. For the time being, Respondents can assume that the Church will contribute 14 of these parking spaces to the Project (See Section VI(F)4 below, and the RFP Scoring Table in Exhibit A).

3. Exceeding Minimum Sustainability Requirements

The Church has a preference, but not a requirement, for the envisioned Project to exceed the minimum sustainability requirements (that is, exceeding both building code requirements and CDLAC/TCAC requirements). The Church is mindful of the fact that added construction costs can reduce overall project financial feasibility and welcomes potential discussions during a potential interview process.

4. Project Amenities

The Church has a preference for project amenities that support and focus on the self-care of tenants and welcomes a potential discussion of those ideas during a potential interview process.

V. RFP SCHEDULE, SUBMISSION INSTRUCTIONS, AND RELATED INFORMATION

A. RFP Schedule

All times are Pacific Daylight Time or Pacific Standard Time as is applicable on that day.

STEP	ACTIVITY	DUE DATE
1	RFP released	April 29, 2024
2	Questions and Requests for Clarifications Due	May 20, 2024, at 5:00 pm
3	Responses to RFP Questions/Clarifications posted	June 10, 2024
4	PROPOSAL SUBMITTAL DEADLINE	August 9, at 5:00 pm
5	Interviews of Shortlisted Development Teams, if applicable	Approximately September 3, 2024, to September 20, 2024.
6	Determination of the Selected Development Team by the AHET	Approximately week of September 23, 2024
7	Presentation to and approval by All Church Conference as described below	Approximately October 25, 2024
8	Commence Exclusive Negotiating Agreement discussions as described below	Approximately October 28, 2024

B. Submission of Questions and Requests for Clarifications

All questions should be directed in writing via email to pattyslough@umcps.org by the date listed in the table above. All emails received at the address above will receive an acknowledgement of receipt within 48 hours.

Questions will be consolidated by AHET, and answers will be provided to the AHET public website at <https://www.umcps.org/affordable-housing-project-rfp> within the deadline as noted on the RFP Process Schedule.

NOTE: Development Teams are expected to return to the public website after the posting deadline to view the answers to the submitted questions and to incorporate the answers and other clarifications into their Proposals.

C. Submission of Proposals

All Proposals should be submitted via email to pattyslough@umcps.org by the date listed in the table above. All emails received at the address above will receive an acknowledgement of receipt within 48 hours. Hard, paper copies are not required and will not be accepted.

Proposal requirements are listed below.

D. Interviews of Shortlisted Development Teams

As noted above, the AHET will contact, zero, one or more of the Development Teams (the “Shortlisted Development Teams”) for an in-person interview(s) to be held at the Church.

E. Determination of the Selected Developer and Selected Development Team

At the conclusion of the interview process, the AHET may select one Shortlisted Development Team (the “Selected Development Team”) to move forward with approval by the Conference, as defined below.

F. All Church Conference Approval

The Selected Development Team's Proposal, in whole or in part, will be presented by the AHET to the All Church Conference of the Congregation of the United Methodist Church of Palm Springs (the "Conference") for ratification. Note: the Developer will not attend this presentation. Approval by the Conference is a process required by the California-Pacific Annual Conference of the United Methodist Church and is necessary to proceed with any contract of this nature.

G. Exclusive Negotiating Agreement

After approval by the Conference, the AHET will contact the Selected Developer and start the process of entering into an Exclusive Negotiating Agreement (ENA). The AHET will engage their own counsel to assist them in this process.

The Selected Developer's Proposal will become part of the ENA.

The terms of the ENA will include and/or require in the body of the ENA or in an exhibit:

1. That the Selected Developer work with the City to carry out the subdivision request (a.k.a, "lot split") necessary to divide the Current Site into the Housing Site and the Church Site,
2. That the Developer obtain an appraisal of the fair market value of the Housing Site, and share that appraisal with the AHET (Note: AHET reserves the right to obtain its own appraisal, and to determine and approve of the appraisal which may provide a basis for the ENA and/or remuneration,
3. quantification of remuneration,
4. an earnest money deposit (see Proposal Requirements),
5. the number of units in the project,
6. the architect selected and submitted rendering,
7. the unit mix include income levels, unit types, and number of manager's units,
8. the standards for determining tenant rents,
9. agreement upon any changes to existing buildings/structures, and proposed site improvements
10. agreement upon the dimensions of the Church Site and location of lot split,
11. agreement regarding the placement and size of open space on the Church Site, (e.g., garden, parking, and so forth),
12. a parking plan,
13. on-site professional management and maintenance requirements,
14. services required by the community,
15. a predevelopment and development schedule,
16. the identification of the members of the Development Team,
17. the right for the AHET to cancel the ENA due to a change in any member of the Selected Development Team (defined below),
18. and any other provisions included at the sole discretion of the AHET and/or its legal counsel.

The AHET will be available to the Selected Developer after selection to answer questions which may assist the Selected Developer with their financial planning, completion of legal documentation, and/or development of the property more generally.

H. Site Visits

Development Teams are welcome to independently assess the site(s) from publicly accessible vantage points. No right of entry is either given or implied through this solicitation. There will be no guided site visits. Please do not disturb Church members or property.

I. Confidentiality

All proposals will be held in confidence and will not be released beyond the following parties: a) the AHET, b) contracted consultants who have non-disclosure agreements, c) church leadership, d) United Methodist Church East District leadership, and e) the Bishop and relevant staff of the California Pacific Annual Conference of the United Methodist Church. However, the Selected Development Team's Proposal may be made public in all or in part as deemed necessary by AHET. If requested in the Proposal by the/a Development Team, the AHET will remove proprietary data where labeled in the SOQ as such prior to publication.

VI. PROPOSAL REQUIREMENTS

Each Proposal must include the following information ***in the following order***.

Proposals must: a) be no longer than 50 pages single-sided excluding exhibits, b) not use a font smaller than 10, and c) be in Adobe .pdf format. There is no page limit for exhibits.

Note that: the section and subsection below correspond to the section and subsection numbers in Exhibit A, the RFP Scoring Table.

A complete Proposal shall contain the following information:

A. Development Team Background Information

1. Identify the following members of the Development Team and provide a brief overview of each: a) Developer, b) architectural firm, c) property management, and d) services provider. Should the property management and/or services provider be "in house" to the Developer, please clarify as such.

2. Provide brief information regarding the number and types of projects for which the members of the Development Team have previously worked together.

B. Developer Information

1. Provide a brief narrative describing the Developer including salient facts or other information of which the AHET should be aware. Include a description of the Developer's organizational structure. Identify in the narrative if a Developer qualifies as a BIPOC Entity or Emerging Developer as defined by applicable regulations of the California Tax Credit Allocation Committee (CTCAC), the California Debt Limit Allocation Committee (CDLAC), and/or the California Department of Housing and Community Development (HCD).

2. Additionally, provide a table detailing the Developer's affordable rental development experience up to the previous 10 years including the three projects in response to item 4, below. Include the following information in table: a) project location including city and county, b) number of units, c) range of tenant incomes by area median income (AMI), d) programming (seniors' housing, permanent supportive housing, family housing, and/or combinations of same, etc.).

3. Noting that the AHET will use the project location data in the table above in its scoring. See Exhibit A. No further information is required for this item.

4. Document the Developer's ability and capacity to implement the Project by highlighting three *completed* housing projects that are similar in size, scope and tenancy to the proposed Project. It is allowed to provide the same highlighted projects for multiple members of the Development Team. Include the following information/items for each project:

- a) Photos and/or renderings.
- b) Project address including city and county.
- c) Unit mix including total number of units, unit type (number of studio, one-, two- or three-bedroom units) and targeted tenant incomes by area median income (AMI).
- d) Number of manager's units, if any.
- e) Programming (seniors' housing, permanent supportive housing, family housing, etc.).
- f) Sustainability-related information, as applicable.
- g) Which projects had prevailing wage or other labor requirements.
- h) Discuss any lessons learned through the completion of the project. Address the extent to which additional funding was required, citing the timing of the need for additional funding and the reasons for it.
- i) Include the following: construction sources and uses, permanent sources and uses, and a 15-year cash flow statement.

5. Demonstrate the Developer's track record in securing a) low-income housing tax credits, b) project funding from the State of California Housing and Community Development Department, c) Section 8 project-based voucher rental assistance and d) funding from local jurisdictions such as cities and counties.

6. Briefly describe the Developer's experience in working with faith-based organizations.

7. Describe the specific and relevant experience of leadership and staff including CEO/President/Executive Director, leadership of housing development staff and project manager(s). Provide a *brief* narrative demonstrating the extent to which leadership and staff have adequate availability and technical capacity to complete the project.

8. Provide a list of four references, including one from a public agency, which the AHET may contact (note: the AHET will notify the Developer prior to contacting references). Include each reference's name, place of employment, title, phone number and email address.

9. Include the following in exhibits to the Proposal:

- a) Certificate of Status (a.k.a., Certificate of Good Standing)

- b) Documentation that the non-profit Developer is certified as a 501(c) 3 tax exempt non-profit by the Internal Revenue Service (IRS), if applicable. NOTE: both non-profit and for-profit Developers are welcomed to respond. This item only applies to non-profit Developers.
- c) Complete developer financial statements for the previous three fiscal years. Preference for two years of audited financial statements; also acceptable: 2 years of CPA prepared, reviewed or audited financial statements; or, if that is unavailable, copies of filed income tax returns including all schedules for the previous two years.

C. Architect Information

1. Provide a brief narrative regarding the architect including salient facts or other information of which the AHET should be aware. Include the architect's experience with sustainability and accessibility.

2. Additionally, provide a table detailing the architect's affordable rental development experience up to the previous 10 years including the three projects in response to item 4, below. Include the following information in table: a) project location including city and county, b) number of units, c) range of tenant incomes by area median income (AMI), d) programming (seniors' housing, permanent supportive housing, family housing, and/or combinations of same, etc.).

3. Noting that the AHET will use the project location data in the table above in its scoring. See Exhibit A. No further information is required for this item.

4. Document the architect's ability and capacity to design the Project by highlighting three *completed* housing projects that are similar in size, scope and tenancy to the proposed Project. It is allowed to provide the same highlighted projects for multiple members of the Development Team. Include the following information, one page per project is preferred:

- a) Photos and/or renderings
- b) Project address including city and county.
- c) Unit mix including total number of units, unit type (number of studio, one-, two- or three-bedroom units) and targeted tenant incomes by area median income (AMI).
- d) Number of manager's units, if any.
- e) Programming (seniors' housing, permanent supportive housing, family housing, etc.).
- f) Sustainability-related information, as applicable.

D. Property Management Information

1. Provide a brief narrative regarding the property manager including salient facts or other information of which the AHET should be aware (the property manager may be either "in house" to the Developer or a third-party property management company; the same requirements apply).

2. Additionally, provide a table detailing the Property Manager's affordable rental development experience up to the previous 10 years including the three projects in response to item 4, below. Include the following information in table: a) project location, b) number of units, c) range of tenant incomes by area median income (AMI), d) programming (seniors' housing, permanent supportive housing, family housing, and/or combinations of same, etc.). It is allowed to provide the same table for the property manager as the Developer if accurate.

3. Noting that the AHET will use the project location data in the table above in its scoring. See Exhibit A. No further information is required for this item.

4. Document the property manager's ability and capacity to manage the Project by highlighting three *completed* housing projects that are similar in size, scope and tenancy to the proposed Project. Provide one full page of information on each project including photos or renderings. It is allowed to provide the same highlighted projects for multiple members of the Development Team. Include the following information, one page per project is preferred:

- a) Photos and/or renderings
- b) Project address including city and county.
- c) Unit mix including total number of units, unit type (number of studio, one-, two- or three-bedroom units) and targeted tenant incomes by area median income (AMI).
- d) Number of manager's units, if any.
- e) Programming (seniors' housing, permanent supportive housing, family housing, etc.).
- f) Sustainability-related information, as applicable.

5. Provide a narrative describing the property manager's approach to maintaining facilities, and how – once the building becomes operational – concerns of the church, if any, may be addressed. Include information which demonstrates tenants' satisfaction of the property manager.

E. Service Provider Information-

1. Provide a brief narrative regarding the service provider (also known as a supportive services provider, or resident services provider) including salient facts or other information of which the AHET should be aware. The service provider may be either "in house" to the Developer or a third-party service provider; the same requirements apply.

2. Additionally, provide a table detailing the service provider's affordable rental development experience up to the previous 10 years including the three projects in response to item 4, below. Include the following information in table: a) project location including city and county, b) number of units, c) range of tenant incomes by area median income (AMI), d) programming (seniors' housing, permanent supportive housing, family housing, and/or combinations of same, etc.).

3. Noting that the AHET will use the project location data in the table above in its scoring. See Exhibit A. No further information is required for this item.

4. Document the service provider's ability and capacity to provide services to the tenants of the Project by highlighting three *completed* housing projects that are similar in size, scope and tenancy to the proposed Project. It is allowed to provide the same highlighted projects for multiple members of the Development Team. Include the following information, one page per project is preferred:

- a) Photos and/or renderings
- b) Project address including city and county.

- c) Unit mix including total number of units, unit type (number of studio, one-, two- or three-bedroom units) and targeted tenant incomes by area median income (AMI).
- d) Number of manager's units, if any.
- e) Programming (seniors' housing, permanent supportive housing, family housing, etc.).
- f) Sustainability-related information, as applicable.

5. Provide a brief financial plan which demonstrates services provision throughout the life of the Project. Clearly display the funding source(s) for the provision of services. Include a brief narrative budget displaying the amount of annual funding and how it will be used (e.g., how many full-time employees on-site, and other related expenditures).

6. Provide a brief narrative (two pages, maximum) which addresses the following topics:

- a) Describe the service provider's approach to resident well-being.
- b) Describe its approach to and/or ideas for creating community with the members of the Church.
- c) Include information which demonstrates tenants' satisfaction with the service provider.
- d) Discuss relevant experience with senior populations.
- e) Understanding of local, state, and federal regulations, benefits, and resources in the community.
- f) Describe the commitment to community engagement-
- g) Describe protocols that protect resident rights while managing behaviors that may be harmful to other residents or the housing community.

7. Provide documentation demonstrating approval of the service provider by Riverside County and/or other all other necessary agencies in order to provide the services envisioned at the Project.

F. Project Information

1. Describe the project overall, including salient facts or other information of which the AHET should be aware but that are not included elsewhere below.

2. Provide the number of units in the envisioned Project.

3. In an exhibit to the Proposal, include the following information regarding project design, either via labeling the rendering or providing the information beneath it:

- a) Number of housing units by unit type (Studio, 1-BR, etc.), square footage, and AMI level. Identify number and type of units with accessibility for persons with mobility disabilities.
- b) Proposed placement of lot split, dividing the Current Site into the Housing Site and the Church Site.
- c) Location and description of on-site amenities.
- d) Display the factors which demonstrate synergy between the uses of the Housing Site and the Church Site (see Project Preferences, above).
- e) Incorporation of existing easements into Project design.
- f) The design specifics that may achieve the Church's preference (see above) for exceeding minimum sustainability requirements and minimizing environmental impacts.
- g) Tenant and staff parking; include total spaces, number of covered and open parking spaces.
- h) Provide a response to Project preference listed above regarding tenant parking.

- i) Clarify the number of elevators.
- j) Expected utility improvement that will be needed (i.e. sewer, electric).

4. Note the number of parking spaces. Per the Project Preferences section above, Respondents can assume for the time being that the Church will contribute 14 spaces to the Project and include those spaces in their calculation of the parking ratio.

5. Provide a proforma financial model in Microsoft Excel or Adobe .pdf format to demonstrate financial feasibility which includes the following schedules:

- a) Construction Sources and Uses; clearly indicate up-front payment to UMCPS for ground lease under land acquisition cost.
- b) Permanent Sources & Uses.
- c) Detailed operating expenses.
- d) 30-year statement of cash flows including debt service coverage ratio.
- e) Assumed permanent loan interest rate.
- f) Calculation of tax credit equity including price per Federal and State credits, if applicable
- g) Developer fee; delineate cash fee vs. deferred/GP equity.
- h) Unit mix schedule including unit types, AMI levels, and identification of Section 8 units if applicable.
- i) Regarding the service provider: provide a *brief* annual budget. Include type and number of on-site supportive staff by role and full-time equivalent(s) (i.e., Social Worker 1.0 FTE, Resident Services Coordinator 0.5FTE, and so forth).

6. Provide a brief predevelopment and development schedule starting with execution of the ENA. Assume for the purposes of this schedule that the ENA is executed on August 1, 2024. Include the following milestones: a) funding application(s), b) tax-exempt bond and/or tax-credit application(s), c) financial close (including up-front ground lease payment), d) groundbreaking, e) construction completion, and f) financial conversion.

7. Detail the amount and timing of the earnest money deposit you are willing to make upon executing the ENA. Include a) the amount, b) how the amount was determined (e.g., 2% of anticipated fair market value), c) the proposed time period for the expiration of a due diligence period upon which the earnest money deposit will become non-refundable, and d) anticipated contingency clauses, if any.

8. Provide *brief* narrative descriptions – no more than one page each - for each of the following topics:

- a) The approach to community engagement. Highlight how the community engagement plan for this Project is informed by the Development Team’s experience with similar projects.
- b) The results of any due diligence pertaining to the previous ownership of this parcel of land by the Agua Caliente Band of Cahuilla Indians and the impact on the project, if any, and how that due diligence and/or other factors will inform your approach to this important factor.
- c) Regarding the incorporation of SB4 and/or density bonus laws into the project as applicable, and how the Development Team will seek Project entitlements.

9. Total remuneration as reflected in the financial proforma, see above regarding expectations of remuneration, section IV(A)2.

VII. SCORING AND EVALUATION

Proposals will be evaluated by AHET and ranked based on the scoring criteria found in Exhibit A. External consultant input will be considered but not be included in Project scoring.

VIII. EXHIBITS

Exhibits are listed here and can be found on the following pages.

- A. RFP Scoring Table
- B. GGA+ Documents: 1) Feasibility and Concept Development, 2) Project Summary, and 3) Individual Boards
- C. Aerial Map of Existing Improvements
- D. 1) Plotted Easements, 2) UMCPS Grant of Right-Of-Way, 3) Preliminary Title Report and related available documents

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EXHIBIT A: RFP SCORING TABLE

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Note: the section and subsection numbers below correspond to the section and subsection numbers of Part VI of the RFP, Proposal Requirements.

Section	Subsection	Description	Maximum Possible Points Per Item	Maximum Possible Per Section
A. Respondent Team				5
	1	Respondent Team Identification	None; Threshold Requirement	
	2	Number and types of projects for which the members of the Respondent Team have previously worked together	5	
B. Developer				100
	1	Narrative	None; Threshold Requirement	
	2	Demonstrated experience record over the past 10 years	40	
	3	Experience in Palm Springs, Coachella Valley area, and/or Riverside County	10	
	4	Three completed projects which are similar to the envisioned Project	15	
	5	Track record in obtaining competitive financing	5	
	6	Experience in working with faith-based organizations	5	
	7	Leadership and staff experience	5	
	8	Feedback from references (AHET to contact)	10	
	9	Financial position and good standing	10	
C. Architect				35
	1	Narrative	None; Threshold Requirement	
	2	Demonstrated experience record over the past 10 years	25	
	3	Experience in Palm Springs, Coachella Valley area, and/or Riverside County	5	
	4	Three completed projects which are similar to the envisioned Project	5	
D. Property Management				35
	1	Narrative	None; Threshold Requirement	
	2	Demonstrated experience record over the past 10 years	20	
	3	Experience in Palm Springs, Coachella Valley area, and/or Riverside County	5	
	4	Three completed projects which are similar to the envisioned Project	5	
	5	Property Manager's approach to maintaining facilities	5	
E. Service Provider				35
	1	Narrative	None; Threshold Requirement	
	2	Demonstrated experience record over the past 10 years	15	
	3	Experience in Palm Springs, Coachella Valley area, and/or Riverside County	5	
	4	Three completed projects which are similar to the envisioned Project	5	
	5	Financial Plan for the provision of supportive services	5	
	6	Narrative regarding tenants' wellbeing	5	
	7	Approval documentation	None; Threshold Requirement	
F. Project				205
	1	Narrative	None; Threshold Requirement	

2	Number of Units	30
	<p><u>NOTE:</u> 72 total units achieves maximum score.</p> <p>73 to 75 units: 3 points below maximum score. 69 to 71 units: 3 points below maximum score. 76 to 78 units: 6 points below maximum score. 66 to 68 units: 6 points below maximum score. More than 75 units OR less than 66 units: no points.</p>	
3	Project Design	30
4	Parking	30
	<p><u>NOTE:</u></p> <p>1) A parking ratio of .75:1 (spaces: total units) or greater achieves maximum score. 2) Per RFP Section IV(B)3, Respondents can assume for the time being that the Church will contribute 14 spaces to the Project. These 14 spaces may be included in the calculation of the parking ratio.</p> <p>.74:1 to .70:1, 3 points below maximum score. .69:1 to .60:1, 6 points below maximum score. Less than .60:1, no points.</p>	
5	Financial Feasibility as demonstrated via proforma financial model	30
6	Development schedule	5
7	ENA deposit terms	10
8	Additional Narratives	10
9	Estimated Remuneration (as displayed in proforma financial model, above)	60

MAXIMUM TOTAL POSSIBLE POINTS	415
--------------------------------------	------------

EXHIBIT B: GGA+ DOCUMENTS: 1) FEASIBILITY AND CONCEPT DEVELOPMENT, 2) PROJECT SUMMARY, AND 3) INDIVIDUAL BOARDS

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UMC PALM SPRINGS SENIOR HOUSING

FEASIBILITY STUDY + CONCEPT DEVELOPMENT

CONCEPT DEVELOPMENT
08/16/2023



SUMMARY OF TEST FIT

LOT SIZE - 87,120 SF (2 AC)
ZONING - HR (UPZONE REQUIRED)
HEIGHT - 35 FT (3 STORIES)
DENSITY - 80% BONUS FOR 100% AFFORDABLE HOUSING [PER CAL DENSITY BONUS LAW (DBL)]

CONCESSIONS -
1. LOT DIMENSIONS
2. PARKING ON SETBACKS
3. REDUCTION IN PARKING LANDSCAPE BUFFERS
4. TBD - POSSIBLE USE TO OFFSET LANDSCAPE AREA REQUIREMENT

SUMMARY OF REQUIREMENTS

TCAC REQUIREMENTS

- 1000 SF Common Areas for \leq 60 units, 1400 SF Common Areas for $>$ 60 units
- (Rental Office, Community Room, Service Space, Computer Labs, Gym) - NO SPECIFIC TCAC REQUIREMENTS
- Laundry Room (1 W/D per 15 units)
- 1/2 of all Low Income units shall be mobility accessible
- 1 Elevator minimum per building
- 450 SF minimum for 1 bedroom units

GENERAL PLAN REQUIREMENTS (HR REQUIREMENTS)

- Landscaped Open Space shall be 45% of the Site Area (39,204 SF) - POSSIBLE USE OF DBL CONCESSION #4

PARKING REQUIREMENTS (PER GENERAL PLAN)

- There shall be a landscaped area 9 FT wide minimum between 5 parking spaces - DBL CONCESSION #3
- 40% minimum percentage of total parking area to be shaded
- One-way driveways shall be 14 FT minimum wide and two-way driveways shall be 24 FT minimum wide
- First parking space shall be 10 FT minimum from property line adjacent to street - DBL CONCESSION #2
- Parking shall be located minimum 5 FT from building
- No parking shall be closer than 6 FT from a side or rear lot line



