

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City Clerk
City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260

Space Above This Line for Recorder's Use Only

TEMPORARY EASEMENT AND MAINTENANCE AGREEMENT

THIS TEMPORARY EASEMENT AND MAINTENANCE AGREEMENT ("Agreement") is entered into as of the ___ day of July, 2024 ("Effective Date"), by and between the CITY OF PALM DESERT, a California municipal corporation ("Grantor") and PULTE HOME COMPANY, LLC, a Michigan limited liability company ("Grantee").

RECITALS

A. Grantor is the fee owner of that certain real property located in the City of Palm Desert, County of Riverside, State of California more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Grantor Property").

B. Grantee is the fee owner of that certain real property located in the City of Palm Desert, County of Riverside, State of California more particularly described on Exhibit "B" attached hereto and incorporated herein by reference (the "Grantee Property").

C. Grantor desires to grant to Grantee a non-exclusive easement over the Grantor Property (the "Easement Area") for purpose of ingress and egress to the Grantee Property and for drainage over and across Grantor Property upon the terms and conditions set forth in this Agreement until such time that the Grantee obtains the Grantor Property in fee.

NOW, THEREFORE, incorporating the foregoing Recitals and in consideration of the mutual covenants, promises and undertakings set forth herein, the parties hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee and Grantee's employees, agents, and contractors ("Permittees") a nonexclusive temporary easement over and across Grantor Property for (i) ingress and egress to the Grantee Property, including for the purpose of access for construction on the Grantee Property, (ii) drainage over, under and across the Grantor Property for natural storm water runoff, including the construction and installation of drainage facilities, and (iii) ingress and egress onto the Grantor Property to plant and maintain vegetation on Grantee Property (the "Easement").

2. Temporary Easement. The grant of the Easement shall continue until the earlier of (i) one (1) year from the date of this Agreement, or (ii) such time that the Grantee obtains the Grantor Property in fee. At the sole election of Grantor, this Agreement may be renewed for successive terms of one (1) year upon written notice from Grantor to Grantee. Unless Grantor has provided Grantee written notice of renewal at least ninety (90) days prior to the end of the then current term, this Agreement shall terminate as of the end of the then current term.

3. Construction of Drainage Facilities. Grantee shall not construct any drainage facilities within the Easement Area unless such drainage facilities are constructed in accordance with drainage plans approved in writing by Grantor and otherwise in accordance with all applicable laws.

4. Maintenance of Easement Area. Grantee shall, at Grantee's sole expense, at all times keep the Easement Area clean and free of debris and other obstructions and in compliance with all requirements of applicable laws and ordinances, and shall keep any improvements, including any drainage facilities, within the Easement Area in good order, condition and repair.

5. Installation and Maintenance of Landscaping. Grantee agrees that all landscaping within the Easement Area, including, without limitation, trees, shrubs and other vegetation, drainage and irrigation systems, shall be installed as provided in a landscape plan approved in writing by Grantor and following installation shall be permanently maintained in good, first class condition, healthy, without deterioration, free of waste and debris, and in conformity with the landscaping maintenance standards of Grantor. Dead or diseased plants shall be promptly replaced with landscaping similar in type, size and quality. Automatic irrigation systems shall be properly maintained and other reasonable and adequate landscape maintenance facilities and procedures shall be provided to fulfill the foregoing requirements.

6. Maintenance by Grantor. Grantee agrees that if Grantee fails to perform any of the maintenance required pursuant to this Agreement, the Grantor may give written notice of the deficiency to the Grantee who shall have twenty (20) days to make the necessary correction, and if the correction is not made within twenty (20) days the Grantor may elect to perform the necessary maintenance. The Grantor may act either through its own employees or through an independent contractor. All costs incurred by Grantor in performing any maintenance pursuant to this Section shall be reimbursed to Grantor by Grantee within thirty (30) days of written demand by Grantor. If Grantee fails to pay the costs incurred by the Grantor within thirty (30) days of the date demand was made, the Grantor may make the costs a lien upon the Grantee Property by recording a notice that it has incurred expenses under the terms of this Agreement with the County Recorder of Riverside County. The notice shall state the fact that the City has incurred the costs under the terms of this Agreement and shall state the amount, together with the fact that it is unpaid, and draws interest at the rate of 10 percent a year until paid.

7. Condition; Assumption of Risk; Indemnity. Grantee hereby accepts the Easement Area subject to all matters of record; provided, however, that any existing mortgagees or beneficiaries of any deeds of trust encumbering the Easement Area shall have consented to and subordinated the lien of such mortgage or deed of trust to this Agreement. To the maximum extent allowed by law, Grantee, for itself and on behalf of its Permittees, hereby assumes any and all risk of loss, damage or injury of any kind to any person or property in connection with the use of the

Easement Area. To the fullest extent permitted by law, Grantee shall defend (with counsel reasonably acceptable to Grantor), indemnify and hold harmless Grantor and its councilmembers, partners, members, managers, shareholders, officers, directors, employees, contractors, agents, successors and assigns (each, the "Indemnified Party"), from and against any and all claims, judgments, mechanics liens, demands, actions, proceedings, losses, costs, expenses or any other liabilities (including, without limitation, reasonable attorneys' fees and expenses) related to or arising out of any personal injury (including death) or damage to property occurring within the Easement Area, except to the extent caused solely by the gross negligence or willful misconduct of the Indemnified Party.

