

**LEASE AGREEMENT  
73750 CATALINA WAY, PALM DESERT, CA  
(APN 627-111-028)**

THIS LEASE ("Lease") is made and entered into by and between the City of Palm Desert, a California charter city, ("Landlord"), and the Cove Communities Senior Association, a non-profit corporation dba The Joslyn Center ("Tenant") dated November 16, 2017. Landlord and Tenant are sometimes referred to individually as "Party" and collectively as "Parties."

**RECITALS**

WHEREAS, on May 5, 1982, Landlord and Tenant's predecessor, Palm Desert Seniors Association, entered into an agreement to lease the unimproved land located at the northwest corner of Catalina Way and San Pascual Avenue in the City of Palm Desert, California 92260 ("City"), as legally described in **Exhibit "A"** ("Land") and,

WHEREAS, over the past thirty years, Tenant has occupied the Land and constructed various improvements on it, including buildings, and now owns the Joslyn Center buildings on the Land ("Center"), as shown in the Site Plan as **Exhibit "B"**; and,

WHEREAS, Landlord desires to lease the Land to Tenant and Tenant desires to hire the Land from Landlord.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereto agree as follows:

**ARTICLE 1**

**LAND**

Landlord, subject to the terms hereafter set forth, shall lease to Tenant the Land, as legally described in Exhibit "A," which is attached hereto and incorporated herewith. The Land includes the land under the Center, the Grounds, and the Parking Area as shown on the Site Plan in Exhibit "B," which is attached hereto and incorporated herewith. The Grounds include all common areas and landscaped areas on the Land that are used by the Center, their employees, agents, customers, volunteers, visitors, and other invitees. The Parking Area includes all parking spaces, parking areas, driveways and sidewalks.

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**ARTICLE 2**

**LEASE**

Landlord leases to Tenant and Tenant hires from Landlord the Land for the Term, pursuant to all of the terms, covenants, and conditions contained herein.

**ARTICLE 3**

**TERM**

3.1 The Lease shall have a twenty (20) year term, with an option to renew the Lease for another twenty (20) year term at the end of the first term, unless terminated earlier by Tenant or Landlord as provided for in Article 19 of this Lease.

3.2 Within thirty (30) calendar days of the expiration of the term or sooner termination of the Lease of Land, Tenant may remove from the Land all of its personal property, furniture, fixtures, equipment and such other items Tenant has installed or placed therein, and Tenant shall repair all damage to the Land resulting from such removal.

**ARTICLE 4**

**LEASE PAYMENTS**

The Land is leased to Tenant for the sum of One Dollar (\$1.00) per year ("Lease Payment"), payable to Landlord in advance, on or before January 1, 2017, and again on or before January 1st of each subsequent year throughout the Term of this Lease.

**ARTICLE 5**

**PARKING AREA**

The Parking Area shall be utilized for public parking during the Term. Tenant shall not preclude, limit, regulate, hinder, tax, charge, gate, or otherwise impinge upon the rights of the general public to freely access, use and enjoy the Parking Area.

**ARTICLE 6**

**ALTERATIONS**

Tenant shall not make any major structural alterations to the land without the consent of Landlord. Tenant, at its sole cost and without any consent from Landlord, shall have the right to make alterations to the Center, so long as such alterations do not substantially reduce or impair the value of the land and so long as the alterations are made so as to keep the land free of liens.

**ARTICLE 7**

**USE**

Tenant may use the Land for the purpose of operating the Joslyn Center as a center for primarily providing services and programs for senior citizens and related activities, and for any other lawful use.

**ARTICLE 8**

**MAINTENANCE AND REPAIR**

Tenant shall maintain the Land to Tenant's own standards, provided that Tenant shall maintain the Land in good condition and repair, ordinary wear and tear thereof from reasonable and normal use and damage from casualty excepted. Tenant shall be exempted from maintaining the following portions of the property:

8.1 Two trees and landscaped area located adjacent and to the East of the city owned building with the street address of 73-600 A, Catalina Way, Palm Desert, CA (see Exhibit "B"). The currently existing wrought iron fence is utilized as the boundary marker. The fence maintenance is the responsibility of Tenant.