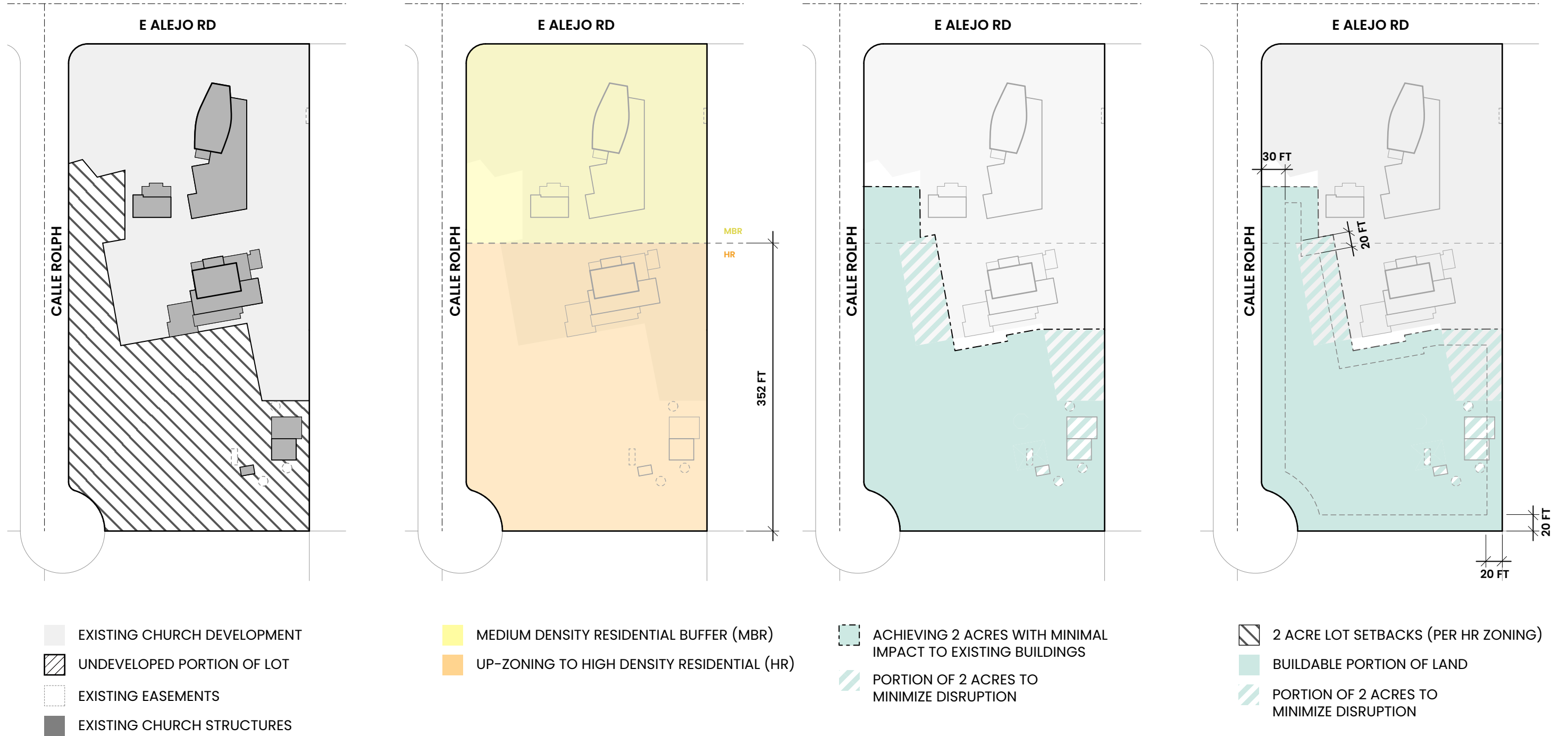
PROJECT INFORMATION

Project Name:

UNITED METHODIST CHURCH OF PALM SPRINGS - 1555 E ALEJO RD

	EXISTING ZONING		PROPOSED UP-ZONING
	100% Affordable (Low Income) - 80% AMI		100% Affordable (Low Income) - 80% AMI
Address	1555 E Alejo Rd, Palm Springs 92262		1555 E Alejo Rd, Palm Springs 92262
Lot Area	87,120 SF		87,120 SF
Lot Dimenions	Irregular*		Irregular*
Zoning	MBR		HR
Front Setback (Residential)	25 FT		30 FT
Side Setback (Residential)	15 FT HEIGHT FOR ONE STORY OR SETBACK ≥ HEIGHT OF BLDG		20 SF
Rear Setback (Residential)	20 FT		20 FT
Max Stories			
Max Height	15 FT OR 24 FT (PROVIDED THAT SECOND STORY IS 50% OF ENCLOSED GROUND FLOOR)	UPZONE →	35 FT
Density	15 du/ac		30 du/ac
<i>Base Unit Count</i>	30 units		60 units
<i>Senior Housing Density Bonus</i>	--		--
<i>Low Income Density Bonus</i>	80%		80%
<i>Number of Incentives/ Concessions</i>	4		4
<i>Density Bonus Unit Count</i>	24 units		48 units
Total Unit Count	54 units		up to 108 units
Parking (Automobile)	0 parking required per DBL		

DENSITY CALCULATIONS
08/16/2023



SITE ANALYSIS DIAGRAMS
08/16/2023

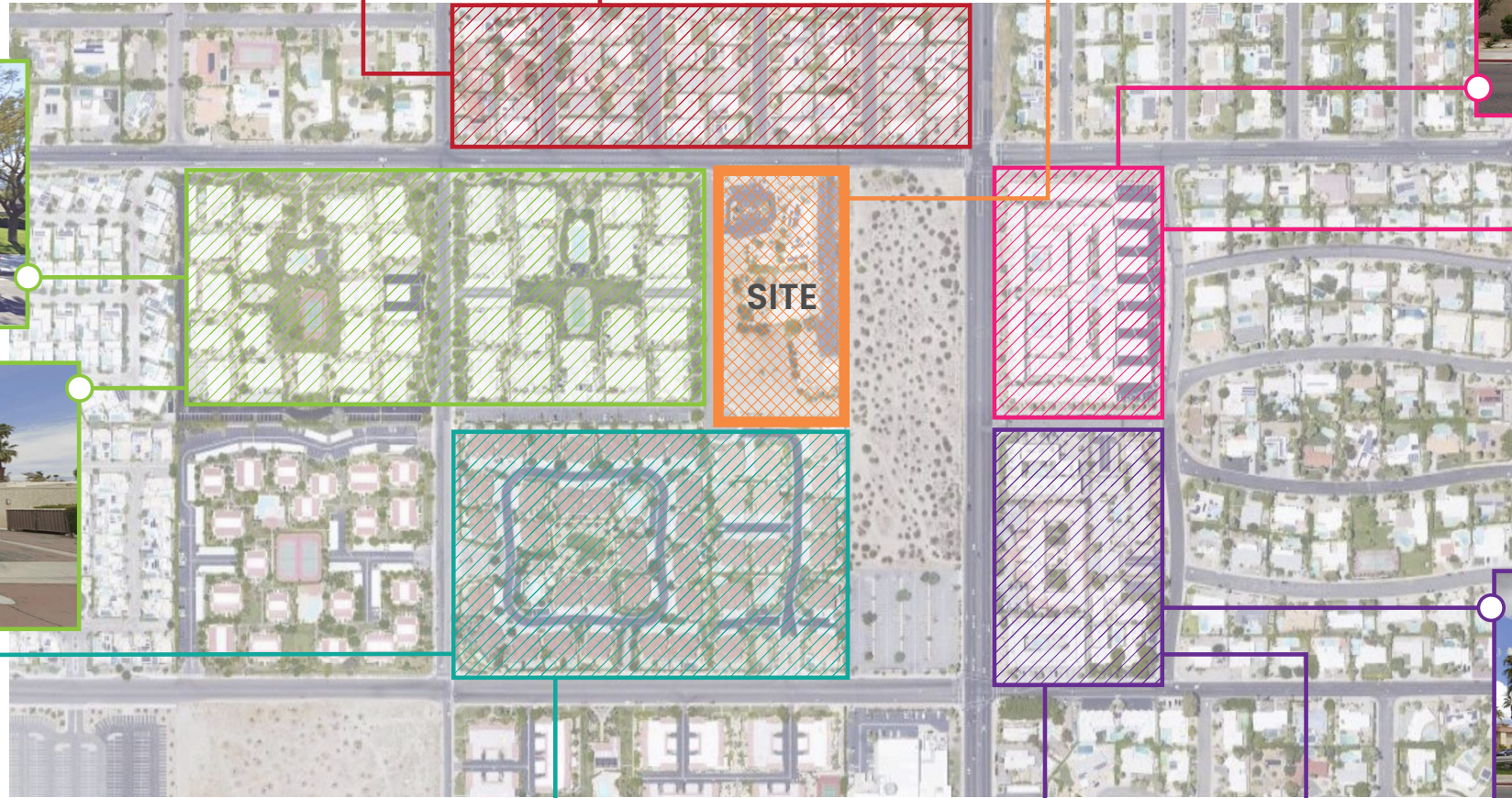
1 STORY SINGLE FAMILY HOMES



2 STORY APARTMENT COMPLEX



1 STORY HOUSING COMPLEX



3 STORY APARTMENT COMPLEX



2 STORY HOUSING COMPLEX

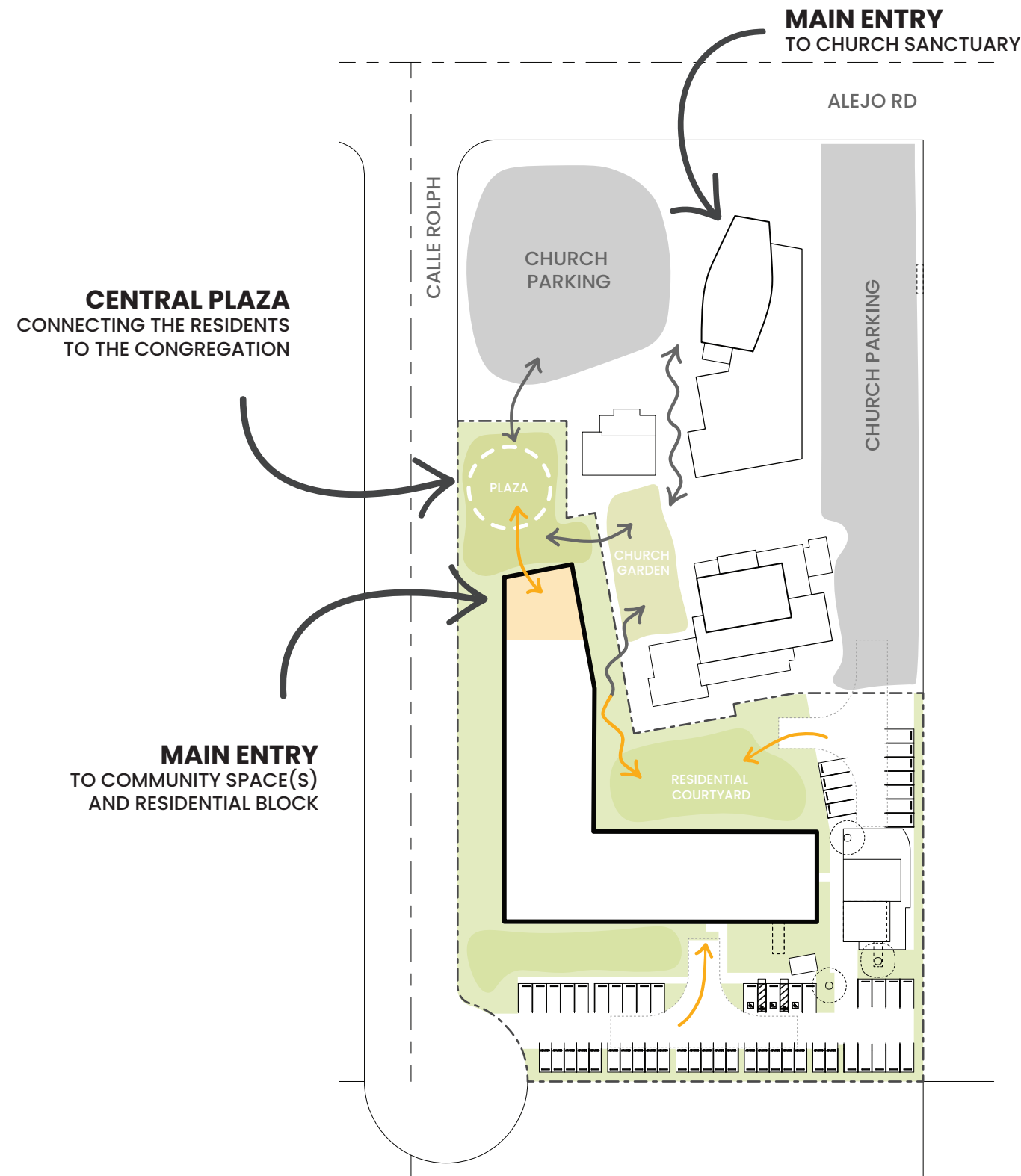


2 STORY APARTMENT BUILDING



2 STORY SENIOR HOUSING





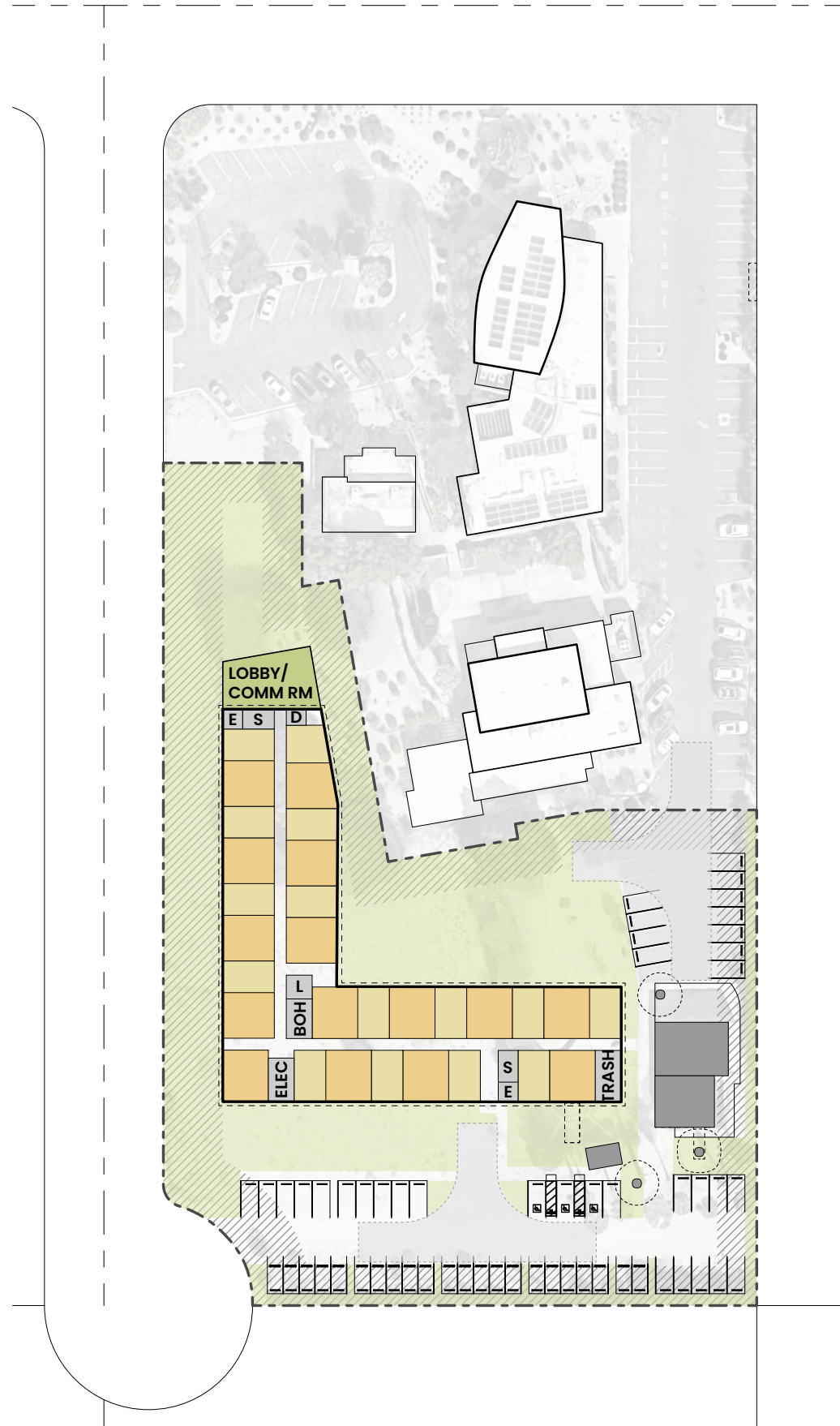
SITE PLANNING STRATEGY

GOALS

1. Calculate density scenarios that include California Density Bonus Law bonus for 100% Affordable Housing
2. Determine if upzoning from current MBR designation is required
3. If upzoning, establish where the zone-split would need to occur
4. Minimize the disruption to existing church elements
5. Avoid existing and new easements
6. Building mass not to exceed 3-stories - keeping to 2-stories as much as feasible
7. Fit 60-72 units on site with a mix of studio and 1 bedroom units
8. Provide parking at a ratio of approximately .75 spaces per unit
9. Foster connection between residents and congregation

SITE CONCEPT DIAGRAM + GOALS

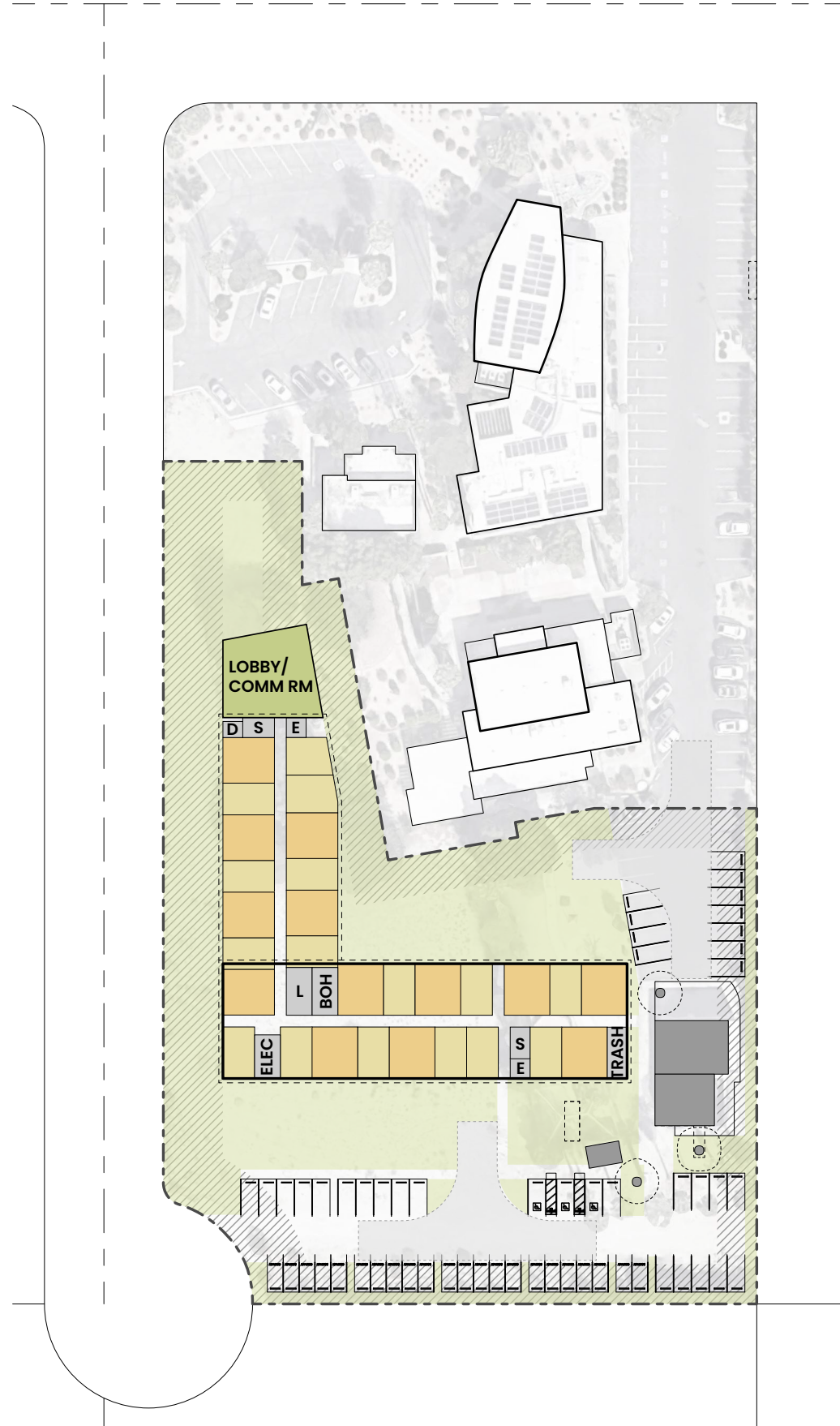
08/16/2023



60 UNITS (2 STORIES)

50% STUDIO (30 TOTAL) / 50% 1 BED (30 TOTAL)
 56 PARKING SPACES (.93 PER UNIT)
 22 COMPACT SPACES (40% OF TOTAL)
 40,275 SF GROSS BLDG AREA
 40,250 SF OPEN SPACE (39,204 SF REQUIRED)

SCHEME #1
 CONCEPT DEVELOPMENT
 08/16/2023



75 UNITS (2-3 STORIES)

55% STUDIO (41 TOTAL)/ 45% 1 BED (34 TOTAL)
 56 PARKING SPACES (.75 PER UNIT)
 22 COMPACT SPACES (40% OF TOTAL)
 51,450 SF GROSS BLDG AREA
 40,240 SF OPEN SPACE (39,204 SF REQUIRED)

SCHEME #2
 CONCEPT DEVELOPMENT
 08/16/2023



Project Summary

Project	United Methodist Church of Palm Springs (UMCPS) 1555 East Alejo Road, Palm Springs, CA 92262 Senior Housing Test Fit & Concept Study
Project No.	23964
Date	08/17/2023
To	Patty Slough, Affordable Housing Engagement Team
From	Henry Moseley, AIA / GGA+
Subject	Summary of Findings from the Senior Housing Test Fit & Concept Study

1.0 Background

- 1.1 At the request of the UMCPS Affordable Housing Engagement Team (AHET), with guidance provided by LeSar Development consultants, GGA+ was tasked with studying the feasibility of placing a Multifamily Senior Housing Development on the existing UMCPS 4-acre property. The overarching vision for this development, as expressed by the AHET, is for a design that facilitates community and connection between residents and the congregation.
- 1.2 Direction provided to GGA+ requested the following:
 - A. Minimal, if any, disruption to existing site improvements, including to existing and future site easements located at the southeast of the property.
 - B. Achieving financial viability in the form of 60 or more dwelling units, including potential tax credit regulation design requirements.
 - C. Review of current land use regulations to determine the allowable density per the property's current MBR zoning designation in concert with provisions of the California Density Bonus Law (DBL).
 - D. Determination of the need to upzone to an HR zoning designation based on the outcome of Item-C and calculating corresponding density inclusive of the DBL.
 - E. Test fit scenarios for achieving the minimum 60 units and additional higher densities per Item-D.
 - i. Subsequent direction from the AHET requested achieving between 60-72 units with a mix of studios & 1-bedrooms and a parking ratio of 0.75 spaces per unit.
 - F. Provide recommendation for the location of a future lot split into two parcels: one containing the existing church buildings, the other for placing the future housing development and related Improvements.
 - F. Provide material for the AHET to use in presenting to the congregation and other stakeholders.



2.0 Summary of MBR Zoning -- as currently zoned.

- 2.1 The entirety of the existing UMPCS property is contained within the City of Palm Springs Section-14 Specific Plan Area and is designated as MBR (*Medium Density Residential Buffer*) zone.
- 2.2 **Density:** Assuming the lot is split to provide the housing development with a new 2-acre parcel (*see Lot Size section 5.0 for requirements*), the MBR base density ratio of 15 dwelling units per acre results in a total of 30 dwelling units allowed.

Applying the 80% bonus provided by the DBL for 100% Affordable Housing, the resulting allowable density is 54 units. (*See Density Bonus Law section 4.0.*)

- 2.3 **Height:** MBR zoning allows for 15 feet in height. The height may increase up to 24 feet with the condition that the second story does not exceed 50% of the footprint of the ground floor.
- 2.4 **Setbacks:** MBR zoning requires a front setback of 25 feet, rear setback of 20 feet, and side setbacks 15 feet for a single-story or equal to or greater than the building height for a two-story building.
- 2.5 **Finding:** The existing MBR zoning will not achieve the requested minimum of 60 dwelling units. In addition, the MBR zone height restrictions will make unlikely the ability to achieve the allowed 54 units within a 1.5 story building. An upzoning to HR will be required to achieve a density greater than 54 units.

3.0 Summary of HR Zoning -- requires up-zoning.

- 3.1 To achieve a greater density than allowed by MBR zoning, the new 2-acre parcel resulting from a lot-split (*see Lot Size section 5.0*) will need to be upzoned to the higher density HR (*High Density Residential*) zone. The parcel containing the existing church buildings may remain as an MBR zone. The proposed demarcation line of the resulting zone-split is provided on the *Site Analysis Diagrams* sheet included in the *Feasibility and Concept Development* package.

