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RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
OF RIVERSIDE

ATTACHMENT #1

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Indian Wells Redevelopment Agency
94-950 El Dorado Drive
Indian Wells, California 92260
Attn: Executive Director

RECORDED FOR RECORD

AT 3:30 O'CLOCK A.M.

FIRST AMERICAN TITLE COMPANY
OF RIVERSIDE

MAY 31 1985

Recorded in Official Records
of Riverside County, California

William E. Stouffer
RECORDED

Page 3

RECEIVED

JUN 6 1985

CITY OF INDIAN WELLS

Space Above This Line For Recorder's Use

EASEMENT AGREEMENT

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This Easement Agreement ("Agreement") is made in Riverside County, California on April 8, 1985, among DAON CORPORATION, a Delaware corporation ("Daon") and STOUFFER INVESTMENT CORPORATION, an Ohio corporation ("Stouffer") (together "Daon-Stouffer"), DESERT HORIZONS, INC., a California corporation ("Horizons"), GSH LIMITED, a California limited partnership ("GSH"), and the REDEVELOPMENT AGENCY OF THE CITY OF INDIAN WELLS, a redevelopment agency established pursuant to the Community Redevelopment Law (Section 33000 et seq. of the Health and Safety Code of the State of California) ("Agency").

R E C I T A L S

A. WHEREAS, Daon and Stouffer each own an undivided one-half interest as tenants in common in certain real property in the City of Indian Wells, Riverside County, California, more particularly described on attached Exhibit A (the "Daon-Stouffer Property"); and

B. WHEREAS, Horizons is the fee owner of the real property in the City of Indian Wells, Riverside County, California, more particularly described on attached Exhibit B (the "Horizons Property"); and

C. WHEREAS, GSH is the fee owner of the real property in the City of Indian Wells, Riverside County, California, more particularly described on attached Exhibit C (the "GSH Property"); and

D. WHEREAS, Agency is the fee owner of the real property in the City of Indian Wells, Riverside County, California, more particularly described on attached Exhibit D (the "Agency Fee Property"); and

E. WHEREAS, Agency desires from Daon-Stouffer, and Daon-Stouffer is willing to grant to Agency, a perpetual exclusive easement appurtenant to the Agency Fee Property for the purpose, and subject to the terms and conditions, set forth in this Agreement, over, under and across that portion of the Daon-Stouffer Property described on attached Exhibit E and depicted on attached Exhibit F (the "Daon-Stouffer Easement Area"); and

F. WHEREAS, Agency desires from Horizons, and Horizons is willing to grant to Agency, a perpetual exclusive easement appurtenant to the Agency Fee Property for the purpose, and subject to the terms and conditions, set forth in this Agreement, over, under and across that portion of the Horizons Property described on attached Exhibit G and depicted on attached Exhibit H (the "Horizons Easement Area"); and

G. WHEREAS, Agency desires from GSH, and GSH is willing to grant to Agency, a perpetual exclusive easement appurtenant to the Agency Fee Property for the purpose, and subject to the terms and conditions, set forth in this Agreement, over, under and across that portion of the GSH Property described on attached Exhibit I and depicted on attached Exhibit J (the "GSH Easement Area"); and

H. WHEREAS, The Daon-Stouffer Property, the Horizons Property and the GSH Property are collectively referred to herein as the "Servient Properties". The Daon-Stouffer Easement Area, the Horizons Easement Area and the GSH Easement Area are collectively referred to herein as the "Easement Areas". Daon-Stouffer, Horizons and GSH are collectively referred to herein as the "Grantors"; and

I. The Agency Fee Property and the Easement Areas are hereinafter collectively referred to as the "Golf Resort Property".

TERMS AND CONDITIONS

1. Grant of Easements to Agency.

For valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, including the mutual covenants in this Agreement and subject to the provisions and conditions of this Agreement: (i) Daon-Stouffer grants to Agency a perpetual exclusive easement appurtenant to the Agency Fee Property ("Daon-Stouffer Easement") over, under, in, across and along the Daon-Stouffer Easement Area, for the purpose described in paragraph 2; (ii) Horizons grants to Agency a perpetual exclusive easement appurtenant to the Agency Fee Property ("Horizons Easement") over, under, in, across and along

117222
the Horizons Easement Area, for the purpose described in paragraph 2; and (iii) GSH grants to Agency a perpetual exclusive easement appurtenant to the Agency Fee Property ("GSH Easement") over, under, in, across and along the GSH Easement Area, for the purpose described in paragraph 2. The Daon-Stouffer Easement, the Horizons Easement and the GSH Easement are sometimes collectively referred to herein as the "Easements". For purposes of the Easements, the Agency Fee Property shall be deemed to be the dominant tenement and the Servient Properties shall be deemed to be the servient tenements.