8.2 The City shall be responsible for maintenance, repair and warranty of the City installed emergency generator. At the conclusion of the generator's warranty period, the Landlord and Tenant agree to discuss the optional transferring ownership and maintenance responsibilities to the Tenant.

8.3 The Tenant shall be responsible for the maintenance of the emergency fire lane as identified in Exhibit "B", but shall be exempted from repairing any damage resulting from the use of the existing fire lane by emergency vehicles, equipment and personnel needed to access the adjacent Catalina Gardens Apartments and the Community Center building. The Landlord shall be responsible for repairs resulting from emergency vehicle access of to the fire lane.

**ARTICLE 9**

**UTILITIES.**

Tenant shall be responsible for the payment of all water, gas, electricity, and other utilities used by or supplied to Tenant for its use of the Land.

**ARTICLE 10**

**INSPECTION OF LAND.**

Landlord shall have the right to enter upon the Land for the purposes of inspection, serving or posting notices, or complying with laws.

**ARTICLE 11**

**LIENS.**

Except for such as may be contested in good faith, Tenant will promptly pay and discharge any and all claims for work or labor done or supplies furnished or services rendered at the request of Tenant and shall keep the Land free and clear of all mechanics' and materialmen's liens in connection therewith. In the event a mechanic's lien is recorded against the Land, which is caused by the acts or omissions of Tenant or any contractor or supplier hired or retained by Tenant, Tenant shall indemnify, defend and hold Landlord harmless from all costs, losses, damages or causes of action arising from any such lien. If Tenant shall fail to cause any such lien for which is it is required to indemnify the Landlord from hereunder to be discharged or bonded within thirty (30) calendar days of being notified of the recording thereof, then, in addition to any other right or remedy of Landlord, Landlord may discharge the same by paying the amount claimed to be due or may cause the same to be bonded over, and the amount so paid by Landlord, including reasonable attorney fees incurred by Landlord in either defending against such lien or procuring the discharge or bonding of such lien, shall be due and payable by Tenant to Landlord, as additional rent, within fifteen (15) calendar days after demand. Landlord shall be notified by Tenant prior to the commencement of any work to be done or materials to be supplied to the Land in order to permit the Landlord to post any notice of non-responsibility that is authorized under the laws of the State of California. In the event a mechanic's lien is recorded against the Land, which is not caused by the acts or omissions of Tenant or any contractor or supplier hired or retained by Tenant, Landlord shall indemnify, defend and hold Tenant harmless from all costs, losses, damages or causes of action arising from any such lien.

**ARTICLE 12**

**INDEMNITY**

12.1 Tenant's Indemnity. Tenant shall indemnify, defend and hold Landlord, its officers, employees, agents, independent contractors, elected and appointed officials, and volunteers (collectively the "Landlord Parties") harmless from and against any and all claims, demands, liabilities, fines, suits, actions, proceedings, orders, decrees, judgments, losses, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of, or occurring in connection with, any negligent act or omission of Tenant or Tenant's Parties causing any property damage or personal injury, or any breach by Tenant of any of Tenant's duties, representations, warranties or covenants under this Lease except and to the extent caused by or resulting from the negligence or willful misconduct of Landlord or the Landlord Parties. This indemnity and hold harmless agreement shall include indemnity against all expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel selected by Tenant and reasonably acceptable to Landlord or counsel selected by an insurance company which has accepted the defense of any such claim. Tenant's indemnification as set forth above shall survive the expiration or earlier termination of the Lease.

12.2 Landlord's Indemnity. Landlord shall indemnify, defend, and hold harmless Tenant, its officers, directors, employees, agents, independent contractors, and volunteers from and against any and all claims, demands, liabilities, fines, suits, actions, proceedings, orders, decrees, judgments, losses, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of, or occurring in connection with, any negligent act or omission of Landlord or Landlord Parties causing any property damage or personal injury or any breach by Landlord of any of Landlord's duties, representations, warranties or covenants under this Lease except and to the extent caused by or resulting from the negligence or willful misconduct of Tenant or any party under Tenant's control. This indemnity and hold harmless agreement shall include indemnity against all expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel selected by Landlord and reasonably acceptable to Tenant or counsel selected by an insurance company which has accepted the defense of any such claim. Landlord's indemnification obligations as set forth above shall survive the expiration or earlier termination of the Lease.