- 3.2 **Density:** With a 2-acre parcel, the HR base density ratio of 30 dwelling units per acre results in a total of 60 dwelling units allowed.

Applying the 80% bonus provided by the DBL for 100% Affordable Housing, the resulting allowable density is 108 units. (*See Density Bonus Law section 4.0.*)

- 3.3 **Height:** HR zoning allows for 35 feet in height.
- 3.4 **Setbacks:** HR zoning requires a front setback of 30 feet, rear setback of 20 feet, and side setbacks of 20 feet.



3.5 **Finding:** HR upzoning alone will achieve the requested minimum of 60 dwelling units. Application of the DBL will allow for a greater density up to 108 units. The 35-foot height limit provides an opportunity to increase density and exceed the minimum of 60 units needed for financial viability of the project.

4.0 **Density Bonus Law (DBL)**

4.1 For 100% affordable housing developments, the California Density Bonus Law provides an 80% bonus over the base density allowed by a jurisdiction's land use regulations. (See *Density sections 2.2 & 3.2 for application of DBL.*)

4.2 These project types are granted four concessions that allow for deviations from local development standards.

4.3 They are also afforded waivers of development standards if it can be demonstrated they will make the construction of a project infeasible at the density permitted.

4.4 The DBL grants a reduction in parking standards to require zero parking for 100% Affordable Housing developments. Any parking provided is at the discretion of the developer.

5.0 **Lot Size**

5.1 The Palm Springs Land Use Code requires a minimum lot area of 2-acres.

5.2 It requires that each lot in an HR zone have a minimum width of 130 feet and a minimum depth of 155 feet.

5.3 §94.06.01 provides for modifying lot standards through a minor modification process. This would allow for a reduction of up to 10% from the standards.

5.3 **Finding:** An even lot split of the existing 4-acre parcel will result in two 2-acre parcels, each conforming to the code's minimum lot area requirement. Meeting the minimum lot dimensions, however, will be difficult to achieve with the goal of separating entirely the church improvements from the housing development. The resulting shape of the new parcel will have an irregular boundary line of varied nonconforming dimensions as it jogs around the existing improvements. This nonconformance can be rectified by using one DBL concession. (See *Density Bonus section 4.0.*)

6.0 **Parking**

6.1 As noted in section 4.4 of this document, the DBL reduces required parking to zero for 100% Affordable Housing developments. Any parking provided will be at the behest of the project developer/owner rather than the local jurisdiction.

6.2 Palm Springs parking design standards require a minimum of 40% of total parking to be shaded and that a minimum 9-foot wide landscaped area be provided between



every 5 parking spaces. These standards also prohibit placing parking closer than 6 feet from a side or rear property line.

- 6.3 **Finding:** GGA's test-fit studies have determined that the irregular lot shape (see *Lot Size section 5.3*) will be difficult to park at the desired 0.75 spaces per unit ratio after placement of the residential building and consideration of the easements. These studies have determined that parking at this ratio can be achieved by reducing the required 9-foot landscaped areas and placing the parking closer than 6-feet from the property line. (Refer to *schemes 1 and 2* included in the *Feasibility and Concept Development* package for use of this solution.) A second and third DBL concession will need to be used to proceed accordingly.

7.0 Landscape

- 7.1 HR development guidelines require that 45% of a site area (0.9 acres of a 2-acre parcel) is provided as landscaped open space.

Finding: GGA's test-fit studies have determined that complying with this requirement is likely possible. However, as the project is further refined in subsequent design phases, this likelihood may diminish. In such an occurrence, the fourth DBL concession or a waiver may be used to offset this mandate.

8.0 Adjacencies

- 8.1 The UMCPS property is bordered by 1-story single family houses to the north, 2 and 3 story apartment buildings to the east, 2-story apartment buildings and houses to the south, and 1-story houses to the east.

Finding: The future Senior Housing Development should consider the scale of the site's adjacencies in the development of its massing. GGA's concept schemes included in the *Feasibility and Concept Development* package have made use of a stepped massing, ranging from 1 up to 3 stories in response to the varied scale of the neighboring uses. The studies have determined that an increase in unit density above 60 units will most likely require use of a partial third story or more.

9.0 Test-Fits and Concept Schemes

Note: Refer to the site concept diagram and concept development *schemes 1 and 2* included in the *Feasibility and Concept Development* package.

- 9.1 With the goal of facilitating community and connection between residents and the congregation, GGA's concept for a future development proposes an L-shaped building that embraces the existing church buildings and adds to the campus like quality provided by the arrangement of the buildings.

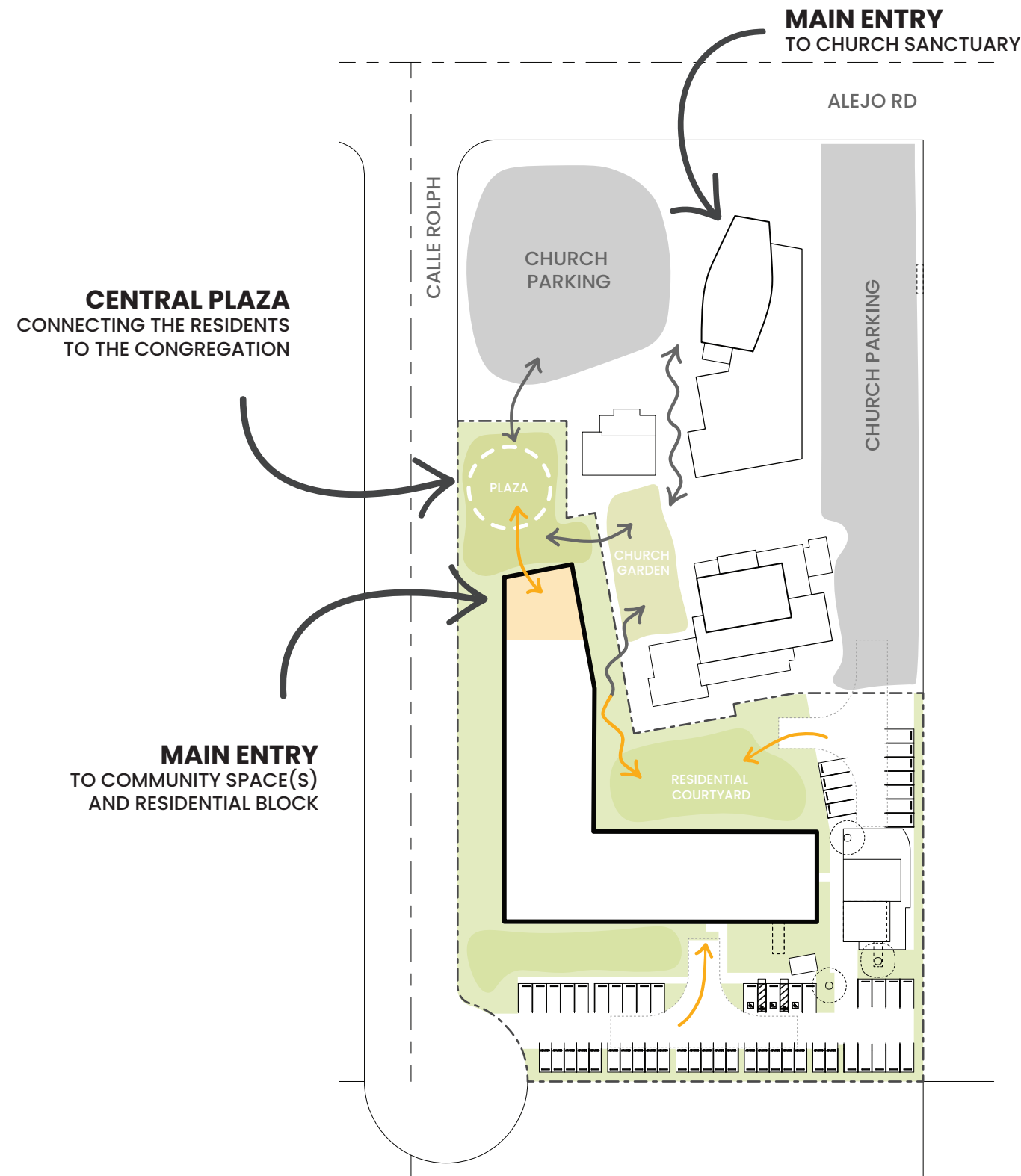
The L-shaped mass of the new residential building steps down from either 2 or 3 stories, depending on the unit density, to a single-story component that fronts a new central plaza and contains the residential lobby and community spaces that could host activities for residents and members of the congregation & surrounding community to enjoy. The plaza acts as a hub from which radiate the new and existing buildings and through which one can navigate into the compound. A landscaped open space surrounds the new development and merges into and extends the



existing church garden. This landscaped element is intertwined throughout the compound, connecting and softening the spaces between buildings. Outdoor amenities might be provided in the gardens to enjoy in the early mornings, evenings, and the winter months.

- 9.2 GGA's test fit studies have found that 60 dwelling units can be contained to a 2-story structure. Increasing the unit count will require adding a partial third story that will comply with the up-zoned HR standards and provide approximately 75 units.. A DBL concession or waiver could be used to add more than 3 stories if needing to maximize the density up to 180 units.

--End of Summary--



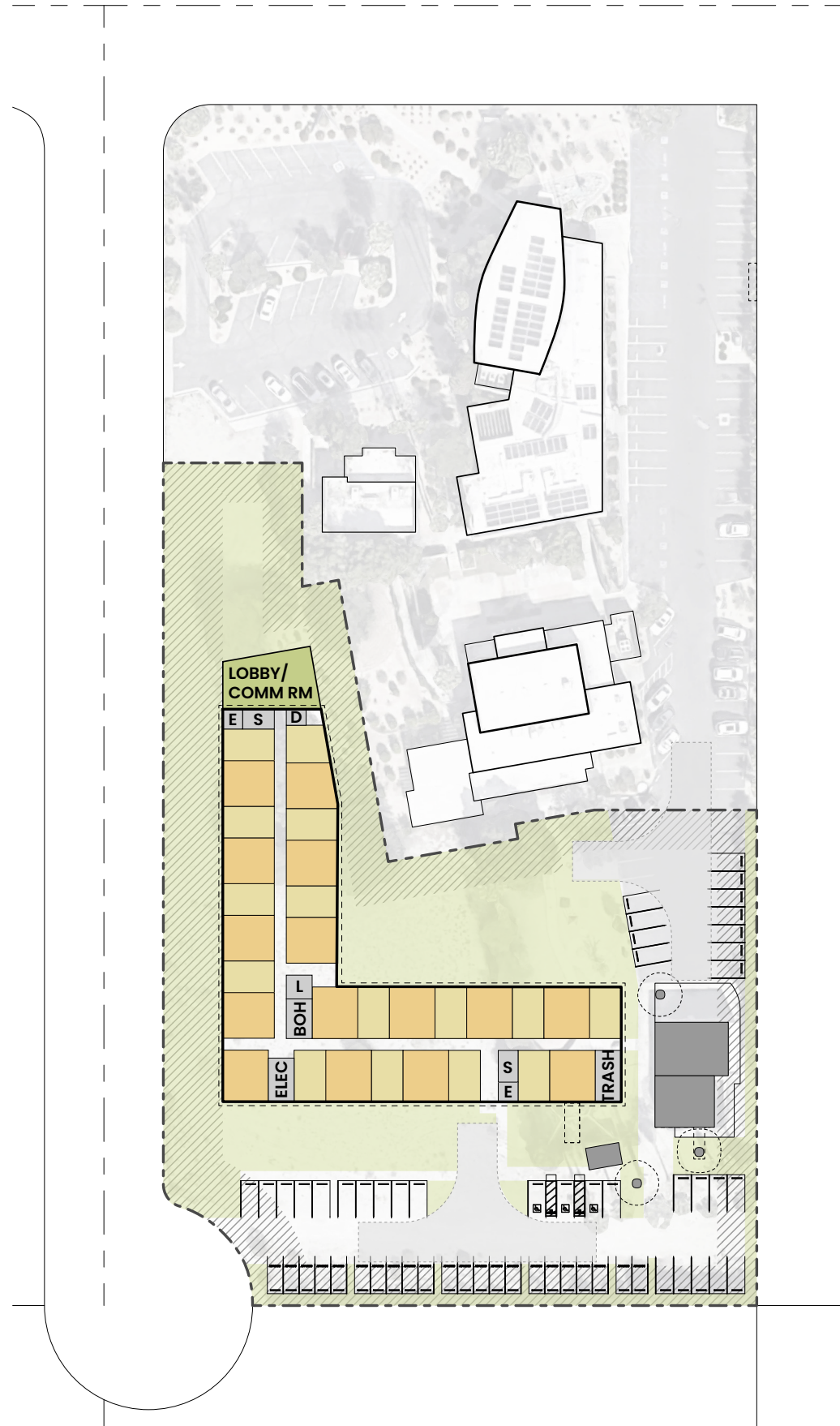
SITE PLANNING STRATEGY

GOALS

1. Calculate density scenarios that include California Density Bonus Law bonus for 100% Affordable Housing
2. Determine if upzoning from current MBR designation is required
3. If upzoning, establish where the zone-split would need to occur
4. Minimize the disruption to existing church elements
5. Avoid existing and new easements
6. Building mass not to exceed 3-stories - keeping to 2-stories as much as feasible
7. Fit 60-72 units on site with a mix of studio and 1 bedroom units
8. Provide parking at a ratio of approximately .75 spaces per unit
9. Foster connection between residents and congregation

SITE CONCEPT DIAGRAM + GOALS

08/16/2023



60 UNITS (2 STORIES)

50% STUDIO (30 TOTAL) / 50% 1 BED (30 TOTAL)
 56 PARKING SPACES (.93 PER UNIT)
 22 COMPACT SPACES (40% OF TOTAL)
 40,275 SF GROSS BLDG AREA
 40,250 SF OPEN SPACE (39,204 SF REQUIRED)

SCHEME #1
 CONCEPT DEVELOPMENT
 08/16/2023

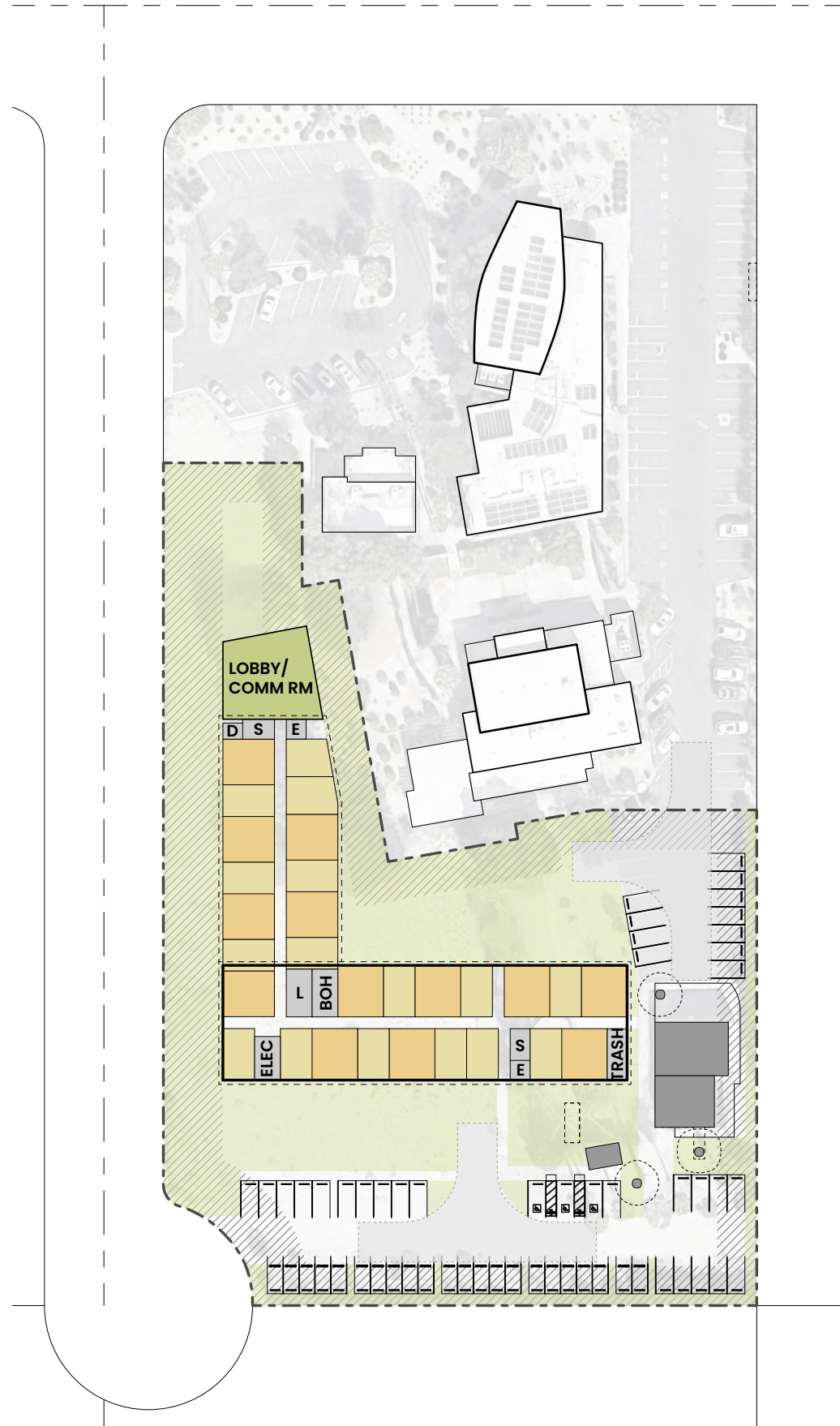


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SCHEME #1
CONCEPT DEVELOPMENT
08/16/2023



75 UNITS (2-3 STORIES)

55% STUDIO (41 TOTAL)/ 45% 1 BED (34 TOTAL)
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 51,450 SF GROSS BLDG AREA
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SCHEME #2
 CONCEPT DEVELOPMENT
 08/16/2023



75 UNITS (2-3 STORIES)

55% STUDIO (41 TOTAL)/ 45% 1 BED (34 TOTAL)
56 PARKING SPACES (.75 PER UNIT)
22 COMPACT SPACES (40% OF TOTAL)
51,450 SF GROSS BLDG AREA
40,240 SF OPEN SPACE (39,204 SF REQUIRED)



SCHEME #2
CONCEPT DEVELOPMENT
08/16/2023

EXHIBIT C: AERIAL MAP OF EXISTING IMPROVEMENTS

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UMCPS AFFORDABLE HOUSING PROJECT

Existing Improvements

ALEJO ROAD

Church Parking
(29 Spaces)

Sanctuary
&
Office

Church Parking
(79 Spaces)

Multi-Purpose
Building

Multi-Purpose/
Fellowship
Building

Garden

Garage

Cell Towers

Auxiliary
Cell Tower
Buildings

Vehicular
12' Access

AT&T
Fiber Optic

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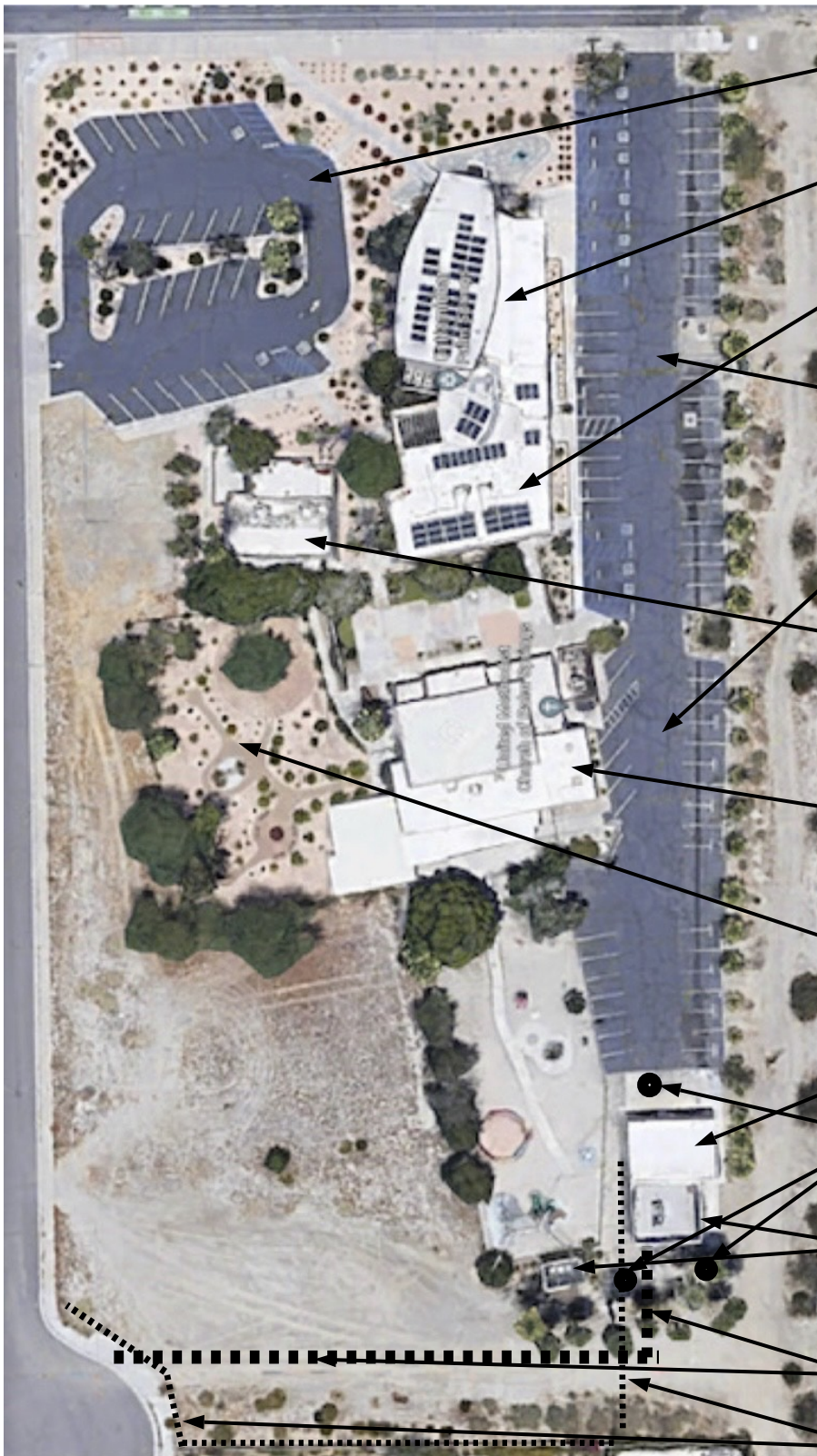


EXHIBIT D: 1) PLOTTED EASEMENTS, 2) UMCPS GRANT OF RIGHT-OF-WAY, 3) PRELIMINARY TITLE REPORT AND RELATED AVAILABLE DOCUMENTS.

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After Recording
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City Clerk
City of Palm Springs
Box 2743
Palm Springs, CA 92263

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Pursuant to Government Code Section 6103, this document is being recorded as a benefit to the City of Palm Springs and recording fees shall not apply.

File No. R - 06 - 020

NO DOCUMENTARY STAMPS NEEDED

GRANT OF RIGHT-OF-WAY

For a valuable consideration, receipt of which is hereby acknowledged, The ^{CR}United Methodist Church of Palm Springs, Inc., a California non-profit religious corporation, GRANTOR, hereby grants to the City of Palm Springs, a California charter city, GRANTEE, a right-of-way for streets, highways, underground sewers, public utility installations and other appurtenant uses, together with the right to construct, maintain, repair, operate, use, dedicate or declare the same for public use, in, on, under, over and across the real property in the City of Palm Springs, County of Riverside, State of California, described as follows:

Being over the land described in Exhibit "A" and shown on Exhibit "B" attached hereto and made a part hereof.

Dated: June 5, 2006

The ^{CR}United Methodist Church of Palm Springs, Inc., a California non-profit religious corporation

By [Signature]
Signature Hubert M. Thompson
President-Board of Trustees, United Methodist
Printed Name/Title Church of Palm Springs, Inc.