2. Purpose of Easements.

Agency agrees to construct, operate and maintain, or cause to be constructed, operated and maintained, two first-class 18-hole full length championship golf courses with club house and other customary ancillary facilities (the "Golf Resort") on the Golf Resort Property. The term "Golf Resort" is deemed to include the Golf Resort Property. The Easements granted to Agency under this Agreement are for the limited and exclusive purpose of constructing, operating and maintaining a part of the Golf Resort within each of the Easement Areas in accordance with the terms and conditions of this Agreement. The Easement Areas shall not be used by Agency for any purpose other than as described above without the unanimous written approval of Grantors, in Grantors' sole and absolute discretion. Agency shall at all times have the right of reasonable ingress and egress over the Easement Areas for the purpose described above.

3. Grantor's Limited Right to Incidental Use.

Each Grantor retains the limited right to incidentally use its Easement Area (i) for emergency temporary access, (ii) for construction, maintenance and repair of each Grantor's hotel and hotel property, so long as such use does not unreasonably interfere with Agency's use of said Easement Area, and (iii) for other limited, temporary, and incidental access as may be approved by Agency. As between Grantors only, this paragraph shall not limit any of the rights provided by Grantors to each other under paragraph 27 of this Agreement.

4. Restricting Use of Golf Resort Property.

Agency herein agrees, for the mutual benefit of the Servient Properties, to use the Golf Resort Property only for the purpose of constructing, operating and maintaining the Golf Resort.

117222

5. Construction On Easement Areas.

5.1 Construction Requirements.

The Golf Resort shall be comprised of two first-class golf courses, each of which shall be an 18-hole championship course, as that term is generally understood in the United States, and shall be constructed in accordance with the final plans and specifications for the Golf Resort. Agency shall provide each of the Grantors with a copy of those final plans and specifications prior to the commencement of construction of the Golf Resort. The Golf Resort shall include the construction of food and beverage facilities, fully stocked pro shop, driving range, maintenance area and adequate parking.

5.2 Construction Documents.

5.2.1 Daon-Stouffer Easement Area.

Before the start of construction by Agency (1) on any part of the Daon-Stouffer Easement Area or (2) on any part of the entrance area leading from Highway 111 to the front entry of Daon-Stouffer's hotel (collectively the "Daon-Stouffer High Visibility Area"), Agency shall provide Daon-Stouffer with the preliminary and final plans and specifications, completed work drawings, architectural plans, and any other documents which will be used in construction of improvements on the Daon-Stouffer High Visibility Area (the "Daon-Stouffer Construction Documents") for Daon-Stouffer's review and written approval, which approval shall not be unreasonably withheld. Agency shall not make, or cause to be made, any material changes to the Daon-Stouffer Construction Documents previously approved by Daon-Stouffer without Daon-Stouffer's further prior written approval, which further approval shall not be unreasonably withheld.

5.2.2 Horizons Easement Area.

Before the start of construction by Agency on any part of the Horizons Easement Area (the "Horizons High Visibility Area"), Agency shall provide Horizons with the preliminary and final plans and specifications, completed work drawings, architectural plans, and any other documents which will be used in the construction of improvements on the Horizons High Visibility Area (the "Horizons Construction Documents") for Horizons' review and written approval, which approval shall not be unreasonably withheld. Agency shall not make, or cause to be made, any material changes to the Horizons Construction Documents previously approved by Horizons without Horizons' further prior written approval, which further approval shall not be unreasonably withheld.

117222

5.2.3 GSH Easement Area.

Before the start of construction by Agency (1) on any part of the GSH Easement Area or (2) on any part of the entrance area leading from Highway 111 to the front entry of GSH's hotel (collectively the "GSH High Visibility Area"), Agency shall provide GSH with the preliminary and final plans and specifications, completed work drawings, architectural plans, and any other documents which will be used in the construction of improvements on the GSH High Visibility Area (the "GSH Construction Documents") for GSH's review and written approval, which approval shall not be unreasonably withheld. Agency shall not make, or cause to be made, any material changes to the GSH Construction Documents previously approved by GSH without GSH's further prior written approval, which further approval shall not be unreasonably withheld.

5.2.4 High Visibility Areas and Construction Documents Defined.

The Daon-Stouffer High Visibility Area, the Horizons High Visibility Area and the GSH High Visibility Area are sometimes collectively referred to herein as the "High Visibility Areas". The Daon-Stouffer Construction Documents, the Horizons Construction Documents and the GSH Construction Documents are sometimes collectively referred to herein as the "Construction Documents".