## ARTICLE 13

### INSURANCE

13.1 Limits. Tenant shall maintain, throughout the term of the Lease, adequate insurance insuring Tenant, its officers, employees, and agents, to protect the City, its elected and appointed officers, agents, and employees against claims and damages that may arise as a result of the construction, operation, or repair of the Land.

13.2 Without limiting Tenant's indemnification of Landlord, and prior to commencement of Lease, Tenant shall obtain, provide and maintain at its own expense during the term of this Lease, policies of insurance of the type and amounts described below and in a form satisfactory to Landlord.

13.2.1 General Liability Insurance. Tenant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

13.2.2 Automobile Liability Insurance. If deemed necessary by the Landlord's Risk Manager, Tenant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Tenant arising out of or in connection with its use of the Land under this Lease, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

13.2.3 Workers' Compensation Insurance. Tenant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Tenant shall submit to Landlord, along with the certificate

of insurance, a Waiver of Subrogation endorsement in favor of the City of Palm Desert, its officers, agents, employees, and volunteers.

13.2.4 Property Insurance. Upon commencement of construction of Tenant Improvements and betterments, or installation of equipment, with approval of Landlord, Tenant shall obtain and maintain insurance on Tenant's improvements and betterments. Policy shall be provided for replacement value on an "all risk" basis. "Tenant Improvements" means the improvements constructed or added to the Land by Tenant as permitted hereunder. There shall be no coinsurance penalty provision in any such policy.

13.2.5 Commercial Property Insurance: Tenant shall procure and maintain commercial property insurance, providing all risk coverage for the Land and Center. Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, earthquake, criminal or negligent acts of others, or any other cause.

13.2.6 Liquor Liability Insurance: At any times that Tenant, or anyone using the Land, intends to serve alcoholic beverages on the Land, Tenant shall procure and maintain liquor liability insurance with a minimum limit of liability in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, covering personal injury (including bodily injury and death) and property damage which may arise from or in connection with the sale or service of alcoholic beverages by Tenant hereunder.

13.3 Proof of Insurance. Tenant shall provide certificates of insurance and the applicable additional insured endorsements to Landlord as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Landlord's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Landlord at all times during the term of this contract. Landlord reserves the right to require complete, certified copies of all required insurance policies, at any time.

13.4 Duration of Coverage. Tenant shall procure and maintain for the duration of the Lease insurance against claims for injuries to persons or damages to property, which may arise from or in connection with activities of the Tenant, its agents, representatives, employees and invitees

13.5 Primary/Noncontributing. Coverage provided by Tenant shall be primary and any insurance or self-insurance procured or maintained by Landlord shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Landlord, before the Landlord's own insurance or self-insurance shall be called upon to protect it as a named insured.

13.6 Landlord's Rights of Enforcement. In the event any policy of insurance required under this Lease does not comply with these specifications or is canceled and not replaced, Landlord has the right, but not the duty, to obtain the insurance it deems necessary and any premium paid by Landlord will be promptly reimbursed by Tenant.

13.7 Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance, or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Landlord's Risk Manager.

13.8 Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Lease shall be endorsed to waive subrogation against Landlord, its elected or appointed officers, agents, officials, employees, and volunteers; or shall specifically allow Tenant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Tenant hereby waives its own right of recovery against Landlord, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

13.9 Enforcement of Contract Provisions (non estoppel). Tenant acknowledges and agrees that any actual or alleged failure on the part of the Landlord to inform Tenant of non-compliance with any requirement imposes no additional obligations on the Landlord, nor does it waive any rights hereunder.

13.10 Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Article are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Landlord.