~~By _____
Signature _____
Printed Name/Title _____~~

ALL-PURPOSE ACKNOWLEDGMENT

State of California
 County of Riverside
 On June 5, 2006 before me, Carrie Rovney, Notary Public
 Date Name, Title of Officer
 personally appeared Hubert M. Thompson
 NAME(S) OF SIGNER(S)

personally known to me - OR -
 proved to me on the basis of satisfactory evidence to be the persons~~(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.

Witness my hand and official seal.
Carrie Rovney
 Signature of Notary



CAPACITY CLAIMED BY SIGNER
 INDIVIDUAL(S)
 CORPORATE OFFICER(S) _____ TITLE(S)
 PARTNER(S)
 ATTORNEY-IN-FACT
 TRUSTEE(S)
 SUBSCRIBING WITNESS
 GUARDIAN/CONSERVATOR
 OTHER _____

SIGNER IS REPRESENTING:

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:
 Title or Type of Document Grant of Right-of-Way
 Number of Pages 3 plus statement DATE of DOCUMENT June 5, 2006
 Signer(s) Other Than Named Above none





LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

<http://riverside.asclrec.com>

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: CARRIE POWNEY

Commission #: 1648583

Place of Execution: RIVERSIDE COUNTY, CA.

Date Commission Expires: MAR. 26, 2010

Date: 6/08/06

Signature: *Felipe Primera*

Print Name: FELIPE PRIMERA



EXHIBIT "A"
RIGHT OF WAY DEDICATION

A PORTION THE WEST ONE HALF OF THE NORTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PALM SPRINGS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF THE RIGHT OF WAY OF CALLE ROLPH AS GRANTED TO THE CITY OF PALM SPRINGS BY DEED RECORDED NOVEMBER 19, 1965 AS INSTRUMENT NO. 131552, THENCE ALONG THE SOUTHERLY LINE OF THE SAID WEST ONE HALF OF THE NORTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 14 SOUTH $89^{\circ}55'15''$ EAST A DISTANCE OF 45.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET, A RADIAL LINE TO SAID CURVE BEARING NORTH $89^{\circ}55'15''$ WEST;

THENCE ALONG THE ARC OF SAID CURVE NORTHWESTERLY AN ARC DISTANCE OF 60.36 FEET THROUGH A CENTRAL ANGLE OF $69^{\circ}10'04''$ TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 20.00 FEET, A RADIAL LINE TO SAID CURVE BEARING NORTH $20^{\circ}54'41''$ EAST;

THENCE ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 24.11 FEET THROUGH A CENTRAL ANGLE OF $69^{\circ}04'30''$ TO A POINT ON THE EASTERLY RIGHT OF WAY OF SAID CALLE ROLPH;

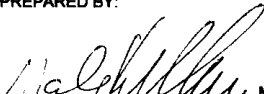
THENCE ALONG THE EASTERLY RIGHT OF WAY OF SAID CALLE ROLPH SOUTH $00^{\circ}00'49''$ EAST A DISTANCE OF 65.39 FEET TO THE POINT OF BEGINNING.

SAID PORTION CONTAINS 1,758 SQUARE FEET, MORE OR LESS.

THE ABOVE DESCRIPTION BEING SHOWN ON THE ATTACHED EXHIBIT "B" AND HEREBY BEING MADE A PART HEREOF.



PREPARED BY:


DALE KELLEHER LS 6687

May 23, 2006

EXP 6-30-06

FILE NO.:
R-06-020

SHEET NO.
1 OF 2

D:\AASURVEY\7003.061\dwg\ROW_METHROWDED.doc



2006-0417315
06/08/2006 08:00A
4 of 5

EXHIBIT "B"

N89°51'30"W 659.10'

50' ALEJO ROAD

N00°00'49"W 656.26'

N00°00'49"W 586.18'

520.79'

CALLE ROLPH

65.39'

30.00'

N89°55'15"W 75.00'

$\Delta=69°04'30"$
R=20.00'
L=24.11'

N20°54'41"E(PRC)

$\Delta=69°10'04"$
R=50.00'
L=60.36'

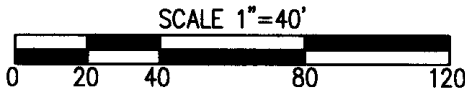
W 1/2 NE 1/4
NE 1/4 NE 1/4
SEC. 14 T4S R4E

N89°55'15"W(R)

P.O.B.

45.00'

RIGHT OF WAY OF
CALLE ROLPH
DEDICATED BY
DEED RECORDED
NOV. 19, 1965 AS
INST. NO. 131552



2006-0417315
06/06/2006 06:06P
5 of 6



CITY OF PALM SPRINGS
PUBLIC WORKS & ENGINEERING
DEPARTMENT

DEDICATION OF
RIGHT-OF-WAY

LEGAL DESCRIPTION:

SEE EXHIBIT "A"

DESIGN BY:

DFK

SCALE:

1" = 40

FILE NO.:

R-06-020

CHECKED BY:

RM

W.O. #

7003.061

SHEET NO.:

2 OF 2



City of Palm Springs

Office of the City Clerk

3200 E. Tahquitz Canyon Way • Palm Springs, California 92262
Tel: (760) 323-8204 • Fax: (760) 322-8332 • Web: www.ci.palm-springs.ca.us

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by

GRANT OF RIGHT-OF-WAY - R06-020

dated: June 8, 2006

from,

The United Methodist Church of Palm Springs, Inc.

Grantor, to the City of Palm Springs, a municipal corporation and charter city, Grantee, is hereby accepted by the City Clerk of said City of Palm Springs, on this 8th day of June 2006, pursuant to authority granted by the City Council of said City, by Resolution No. 20255 made on the 16th day of January, 2002, and the Grantee consents to recordation thereof by the City Clerk, its duly authorized officer.

Dated at Palm Springs, California, this 8th day of June 2006.


JAMES THOMPSON
City Clerk

(seal)

Rev. 1/03



2006-0417315
06/08/2006 08:00A
6 of 6

DOC # 2007-0595225

09/21/2007 08:00A Fee:16.00

Page 1 of 4

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

Sprint Nextel

AND WHEN RECORDED MAIL TO:

310 Commerce
Irvine, CA 92602
Attn: Rosie Frederick



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			4				1		
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM 010
						T:	CTY	UNI	

Space above this line for recorder's use only

TRA:
DTT:

17



Memorandum of Agreement- CA5309/ Paseo Point

Title of Document

THIS AREA FOR
RECORDER'S
USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3:00 Additional Recording Fee Applies)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Nextel Communications
310 Commerce
Irvine, CA 92602
Attn.: Property Management

MEMORANDUM OF AGREEMENT
CA5309a / Paseo Point
APN: 508-060-004

This MEMORANDUM OF AGREEMENT is entered into on this 29 day of July 2005, by Methodist Church of Palm Springs, a California non-profit organization with an address at 1555 E. Alejo Road Palm Springs CA 92263 (hereinafter referred to as "**Owner**" or "**Landlord**") and NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications, with an office at 310 Commerce, Irvine, CA 92602 (hereinafter referred to as "**Nextel**" or "**Tenant**").

1. Landlord and Nextel entered into a Communications Site Lease Agreement ("**Agreement**") dated as of 7/29 2005, effective upon full execution of the parties ("**Effective Date**") for the purpose of Nextel undertaking certain Investigations and Tests and, upon finding the Land appropriate, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The term of Nextel's tenancy under the Agreement is for five (5) years commencing on the start of construction of the Tenant Facilities or twelve (12) months following the Effective Date, whichever first occurs ("**Term Commencement Date**"), and terminating on the fifth anniversary of the Term Commencement Date with four (4) successive five (5) year options to renew.

3. The Land that is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Tenant and all necessary access and utility easements (the "**Premises**") are set forth in the Agreement.

In witness whereof, the parties have executed this Memorandum of Agreement as of the day and year first written above.

LANDLORD:

Methodist Church of Palm Springs

By: 

Name: Hubert Thompson

Title: President, Board of Trustees

Date: _____

TENANT:

NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications

By: 

Name: Eric M. Woodruff

Title: Director, Site Development

Date: 7/29/05

STATE OF California

COUNTY OF Riverside

On July 11, 05, before me, Carrie A. Hightower Notary Public, personally appeared Hubert Thomas personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Carrie A. Hightower (SEAL)
Notary Public



My commission expires: Nov 10, 2005

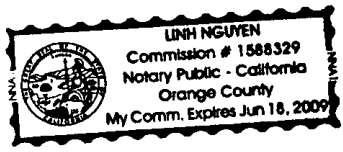
STATE OF California

COUNTY OF Orange

On July 29, 05, before me, Linh Nguyen Notary Public, personally appeared Eric M. Wood personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Lin Nguyen (SEAL)
Notary Public



My commission expires: June 18, 2009

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated 7/29, 2005, by and between, Methodist Church of Palm Springs, a California non-profit organization as Landlord and NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications, as Tenant.

The Land is described and/or depicted as follows (metes and bounds description):

APN: 651-591-035

the following described real property in the City of Palm Springs
County of Riverside, State of California:

The West half of the Northeast quarter of the Northeast quarter of the Northeast quarter of Section 14, Township 4 South, Range 4 East, San Bernardino Base and Meridian, according to the Official Plat of said land filed in the District Land Office, April 3, 1928.

In trust, that said premises shall be used, kept, and maintained as a place of divine worship of the Methodist ministry and members of The Methodist Church; subject to the Discipline, usage, and ministerial appointments of said church as from time to time authorized and declared by the General Conference and by the Annual Conference within whose bounds the said premises are situated. This provision is solely for the benefit of the grantee, and the grantor reserves no right or interest in said premises.



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

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

NAME: Old Republic Title Company- Attn: Post Closing

ADDRESS: 530 S. Main St, Suite 1031

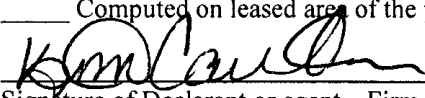
CITY/STATE/ZIP: Akron, OH 44311

TELECOMMUNICATIONS EASEMENT AND LEASE ASSIGNMENT AGREEMENT

Old Republic ESCROW NO. 16048806

APN: 508-060-038-2

TRA 011-003

CITY OF PALM SPRINGS	
Documentary Transfer Tax \$	<u>364¹⁰</u>
<input checked="" type="checkbox"/> Computed on full value of property	
<input type="checkbox"/> Computed on full value less liens and encumbrances remaining at time of sale	
<input type="checkbox"/> Computed on full value of lease surpassing the 35 year term limit	
<input type="checkbox"/> Computed on leased area of the property	
	
Signature of Declarant or agent - Firm Name	

Record and Return to:

Nana Brenyah
 TitleVest Agency, LLC
 44 Wall Street, 10th Floor
 New York, NY 10005
 TitleVest Title No.: OR-CA-541789

Prepared by:

TowerPoint Acquisitions, LLC
 Six Concourse Parkway, Suite 1450
 Atlanta, GA 30328

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TELECOMMUNICATION EASEMENT AND LEASE ASSIGNMENT AGREEMENT

THIS TELECOMMUNICATION EASEMENT AND LEASE ASSIGNMENT AGREEMENT ("Agreement") is made and shall be effective on the 28 day of October, 2016 ("Effective Date"), by and between THE METHODIST CHURCH OF PALM SPRINGS A/K/A UNITED METHODIST CHURCH OF PALM SPRINGS, A CALIFORNIA NON-PROFIT CORPORATION ("Grantor") and TowerPoint Acquisitions, LLC a Delaware limited liability company ("Grantee").

1. **Grantor's Property and the Telecom Tenant Lease.** Grantor represents and warrants that it holds fee simple title to certain real property located at 1555 East Alejo Road, Palm Springs, California 92262, as more fully described in the legal description attached hereto as Exhibit A (the "Parent Property"). Grantor and Sprint PCS Assets LLC (the "Telecom Tenant") are parties to that certain lease agreement, including all amendments and modifications thereto, cited in Exhibit B and incorporated by reference herein (the "Telecom Tenant Lease").

2. **Grant of Easement.** For the sum of ONE HUNDRED AND NO/100 DOLLARS and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge as paid on or about the Effective Date along with the purchase price pursuant to the settlement statement executed contemporaneously with this Agreement ("Purchase Price"), Grantor grants and conveys unto Grantee, its successors and assigns, an exclusive easement (subject to the Telecom Tenant Lease) for the Permitted Use defined herein, together with a non-exclusive access easement for ingress and egress to and from the exclusive easement, seven days per week, twenty-four hours per day and a non-exclusive utility easement to install, replace and maintain utilities servicing the exclusive easement, including, but not limited to the installation of power and telephone service cable, wires, switches, boxes and the like as may be required by the Permitted Use (collectively "Easement" as further described in Exhibit C). Grantor shall permit Grantee, its lessees, sublessees, licensees, successors and assigns to use the Easement for the installation, construction, operation, maintenance, repair, modification, relocation, replacement and removal of improvements and equipment ("Equipment") for the facilitation of telecommunications and other related uses ("Permitted Use"). Grantor represents that there is no pending or threatened action that would adversely affect Grantor's ability to enter into this Agreement or grant the Easement and that entering into this Agreement will not violate or conflict with any provision of Grantor's organizational documents (if Grantor is an organization) or conflict with the provisions of any agreement to which Grantor is a party. Grantor shall maintain the Parent Property in a commercially reasonable condition to allow the Permitted Use of the Easement. Grantor further represents and warrants that Grantee shall have peaceful and quiet possession and enjoyment of the Easement during the term of this Agreement without any disturbance of Grantee's possession or Permitted Use hereunder.

3. **Term.** Commencing on the Effective Date, the term of this Agreement and the Easement shall be for fifty (50) years (the "Term") and this Agreement and the Easement shall terminate on October 28, 2066. Upon notice to Grantor as provided herein, Grantee may surrender the Easement to Grantor and execute such documents reasonably required to terminate the Agreement and the Easement. Grantor may not unilaterally terminate the Agreement or Easement, but if the Easement is not used for the Permitted Use for a period of five (5) years the Easement shall be deemed abandoned and shall terminate upon Grantor's notice of such default to Grantee as provided herein. **Sections 11 and 12** shall survive expiration or termination of this Agreement and shall remain in effect in perpetuity, subject to applicable law.
4. **Assignment of Lease, Renewal and Right of Replacement.** Grantor hereby assigns to Grantee all of Grantor's right, title and interest in the Telecom Tenant Lease for the Term, including the right to renew the Telecom Tenant Lease throughout the Term hereof. Except as provided herein, Grantee agrees to assume all of Grantor's rights and obligations under the Telecom Tenant Lease. If Telecom Tenant is obligated under the Telecom Tenant Lease to pay to Grantor any fees (other than base rent and any escalations thereto) for the purpose of utility service or access or tax reimbursement, Grantor shall continue to be entitled to such fees, although Grantee may collect and distribute same to Grantor. Grantor warrants that it has delivered to Grantee true and correct copies of the Telecom Tenant Lease and that Grantor owns 100% of the lessor/landlord's interest in the Telecom Tenant Lease, including the right to collect all rent thereunder. To the best of Grantor's knowledge, no party to the Telecom Tenant Lease has breached or is in default of their respective obligations under the Telecom Tenant Lease and no party has requested or discussed a modification or termination of the Telecom Tenant Lease. If during the Term the Telecom Tenant terminates the Telecom Tenant Lease or otherwise vacates the Parent Property, Grantee may lease all or a portion of the Easement to a replacement telecommunications tenant ("Replacement Telecom Tenant") on terms consistent with the Telecom Tenant Lease and such Replacement Telecom Tenant shall occupy the Easement rather than locating on other portions of the Parent Property ("Replacement Telecom Tenant Lease").
5. **Revenue Sharing.** When a new tower co-locating telecommunications tenant ("Revenue Share Tenant"), other than a Replacement Telecom Tenant, executes a lease with Grantee for equipment space equivalent of up to 250 sq. ft. within the Easement but outside the Telecom Tenant or Replacement Telecom Tenant lease premises, which location to be approved in advance by Grantor, and commences rent payments, Grantee will collect such rent with Grantee retaining thirty percent (30%) of the gross rent collected from the Revenue Share Tenant and Grantee remitting seventy percent (70%) of the gross rent collected from the Revenue Share Tenant to Grantor. Notwithstanding the foregoing, Grantee shall be entitled to collect and retain rent from all telecommunications tenants within the Easement in an amount equal to the rent scheduled in the existing Telecom Tenant Lease and any Replacement Telecom Tenant Lease, including scheduled escalators ("Minimum Scheduled Rent"). Grantee is permitted and authorized to enter into leases with Revenue Share Tenants subject to the requirements for leasing to Replacement Telecom Tenants as set forth in **Section 4**.
6. **Grantor Cooperation and Non-interference.** Grantor hereby agrees to cooperate with Grantee and/or Telecom Tenant, Replacement Telecom Tenant and Revenue Share Tenant (collectively, "Easement Tenants") in obtaining all licenses, permits or authorizations from all applicable governmental and/or regulatory entities and in acquiring any necessary upgrades to or relocation of utility service to support the Permitted Use. In furtherance of the foregoing, Grantor hereby appoints Grantee as Grantor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf in connection with the Permitted Use. Grantor's cooperation shall be at no cost to Grantor and without requiring payment of additional rent or fees by Grantee or Easement Tenants. Grantor shall not interfere with any construction in the Easement so long as such construction is to support the Permitted Use and is proceeding pursuant to a building permit or other required municipal or governmental approvals. Grantor shall not, nor shall Grantor permit its lessees,

licensees, employees, invitees or agents to, use any portion of the Parent Property or the Easement in a way which materially interferes with the operations of the Easement Tenants who shall have peaceful and quiet possession and enjoyment of the Easement. Grantor may not directly or indirectly induce, invite, or conspire to induce or invite any Easement Tenants, or any of Easement Tenant subtenants, to use or lease space in direct competition with Grantee's Easement.

7. **Assignment.** Grantee may pledge, assign, mortgage, grant a security interest, or otherwise encumber its interest created by this Agreement. Grantee may freely assign this Agreement in part or in its entirety, and any or all of its rights hereunder, including the right to receive rent payments. Upon the absolute assumption of such assignee of all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all obligations and liabilities hereunder, provided that such assignee is commercially viable and capable of performing the obligations of the Grantee under this Agreement.
8. **Taxes and Other Obligations.** All taxes and other obligations that are or could become liens against the Parent Property or any subdivision of the Parent Property containing the Easement, whether existing as of the Effective Date or hereafter created or imposed, shall be paid by Grantor prior to delinquency or default. Grantor shall be solely responsible for payment of all taxes and assessments now or hereafter levied, assessed or imposed upon the Parent Property, or imposed in connection with the execution, delivery, performance or recordation hereof, including without limitation any sales, income, documentary or other transfer taxes. If Grantor fails to pay when due any taxes or other obligations affecting the Parent Property, Grantee shall have the right but not the obligation to pay such and demand payment therefor from Grantor, which payment Grantor shall make within ten (10) days of such demand by Grantee.
9. **Insurance.** During the Term of this Agreement, Easement Tenants shall maintain general liability insurance as required under their respective lease. Grantor shall maintain any insurance policies in place on the Parent Property or as required under the Telecom Tenant Lease.
10. **Subordination and Non-Disturbance.** Grantee agrees to subordinate this Agreement to any mortgage or deed of trust ("Security Instrument") on the Parent Property, provided the beneficiary or secured party ("Secured Party") under the Security Instrument agrees for itself and its successors in interest and assigns that Grantee's rights under this Agreement and rights to the Easement shall remain in full force and effect and shall not be affected or disturbed by the Secured Party in the exercise of Secured Party's rights under the Security Instrument during the term of the Agreement, including Grantee's right to collect and retain, in accordance with the terms of this Agreement, all rents, fees and other payments due from Easement Tenants. Such non-disturbance agreement must apply whether Secured Party exercises its rights under the Security Instrument, including foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, and any other transfer, sale or conveyance of Grantor's interest in the Parent Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.
11. **Mutual General Indemnification.** Grantor and Grantee shall each indemnify and hold harmless the other against any and all claims, damages, costs and expenses (including reasonable attorney's fees and disbursements) caused by or arising out of the indemnifying party's breach of this Agreement or the negligent acts or omissions or willful misconduct on the Parent Property by the indemnifying party or the employees, agents, or contractors of the indemnifying party.
12. **Environmental Representations and Indemnification.**
 - a. Grantor represents and warrants that, to the best of Grantor's knowledge, no pollutants or other toxic or hazardous substances, as defined under the Comprehensive Environmental

- Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. 9601 et seq., or any other federal or state law, including any solid, liquid, gaseous, or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed) (collectively, “Hazardous Substances”) have been, or shall be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape or migrate (collectively referred to as the “Release”) on or from the Parent Property. Neither Grantor nor Grantee shall introduce or use any Hazardous Substances on the Parent Property or the Easement in violation of any applicable federal, state or local environmental laws.
- b. Grantor and Grantee each agree to defend, indemnify, and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, cleanup, remedial, removal or restoration work required by any governmental authority, losses, judgments and reasonable attorneys’ fees that the indemnified party may suffer or incur due to the existence or discovery of any Hazardous Substances on the Parent Property caused by the other party. Grantee shall not be responsible for and shall not defend, indemnify or hold harmless Grantor for any Release of Hazardous Substances on or before the Effective Date.

13. Dispute Resolution and Notice.

- a. Jurisdiction and venue under this Agreement shall be in the state and county the Parent Property is located. The parties may enforce this Agreement and their rights under applicable law, and may seek specific performance, injunction, appointment of a receiver and any other equitable rights and remedies available under applicable law. Money damages may not be an adequate remedy for the harm caused to Grantee by a breach or default by Grantor hereunder, and Grantor waives the posting of a bond. Except for any damages directly attributable to Tenant’s default in remitting Revenue Share rent under Section 5 herein or any damages directly attributable to equipment installed and maintained by Grantee, damages as against Grantee shall be limited to an amount equal to the amount of Purchase Price received by Grantor under this Agreement, in addition to any insurance settlement which may have effect. The prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs. Neither party shall be liable to the other for consequential, indirect, speculative or punitive damages. Nothing contained herein shall be deemed to prevent Landlord, from seeking a separate claim for damages against Master Lease Tenant.
- b. The non-defaulting party shall provide written notice of a default under this Agreement or under an Easement Tenants’ lease, not more than thirty (30) days from discovery of the default. Grantor shall have thirty (30) days to cure the default. Grantee shall have thirty (30) days to commence cure of the default, unless the default constitutes a threat to human life.
- c. Provided that Grantee has advised Grantor in writing of the name and address of the holder of any loan which is secured by a lien on Grantee’s interest in this Agreement and/or the Easement (“Grantee’s Lender”), Grantor shall also notify Grantee’s Lender of any default by Grantee under this Agreement. Grantee’s Lender shall be given the same rights to cure as Grantee. Notwithstanding the foregoing, Grantee’s Lender shall have no obligation to cure any such default. Grantee’s Lender shall be a third party beneficiary to the provisions of this Agreement.
- d. All communications shall be delivered by certified mail, return receipt requested or a nationally recognized overnight courier to the address beneath each party’s signature block or

such other address as advised to the other party pursuant to this paragraph. Notice shall be deemed given upon receipt if by certified mail, return receipt requested or one (1) business day following the date of sending, if sent by nationally recognized overnight courier service.

14. Miscellaneous.

- a. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties to this Agreement. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the Parent Property upon which the Easement is located and be binding upon all future owners and lessees of the Parent Property and all persons claiming under them for the Term of this Agreement.
- b. **Casualty and Condemnation.** In the event of any casualty or condemnation of the Easement in whole or in part, Grantee shall be entitled to receive any insurance proceeds or condemnation award attributable to the value of the Easement.
- c. **Bankruptcy.** Grantee does not consent to rejection in bankruptcy, and Grantor shall provide notice and a copy of any bankruptcy or related filing to Grantee and Grantee's Lender.
- d. **Severability.** If any provision contained in this Agreement (or any portion of such provision) shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement (or any portion of any such provision.)
- e. **Counterparts.** This Agreement may be executed in separate counterparts with each counterpart deemed an original and all of which together shall constitute a single agreement.
- f. **Entire Agreement.** This Agreement and any documents, certificates, instruments and agreements referred to herein constitute the entire agreement between Grantor and Grantee. Without limiting the generality of the foregoing, Grantor acknowledges that it has not received or relied upon any advice of Grantee or its representatives regarding the merits or tax consequences of this Agreement.
- g. **Estoppel Certificate.** At any time during the term hereof, each party shall have the right to deliver to the other a statement of such party certifying: (i) the Agreement is unmodified and in full force and effect; (ii) whether or not any default under the Agreement exists; (iii) that there are no amounts due to the responding party from the requesting party; and (iv) any other information reasonably requested concerning the Agreement (Estoppel Certificate). The receiving party shall have ten (10) days from receipt to respond or all parties thereafter rely on the Estoppel Certificate as factually correct as to the information set forth therein.