5.3 Construction and Compliance With Laws.

Agency shall cause the High Visibility Areas to be constructed in a good and workmanlike manner in compliance with all applicable laws, ordinances, regulations and codes, and in strict compliance with the Construction Documents approved by Grantors. No construction work on a High Visibility Area shall commence until Agency obtains at its sole expense, from all applicable governmental agencies and authorities, all necessary permits and approvals. Each Grantor shall have the right at all reasonable times to inspect the construction within that Grantor's particular High Visibility Area to verify that the work and materials conform to the Construction Documents for that particular High Visibility Area and shall have the right to require the correction of any work or materials which are defective or which do not conform to those Construction Documents. Agency shall complete construction of the Golf Resort and open it to the public for play by December 1, 1986, or upon the opening of the first hotel on any of the Servient Properties (hereinafter the "Grantors hotels"), whichever date is later.

5.4 Restriction on Construction.

Construction of the Golf Resort shall not unreasonably interfere with any construction work of Grantors on the Servient Properties, and the construction work of Grantors on the Servient Properties shall not unreasonably interfere with the construction of the Golf Resort.

6. Maintenance of Golf Resort and Golf Resort Property.

Agency agrees to keep, repair, and maintain (or cause to be kept, repaired, and maintained) the Golf Resort in a fashion that is comparable with the quality of operation and maintenance of private country clubs in the City of Indian Wells (the "Maintenance and Operation Standard"). In order to meet the Maintenance and Operation Standard, Agency agrees to comply with the maintenance standards set forth in the Request For Proposal-Management of Golf Facility document dated September 6, 1984, and all addenda thereto, which document is incorporated herein as part of this Agreement by reference (the "RFP Standards") or comparable standards; provided that Grantors and Agency understand that the golf courses will be going through a maturation process the first two years in such critical areas as grass and tree development and growth, and that accordingly, Agency will use its best efforts to have the golf courses meet the Maintenance and Operation Standard as soon as is practicable. The Maintenance and Operation Standard shall include, but not be limited to, the RFP Standards and mere compliance with the RFP Standards shall not necessarily satisfy the Agency's obligations hereunder. Agency may make, or cause to be made, any changes to the RFP Standards provided that such changes shall not cause the Golf Resort to be maintained other than in accordance with the Maintenance and Operation Standard.

7. Operation and Management of Golf Resort and Golf Resort Property.

Agency agrees to operate and manage (or cause to be operated and managed) the Golf Resort in accordance with the Maintenance and Operation Standard. In order to meet the Maintenance and Operation Standard, Agency agrees comply with the RFP Standards or comparable standards. The Maintenance and Operation Standard shall include, but not be limited to, the RFP Standards and mere compliance with the RFP Standards shall not necessarily satisfy the Agency's obligations hereunder. Agency may make, or cause to be made, any changes to the RFP Standards provided that such changes shall not cause the Golf Resort to be operated or managed other than in accordance with the Maintenance and Operation Standard.

117222
8. Agency-Grantor Meetings.

Agency and the Golf Resort Operator, if other than Agency, agree to meet not less often than quarterly with Grantors (or more frequently as the parties may agree) to discuss the maintenance, operation and management of the Golf Resort, to discuss possible revisions to the Maintenance and Operation Standard and/or the RFP Standards, and to discuss any policies and matters which materially affect the use of the Golf Resort, including, without limitation, golf time reservation policy, hours of operation, green fees and other charges relating to the use of the Golf Resort. All material changes to the Maintenance and Operation Standard and/or the RFP Standards shall be discussed with all Grantors at a meeting of Agency, the Golf Resort Operator, if other than Agency, and Grantors, prior to implementation.

9. Approval.

All matters submitted to Grantors, or any of them, under this Agreement for their review shall be approved or disapproved by Grantors in writing promptly and efficiently and in no case more than thirty (30) days after submission of the matter for approval. A Grantor's failure to respond within the thirty (30) day period shall be deemed to constitute such Grantor's approval of the matter submitted for that Grantor's review. Grantors' approvals of matters submitted under paragraph 5 shall not be construed as approvals of the soundness of the architectural, construction or engineering design of the Golf Resort, or any part thereof, nor as a representation that the requirements of applicable laws, ordinances, codes, building and fire codes and regulations have been met and complied with. Grantors assume no liability or responsibility for any defect in any improvement constructed as part of the Golf Resort. Each Grantor may post notices of nonresponsibility with respect to any work being conducted by Agency within that Grantor's Easement Area.