13.11 Notice of Cancellation. Tenant agrees to ask its insurance agent or broker and insurers to provide to Landlord with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

13.12 Additional Insured Status. General liability policy, liquor liability insurance, auto policy (if required) shall provide, or be endorsed to provide, that the City of Palm Desert and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies. Any third party that subleases or otherwise uses the Property shall first obtain insurance naming the City of Palm Desert as an additional insured, including liquor liability insurance, if necessary.

13.13 Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Landlord and approved of in writing.

13.14 Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Tenant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

13.15 Pass Through Clause. Tenant agrees to ensure that its subcontractors provide the same minimum insurance coverage and endorsements required of Tenant. Tenant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Article. Tenant agrees that upon request, all agreements with consultants, subcontractors, and others will be submitted to Landlord for review.

13.16 Self-Insured Retentions. Any self-insured retentions must be declared to and approved by Landlord. Landlord reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Landlord.

13.17 Timely Notice of Claims. Tenant shall give Landlord prompt and timely notice of claims made or suits instituted that arise out of or result from Tenant's performance under this Lease, and that involve or may involve coverage under any of the required liability policies.

13.18 Additional Insurance. Tenant may also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection.

## **ARTICLE 14**

### **CASUALTY**

14.1 Restoration of Land. Tenant shall promptly repair and restore all portions of the Land that are damaged or destroyed by fire, the elements, accident or other casualty (any such causes are referred to sometimes herein as a "Casualty") with all due diligence, to as nearly as possible to at least the same condition of the Land prior to the damage or destruction. With regards to casualty to the fire lane, refer to Section 8.3 of this Lease.

14.2 Repairs and Restoration. Repair and restoration shall be accomplished in accordance with plans and specifications provided by Tenant and approved by Landlord, such approval not to be unreasonably withheld.



**ARTICLE 15**

**DEFAULT**

The occurrence of one or more of the following events is a default and breach of this Lease by Tenant:

15.1 Tenant's vacating or abandonment of the Land;

15.2 Tenant's failure to pay the Lease Payment or make any other payment required when due;

15.3 Tenant's failure to observe or perform each covenant, condition or provision of this Lease;

15.4 Tenant's making of a general assignment or general arrangement to sublease without consent of Landlord (rental use of the Center for events or programs is not a sublease within the meaning of this provision); or

15.5 Tenant's failure to use the Land on an ongoing basis to provide the services described in Article 7.

**ARTICLE 16**

**REMEDIES IN DEFAULT**

16.1 Tenant shall have thirty (30) calendar days following written notice by Landlord of a breach of any terms of this Lease to cure such breach. The failure by Tenant to timely cure shall be deemed a material breach of this Lease.

16.2 Notwithstanding Article 19 of this Lease, if Tenant commits a material default or breach of this Lease, Landlord may at any time thereafter terminate Tenant's right to possession of the Land in which case this Lease terminates.

**ARTICLE 17**

**ASSIGNMENT AND SUBLETTING**

Tenant shall not assign this Lease. Tenant shall not sublease the Land without prior written consent of Landlord, not to be unreasonably withheld (rental use of the Center for events or programs is not a sublease within the meaning of this provision);

**ARTICLE 18**

**COMPLIANCE WITH LAWS**

18.1 Tenant's Compliance with Law Obligations. Tenant agrees, at its own expense, to comply with all laws affecting Tenant's specific use or occupancy of the Land.

18.2 CASp Disclosure. The Land has not undergone inspection by a Certified Access Specialist ("CASp") (as defined in California Civil Code section 1938.) Nothing herein shall relieve Tenant's compliance obligations as to the Land, set forth above.

**ARTICLE 19**

**TERMINATION**

Either Party may terminate this Lease upon six (6) months' prior written notice. This provision shall not apply in the event of a breach of the Lease.

**ARTICLE 20**

**MISCELLANEOUS PROVISIONS**

20.1 Waiver. No waiver of any default or breach of any covenant by either Party hereunder shall be implied from any omission by either Party to take action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the waiver, and then said waiver shall be operative only for the time and to the extent therein stated.