8. Insurance. Grantee shall maintain (i) a policy of comprehensive general liability insurance from a reputable insurance company acceptable to Grantor with a limit of liability of not less than Two Million Dollars (\$2,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate, and (ii) a comprehensive umbrella or excess liability insurance policy with a limit of liability of not less than Two Million Dollars (\$2,000,000) per occurrence and aggregate. The policies shall be primary insurance and shall name Grantor as an additional insured. Upon request by Grantor, Grantee shall provide Grantor with a certificate of insurance evidencing Grantee's coverage in compliance herewith, including copies of the insurance policies if requested by Grantor. Grantor may from time to time in its commercially reasonable judgment increase the amount of coverage or otherwise modify the foregoing insurance requirements upon written notice to Grantee.

9. Retained Rights. Grantor shall retain all rights in the Easement Area which are not inconsistent with the rights granted herein, including the right to make any repairs, alterations or improvements to the Easement Area or the Grantor Property or any improvements thereon, and the right to grant additional easements over the Easement Area or the Grantor Property.

10. Successors and Assigns; Covenants Running with the Land. The rights and obligations of the parties hereunder shall constitute covenants, benefits and burdens which run with the land and which shall be binding upon, and inure to the benefit of, the successors and assigns of each party hereto as the owners of the Grantor Property and the Grantee Property, respectively. Upon the closing of any sale or other transfer by an owner of the fee simple interest in its property, the grantor shall be released from any obligations which arise under this Agreement on or after the date of such sale or other transfer (the "Transfer Date"). No such conveyance shall operate to release the grantor from any obligation which arises under this Agreement prior to the Transfer Date, which shall remain the obligation of such transferring owner.

11. Estoppel Certificate. Each party, upon the written request of the other party, shall execute and deliver to the requesting party within fifteen (15) days of receipt of any such request, an estoppel certificate stating:

(a) Whether the party to whom the request has been directed knows of any default by the other party under this Agreement, and if there are known defaults, specifying the nature thereof;

(b) Whether this Agreement has been amended in any way (and if it has, then stating the nature thereof); and

(c) That to such party's knowledge, this Agreement, as of the date of the estoppel certificate, is in full force and effect.

12. Notices. All notices, consents, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been duly given if and when personally served, or on the date of actual receipt or rejection if deposited in the United States mail in the State of California, registered or certified with return receipt requested, postage prepaid, and properly addressed to the person to whom such notice is directed. For the purpose of this paragraph, "properly addressed" shall mean:

If sent to the City of Palm Desert, then addressed to it at 73510 Fred Waring Drive Palm Desert, CA 92260, Attention: City Manager.

If sent to any other party, at the address to which property tax notices are sent or as may otherwise be provided in a written notice sent by such party in accordance with the next paragraph.

Each party shall have the right to direct another address for notice hereunder by a supplement to this Agreement recorded with the office of the County Recorder of Riverside County, California provided a copy thereof is also duly served upon the other party at the last address referred to in this Agreement or in a recorded supplement thereto furnished by such party in writing to the party sending such notice.

13. Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California. Titles and captions are for convenience only and shall not constitute a portion of this Agreement.

14. Modifications. Except as set forth herein, any alteration, change or modification of or to this Agreement, in order to become effective, shall be by written instrument executed and acknowledged on behalf of each party hereto and recorded in the Official Records of the Riverside County Recorder.

15. Waiver. No waiver by any party of a breach of any provision of this Agreement shall be effective except by a written instrument executed by the party granting such waiver, and any such waiver shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or of another provision hereof.

16. Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect to the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

17. Attorneys' Fees. Should suit be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover, as an element of a cost of suit and not as damages, reasonable attorneys' fees to be fixed by the court. The term prevailing party shall be

the party entitled to recover its costs of suit, regardless of whether such suit proceeds to final judgment. A party not entitled to recover its costs shall not be entitled to recover attorneys' fees.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall be considered one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

GRANTOR:

CITY OF PALM DESERT,
a California municipal corporation

By: _____
Name: _____
Title: _____

[Signatures continue on the following page]

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)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.


I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

GRANTEE:

PULTE HOME COMPANY, LLC,
a Michigan limited liability company,

By: 
Name: DARREN WARREN
Title: Vice President Land Acquisitions & Development

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.

