

RECORDING REQUESTED BY:

First American Title Company

MAIL TAX STATEMENTS TO:
AND WHEN RECORDED MAIL TO:

Blieu LLC
2000 E. 4th Street, Suite 205
Santa Ana, CA 92705-3907
Attn: Mark Bigley, Vice President

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

APNS: 620-370-002; 620-370-003;
620-370-004; 620-370-017;
620-370-018; 620-370-020;
620-370-033; 620-370-043

Documentary Transfer Tax: \$ _____
Based on full value of property conveyed.
[] unincorporated area; [X] City of Palm Desert.

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

The CITY OF PALM DESERT, a California charter city (the "**Seller**"), hereby grants and conveys to BLIEU LLC, a California limited liability company ("**Buyer**"), the real property hereinafter referred to as the "**Property**", described in **Exhibit A** attached hereto and incorporated herein, subject to the existing easements, restrictions and covenants of record, and the covenants set forth in this Grant Deed.

1. The Buyer covenants by and for itself and any successors in interest that not less than twenty-five percent (25%) of the total number of residential units developed on the Property shall be sold or rented at affordable housing cost, as defined in Section 50052.5 of the California Health and Safety Code, or affordable rent, as defined in Section 50053 of the California Health and Safety Code, to lower income households, as defined in Section 50079.5 of the California Health and Safety Code. Rental units shall remain affordable to and occupied by lower income households for a period of 55 years for rental housing and 45 years for ownership housing. The initial occupants of all ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with the provisions of paragraph (2) of subdivision (c) of 65915 of the California Government Code. These requirements shall be covenants or restrictions running with the land and shall be enforceable against any owner who violates a covenant or restriction and each successor-in-interest who continues the violation by any of the entities described in subdivisions (a) to (f), inclusive, of Section 54222.5 of the California Government Code.

2. The Buyer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Buyer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property. The foregoing covenants shall run with the land.

The Buyer shall refrain from restricting the rental, sale or lease of the Property on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

(c) In contracts: "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

[Signature Block Begins on Following Page]

SELLER:

**CITY OF PALM DESERT, a California charter
city**

By: _____ Date: _____
Chris Escobedo, Interm City Manager

Attest:

By: _____ Date: _____
Anthony Mejia, MMC, City Clerk

Approved as to form:

By: _____ Date: _____
Isra Shah, City Attorney

[Signatures Continued on Following Pages]

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)
) ss
COUNTY OF _____)

On _____, 2025, before me, _____,
a 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 Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

BUYER:

BLIEU LLC,

a California limited liability company

By: _____

Printed Name: Mark Bigley

Title: Vice President

Date: _____

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)
) ss
COUNTY OF _____)

On _____, 2025, before me, _____,
a 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 Washington that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

EXHIBIT A

Legal Description

Real property in the City of Palm Desert, County of Riverside, State of California, described as follows:

Parcel 1: APN(S): 620-370-002 (Affects: Parcel 2); 620-370-003 (Affects: Parcel 3); 620-370-017 (Affects: Parcel 17); 620-370-018 (Affects: Parcel 18)

Parcels 2, 3, 17 and 18 as shown on Parcel Map No. 27400 filed in Book 183, Pages 38 through 42, of parcel maps, in the office of the County Recorder, of said county of Riverside, California.

Parcel 2: (APN: 620-370-004)

Parcel 4 as shown on Parcel Map No. 27400 filed in Book 183, Pages 38 through 42, of parcel maps, in the office of the County Recorder, of said county of Riverside, California.

Parcel 2A:

A non-exclusive easement for pedestrian ingress and egress over drive Aisle Two as set forth in that certain declaration of easements, covenants, conditions and restrictions recorded June 28, 2007 as Instrument No. 2007-0423771 of official records.

Parcel 3: (APN: 620-370-020)

Parcel D, as shown on exhibit "B" attached to certificate of compliance (Waiver of Parcel Map PMW 07-10) recorded June 01, 2007 as Instrument No. 20070364238 of official records of Riverside County, California and described as follows:

That certain parcel of land situated in the City of Palm Desert, County of Riverside, State of California, being a portion of Parcel 1 as shown on Parcel Map No. 27400 filed in Book 183, Pages 38 through 42, of parcel maps, in the office of the County Recorder, of said county of Riverside, more particularly described as follows:

Beginning at the Southwest corner of Parcel 5 as shown on said Parcel Map No. 27400; thence along the boundary lines of said Parcel 1 through the following six courses:

South 73° 57' 23" West, 159.49 feet; thence North 18° 27' 47" West, 246.90 feet; thence North 71° 32' 13" East, 10.00 feet; thence North 18° 27' 47" West, 20.00 feet; thence North 71° 32' 13" East, 110.33 feet; thence North 18° 27' 47" West, 178.67 feet to a point on the Southerly right of way line of market place as shown on said Parcel Map No. 27400; thence along said Southerly right of way line South 71° 32' 13" West, 291.41 feet; thence South 23° 59' 21" West, 25.09 feet to a point on a non-tangent curve concave Westerly and having a radius of 440.00 feet, a radial line of said curve from said point bears South 76° 33' 31" West, said point also being located on the Easterly right of way line of DESERT WILLOW DRIVE, shown as desert springs drive on said Parcel Map No. 27400;