20.2 Notices. All notices or demands of any kind which either Party is required or desires to give or make upon the other in connection with this Lease or arising out of the relationship created hereby, shall be in writing and shall be given or made (subject to the right of either party to designate a different address by notice given) by United States registered or certified mail, postage prepaid, or by a nationally recognized overnight courier service which maintains delivery records, such as FedEx, UPS, or DHL to the following addresses:

Tenant:	Landlord:
Cove Communities Senior Association	City of Palm Desert
73-750 Catalina Way	73510 Fred Waring Drive
Palm Desert, CA 92260	Palm Desert, CA 92260
Attn: President	Attn: City Manager

20.3 Attorneys' Fees. If an action is brought by either Party to interpret or enforce this Lease, the prevailing party shall be entitled to recover all costs and expenses, including attorneys' fees.

20.4 Complete Agreement. It is expressly agreed that this Lease contains all terms, covenants, conditions, warranties, and agreements of the Parties relating in any

manner to the rental, use, and occupancy of the Land, and that no prior agreement or understanding pertaining to the same shall be valid or of any force or effect, and that the terms, covenants, conditions, and provisions of this Lease cannot be altered, changed, modified, or added to, except by written agreement signed by the Parties hereto.

20.5 Binding Covenants on Successors. The terms, provisions, covenants and conducts contained in this Lease shall apply to bind and inure to the benefit of legal representatives, successors and assigns of the Landlord and Tenant, respectively.

20.6 Governing Law. Except as otherwise expressly provided herein, this Lease shall be governed exclusively by the provisions hereof and by the laws of the State of California.

20.7 Severability. The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date(s) written below.

**Tenant:**

COVE COMMUNITIES SENIOR ASSOCIATION

By: *Aurora Wilson*  
President

By: *Edward F. Walker*  
Vice President

Date: 11-28-, 2017

**Landlord:**

CITY OF PALM DESERT

By: *Jan C. Harnick*  
Mayor

Date: 12-08-2017, 2017

ATTEST:

*[Signature]*  
City Clerk

APPROVED AS TO FORM:

By: *[Signature]*  
City Attorney

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )

County of RIVERSIDE )

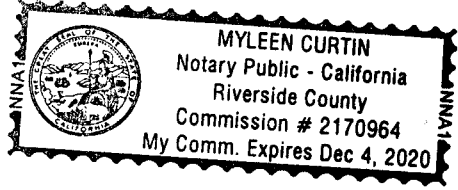
On 11/28/17 before me, MYLEEN CURTIN NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared ED WALSH LAURANA WILSON  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Myleen Curtin  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**EXHIBIT "A"**

**(Legal Description)**

Lot 15 of Palma Village Groves in the City of Palm Desert, County of Riverside, State of California, as shown on map filed in Map Book 20, Page 51, records of said County of Riverside;

EXCEPTING THEREFROM that portion of said Lot 15 described as follows:

Beginning at the northwest corner of said Lot 15;

thence N 89° 44 '00" E 127.73 feet along the north line of said Lot 15;

thence S 00° 13'00" E 92.04 feet;

thence S 89° 44 '00" W 127.73 feet to the west line of said Lot 15;

thence N 00° 13'00" W 92.04 feet along said west line to the Point of Beginning;

TOGETHER WITH that portion of Lot 14 of said map of Palma Village Groves filed in Map Book 20, Page 51, records of said County of Riverside, described as follows:

Beginning at the southeast corner of said Lot 14;

thence N 00° 13'00" W 127.73 feet along the east line of Lot 14; thence S 89° 44'00" W 92.04 feet;