[Signature pages and exhibits follow.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

GRANTOR: THE METHODIST CHURCH OF PALM SPRINGS
A/K/A UNITED METHODIST CHURCH OF PALM SPRINGS

Maureen Brealey, President
Maureen Brealey, President

Grantor Notice Address:
United Methodist Church of Palm Springs
PO Box 2007
Palm Springs, CA 92263
Attn: Rev. Amanda J Burr

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.

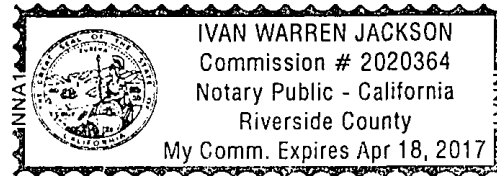
State of California
County of Riverside

On 21 October 2016 before me, Ivan Warren Jackson Notary Public
(insert name and title of the officer)

personally appeared Maureen Brealey,
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.

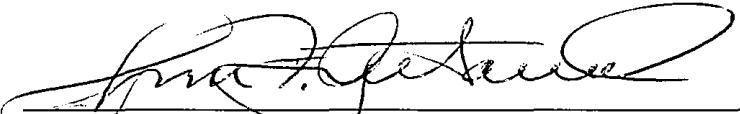
WITNESS my hand and official seal.



Signature Ivan Warren Jackson (Seal)

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

GRANTEE: TOWERPOINT ACQUISITIONS, LLC, a Delaware limited liability company



John F. Gutowski, Chief Operating Officer

Grantee Notice Address:
TowerPoint Acquisitions, LLC
Six Concourse Parkway, Suite 1450
Atlanta, GA 30328
Attn: Chief Operating Officer

With a copy to:
TowerPoint Acquisitions, LLC
Six Concourse Parkway, Suite 1450
Atlanta, GA 30328
Attn: General Counsel

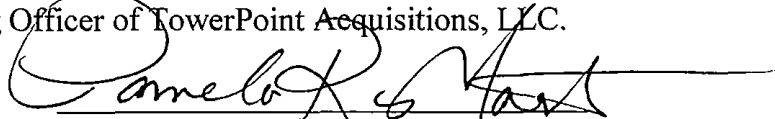
STATE OF GEORGIA

COUNTY OF FULTON

} ss.

On this 19th day of October, 2016, before me, the undersigned notary public, personally appeared John F. Gutowski, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Chief Operating Officer of TowerPoint Acquisitions, LLC.

{affix notary seal or stamp}



Notary Public
My Commission Expires: 10-19-2018

Pamela R Martin
NOTARY PUBLIC
Fulton County, GEORGIA
My Commission Expires 10-19-18

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

SITUATE IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA:

PARENT PARCEL:

THE WEST HALF OF THE NORTHEAST QUARTAR OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE, APRIL 5, 1928.

TAX I.D. NUMBER: 508-060-038-2

BEING THE SAME PROPERTY CONVEYED TO THE METHODIST CHURCH OF PALM SPRINGS, GRANTEE, FROM BOARD OF MISSIONS AND CHURCH EXTENSION OF SOUTHERN CALIFORNIA-ARIZONA ANNUAL CONFERENCE OF THE METHODIST CHURCH, GRANTOR, BY DEED RECORDED 01/22/1965, BOOK 3907, PAGE 208 OF THE RIVERSIDE COUNTY RECORDS.

EXHIBIT B

TELECOM TENANT LEASE

That certain Communications Site Lease Agreement (Ground) dated July 29, 2005 by and between Nextel of California, Inc., a Delaware corporation d/b/a Nextel Communications and Methodist Church of Palm Springs, a California non-profit corporation, as evidenced by a certain Memorandum of Agreement, aforesaid date and parties, recorded September 21, 2007 as Instrument No. 2207-0595225 in the Official Public Records of Riverside County, California.

EXHIBIT CEASEMENT AREA DESCRIPTION

In the event of a discrepancy between the area actually occupied by the Telecom Tenant's equipment and the area described below, the described area shall be understood to also include any portion of the actual used area not captured by the description or as may have been granted to the Telecom Tenant that is currently outlined in each Telecom Tenant Lease referenced in Exhibit B. Grantor or Grantee may elect to engage a professional surveyor, the product of which may be substituted upon the other party's acceptance for the contents herein. The part of the Property described in Exhibit A hereto, on which any equipment exists on the Effective Date together with the portion of the Property used and leased by Grantor as the existing lease premises under each Telecom Tenant Lease including but not limited as follows:

EXCLUSIVE EASEMENT PARCEL

ALL THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND DISC IN HANDHOLE AT THE NORTHEAST CORNER OF SAID SECTION 14; THENCE NORTH 89° 54' 02" WEST, ALONG THE NORTHERLY LINE OF SAID SECTION 14, A DISTANCE OF 329.61' TO A POINT; THENCE SOUTH 00° 02' 35" EAST, LEAVING SAID NORTHERLY LINE, ALONG THE EASTERLY LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14 AS SHOWN ON TRACT MAP NO. 33936, FILED IN BOOK 417 OF MAPS, PAGES 94 THROUGH 96, A DISTANCE OF 537.82' TO A POINT; THENCE SOUTH 88° 23' 10" WEST, LEAVING SAID EASTERLY LINE, A DISTANCE OF 19.92' TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 01° 36' 50" EAST, A DISTANCE OF 25.70' TO A POINT; THENCE SOUTH 88° 23' 10" WEST, A DISTANCE OF 7.13' TO A POINT; THENCE SOUTH 01° 36' 50" EAST, A DISTANCE OF 16.00' TO A POINT; THENCE SOUTH 88° 23' 10" WEST, A DISTANCE OF 6.00' TO A POINT; THENCE NORTH 01° 36' 50" WEST, A DISTANCE OF 16.00' TO A POINT; THENCE SOUTH 88° 23' 10" WEST, A DISTANCE OF 18.00' TO A POINT; THENCE NORTH 01° 36' 50" WEST, A DISTANCE OF 25.70' TO A POINT; THENCE NORTH 88° 23' 10" EAST, A DISTANCE OF 31.13' TO THE TRUE POINT OF BEGINNING AND CONTAINING 0.021 ACRES (896 SQUARE FEET) OF LAND MORE OR LESS.

Expanded Easement Area

That certain additional lease area measuring the equivalent total of two hundred fifty (250) square feet in a location to be determined by the telecommunications tenant collocating on that certain telecommunications tower within the existing Telecom Tenant exclusive easement parcel described above with such location approved by the Grantor, such approval not to be unreasonably withheld, conditioned or delayed.

EXHIBIT C (continued)EASEMENT AREA DESCRIPTION (continued)NON-EXCLUSIVE UTILITY EASEMENT and NON-EXCLUSIVE ACCESS EASEMENT SPACE

The part of the Property, described in Exhibit A hereto, on which any equipment exists on the Effective Date together with the portion of the Property used by utility providers and leased by Grantor as the lease premises under each Telecom Tenant Lease including but not limited as follows:

Utilities and Telecommunications. Grantee is herein granted, consistent with each Telecom Tenant Lease, a non-exclusive easement in, to, under and over the portions of the Property for ingress and egress to the Easement, shaft ways, chase ways, soffits, risers, columns, crawl spaces, rafters, or any other space for placement of cables, wiring, etc., which is necessary to install, operate and maintain the telecommunications equipment and/or personal property, together with the right to use such easement for the development, repair, maintenance and removal of utilities and/or cables providing service to the Easement and any related activities and uses.

Access. Grantee is herein granted, consistent with each Telecom Tenant Lease, all rights of ingress and egress to and from the Easement, across the Property described in Exhibit A hereto, providing access to a publicly dedicated roadway, including but not limited to East Alejo Road, along with the right to use such access easement for the development, repair, maintenance and removal of utilities providing service to the Easement and any related activities and uses.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

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

NAME: Old Republic Title Company- Attn: Post Closing

ADDRESS: 530 S. Main St, Suite 1031

CITY/STATE/ZIP: Akron, OH 44311

ASSIGNMENT AND ASSUMPTION OF LEASE AND/OR RENTS

Old Republic ESCROW NO. 16048806

APN: 508-060-038-2

TRA 011-003

CITY OF PALM SPRINGS


Documentary Transfer Tax \$ 0.00

Computed on full value of property

Computed on full value less liens and encumbrances
remaining at time of sale

Computed on full value of lease surpassing the 35 year
term limit

Computed on leased area of the property



Signature of Declarant or agent – Firm Name

Record and Return to:

Name: Nana Brenyah
 Address: TITLEVEST AGENCY, LLC
 44 Wall Street, 10th Floor
 New York, NY 10005
 TitleVest Title #: OR-CA-541789

ASSIGNMENT AND ASSUMPTION OF LEASE AND/OR RENTS

To be effective on October 28, 2016, and in consideration of One Dollar (\$1) and other good and valuable consideration paid by the undersigned party hereto executing this instrument as assignee TOWERPOINT ACQUISITIONS, LLC, a Delaware limited liability company, with principal offices at Six Concourse Parkway, Suite 1450, Atlanta, Georgia 30328 (hereinafter referred to as "Assignee") to the undersigned party hereto executing this instrument as assignor THE METHODIST CHURCH OF PALM SPRINGS A/K/A UNITED METHODIST CHURCH OF PALM SPRINGS, a California non-profit corporation, with principal offices located at P. O. Box 2007, Palm Springs, California 92263 (hereinafter referred to as "Assignor"), the receipt and sufficiency thereof being hereby acknowledged, Assignor, subject to that certain Telecommunication Easement and Lease Assignment Agreement which is recorded contemporaneous to recording of this instrument, does hereby transfer, set over and assign to the Assignee all of Assignor's right, title and interest in and to the lease(s) and/or tenancy(ies) upon certain Property owned by Assignor (Legal Description attached as Exhibit A) referenced below and in Exhibit B attached hereto, in which the Assignor has any right, title and interest currently existing and relating to:

That certain Communications Site Lease Agreement (Ground) dated July 29, 2005 by and between Nextel of California, Inc., a Delaware corporation d/b/a Nextel Communications and Methodist Church of Palm Springs, a California non-profit corporation, as evidenced by a certain Memorandum of Agreement, aforesaid date and parties, recorded September 21, 2007 as Instrument No. 2207-0595225 in the Official Public Records of Riverside County, California.

Assignor represents that Assignor has no knowledge of any default now outstanding by Assignor in his capacity as the landlord/lessor under the Tenancy.

The assignment is for a term of fifty (50) years and the assignment terminates on October 28, 2066.

Assignee hereby assumes and agrees to faithfully perform and discharge any and all obligations of the landlord/lessor in and to the hereby assigned lease(s) and/or tenancy(ies) subsequent to the date hereof, subject to that certain Telecommunication Easement and Lease Assignment Agreement.

Subject to that certain Telecommunication Easement and Lease Assignment Agreement, Assignee agrees to hold Assignor harmless and indemnified from any and all loss, cost, damage and expenses, which Assignor may incur on account of Assignee's failure to perform and discharge any and all obligations of lessor and landlord in and to the herein assigned lease and/or tenancy subsequent to the date hereof. Assignor agrees to hold Assignee harmless and indemnified from any and all loss, cost, damage and expenses, which Assignee may incur for claims related to activity prior to the date hereof.

The above shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, legal representatives, successors and assigns.

SIGNATURES FOLLOW

IN WITNESS WHEREOF, Assignor has caused this instrument to be signed and sealed on its behalf this 21 day of October, 2016.

Assignor: THE METHODIST CHURCH OF PALM SPRINGS
A/K/A UNITED METHODIST CHURCH OF PALM SPRINGS

Maureen Brealey, President
Maureen Brealey
President
P. O. Box 2007
Palm Springs, California 92263

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.

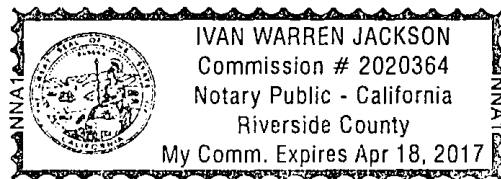
State of California
County of Riverside

On 21 October 2016 before me, Ivan Warren Jackson Notary Public
(insert name and title of the officer)

personally appeared Maureen Brealey
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.

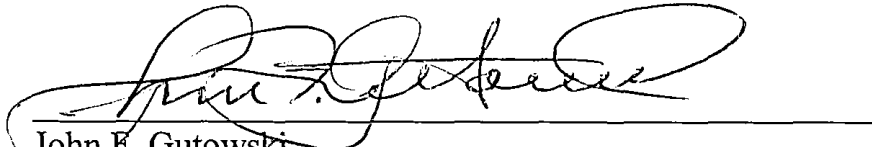
WITNESS my hand and official seal.



Signature Ivan Warren Jackson (Seal)

IN WITNESS WHEREOF, Assignee has caused this instrument to be signed and sealed on its behalf this 19th day of October, 2016.

Assignee: TOWERPOINT ACQUISITIONS, LLC,
a Delaware limited liability company



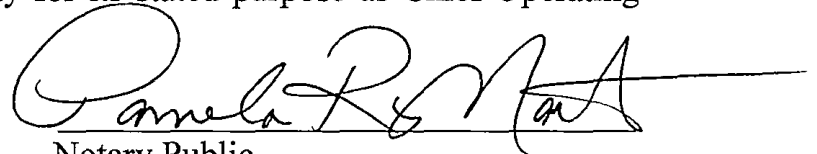
John F. Gutowski
Chief Operating Officer
Six Concourse Parkway, Suite 1450
Atlanta, Georgia 30328
678-775-0360
678-775-0361

STATE OF GEORGIA

COUNTY OF FULTON

} ss.

On this 19th day of October, 2016, before me, the undersigned notary public, personally appeared John F. Gutowski, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Chief Operating Officer of TowerPoint Acquisitions, LLC.



Notary Public
My Commission Expires: 10-19-2018

{affix notary seal or stamp}

Pamela R Martin
NOTARY PUBLIC
Fulton County, GEORGIA
My Commission Expires 10-19-18

EXHIBIT A

LEGAL DESCRIPTION

SITUATE IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA:

PARENT PARCEL:

THE WEST HALF OF THE NORTHEAST QUARTAR OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE, APRIL 5, 1928.

TAX I.D. NUMBER: 508-060-038-2

BEING THE SAME PROPERTY CONVEYED TO THE METHODIST CHURCH OF PALM SPRINGS, GRANTEE, FROM BOARD OF MISSIONS AND CHURCH EXTENSION OF SOUTHERN CALIFORNIA-ARIZONA ANNUAL CONFERENCE OF THE METHODIST CHURCH, GRANTOR, BY DEED RECORDED 01/22/1965, BOOK 3907, PAGE 208 OF THE RIVERSIDE COUNTY RECORDS.

EXHIBIT B

DESCRIPTION OF TELECOM TENANT LEASE(S)

That certain Communications Site Lease Agreement (Ground) dated July 29, 2005 by and between Nextel of California, Inc., a Delaware corporation d/b/a Nextel Communications and Methodist Church of Palm Springs, a California non-profit corporation, as evidenced by a certain Memorandum of Agreement, aforesaid date and parties, recorded September 21, 2007 as Instrument No. 2207-0595225 in the Official Public Records of Riverside County, California.

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

**This document was electronically submitted
to the County of Riverside for recording**
Received by: LISA #580

NAME: Old Republic Title Company- Attn: Post Closing

ADDRESS: 530 S. Main St, Suite 1031

CITY/STATE/ZIP: Akron, OH 44311

**ASSIGNMENT AND ASSUMPTION OF EASEMENT AND LEASE
DOCUMENTS**

Old Republic ESCROW NO. 16048806

APN: 508-060-038-2

YRA: 011-003

LEASE LESS THAN 35 YEARS

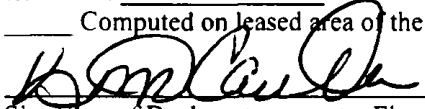
Documentary Transfer Tax \$ 0.00

Computed on full value of property

Computed on full value less liens and encumbrances
remaining at time of sale

Computed on full value of lease surpassing the 35 year
term limit

Computed on leased area of the property


Signature of Declarant or agent – Firm Name

Prepared by:
Name: TowerPoint Acquisitions, LLC
Address: Six Concourse Parkway, Suite 1450
Atlanta, GA 30328

Record and Return To:
Name: Nana Brenyah
Address: TITLEVEST AGENCY, LLC
44 Wall Street, 10th Floor
New York, New York 10005
TitleVest Title No.: OR-CA-541789

ASSIGNMENT AND ASSUMPTION OF EASEMENT AND LEASE DOCUMENTS

This **ASSIGNMENT AND ASSUMPTION OF EASEMENT AND LEASE DOCUMENTS** (the “**Assignment**”) is made as of the 12th day of December, 2016 (the “**Effective Date**”), by and between **TOWERPOINT ACQUISITIONS, LLC**, a Delaware limited liability company, with principal offices at Six Concourse Parkway, Suite 1450, Atlanta, Georgia 30328 (the “**Assignor**”) and **LL Q2-16, LLC**, a Delaware limited liability company, with principal offices at Six Concourse Parkway, Suite 1450, Atlanta, Georgia 30328 (the “**Assignee**”).

RECITALS

WHEREAS, Assignor is (i) the owner and holder of a certain telecommunications easement and related easements affecting the real property described in Exhibit A attached hereto and made a part hereof by reference (the “**Property**”), and (ii) the lessor under a certain telecommunications lease affecting the Property, pursuant to those certain easement and lease documents more particularly identified in Exhibit B attached hereto and made a part hereof by reference (the “**Easement and Lease Documents**”); and

WHEREAS, Assignor has agreed to convey, transfer and assign all of its right, title and interest in and to the Easement and Lease Documents to Assignee, and Assignee has agreed to accept such assignment and assume the obligations of the Assignor under the Easement and Lease Documents on the terms and conditions set forth herein.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for and in consideration of the sum of \$10.00, the mutual covenants and conditions contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The background Recitals hereinabove are true and correct and are incorporated herein by this reference.

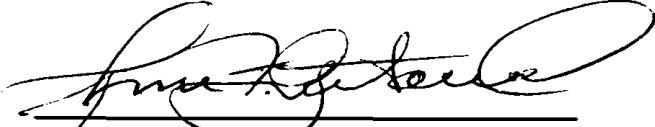
2. **Assignment and Assumption.** As of the Effective Date, Assignor hereby absolutely assigns to Assignee all of Assignor's right, title and interest in and to the Easement and Lease Documents. Assignee hereby accepts such assignment, agrees to be bound by the terms of the Easement and Lease Documents, and assumes and agrees to perform all of the Assignor's obligations under the Easement and Lease Documents on and after the Effective Date.

3. **Miscellaneous.** The parties hereby ratify and reaffirm each and every provision of the Easement and Lease Documents. The Easement and Lease Documents shall remain in full force and effect in accordance with their terms. This Assignment shall be construed and interpreted in accordance with the laws of the State in which the Property is located and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[Signatures to Follow]

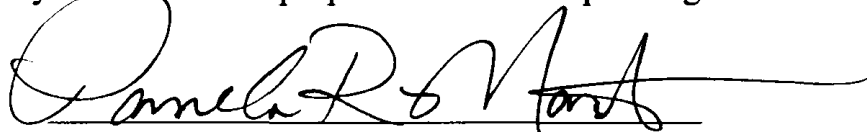
IN WITNESS WHEREOF the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR: TowerPoint Acquisitions, LLC, a Delaware limited liability company

By: 
Name: John F. Gutowski
Title: Chief Operating Officer

STATE OF GEORGIA }
COUNTY OF FULTON } ss.

On this 12th day of December, 2016, before me, the undersigned notary public, personally appeared ~~John F. Gutowski~~, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Chief Operating Officer of TowerPoint Acquisitions, LLC.


Notary Public
My Commission Expires: 10-19-2018

{affix notary seal or stamp}

Pamela R Martin
NOTARY PUBLIC
Fulton County, GEORGIA
My Commission Expires 10-19-18

EXHIBIT A
LEGAL DESCRIPTION

SITUATE IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA:

PARENT PARCEL:

THE WEST HALF OF THE NORTHEAST QUARTAR OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE, APRIL 5, 1928.

TAX I.D. NUMBER: 508-060-038-2

BEING THE SAME PROPERTY CONVEYED TO THE METHODIST CHURCH OF PALM SPRINGS, GRANTEE, FROM BOARD OF MISSIONS AND CHURCH EXTENSION OF SOUTHERN CALIFORNIA-ARIZONA ANNUAL CONFERENCE OF THE METHODIST CHURCH, GRANTOR, BY DEED RECORDED 01/22/1965, BOOK 3907, PAGE 208 OF THE RIVERSIDE COUNTY RECORDS.

EXHIBIT B**EASEMENT AND LEASE DOCUMENTS**

Telecommunication Easement and Lease Assignment Agreement dated and to be effective on October 28, 2016, by and between The Methodist Church of Palm Springs a/k/a United Methodist Church of Palm Springs, a California non-profit corporation and TowerPoint Acquisitions, LLC, a Delaware limited liability company, recording to be determined.

Assignment and Assumption of Lease and/or Rents dated and to be effective on October 28, 2016, by and between The Methodist Church of Palm Springs a/k/a United Methodist Church of Palm Springs, a California non-profit corporation and TowerPoint Acquisitions, LLC, a Delaware limited liability company, recording to be determined.

That certain Communications Site Lease Agreement (Ground) dated July 29, 2005 by and between Nextel of California, Inc., a Delaware corporation d/b/a Nextel Communications and Methodist Church of Palm Springs, a California non-profit corporation, as evidenced by a certain Memorandum of Agreement, aforesaid date and parties, recorded September 21, 2007 as Instrument No. 2207-0595225 in the Official Public Records of Riverside County, California.

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Valuation

2017-0469415

11/08/2017 11:27 AM Fee: \$ 28.00

Page 1 of 2

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



466

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.

**GRANT OF
EASEMENT**

516463

DOCUMENTARY TRANSFER TAX \$ NONE VALUE AND CONSIDERATION LESS THAN \$100.00)	DISTRICT Palm Springs	SERVICE ORDER TD1094648	SERIAL NO.	MAP SIZE
<i>Clus... ..</i> SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	FIM 605-1914-0 APN 508-060-038	APPROVED: REAL PROPERTIES DEPARTMENT	BY SLS/SM	DATE 10/16/17

THE METHODIST CHURCH OF PALM SPRINGS, (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, under, across and along that certain real property in the County of Riverside, State of California, described as follows:

A 4.00 FOOT WIDE STRIP OF LAND LYING WITHIN THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THE EASTERLY LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF ALEJO ROAD, 50.00 FOOT HALF WIDTH, AS SHOWN ON EXHIBIT "B" ATTACHED TO THAT CERTAIN GRANT OF RIGHT OF WAY TO THE CITY OF PALM SPRINGS, RECORDED JUNE 8, 2006 AS DOCUMENT NO. 2006-0417315 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITH THE EASTERLY LINE OF SAID WEST HALF; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 130.00 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING SOUTHERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 19.00 FEET.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this 1 day of November, 2017.