Thence along said curve and Easterly right of way line Southerly, 310.58 feet through a central angle of 40° 26' 36" to the beginning of a reverse curve concave Southeasterly and having a radius of 310.00 feet, a radial line of said curve from said beginning of reverse curve bears South 62° 59' 53" East; thence continuing along said right of way line and along said curve Southerly 109.43 feet through a central angle of 20° 13' 31" to the Southwest corner of said Parcel 1; thence nontangent from said curve along the Southerly line of said Parcel 1, North 89° 45' 08" East, 634.42 feet; thence leaving said Southerly

line North 01° 11' 10" East, 99.90 feet; thence North 88° 47' 48" West, 102.11 feet to the Point of Beginning.

Excepting therefrom Parcel 2 as shown on said parcel Map No. 27400, in Book 183, Pages 38 through 42 of parcel maps in the office of the County Recorder of said county of Riverside.

Parcel 4: (APN: 620-370-033)

Parcel C, as shown on exhibit "B" attached to certificate of compliance (waiver of Parcel Map Pmw 07-10) recorded June 01, 2007 as Instrument No. 20070364238 of official records of Riverside County, California and described as follows:

That certain parcel of land situated in the City of Palm Desert, County of Riverside, State of California, being portions of Parcels 5 and 6 as shown on Parcel Map No. 27400 filed in Book 183, Pages 38 through 42, of parcel maps, in the office of the County Recorder, of said county of Riverside, more particularly described as a whole as follows:

Beginning at the Southwest corner of said Parcel 5;

Thence along the Westerly line of said Parcel 5 and 6 through the following four courses:

North 01° 12' 12" East, 222.82 feet; thence North 18° 27' 47" West, 94.48 feet; thence North 71° 32' 13" East, 8.00 feet; thence North 18° 27' 47" West, 148.00 feet to a point on the Southerly right of way line of market place as shown on said Parcel Map No. 27400; thence along said Southerly right of way line North 71° 32' 13" East, 75.87 feet to a point on a non-tangent curve concave Southwesterly and having a radius of 25.00 feet, a radial line of said curve from said point bears South 18° 27' 47" East; thence leaving said Southerly right of way line along said curve Easterly and Southeasterly, 47.85 feet through a central angle of 109° 39' 31"; thence tangent from said curve South 01° 11' 44" West, 166.46 feet to the beginning of a tangent curve concave Northeasterly and having a radius of 53.00 feet; thence along said curve Southeasterly, 50.34 feet through a central angle of 54° 25' 05"; thence tangent from said curve South 53° 13' 20" East, 60.33 feet; thence South 01° 11' 10" West, 211.19 feet; thence North 88° 47' 48" West, 102.11 feet to the Point of Beginning.

Parcel 5: (APN: 620-370-043)

Parcel A, as shown on exhibit "B" attached to certificate of compliance (Waiver of Parcel Map PMW

07-11) recorded June 01, 2007 as Instrument No. 20070364240 of official records of Riverside County, California and described as follows:

That certain parcel of land situated in the City of Palm Desert, County of Riverside, State of California, being portions of Parcels 16 and 19, as shown on Parcel Map No. 27400, filed in Book 183, Pages 38 through 42, of parcel maps, in the office of the County Recorder of said county of Riverside, more particularly described as a whole as follows:

Beginning at the Northwest corner of said Parcel 19; thence along the Northerly line of said Parcel 19 North 89° 45' 08" East; 634.42 feet; thence leaving said Northerly line South 01° 11' 10" West, 100.50 feet to a point on the Northerly line of said Parcel 16; thence South 00° 00' 15" East 235.00 feet to a point on the Northerly right of way line of country club drive as shown on said Parcel Map No. 27400, and the Southerly line of said Parcel 16; thence along the boundary lines of said Parcels 16 and 19 through the following four courses:

South 89° 45' 08" West, 132.98 feet; thence North 00° 14' 52" West, 235.00 feet; thence South 89° 45' 08" West, 318.61 feet; thence South 00° 14' 52" East, 235.00 feet to a point on the Northerly right of way line of county club drive as shown on said Parcel Map No. 27400; thence along said Easterly right of way line through the following two courses:

South 89° 45' 08" West, 90.25 feet; thence North 50° 47' 22" West, 34.96 feet to a point on a non-tangent curve concave Southwesterly and having a radius of 354.15 feet, a radial line of said curve from said point bears South 88° 05' 07" West, said point lies on the Easterly right of way line of desert willow drive shown as desert springs drive on said Parcel Map No. 27400; thence along said Easterly right of way line through the following two courses:

Along said curve Northerly, 147.15 feet through a central angle of 23° 48' 25" to a point of reverse curvature with a curve concave Easterly and having a radius of 310.00 feet, a radial line of said curve from said point bears North 64° 16' 43" East; thence along said curve Northerly, 175.83 feet through central angle of 32° 29' 54" to the Point of Beginning.