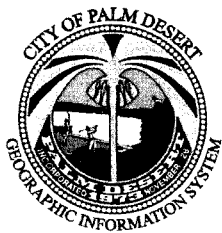
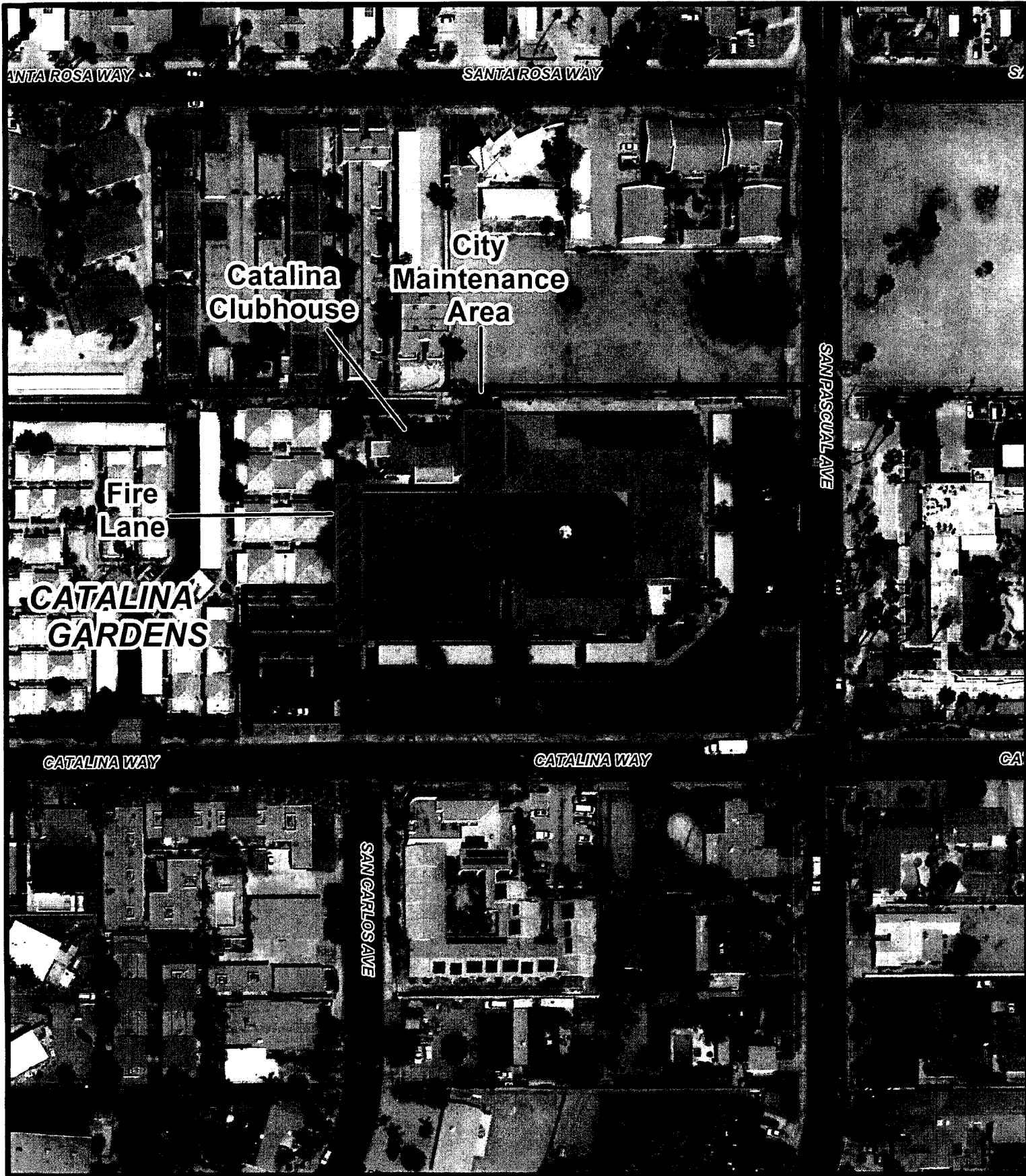
thence S 00° 13'00" E 127.73 feet to the north right - of - way line of Catalina Way as

shown on said map;

thence N 89° 44 '00" E 92.04 feet along said right – of - way line to the Point of Beginning.

Parcel B containing 3.073 acres, more or less.

Subject to all easements, covenants, rights and rights – of - way of record



Date: 2017

73750 Catalina Way  
Joslyn Center  
APN: 627-111-028  
Exhibit B