GRANTOR

THE METHODIST CHURCH OF PALM SPRINGS

Maureen Brealey
Signature

Maureen Brealey
Print Name AKA MAUREEN HELEN BREALEY

Trustee chosen
Title

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)

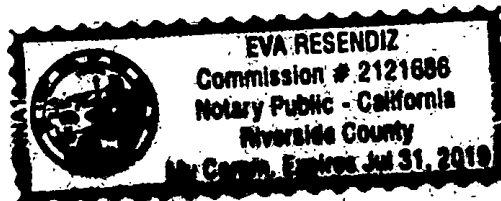
On 11-01-17 before me, Eva Resendiz, a Notary Public, personally appeared

Maureen Helen Brealey, 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 [Signature] (Seal)



RECORDING REQUESTED BY



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Valuation

2018-0456226

11/20/2018 11:43 AM Fee: \$ 105.00

Page 1 of 3

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



001

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No. **518764**

**GRANT OF
EASEMENT**

DOCUMENTARY TRANSFER TAX \$ 104.50 <i>Palm Springs</i> <input checked="" type="checkbox"/> COMPUTED ON FULL VALUE OF PROPERTY CONVEYED <input type="checkbox"/> OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE	DISTRICT Palm Springs	SERVICE ORDER 801706594	SERIAL NO.	MAP SIZE
	FIM 604-1914-1 APN 508-060-038	APPROVED: REAL PROPERTIES DEPARTMENT	BY SLS/CT	DATE 10/16/2018
 SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME				

THE METHODIST CHURCH OF PALM SPRINGS (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, under, across and along that certain real property in the County of Riverside, State of California, described as follows:

VARIOUS STRIPS OF LAND LYING WITHIN THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SAN BERNARDINO MERIDIAN AND SHOWN AS PARCEL 1 ON A RECORD OF SURVEY RECORDED IN BOOK 40, PAGE 21 OF RECORD OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID STRIPS BEING DESCRIBED AS FOLLOWS:

STRIP #1 (10.00 FEET WIDE)

THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 1; THENCE NORTH 00°00'24" WEST 7.39 FEET ALONG THE EASTERLY LINE OF SAID PARCEL 1, TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 22°30'30" WEST 14.81 FEET; THENCE NORTH 00°00'24" WEST 135.17 FEET; THENCE NORTH 22°28'20" WEST 17.96 FEET, TO A POINT HEREINAFTER REFERRED TO AS POINT "A".

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE NORTHWESTERLY IN THE SOUTHERLY SIDELINE OF STRIP #2 DESCRIBED BELOW, SOUTHEASTERLY IN THE SOUTHERLY AND WESTERLY LINES OF SAID PARCEL 1 AND TO JOIN AT THE ANGLE POINTS.

STRIP #2 (12.50 FEET WIDE)

SAID STRIP IS LYING 5.00 FEET EASTERLY OF AND 7.50 FEET WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT SAID POINT "A"; THENCE NORTH 89°59'36" EAST 1.03 FEET, TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 00°00'24" WEST 17.50 FEET, TO A POINT HEREINAFTER REFERRED TO AS POINT "B".

STRIP #3 (10.00 FEET WIDE)

THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "B"; THENCE NORTH 00°00'24" WEST 246.44 FEET, TO A POINT HEREINAFTER REFERRED TO AS POINT "C".

STRIP #4 (22.00 FEET WIDE)

SAID STRIP IS LYING 11.50 FEET EASTERLY OF AND 10.50 FEET WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT SAID POINT "C"; THENCE NORTH 00°00'24" WEST 55.50 FEET, TO A POINT HEREINAFTER REFERRED TO AS POINT "D".

STRIP #5 (10.00 FEET WIDE)

THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "D"; THENCE NORTH 00°00'24" WEST 113.65 FEET, MORE OR LESS, TO A POINT OF ENDING IN THE NORTHERLY LINE OF SAID PARCEL 1.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TERMINATE NORTHERLY IN SAID NORTHERLY LINE OF PARCEL 1.

THE ABOVE-DESCRIBED STRIPS OF LAND CONTAIN APPROXIMATELY 6,713 SQUARE FEET.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

Grantee will operate its systems in accordance with its Tariff Rules of service and has been made aware that there are two cellular towers in proximity to the easement area.

EXECUTED this 17 day of Oct., 2018

GRANTOR

THE METHODIST CHURCH OF PALM SPRINGS

Steve A. Buechler
Signature

Steve A. Buechler
Print Name

Trustee
Title

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)

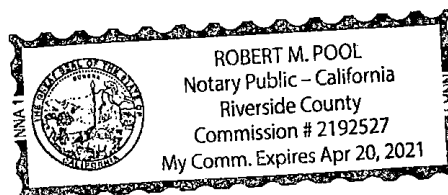
County of Riverside)

On October 17, 2018 before me, Robert M. Pool, a Notary Public, personally appeared Steven A. Buechler, 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 Robert M. Pool (Seal)



PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

New Cingular Wireless PCS, LLC.

AND WHEN RECORDED MAIL TO:
AND MAIL TAX STATEMENTS TO:

ATTN: Network Real Estate Admin
575 Morosgo Dr NE,
Atlanta, GA 30324
Site ID: CSL04906

2023-0074989

03/15/2023 02:14 PM Fee: \$ 120.00

Page 1 of 8

Recorded in Official Records
County of Riverside
Peter Aidana
Assessor-County Clerk-Recorder



460

Space above this line for recorder's use only

Memorandum of Lease

Title of Document

TRA: _____

DTT: _____

Pursuant to Senate Bill 2 – Building Homes and Jobs Act (GC Code Section 27388.1), effective January 1, 2018, a fee of seventy-five dollars (\$75.00) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars (\$225.00).

- This document is a transfer that is subject to the imposition of documentary transfer tax.
- This is a document recorded in connection with a transfer that is subject to the imposition of documentary transfer tax.
Document reference: _____
- This document is a transfer of real property that is a residential dwelling to an owner-occupier.
- 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)

Prepared by and Return to:

New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 1025 Lenox Park Blvd NE, 3rd Floor
 Atlanta, GA 30319

Prepared by:

Smartlink LLC
 3300 Irvine Avenue, Suite 300
 Newport Beach, CA 92660

Re:

Cell Site #: CSL04906
 Cell Site Name: The Methodist Church of Palm Springs
 Fixed Asset #: 10153199
 State: CA
 County:Riverside

**MEMORANDUM
 OF
 LEASE**

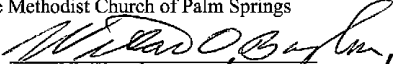
This Memorandum of Lease is entered into on this 1 day of January, 2023, by and between The Methodist Church of Palm Springs having its principal office/residing at 1555 E Alejo Road, Palm Springs, CA 92262 (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Land Lease Agreement ("**Agreement**") on the 12 day of December, 2022, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date, with [Five] successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

The Methodist Church of Palm Springs

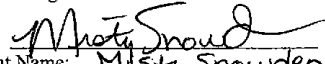
By: 
Print Name: Willard O. Bawhrt
Its: President, Board of Trustees
Date: 7/12/2023

By: _____
Print Name _____
Its: _____
Date: _____

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: 
Print Name: Misty Snowden
Its: Area Manager
Date: 12/22/22

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

LANDLORD 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.

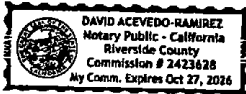
STATE OF CALIFORNIA)
COUNTY OF Riverside)

On January 12th, 2023 before me,
David Acevedo-Ramirez, Notary Public (insert name and title of
the officer)
personally appeared Willard O. Bangham _____,
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]
Name David Acevedo-Ramirez
Notary Public



(Seal)

TENANT 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 _____)

On _____ before me, _____
(insert name and title of the officer)

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 _____

Name _____

Notary Public

(Seal)

Not attached

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.

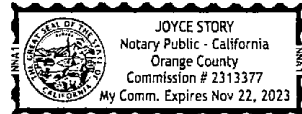
State of California
County of Orange

On December 22, 2022 before me, Joyce Story - Notary Public
(insert name and title of the officer)

personally appeared Misty Snowden
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 Joyce Story (Seal)

EXHIBIT 1 TO MEMORANDUM OF LEASE
DESCRIPTION OF PROPERTY AND PREMISES

Page of

to the Memorandum of Lease dated 1 January, 2023, by and between The Methodist Church of Palm Springs, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:
WEST-HALF OF NORTHEAST QUARTER OF NORTHEAST QUARTER OF NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE APRIL 5, 1928.
APN: 508-060-038

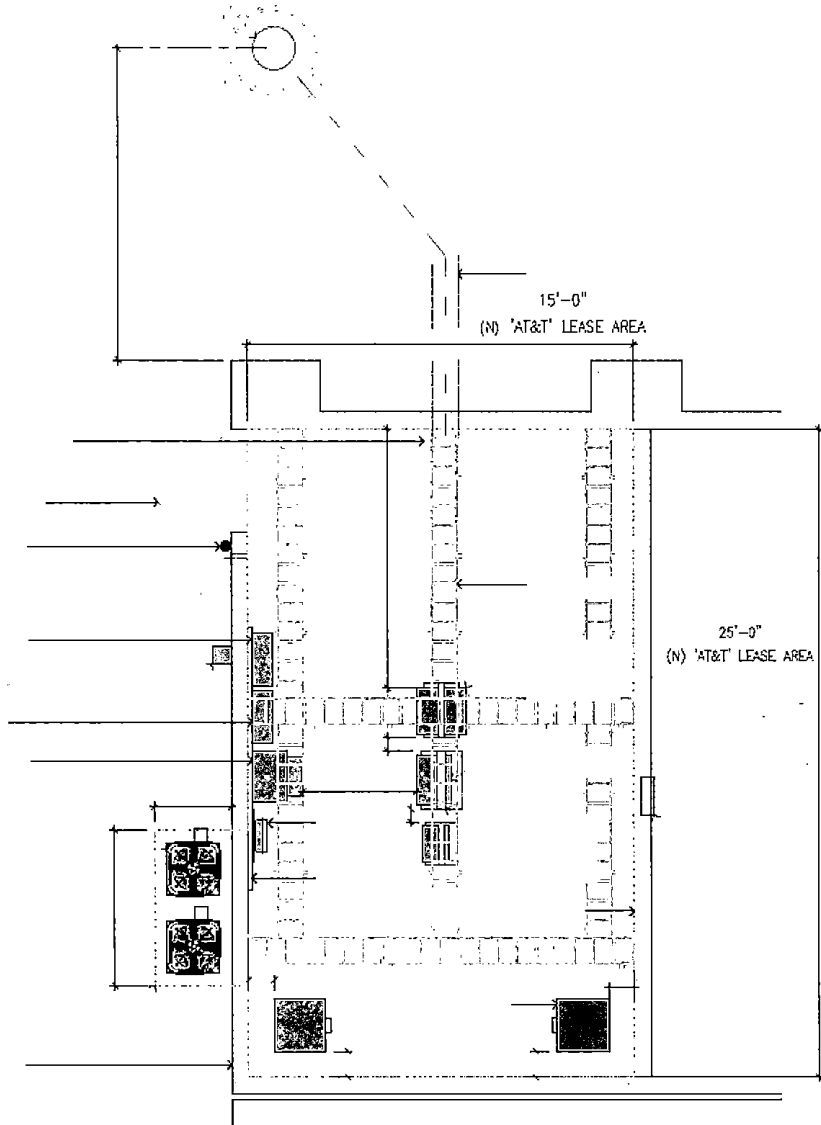
The Premises are described and/or depicted as follows:

- Drawings attached on next page

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABO

AERIAL LEASE AREA = 452.38 SQ. FT.



LEASE AREA PLAN



4430 MIRALOMA AVE. SUITE D
ANAHEIM, CALIFORNIA 92807

ENGINEER



3300 IRVINE AVENUE, SUITE 320,
KEWPORT BEACH, CA 92860
TEL: (949) 387-1265
FAX: (949) 387-1275

APPLICANT REPRESENTATIVE



1452 EDINGER AVE
TUSTIN, CALIFORNIA 92780

APPLICANT

SITE NUMBER: CSL04906	
SITE NAME: UNITED METHODIST CHURCH	
SITE ADDRESS: 1555 E. ALEJO ROAD, PALM SPRINGS, CA 92262	
SITE TYPE: Cellular	DATE: 01.27.2023
DRAWN BY: JEM	APPROVED BY: JS

8190

12/11

RECORDED
INDEXED

RECEIVED FOR RECORD
JAN 22 1965
AT 9:00 O'CLOCK A.M.
THE INS. & TRUST CO.
FACSIMILE OFFICE DIVISION

W. J. [Signature]
1965

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APPEX L.R.S. IN THIS SPACE

Corporation Grant Deed

FD-202 C

THIS FORM PUBLISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged. BOARD OF MISSIONS AND CHURCH EXTENSION OF SOUTHERN CALIFORNIA-ARIZONA ANNUAL CONFERENCE OF THE METHODIST CHURCH
a corporation organized under the laws of the state of California
herby GRANTS to

THE METHODIST CHURCH OF PALM SPRINGS

the following described real property in the City of Palm Springs
County of Riverside State of California:

The West half of the Northeast quarter of the Northeast quarter of the Northeast quarter of Section 14, Township 4 South, Range 4 East, San Bernardino Base and Meridian, according to the Official Plat of said land filed in the District Land Office, April 5, 1928.

In trust, that said premises shall be used, kept, and maintained as a place of divine worship of the Methodist ministry and members of The Methodist Church; subject to the Discipline, usage, and ministerial appointments of said church as from time to time authorized and declared by the General Conference and by the Annual Conference within whose bounds the said premises are situated. This provision is solely for the benefit of the grantee, and the grantor reserves no right or interest in said premises.

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its President and Secretary
do hereby duly authorized.

Dated: September 1, 1964

STATE OF CALIFORNIA
COUNTY OF Los Angeles }
On September 1, 1964 before me, the undersigned a Notary Public in and for said State, personally appeared
WILLIE H. HILDEBRAND
to me to be the President, and
I. MONTAGUE HALE
to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that each Corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

BOARD OF MISSIONS AND CHURCH EXTENSION OF SOUTHERN CALIFORNIA-ARIZONA ANNUAL CONFERENCE OF THE METHODIST CHURCH
By [Signature] President
By [Signature] Secretary

WITNESS my hand and official seal.
(Seal)
Signature [Signature]
Notary Public in and for said State

Title Order No. _____
Easement or Loan No. _____

248226 11/11/64



THE BOARD OF MISSIONS AND CHURCH EXTENSION — Southern California-Arizona Conference
The Methodist Church

WILL H. PULSIFORD, Executive Secretary
J. WESLEY HOYE, Treasurer
C. MARSH JONES, Director of Finance
and Field Service

220 SOUTH WILSON BLVD.
LOS ANGELES, CALIFORNIA, 90025
MEMBER 5-C/71

RESOLVED that the president and secretary be and they are hereby authorized
to execute a Grant Deed in favor of the Methodist Church of Palm Springs
covering the following described property:

In the City of Palm Springs, County of Riverside, State of
California, and described as follows:

The West half of the Northeast quarter of the Northeast
quarter of the Northeast quarter of Section 14, Township 6
South, Range 4 East, San Bernardino Base and Meridian,
according to the Official Plat of said land filed in the
District Land Office, April 5, 1928.

I hereby certify that the above is a true and exact copy of a resolution
passed by Board of Directors of Board of Missions and Church Extension
of Southern California-Arizona Annual Conference of the Methodist Church
at a meeting held March 10, 1964 at which a quorum was present and voted
in favor of the resolution.


J. Wesley Hoyer, Secretary

September 1, 1964

NOTICE

Attached is the document you (or someone on your behalf) requested. As required by Section 12956.1(b)(1) of the California Government Code, please take note of the following:

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

If this cover page is a copy which has been transmitted to you by facsimile, email or other form of electronic transmission, please note that the notice above appears in the original cover page in 14-point bold face type.

12 11 18190

RECORDED RECEIVED BY
AND WHEN RECORDED BY, TO

RECEIVED FOR RECORD
JAN 22 1965
AT 906 O'CLOCK A.M.
ALBANY, N.Y.
TITLE INS. & TRUST CO.
RECORDING OFFICIAL OFFICE

BY THE BOARD OF TRUSTEES, CALIFORNIA
W. H. [Signature]
1965

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APPLY L.S. & IN THIS SPACE

Corporation Grant Deed

THIS FORM PUBLISHED BY TITLE INSURANCE AND TRUST COMPANY

FD-222-C

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged. BOARD OF MISSIONS AND CHURCH EXTENSION OF SOUTHERN CALIFORNIA-ARIZONA ANNUAL CONFERENCE OF THE METHODIST CHURCH a corporation organized under the laws of the state of California hereby GRANTS to

THE METHODIST CHURCH OF PALM SPRINGS

the following described real property in the City of Palm Springs
County of Riverside State of California:

The West half of the Northeast quarter of the Northeast quarter of the Northeast quarter of Section 14, Township 4 South, Range 4 East, San Bernardino Base and Meridian, according to the Official Plat of said land filed in the District Land Office, April 5, 1928.

In trust, that said premises shall be used, kept, and maintained as a place of divine worship of the Methodist ministry and members of The Methodist Church; subject to the Discipline, usage, and ministerial appointments of said church as from time to time authorized and declared by the General Conference and by the Annual Conference within whose bounds the said premises are situated. This provision is solely for the benefit of the grantee, and the grantor reserves no right or interest in said premises.

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its _____ President and _____ Secretary thereto duly authorized.

Dated: September 1, 1964.

STATE OF CALIFORNIA
COUNTY OF Los Angeles } ss.
On September 1, 1964 before me, the undersigned a Notary Public in and for said State, personally appeared
WILL W. HILDEBRAND
known to me to be the _____ President, and
J. Stanley Hole
known to me to be

Secretary of the Corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.
(Seal)
Signature: [Signature]
Notary Public in and for said State

BOARD OF MISSIONS AND CHURCH EXTENSION OF SOUTHERN CALIFORNIA-ARIZONA ANNUAL CONFERENCE OF THE METHODIST CHURCH

By: [Signature] President
By: [Signature] Secretary

Title Order No. _____
Escrio. or Loan No. _____

248226



THE BOARD OF MISSIONS AND CHURCH EXTENSION — Southern California-Arizona Conference
of the Methodist Church

WILL H. PUGHENBERG, Executive Secretary
J. WESLEY HOWE, Treasurer
C. HERBERT JONES, Director of Finance
and Field Service

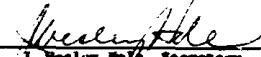
2220 SANTA ANITA BLVD.
LOS ANGELES, CALIFORNIA, 90022
Telephone 545771

RESOLVED that the president and secretary be and they are hereby authorized
to execute a Grant Deed in favor of The Methodist Church of Palm Springs
covering the following described property:

In the City of Palm Springs, County of Riverside, State of
California, and described as follows:

The West half of the Northeast quarter of the Northeast
quarter of the Northeast quarter of Section 14, Township 1
South, Range 4 West, San Bernardino Base and Meridian,
according to the Official Plat of said land filed in the
District Land Office, April 5, 1928.

I hereby certify that the above is a true and exact copy of a resolution
passed by Board of Directors of Board of Missions and Church Extension
of Southern California-Arizona Annual Conference of the Methodist Church
at a meeting held March 10, 1964 at which a quorum was present and voted
in favor of the resolution.


J. Wesley Howe, Secretary

September 1, 1964

131551

CERTIFICATE OF ACCEPTANCE

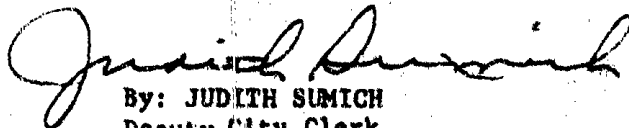
THIS IS TO CERTIFY that the interest in real property conveyed
by deed dated November 12, 1965 from

METHODIST CHURCH OF PALM SPRINGS, INC.

Grantor, to the CITY OF PALM SPRINGS, a municipal corporation, Grantee,
is hereby accepted by the City Clerk of said City, on this 15th
day of November, 1965, pursuant to authority
granted by the City Council of said City, by Resolution No. 8250, made
on the 7th day of December, 1964, and the Grantee consents to recorda-
tion thereof by said City Clerk, its duly authorized officer.

Dated at Palm Springs, California, this 15th day of November, 1965.

F. D. ALESHIRE
City Clerk

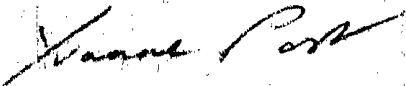


By: JUDITH SUMICH
Deputy City Clerk
City of Palm Springs, California

(SEAL)

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On this 15th day of November, 1965 before me, Yvonne Post,
personally appeared JUDITH SUMICH, known to me to be the Deputy City Clerk
of the City of Palm Springs, California, and known to me to be the
person whose name is subscribed to the above set forth Certificate
of Acceptance, and said JUDITH SUMICH, acknowledged that she
executed the same.


Notary Public in and for
said County and State

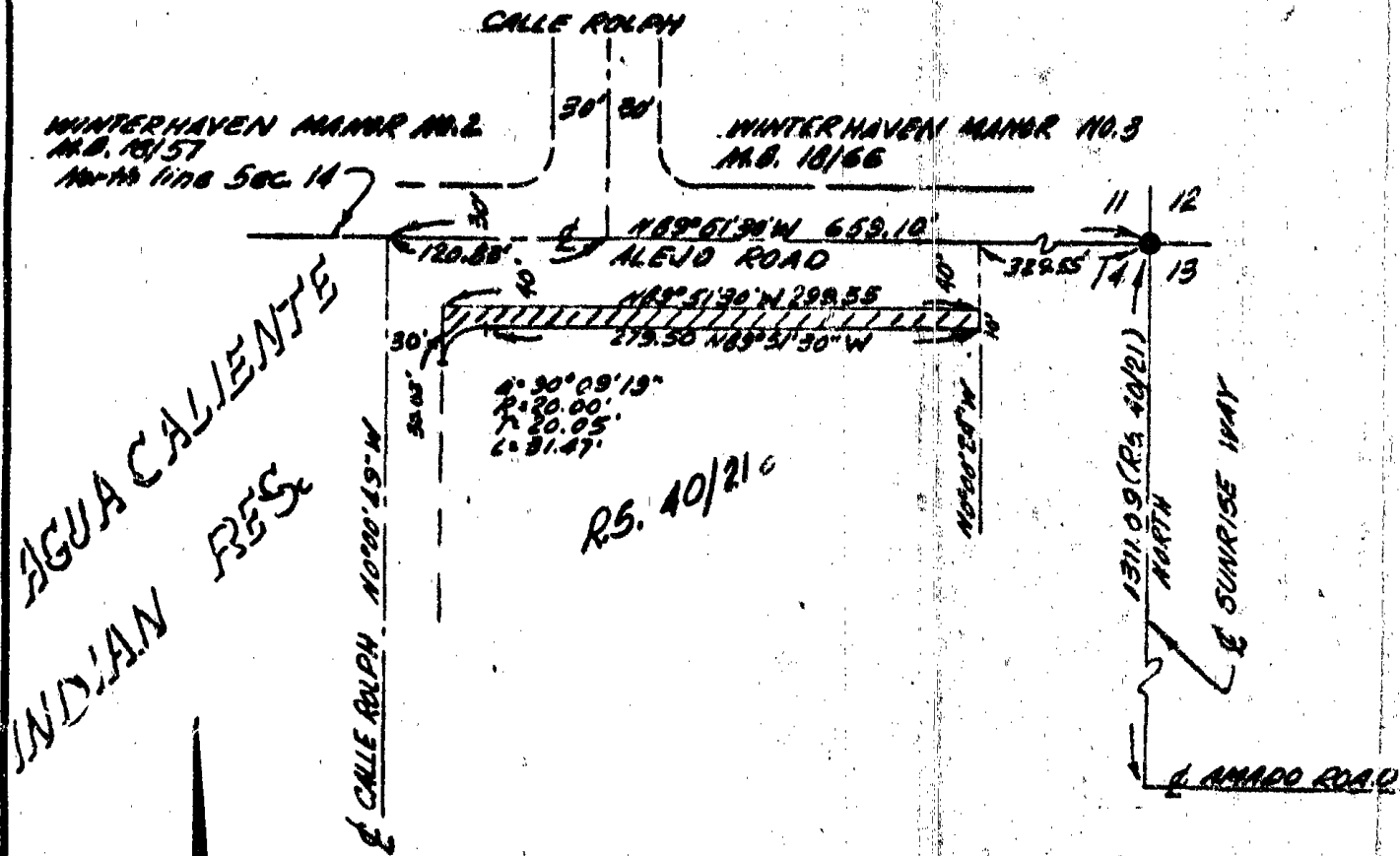
YVONNE POST
My Commission Expires May 26, 1968




YVONNE POST
NOTARY PUBLIC, CALIFORNIA
RESIDENCE OFFICE IN
RIVERSIDE COUNTY

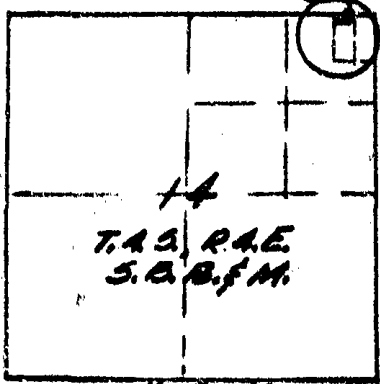
RIGHTS-OF-WAY PLAT -for- ALEJO ROAD

131551



R.O.W. to be acquired shown thus 

SCALE: 1"=100' (R.O.W.)