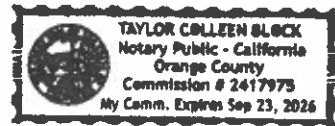
State of California)
County of Orange)

On July 10, 2024, before me, Taylor Colleen Block,
(insert name and title of the officer)

Notary Public, personally appeared Darren Warren,
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 Taylor Colleen Block (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF GRANTOR PROPERTY

[See attached]

EXHIBIT "A"
LEGAL DESCRIPTION

IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, A PORTION OF RIGHT-OF-WAY DEDICATION (FEE), RECORDED APRIL 4, 2023, AS INSTRUMENT NO. 2023-0095443, OFFICIAL RECORDS OF SAID COUNTY, LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 6 EAST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID RIGHT-OF-WAY DEDICATION;

THENCE NORTH 00°03'36" EAST, A DISTANCE OF 226.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 330.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 89°56'24" WEST;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°05'48", AN ARC DISTANCE OF 202.14 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 54°57'48" WEST TO THE EAST LINE OF SAID RIGHT-OF-WAY DEDICATION;

THENCE NON-TANGENT TO SAID CURVE ALONG SAID EAST LINE SOUTH 00°03'36" WEST, A DISTANCE OF 36.26 FEET TO THE SOUTHEAST CORNER OF SAID RIGHT-OF-WAY DEDICATION,

THENCE ALONG SAID SOUTHERLY LINE OF SAID RIGHT-OF-WAY DEDICATION NORTH 89°56'24" WEST, A DISTANCE OF 60.00 FEET TO THE **POINT OF BEGINNING**;

SUBJECT TO EXISTING EASEMENTS, COVENANTS, RIGHTS AND RIGHTS-OF-WAY OF RECORD.

CONTAINING 5,821 SQUARE FEET OR 0.134 ACRES MORE OR LESS.

EXHIBIT "B"

LEGAL DESCRIPTION OF GRANTEE PROPERTY

[See attached]

PARCEL "B" Per PMW 23-0006

IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, A PORTION OF PARCEL "B" OF THAT CERTAIN CERTIFICATE OF COMPLIANCE NO. 21-0009, RECORDED APRIL 7, 2022, AS INSTRUMENT NO. 2022-0167200 AND PARCEL 3 OF THAT CERTAIN CERTIFICATE OF COMPLIANCE NO. 88-1, RECORDED JUNE 1, 1988, AS INSTRUMENT NO. 146461, OFFICIAL RECORDS OF SAID COUNTY, LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 6 EAST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "B";

THENCE SOUTH 00°03'36" WEST, ALONG THE WESTERLY LINE OF PARCEL "B", A DISTANCE OF 539.76 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 89°58'51" EAST, A DISTANCE OF 535.92 FEET;

THENCE SOUTH 00°01'09" EAST, A DISTANCE OF 82.00 FEET;

THENCE NORTH 89°58'51" EAST, A DISTANCE OF 19.25 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 30.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°43'23", AN ARC DISTANCE OF 22.89 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 89.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 43°44'32" EAST;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 87°26'46", AN ARC DISTANCE OF 135.83 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 30.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 43°42'14" EAST;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°43'23", AN ARC DISTANCE OF 22.89 FEET;

THENCE NORTH 89°58'51" EAST, A DISTANCE OF 445.25 FEET;

THENCE NORTH 00°01'09" WEST, A DISTANCE OF 491.94 FEET;

THENCE NORTH 43°30'23" WEST, A DISTANCE OF 65.77 FEET;

THENCE NORTH 89°56'24" WEST, A DISTANCE OF 14.63 FEET TO THE EASTERLY RIGHT-OF-WAY LINE AS SHOWN IN GRANT OF RIGHT-OF-WAY RECORDED DECEMBER 13, 2022, AS INSTRUMENT NO. 2022-0500103, OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH 00°03'36" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 354.14 FEET TO A POINT ON THE SOUTHERLY LINE OF PARCEL "A" AS DESCRIBED IN QUITCLAIM DEED, RECORDED JULY 21, 2014, AS DOCUMENT NO. 2014-0268859, OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH 89°55'15" EAST, ALONG SAID SOUTHERLY LINE A DISTANCE OF 214.39 FEET TO A POINT ON THE EASTERLY LINE OF PARCEL "B" OF SAID CERTIFICATE OF COMPLIANCE NO. 21-0009;

THENCE SOUTH 00°01'14" EAST, ALONG THE EASTERLY LINE OF SAID PARCEL B AND THE EASTERLY LINE OF PARCEL 3 OF SAID CERTIFICATE OF COMPLIANCE NO. 88-1, A DISTANCE OF 3332.57 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 3;

THENCE SOUTH 89°53'06" WEST, ALONG THE SOUTHERLY LINE OF SAID PARCEL 3, A DISTANCE OF 1323.18 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 3;

THENCE NORTH 00°02'47" EAST, ALONG THE WESTERLY LINE OF SAID PARCEL 3, A DISTANCE OF 1332.86 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL B;

THENCE NORTH 00°03'36" EAST, ALONG THE WESTERLY LINE OF SAID PARCEL B, A DISTANCE OF 1189.86 FEET, TO THE **TRUE POINT OF BEGINNING**.

SUBJECT TO EXISTING EASEMENTS, COVENANTS, RIGHTS AND RIGHTS-OF-WAY OF RECORD.

CONTAINING 78.797 ACRES MORE OR LESS.