LOCATION MAP

PREPARED BY
[Signature]
MAYOR WINTERHAVEN AGE 10/56

CHECKED BY *[Signature]*

CITY OF PALM SPRINGS CALIFORNIA			
Additional 10' R.O.W. for a portion of Alejo Road located in the west 1/2 of the NE1/4, NE1/4, NE1/4, Section 14, T.A.S., R.A.E., S.B.B. & M.			
APPROVED	Walter W. [Signature]	R.S. NO.	4436
10/15	10/15	DIRECTOR OF PUBLIC WORKS	
DRAWN BY	CHECKED BY	FILE NO.	
GRY	LEB	ROW	

131551

City of Palm Springs
City Clerk
Palm Springs
California

RECEIVED FOR RECORD

NOV 19 1965

30 Min. Pay *2.00*

At Request of

Grantee

Recorded in Official Records
of Riverside County, California

W.W. Balogh

Recorder
FEES \$ *None*

None

End Recorded Document - W.D. Balogh, County Recorder

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed
by deed dated November 12, 1965 from

METHODIST CHURCH OF PALM SPRINGS, INC.

Grantor, to the CITY OF PALM SPRINGS, a municipal corporation, Grantee,
is hereby accepted by the City Clerk of said City, on this 15th
day of November, 1965, pursuant to authority
granted by the City Council of said City, by Resolution No. 8250, made
on the 7th day of December, 1964, and the Grantee consents to recorda-
tion thereof by said City Clerk, its duly authorized officer.

Dated at Palm Springs, California, this 15th day of November, 1965.

F. D. ALESHIRE
City Clerk



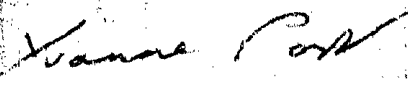
By: JUDITH SUMICH
Deputy City Clerk
City of Palm Springs, California

(SEAL)

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

ss.

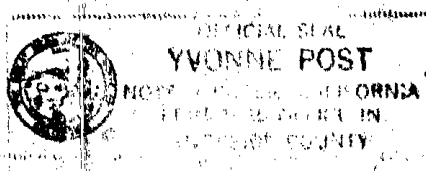
On this 15th day of November, 1965 before me, Yvonne Post,
personally appeared JUDITH SUMICH, known to me to be the Deputy City Clerk
of the City of Palm Springs, California, and known to me to be the
person whose name is subscribed to the above set forth Certificate
of Acceptance, and said JUDITH SUMICH, acknowledged that she
executed the same.



Notary Public in and for
said County and State

YVONNE POST

My Commission Expires May 26, 1968



131552

GRANT DEED

METHODIST CHURCH OF PALM SPRINGS, INC., GRANTOR,
for good and valuable consideration hereby grants to the
CITY OF PALM SPRINGS, CALIFORNIA, a municipal corporation,
. GRANTEE,
the real property in the City of Palm Springs, County of River-
side, State of California, described as follows:

A right-of-way for the purpose, use, installation and main-
tenance of street and highways, underground sewer, public
utility installations, and for the installation by any other
persons, firms, corporations or entities enfranchised by said
City, of work of any kind in the City rights-of-way over lands
described as follows:

The Westerly 30 feet of the West One Half of the
Northeast Quarter of the Northeast Quarter of the
Northeast Quarter of Section Fourteen (14), Town-
ship Four (4) South, Range Four (4) East, San
Bernardino Base and Meridian, excepting the Northerly
40.00 feet thereof.

DATED at Palm Springs, this 12 day of November, 1965.

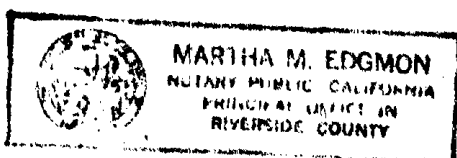
METHODIST CHURCH OF PALM SPRINGS, INC.

By William E. Lewis, Treasurer

By Ronald J. Aikens, Justice

STATE OF CALIFORNIA)
 : ss.
COUNTY OF RIVERSIDE)

On Nov. 12, 1965, before me, the undersigned
Notary Public in and for the said County and State, personally
appeared William E. Lewis, known to me to be the
Treasurer, and Ronald J. Aikens, known
to me to be the Justice of the corporation who
executed the within instrument and acknowledged to me that
such corporation executed the same.



Martha M. Edgmon
Notary Public in and for said
County and State

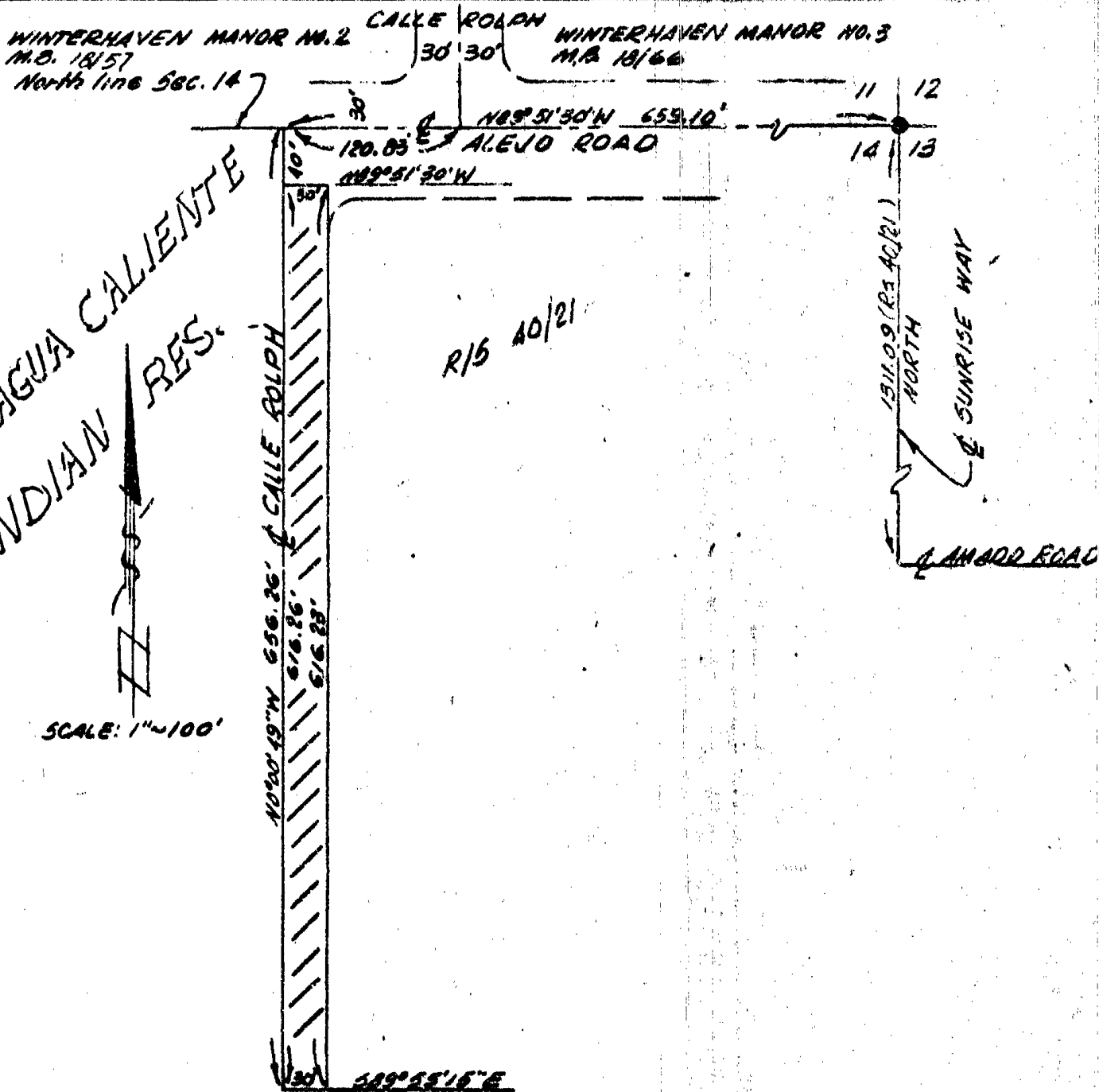
My commission expires 6/12/67

RIGHTS-OF-WAY PLAT

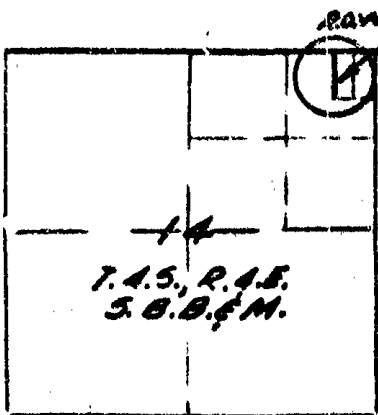
-for-

CALLE ROLPH

131552



R.O.W. to be acquired shown thus



No Scale
LOCATION MAP

APPROVED BY
[Signature]
NAME NAME OF PLAT AS RECORDED

CHECKED BY FT

CITY OF PALM SPRINGS CALIFORNIA		
50' R.O.W. for CALLE ROLPH located in the NW 1/4 of the NE 1/4, NE 1/4, Section 14, T. 4 S., R. 4 E., S. B. & M.		
APPROVED 9/23/65	<i>[Signature]</i> NAME	FILE NO. 11236
DIRECTOR OF PUBLIC WORKS		
DRAWN BY GEN	CHECKED BY LEB	FILE NO. ROW

131552

City of Palm Springs
City Clerk -
Palm Springs
California

RECEIVED FOR RECORD

NOV 19 1965

W. W. Balogh
City Clerk

At Request of

Grantee

Recorded in Official Records
of Riverside County, California

W. W. Balogh
Recorder

FEES \$ *0.00*

None

End Recorded Document - W. D. Balogh, County Recorder

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

2131 WALNUT GROVE AVENUE
GO3 - 2ND FLOOR
ROSEMEAD, CA 91770

Attn: Title and Real Estate Services

2016-0085377

03/03/2016 11:46 AM Fee: \$ 28.00

Page 1 of 2

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



411

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.
**GRANT OF
EASEMENT**

512736

DOCUMENTARY TRANSFER TAX \$ NONE VALUE AND CONSIDERATION LESS THAN \$100.00 <i>[Signature]</i> SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	DISTRICT Palm Springs	SERVICE ORDER TD1094648	SERIAL NO.	MAP SIZE
	FIM 605-1914-0 APN 508-060-038	APPROVED: REAL PROPERTIES DEPARTMENT	BY SLS/SM	DATE 02/10/16

THE METHODIST CHURCH OF PALM SPRINGS, (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, under, across and along that certain real property in the County of Riverside, State of California, described as follows:

A 6.00 FOOT WIDE STRIP OF LAND LYING WITHIN THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE PARALLEL WITH AND DISTANT 557.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF ALEJO ROAD, AND A LINE PARALLEL WITH AND DISTANT 240.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF CALLE ROLPH, AS SAID CENTERLINES AND SAID STREETS ARE SHOWN ON EXHIBIT "B" ATTACHED TO THAT CERTAIN GRANT OF RIGHT OF WAY TO THE CITY OF PALM SPRINGS, RECORDED JUNE 8, 2006 AS DOCUMENT NO. 2006-0417315 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTHERLY ALONG SAID LAST MENTIONED PARALLEL LINE, A DISTANCE OF 19.00 FEET.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this ^{MS} 25 day of Feb, 2016.

GRANTOR

THE METHODIST CHURCH OF PALM SPRINGS

Maureen Brealey
Signature
Maureen Brealey, Trustee
Print Name
Trustee
Title

"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 Feb. 26, 2016 before me, Crystal Avila, a Notary Public, personally appeared Maureen Brealey, 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 Crystal Avila



AGREEMENT SECURING REPAYMENT OF CONDITIONAL DONATION

THIS MORTGAGE, made this 1st day of September 1964
by THE METHODIST CHURCH OF PALM SPRINGS herein
called Mortgagor, to BOARD OF MISSIONS AND CHURCH EXTENSION OF SOUTHERN
CALIFORNIA-ARIZONA ANNUAL CONFERENCE OF THE METHODIST CHURCH, a corporation,
herein called Mortgagee,

WITNESSETH:

That Mortgagor hereby mortgages to Mortgagee all that property
in the City of Palm Springs, County of Riverside
State of California, described as:

The West half of the Northeast quarter of the Northeast quarter
of the Northeast quarter of Section 14, Township 4 South, Range
4 East, San Bernardino Base and Meridian, according to the
Official Plat of said land filed in the District Land Office,
April 5, 1928.

for the purpose of securing:

FIRST. The repayment of a conditional donation made by Mortgagee
to Mortgagor in the sum of \$ 30,000.00 which said sum Mortgagor
promises to pay to Mortgagee upon the conditions and at the time hereinafter
provided:

(a) If Mortgagor shall cease to be connected with the Methodist
Church or its successor, or (b) if said property is conveyed or alienated,
or (c) if the corporate existence of Mortgagor shall terminate, or (d) if
default shall be made in the payment of interest or principal upon any
prior mortgage, trust deed or other encumbrance or if breach is made of
any covenant or condition of any prior mortgage, trust deed or other en-
cumbrance, then upon the happening of any such event or in any such case
said sum shall be and become immediately due and payable and in such case
Mortgagor agrees to pay said sum to Mortgagee forthwith.

SECOND. Payment of all costs and expenses, including the cost of evidence of title and attorney's fees in a reasonable sum to be fixed by the court in any action brought to foreclose this Mortgage.

THIRD. Payment and/or performance of the following covenants, promises or agreements:

1. Mortgagor promises and agrees for the purpose of protecting and preserving the security to properly care for and keep said mortgaged property in good condition and repair, not to remove or demolish any building thereon, to pay before default or delinquency all taxes, assessments or encumbrances which appear to be prior liens or charges upon said property, and to provide, maintain and deliver to Mortgagee Fire Insurance satisfactory to and with loss payable to Mortgagee.

2. Should breach or default be made by Mortgagor in the payment of the indebtedness secured hereby and/or in the performance of any obligation, covenant, promise or agreement herein contained, Mortgagee, at its option, may declare all sums secured hereby immediately due and in such case foreclose this mortgage.

IN WITNESS WHEREOF, Mortgagor has caused this mortgage to be executed by its officers duly authorized and its corporate seal to be affixed the day and year first above written.

THE METHODIST CHURCH OF PALM SPRINGS

By Sam Fredrickson
President
By William H. Johnson
Secretary

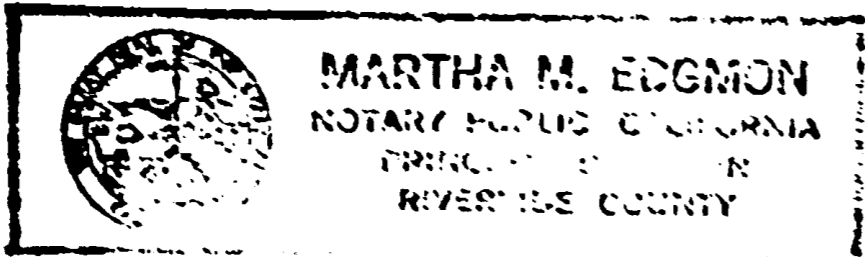
We hereby consent to the execution of the above Agreement.

Thomas R. O'Connor
District Superintendent
Richard P. Madolen
Pastor

STATE OF CALIFORNIA)
COUNTY OF Riverside) ss

On this 29th day of September 1964
before me, Martha M. Edgmon a Notary Public in and for
said County, personally appeared Thee Fredrickson
known to me to be the President, and Kelvin K. Jensen
known to me to be the Secretary of The Methodist
Church of Palm Springs,
the corporation that executed the within instrument, and known to me to be
the persons who executed the within instrument on behalf of the corporation
therein named and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.



MY COMMISSION EXPIRES JUNE 15, 1966

Martha M. Edgmon
Notary Public in and for the County
of Riverside
State of California.

17208

RECEIVED FOR RECORD

FEB 15 1965

30 Min. Past 9 o'Clock
At Request of

J. C. ...
Recorded in Official Records

BOOK 3924 PAGE 222
Et. Sec., Records of Riverside County, California

W. W. ...
FEES \$ 3.60 Recorder

3.60

State of California

} S.S.

County of Riverside

On this 14th day of March, 19 55, before me, Clema M. Miller

a Notary Public in and for said Riverside County,

personally appeared SAMUEL SHEFF

(SEAL)

known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

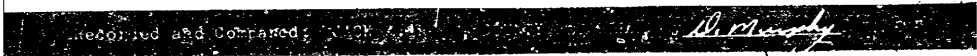
WITNESS my hand and official seal.

Clema M. Miller

Notary Public in and for said Riverside County and State.

My commission expires July 2, 19 55

P-1087 8-53



UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF INDIAN AFFAIRS Sacramento Area Office P. O. Box 749 Sacramento 4, California

IN REPLY REFER TO:

Realty 372 R/W Water Pipe Line Agua Caliente Reservation Palm Springs Water Company

FEB 14 1955

Palm Springs Water Company Palm Springs California

Gentlemen:

There is enclosed herewith for your files a print of the map of definite location showing approval of a water pipe line right of way in Section 14, T. 4 S., R. 4 E., on the Agua Caliente Indian Reservation in California. As is required by Section 256.17 of the applicable regulations, please furnish this office an Affidavit of Completion when all construction work has been completed.

Sincerely yours,

Leonard M. Hill

Area Director

Enclosure

PALM SPRINGS WATER COMPANY

APPLICATION FOR PIPELINE RIGHT OF WAY IN RIVERSIDE COUNTY (PALM SPRINGS DISTRICT)

ACROSS LANDS OF AGUA CALIENTE INDIAN RESERVATION

PALM SPRINGS WATER COMPANY HEREBY STIPULATES AS FOLLOWS:

In accordance with the regulations applicable for a water pipe line right of way across Agua Caliente Indian Reservation lands under the jurisdiction of the Sacramento Area Office, Bureau of Indian Affairs, the undersigned agree to conform to and abide by all pertinent rules and regulations of the Department of the Interior with special reference to Departmental Regulations 25 CFR (1952 Com. Pocket Supp.) 256.

The applicant company however requests that subparagraph (b) 256.7, which refers to payment of damages, be waived inasmuch as the increased land values arising from installation of such water mains should enhance the value of the property, and provide available water for fire protection to the area.


The original of the map entitled "Section 14 Street Plan Showing Suggested Zoning" covering Section 14, Township 4 South, Range 4 East, S.B.S.E. in the Agua Caliente Indian Reservation at Palm Springs, in the County of Riverside, State of California, was prepared by Charles B. Woodman, former Planning Director of the City of Palm Springs. Said plan has been approved by the Agua Caliente Indians, the Indian Bureau and the City of Palm Springs.

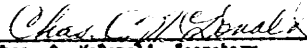
A copy of the aforesaid map is designated "Palm Springs Water Company—Proposed Rights of Way—Section 14" and is attached hereto to show the streets, alleys and other public ways over which the Palm Springs Water Company desires to secure a right of way for welded steel water pipe lines together with meters and other appurtenances necessary to make water service available for domestic and commercial use in said Section 14.

The applicant expressly consents and agrees to construct and maintain any pipeline constructed hereunder in a workmanlike manner; that all pipe lines are to be installed in such a manner that a minimum depth of 30 inches exists between the pipe and existing grade; to install pipe lines of sufficient size to provide an adequate supply of water to the area; to restore the lands as nearly as possible to their original condition upon the completion of construction; and that the applicant shall not interfere with the use of the lands by or under authority of the landowners for any purpose inconsistent with the primary purpose for which the right of way was granted.

CERTIFICATION

I, Harold J. Hicks, do certify that I am President of the Palm Springs Water Company, that the attached map is an accurate copy of the map entitled "Section 14 Street Plan Showing Suggested Zoning" prepared by Charles B. Woodman, former Planning Director for the City of Palm Springs; that the Company shall construct and maintain the said pipe lines in the right of way locations as described above and shown on this map in accordance with the Rules and Regulations of the Palm Springs Water Company as approved by the Public Utilities Commission of the State of California, and I further certify that the right of way herein described is desired for the main purpose of water distribution.

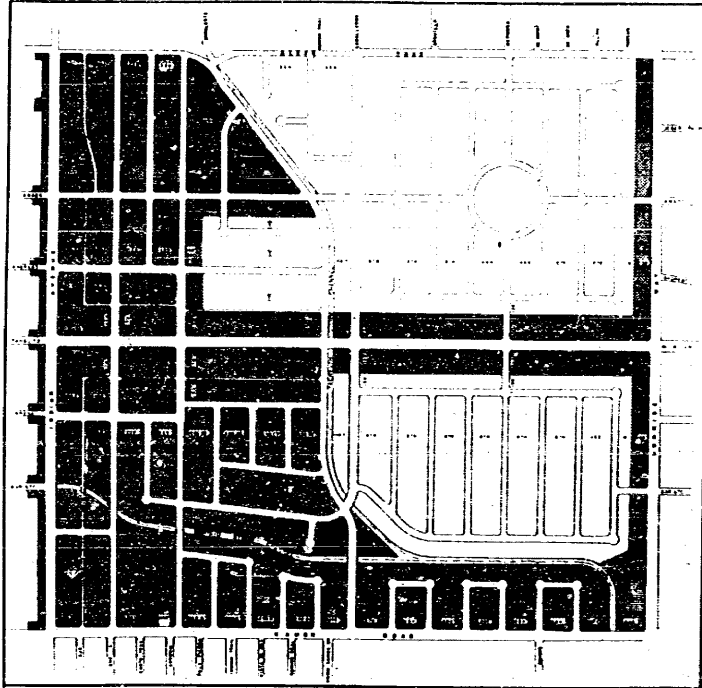

 Harold J. Hicks, President
 PALM SPRINGS WATER COMPANY

Attest: 
 Chas. O. McDonald, Secretary

PALM SPRINGS WATER COMPANY

PROPOSED RIGHTS OF WAY

SECTION 14



17485

*Palm Springs Water Co.
Palm Springs, Calif*

RECEIVED FOR RECORD
MAR 17 1955

*30
Palm Springs Water Co.
BOOK 1709 PAGE 158*

*W. E. Scott
Palm Springs, Calif
FIELD 7-11-55*

NOTICE

PLEASE BE ADVISED THAT THE DATA AND INFORMATION FROM THE PUBLIC RECORDS CONTAINED HEREIN WILL NEED TO BE UPDATED PRIOR TO CLOSING AS MANY COUNTY FACILITIES ARE CLOSED OR HAVE LIMITED STAFFING AS A RESULT OF THE CORONAVIRUS PANDEMIC. IF THE INFORMATION FROM THE COUNTY IS NOT AVAILABLE THERE WILL BE ADDITIONAL REQUIREMENTS IN ORDER TO CLOSE AND INSURE THIS TRANSACTION. PLEASE CONTACT YOUR LOCAL TITLE OFFICER FOR DETAILS.



Orange Coast Title Company of Southern California - Inland Empire Division

1845 Business Center Drive, Suite 218
San Bernardino, CA 92408
909-825-8800

PRELIMINARY REPORT

Bennion Deville Homes
71691 Highway 111
Rancho Mirage, CA 92270

Attention: David Tallman
Property address: 1555 East Alejo Road, Palm Springs, CA 92262

Your no.: 1555 E Alejo
Order no.: 210-2373529-10

Dated: July 6, 2023

In response to the above referenced application for a policy of title insurance, **Orange Coast Title Company of Southern California - Inland Empire Division** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit B attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit B. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit B of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters, which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of June 20, 2022 at 7:30 AM

Cynthia Kack, Title Officer
Email: cynthiak@octitle.com
Ph: 909-825-8800
Fax: 909-370-3332

The form of policy of title insurance contemplated by this report is:

C.L.T.A. Standard Coverage Policy - 1990 (Owners Policy or Joint Protection) with C.L.T.A. Standard Coverage Policy - 1990 (Lender's Policy)

Schedule "A"

The estate or interest in the land hereinafter described or referred to covered by this report is:

A Fee

Title to said estate or interest at the date hereof is vested in:

The Methodist Church of Palm Springs

The land referred to in this report is situated in the City of Palm Springs, the County of Riverside, State of California, and is described as follows:

The West half of the Northeast quarter of the Northeast quarter of the Northeast quarter of Section 14, Township 4 South, Range 4 East, San Bernardino Base and Meridian, according to the Official Plat of said land filed in the District Land Office, April 5, 1928.

Assessor's Parcel Numbers(s): 508-060-038

Schedule "B"

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

1 General and Special taxes for the fiscal year 2023-2024, including any assessments collected with taxes. A lien not yet payable.

First installment due and payable 11/01/2023, delinquent if not paid by 12/10/2023
Second installment due and payable 02/01/2024, delinquent if not paid by 04/10/2024

2 General and Special taxes for the fiscal year 2022-2023, including any assessments collected with current taxes.

Table with 2 columns: Description and Amount. Rows include Total amount (\$1,740.54), 1st installment (\$870.27, paid), Penalty (\$87.02), 2nd installment (\$870.27, paid), Penalty (\$125.08), Code area (011-003 - City of Palm Springs), Parcel No. (508-060-038), and Exemption (\$1,495,923.00 (AO)).

NOTE: Taxes above mentioned have all been paid and are reported for proration purposes only.

3 The Lien of future supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq of the revenue and taxation code of the State of California

4 Rights of the public in and to any portion of said land lying within any lawfully established streets, roads or highways.

5 An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
Recorded: 3/17/1955 in Book 1709 Page 158, Official Records.
For : water pipe line and incidental purposes
In favor of : City of Palm Springs
Affects : The location of said easement is set forth therein.

6 Covenants, conditions and restrictions in an instrument recorded 1/22/1965 as Instrument No. 1965-8195, of Official Records, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identify, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

"NOTE: Section 12956.1 (b)(1) of California Government Code provide the following: if this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

7 An instrument, upon the terms and conditions contained therein
Entitled: Trust Agreement and Mortgage
Dated: 9/1/1964
Executed by and between: The Methodist Church of Palm Springs, a corporation and "Division of National Missions of the Board of Missions of the Methodist Church", a corporation
Recorded: 1/22/1965, as Instrument No. 1965-8197 of Official Records

- 8 An instrument, upon the terms and conditions contained therein
 Entitled: Agreement Securing Repayment of Conditional Donation
 Dated: 9/1/1964
 Executed by and between: The Methodist Church of Palm Springs and Board of Missions and Church Extension of Southern California-Arizona Annual Conference of the Methodist Church, a corporation
 Recorded: 2/15/1965, [as Instrument No. 1965-17208](#) of Official Records
- 9 An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
 Recorded: [10/19/1965 as Instrument No. 1965-131551, Official Records.](#)
 For : street and highways, underground sewer, public utility installation and incidental purposes
 In favor of : City of Palm Springs, California, a municipal corporation
 Affects : The location of said easement is set forth therein.
- 10 An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
 Recorded: [11/19/1965 as Instrument No. 1965-131552, Official Records.](#)
 For : street and highways, underground sewer, public utility installations and incidental purposes
 In favor of : City of Palm Springs, California, a municipal corporation
 Affects : The location of said easement is set forth therein.
- 11 An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
 Recorded: [06/08/2006 as Instrument No. 2006-417315, Official Records.](#)
 For : streets, highways, underground sewers, public utility installations and incidental purposes
 In favor of : the City of Palm Springs, a California charter city
 Affects : The location of said easement is set forth therein.
- 12 An instrument, upon the terms and conditions contained therein
 Entitled: Memorandum of Agreement - CA5309/Paseo Point
 Dated: 7/29/2005
 Executed by and between: Methodist Church of Palm Springs, a California non-profit and Nextel of California, Inc., a Delaware corporation, d/b/a Nextel Communications
 Recorded: 9/21/2007, [as Instrument No. 2007-595225](#) of Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Assignment and Assumption of Lease and/or Rents
 Dated: 10/28/2016
 Executed by and between: Towerpoint acquisitions, LLC, a Delaware limited liability company ("Assignee") and The Methodist Church of Palm Springs a/k/a United Methodist Church of Palm Springs, a California non-profit corporation
 Recorded: 1/19/2017, [as Instrument No. 2017-23924](#) of Official Records
- 13 An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
 Recorded: [03/03/2016 as Instrument No. 2016-85377, Official Records.](#)
 For : Public utilities and incidental purposes
 In favor of : Southern California Edison Company, a corporation
 Affects : The location of said easement is set forth therein.
- 14 An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
 Recorded: [01/19/2017 as Instrument No. 2017-23923, Official Records.](#)
 For : Telecommunication easement and incidental purposes
 In favor of : TowerPoint Acquisitions, LLC, a Delaware limited liability company
 Affects : The location of said easement is set forth therein.
- 15 An instrument, upon the terms and conditions contained therein
 Entitled: Assignment and Assumption of Easement and Lease Documents
 Dated: 12/12/2016
 Executed by and between: Towerpoint Acquisitions, LLC, a Delaware limited liability company (Assignor") and LL Q2-16, LLC, a Delaware limited liability company ("Assignee")
 Recorded: 1/20/2017, [as Instrument No. 2017-25310](#) of Official Records

- 16 An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
 Recorded: [11/08/2017 as Instrument No. 2017-469415, Official Records.](#)
 For : Public utilities and incidental purposes
 In favor of : Southern California Edison Company, a corporation
 Affects : The location of said easement is set forth therein.

- 17 An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
 Recorded: [11/20/2018 as Instrument No. 2018-456226, Official Records.](#)
 For : Public utilities and incidental purposes
 In favor of : Southern California Edison Company, a corporation
 Affects : The location of said easement is set forth therein.

- 18 An unrecorded Lease, upon the terms, covenants and conditions therein provided, disclosed by Memorandum of Lease
 Dated: 1/1/2023
 Lessor: The Methodist Church of Palm Springs
 Lessee: New Cingular Wireless PCS, LLC, a Delaware limited liability company
 Term: as provided therein
 Recorded: 03/15/2023 as Instrument No. [2023-74989](#), Official Records.

- 19 "NOTE: Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact your title officer immediately for further review".

- 20 (A) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records;

 Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

 (B) Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

 (C) Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

 (D) Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records

 (E) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records

 (F) Any lien or right to a lien for services, labor or material theretofore or hereafter not shown by the public records.

Exceptions A-F will be omitted on extended coverage policies.

- 21 This company will require the following in order to insure title in, or a conveyance or encumbrance from the entity named below.

 Name: The Methodist Church of Palm Springs

 (a) A copy of the by-laws or articles of association (sometimes known as the "agreement" or "charter").

 (b) A copy of the resolution of the association approving the present transaction and identifying the subject land. The resolution should also state that the transaction is necessary for the business purposes of the association and should name the parties who are authorized to execute documents for the association.

- 22 Rights of parties in possession of said land by reason of unrecorded leases, if any. Please forward said leases for our examination.

- 23 Any facts, rights, interest or claims which may be shown by an inspection of the land or which may be disclosed by inquiry of persons in possession of said land.
- 24 Matters which may be disclosed by inspection and/or survey of said land or by inquiry of parties in possession thereof.

We will inform you as to whether C.L.T.A. endorsement 100 can be included in the policy when our inspection of the land or other investigation has been completed.

End of Schedule B

“NOTES AND REQUIREMENTS SECTION”**NOTE NO. 1**

California Revenue and Taxation Code Section 18662, effective January 1, 1994 and by amendment effective January 1, 2003, provides that the buyer in all sales of California Real Estate may be required to withhold 3 and 1/3% of the total sales price as California State Income Tax, subject to the various provisions of the law as therein contained.

NOTE NO. 2 PAYOFF INFORMATION:

Note: this company does require current beneficiary demands prior to closing.

If the demand is expired and a correct demand cannot be obtained, our requirements will be as follows:

- A. If this company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. The amount of this hold will be over and above the verbal hold the lender may have stipulated.
- B. If this company cannot obtain a verbal update on the demand, will either pay off the expired demand or wait for the amended demand, at the discretion of the escrow.
- C. In the event that a payoff is being made to a servicing agent for the beneficiary, this company will require a complete copy of the servicing agreement prior to close.

NOTE NO. 3

If this company is requested to disburse funds in connection with this transaction, chapter 598, statutes of 1989 mandates hold periods for checks deposited to escrow or sub-escrow accounts. The mandatory hold is one business day after the day deposited. Other checks require a hold period from three to seven business days after the day deposited.

Notice Regarding Your Deposit of Funds

California Insurance Code Sections 12413 *et. Seq.* Regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow and sub-escrow accounts and be available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company via cashier's checks drawn on a California based bank may be disbursed the next business day after the day of deposit. If funds are deposited with by other methods, recording or disbursement may be delayed. All escrow and sub-escrow funds received by the Company will be deposited with other funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The Company and/or its parent company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and the Company shall have no obligation to account to the depositing party in any manner for the value of, or to pay such party, any benefit received by the Company and/or its parent Company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the Company and/or its parent company and earnings on investments made on the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the Company for its services in connection with the escrow or sub-escrow.



**Orange Coast Title Company of Southern California -
Inland Empire Division**

1845 Business Center Drive, Suite 218
San Bernardino, CA 92408
909-825-8800

Attention:
Borrower: follow

Lenders supplemental report

The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented in order to reflect the following additional items relating to the issuance of an C.L.T.A. Standard Coverage Policy - 1990 (Owners Policy or Joint Protection) with C.L.T.A. Standard Coverage Policy - 1990 (Lender's Policy) form as follows:

- A. This report is preparatory to this issuance of an American Land Title Association loan policy of title insurance. This report discloses nothing, which would preclude the issuance of said American land title association loan policy of title insurance with endorsement no. 100 attached thereto.
- B. The improvements on said land are designated as:

A commercial property known as

1555 East Alejo Road, in the City of Palm Springs, County of Riverside, State of California.
- C. Our search of the public records revealed conveyance(s) affecting said land recorded within 24 months of the date of this report are as follows:

None.

Attention

Please note that this preliminary report now has an extra copy of the legal description on a separate sheet of paper. There are no markings on the page. The idea is to provide you with a legal description that can be attached to other documents as needed. That legal description page immediately follows this page.

Thank you for your support of **Orange Coast Title Company of Southern California - Inland Empire Division**. We hope that this makes your job a little easier.

Exhibit "A"

The West half of the Northeast quarter of the Northeast quarter of the Northeast quarter of Section 14, Township 4 South, Range 4 East, San Bernardino Base and Meridian, according to the Official Plat of said land filed in the District Land Office, April 5, 1928.

CLTA Preliminary Report Form – Exhibit B (06-03-11)**CLTA STANDARD COVERAGE POLICY – 1990
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- Defects, liens, encumbrances, adverse claims or other matters: (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
- Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
- Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
- Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- Any lien or right to a lien for services, labor or material not shown by the public records.

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02/03/10)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- Governmental police power, and the existence or violation of those portions of any law or government regulation concerning: a. building, b. zoning, c. land use d. improvements on the Land, e. land division; and f. environmental protection. This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
- The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- Risks: a. that are created, allowed, or agreed to by You, whether or not they recorded in the Public Records; b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date; c. that result in no loss to You; or d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e, 25, 26, 27, or 28.
- Failure to pay value for Your Title.
- Lack of a right: a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and b. in streets, alleys, or waterways that touch the Land. This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
- The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
- The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1 % of Policy Amount shown in Schedule A or \$ 2,500 (whichever is less)	\$ 10,000
Covered Risk 18:	1 % of Policy Amount shown in Schedule A or \$ 5,000 (whichever is less)	\$ 25,000
Covered Risk 19:	1 % of Policy Amount shown in Schedule A or \$ 5,000 (whichever is less)	\$ 25,000
Covered Risk 21:	1 % of Policy Amount shown in Schedule A or \$ 2,500 (whichever is less)	\$ 5,000

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning: * land use * improvements on the land * land division * environmental protection. This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
- The right to take the land by condemning it, unless: *a notice of exercising the right appears in the public records *on the Policy Date *the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
- Title Risks: *that are created, allowed, or agreed to by you *that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records *that result in no loss to you *that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
- Failure to pay value for your title.
- Lack of a right: *to any land outside the area specifically described and referred to in Item 3 of Schedule A OR *in streets, alleys, or waterways that touch your land. This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06)**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) Any law, ordinance or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered, assumed or agreed to by the Insured Claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy; (c) resulting in no loss or damage to the Insured Claimant; (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state in which the Land is situated.
- Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is (a) a fraudulent conveyance or fraudulent transfer, or (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b):

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Any facts, rights, interests or claims which are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
- Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06)**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to: (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (IV) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5. (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 3. Defects, liens, encumbrances, adverse claims, or other matters: (a) created, suffered, assumed, or agreed to by the Insured Claimant; (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy; (c) resulting in no loss or damage to the Insured Claimant; (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is (a) a fraudulent conveyance or fraudulent transfer; or (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement erected on the Land; (iii) the subdivision of the land; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risks 5, 6, 13(c), 13(d), 14, and 16. (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risks 5, 6, 13(c), 13(b), 14, and 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters (a) created, suffered, assumed or agreed to by the Insured Claimant; (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy; (c) resulting in no loss or damage to the Insured Claimant; (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 26); or (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured to comply with applicable doing-business laws of the state in which the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth in lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is (a) a fraudulent conveyance or fraudulent transfer, or (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

Orange Coast Title Company of Southern California - Inland Empire Division PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information that you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.
- Information we receive from providers of services to us, such as appraisers, appraisal management companies, real estate agents and brokers and insurance agencies (this may include the appraised value, purchase price and other details about the property that is the subject of your transaction with us).
- Information about your transactions with us, our Affiliated Companies, or others; and
- Information we receive from a consumer reporting agency.

Your California Rights (immediately following this Privacy Policy) or you may visit our website at <https://www.titleadvantage.com/privacypolicy.htm> or call toll-free at (866) 241-7373. Only applies to CA residents

Use of Information

We request information from you for our own legitimate business purposes and not for benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Other Important Information

We reserve the right to modify or supplement this Privacy Policy at any time. If our Privacy Policy changes, we will provide the new Privacy Policy before the new policy becomes effective.

Last Revision 12/26/2019
Effective on 1/01/2020

Your California Rights

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act ("CCPA"). All phrases used herein shall have the same meaning as those phrases used under relevant California law, including but not limited to the CCPA.

Right to Know

You have the right to know:

- The categories of personal information we have collected about or from you;
- The categories of sources from which we collected your personal information;
- The business or commercial purpose for collecting or sharing your personal information;
- The categories of third parties with whom we have shared your personal information; and
- The specific pieces of your personal information we have collected.

Process to Submit a Request. To submit a verified request for this information you may visit our website at <https://www.titleadvantage.com/privacypolicy.htm> or call toll-free at (866) 241-7373. You may also designate an authorized agent to submit a request on your behalf by visiting our website <https://www.titleadvantage.com/privacypolicy.htm> or calling toll-free at (866) 241-7373 and then also submitting written proof of such authorization via e-mail to dataprivacy@octitle.com.

Verification Method. In order to ensure your personal information is not disclosed to unauthorized parties, and to protect against fraud, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right of Deletion

You have a right to request that we delete the **personal information** we have collected from or about you.

Process to Submit a Request. To submit a verified request to delete you information you may visit our website at <https://www.titleadvantage.com/privacypolicy.htm> or call toll-free at (866) 241-7373. You may also designate an authorized agent to submit a request on your behalf by clicking here or calling toll-free at (866) 241-7373 and then also submitting written proof of such authorization via e-mail to dataprivacy@octitle.com.

Verification Method. In order to ensure we do not inadvertently delete your **personal information** based on a fraudulent request, we will verify your identity before we respond to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the **personal information** requested to be deleted, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right to Opt-Out

We do not sell your **personal information** to third parties, and do not plan to do so in the future.

Right of Non-Discrimination

You have a right to exercise your rights under the CCPA without suffering discrimination. Accordingly, OC Title & family of Companies will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

California Minors

If you are a California resident under the age of 18, California Business and Professions Code § 22581 permits you to request and obtain removal of content or information you have publicly posted on any of our Applications or Websites. To make such a request, please send an email with a detailed description of the specific content or information to dataprivacy@octitle.com. Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and there may be circumstances in which the law does not require or allow removal even if requested.

Collection Notice

The following is a list of the categories of **personal information** we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the

categories of sources from which we may have collected the **personal information**, and the categories of third parties with whom we may have shared the **personal information**:

Categories of Personal Information Collected

The categories of **personal information** we have collected include, but may not be limited to:

- real name
- Signature
- Alias
- SSN
- physical characteristics or description, including protected characteristics under federal or state law
- address
- telephone number
- passport number
- driver's license number
- state identification card number
- IP address
- policy number
- file number
- employment history
- bank account number
- credit card number
- debit card number
- financial account numbers
- commercial information
- professional or employment information

Categories of Sources

Categories of sources from which we've collected **personal information** include, but may not be limited to:

- the consumer directly
- public records
- governmental entities
- non-affiliated third parties
- affiliated third parties

Business Purpose for Collection

The business purposes for which we've collected **personal information** include, but may not be limited to:

- completing a transaction for our Products
- verifying eligibility for employment
- facilitating employment
- performing services on behalf of affiliated and non-affiliated third parties
- protecting against malicious, deceptive, fraudulent, or illegal activity

Categories of Third Parties Shared

The categories of third parties with whom we've shared **personal information** include, but may not be limited to:

- service providers
- government entities
- operating systems and platforms
- non-affiliated third parties
- affiliated third parties

Sale Notice

We have not sold the **personal information** of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated, and we have no plans to sell such information in the future. We also do not, and will not sell the **personal information** of minors under sixteen years of age without affirmative authorization.

Disclosure Notice

The following is a list of the categories of **personal information** of California residents we may have disclosed for a business purpose in the twelve months preceding the date this Privacy Notice was last updated.

- real name
- Signature
- Alias
- SSN
- physical characteristics or description, including protected characteristics under federal or state law
- telephone number
- passport number
- driver's license number
- state identification card number
- IP address
- policy number
- file number
- bank account number
- credit card number
- debit card number
- financial account numbers
- commercial information
- professional or employment information

- address
- employment history

If you have any questions and/or comments you may contact us:

Call Us at our toll free number (866) 241-7373

Email Us at dataprivacy@octitle.com

Mail:

Orange Coast Title

Attn: Privacy Officer

1551 N. Tustin Ave., Ste. 300

Santa Ana, CA 92705

Effective on 1/1/2019

Revised on 12/23/2019



Orange Coast Title Company of
Southern California - Inland
Empire Division

1845 Business Center Drive, Suite 218
San Bernardino, CA 92408
909-825-8800

OWNER'S AFFIDAVIT

State of _____ }
County of _____ } S.S.

Order No.: 210-2373529-10

The undersigned, _____, (owner's name)
being first duly sworn, depose and say as follows:

1. That the undersigned is/are the owner(s) of certain real property situated in the City of Palm Springs, County of Riverside and State of California, commonly known as 1555 East Alejo Road and more particularly described in Schedule "A" attached hereto (the "Property"):
2. That within the last ninety (90) days, including the date hereof, no person, firm or corporation has furnished any labor, services or materials in connection with the construction or repair of any buildings, fixtures or improvements on the Property, EXCEPT (if work has been performed or materials furnished within the last (90) days, please explain fully and state whether payment for the same has been made in full): _____.
3. That there are no present tenants, lessees or other parties in possession or who have a right to possession of said Property, EXCEPT: (if none, state "None") _____.
4. That the undersigned has/have no knowledge of any taxes or special assessments which are not shown as existing liens by the public records other than as follows: _____.
5. That the taxes for Installment ___ of fiscal year _____ are paid. Installment ___ of fiscal year _____ is not yet due.
6. That the undersigned has/have no knowledge of, nor has/have the undersigned created, any violations of any covenants, restrictions, agreements, conditions or zoning ordinances affecting the Property.
7. That Property is free of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever, except for the following mortgages or deeds of trust; _____ and except for real estate and personal property taxes for Installment ___ of fiscal year _____ and subsequent years.
8. That there are no mechanic's, materialmen's or laborer's liens against the above described Property, nor is any party entitled to assert any mechanic's, materialmen's or laborer's liens against the Property.
9. That there are no unrecorded leases or agreements affecting the Property, other than the Agreement of Sale between the undersigned and _____ as purchasers of the Property dated _____.
10. That there are no open, unexercised options to purchase or rights of first refusal to purchase the Property.
11. That no judgment or decree has been entered in any court of this State or the United States against the undersigned and which remain unsatisfied, EXCEPT _____.
12. The undersigned further state(s) that he/she/they are each familiar with the nature of an oath; and with the penalties under the laws of the state for making false statements in any instruments of this nature. The undersigned further certify(ies) that they have read, this affidavit, or have had it read to them, and understand its context.

13. That I/WE have made this Affidavit for the purpose of inducing Orange Coast Title Company of Southern California - Inland Empire Division to issue one or more policy(ies) of title insurance insuring interests in the Property, and that said title company is relying on the statements set forth in this Affidavit in issuing said policies, free and harmless from and against any and all actions, causes, of action, loss, cost, expense, or damages that may be brought against or suffered or incurred by Orange Coast Title Company of Southern California - Inland Empire Division or its underwriters, in relying on the truth and accuracy of the statements contained herein.

By: _____
Name: _____

By: _____
Name: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of _____ }
County of _____ } S.S.

On _____, before me, _____,
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 this 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: _____

(Notary Seal)
Exhibit "A"

The West half of the Northeast quarter of the Northeast quarter of the Northeast quarter of Section 14, Township 4 South, Range 4 East, San Bernardino Base and Meridian, according to the Official Plat of said land filed in the District Land Office, April 5, 1928.



Orange Coast Title Company of
Southern California - Inland
Empire Division

1845 Business Center Drive, Suite 218
San Bernardino, CA 92408
909-825-8800

DECLARATION OF OCCUPANCY
(Loan Transaction)

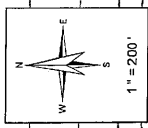
The undersigned, _____,
(owner’s name) depose(s) and say(s) as follows:

- 1. The undersigned is/are the owner(s) of certain real property situated in the City of Palm Springs, County of Riverside and State of California, commonly known as 1555 East Alejo Road, herein referred to as “Property”:
- 2. The undersigned is/are obtaining a loan from _____ to be secured by a Deed of Trust against the Property, which is the subject of this transaction.
- 3. The undersigned currently occupy the Property as the undersigned’s principal address, and intend to continue to occupy the same as the undersigned’s principal residence following the close of this transaction.
- 4. The undersigned understand(s) that Orange Coast Title Company of Southern California - Inland Empire Division is relying on this information in calculating the recording fees for all real estate instruments, papers, and notices recorded in connection with this transaction in accordance with *California Government Code §27388.1(a)(2)*.
- 5. The undersigned agree(s) to indemnify and hold Orange Coast Title Company of Southern California - Inland Empire Division harmless from and against, and to pay any additional recording fees and/or penalties arising out of, or in connection with, the inaccuracy of the information set forth herein.

The undersigned declare(s) under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this Declaration was executed on _____, at _____, _____.

By: _____
Name: _____

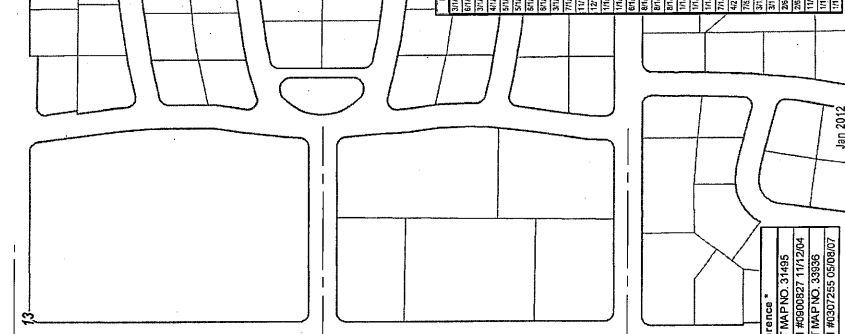
By: _____
Name: _____



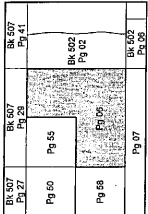
Legend

- - - Lot Lines
- - - Right-of-Way
- - - Out Lines
- - - Reference L.O.W.
- - - Subdivision
- - - Leases Area
- - - Subdivision Trc. Mark

Area	Section Number	Area Number
065	1	1
065	2	2
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065	100	100



Map Reference *
 MR 357116 - 18 TRACT MAP NO. 31485
 CM 141711 - 100 LOT 1 M9300827 11/12/04
 MR 417764 - 66 TRACT MAP NO. 33336
 CM 188500 - 119 LOT 1 M307255 05/08/07



Date:
 SS 20/95
 SS 10/21, 5/8/05, 9/9
 RR 1/03E

Jfernandez

ASSESSOR'S MAP BK008 PG 08
 Riverside County, Calif.



THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.