10. Costs of Construction, Maintenance and Operation.

All costs and expenses incurred in the construction, maintenance and operation of the Golf Resort shall be the sole and exclusive responsibility of Agency. Agency agrees further that a reasonable capital improvement fund shall be established and maintained as a reserve for capital improvements to the Golf Resort. Further, Agency agrees that an irrevocable letter of credit or comparable security in an amount reasonably determined by the Agency shall be required of any operator other than the Agency or the City of Indian Wells as a condition of its operating agreement and shall only be used for Golf Resort maintenance and improvements in the event of default of said non-governmental operator.

11. Indemnity.

Except for the negligence of Grantors, and except to the extent Agency's insurance, or the insurance of the Golf Resort Operator, if other than Agency, does not fully satisfy the claim or liabilities, Agency agrees to indemnify and hold harmless Grantors from and against all claims or liabilities which may be imposed upon Grantors, or any of them, for injury to persons or property caused by the acts or omissions of Agency, its agents, contractors, subcontractors, employees, licensees, invitees, visitors or patrons, in the construction, operation, maintenance, management or use of the Golf Resort.

12. Insurance.

At least ten (10) days before the use of the Golf Resort, or any part thereof, Agency shall obtain or cause to be obtained, public liability insurance for property damage or personal injury (including death) occurring on, in or about the Golf Resort resulting from the use of the Golf Resort by the public or by Agency, its officers, agents, contractors, subcontractors, employees, licensees, patrons or visitors. The insurance policy shall have such liability limits and shall be issued by such insurance companies as the Agency deems reasonably appropriate. The insurance policy shall be maintained and kept in effect at all times while this Agreement is in effect by Agency and at Agency's sole expense and shall provide that it may not be cancelled or materially modified without at least 30 days prior written notice to each Grantor. Such insurance shall not be required to cover Grantors' use under paragraph 3 of this Agreement. During construction within a Grantor's Easement Area, that Grantor shall be named as an additional insured on all general liability insurance policies of Agency and/or its contractor for the construction of the Golf Resort. Grantors shall each be provided copies of all insurance policies and amendments thereto required under this paragraph. Nothing contained herein shall prevent the Agency from providing self-insurance to comply with the provisions of this paragraph so long as reasonable levels of reserves consistent with prudent business practices are maintained and excess coverage is provided through insurance policies meeting the requirements of this paragraph.

13. Liens on the Easement Area.

Agency shall pay when due all obligations relating to work on, or use of, the Easement Areas. Agency shall not cause, suffer or permit any liens relating to mechanics or others to attach to or be recorded against any of the Easement Areas or Golf Resort, and shall indemnify, defend and hold Grantors, the Easement Areas, and the Golf Resort, harmless from

any and all liens, claims and expenses, (including without limitation, attorneys' fees), related to or arising out of mechanics or others employed or contracted by Agency for work on, or use of, any of the Easement Areas or the Golf Resort.

14. Taxes.

All taxes, assessments, fees, and other governmental and similar charges, general and special, ordinary or extraordinary, and any interest and penalties thereon, which are assessed against the Easement Areas, or any portion thereof, shall be the sole responsibility of that Grantor whose Easement Area is assessed and that Grantor shall pay and discharge all of such taxes. Agency agrees to assist and cooperate with Grantors as is reasonably necessary to exempt the Easement Areas from taxes during the term of the Easements. Such cooperation by Agency shall include, without limitation, agreeing to change the form and content of this Agreement so long as such changes do not materially and adversely affect Agency's rights hereunder. Upon the request of a particular Grantor, Agency shall cooperate in assisting said Grantor to parcelize the Grantor's Easement Area on an expedited basis.

Any successor or assignee of Agency under this Agreement not exempt by law from the payment of taxes shall become solely responsible from the date of such transfer or assignment to pay and discharge all taxes, assessments, fees and other governmental charges assessed against the Easement Areas, or any portion thereof, which taxes shall be prorated from the date of such transfer or assignment.

15. Easement Subject to Certain Matters.

The Easements are subject to all valid and existing contracts, leases, licenses, encumbrances, and claims of title, which are of record and affect any of the Easement Areas as of the date this Agreement is recorded. The use of the word "grant" in this Agreement shall not be construed as a covenant against the existence of any such matters of record. Grantors reserve the right in the future to place liens or encumbrances against their Easement Areas (or any part thereof or interest therein) superior in lien and effect to this Agreement. This Agreement, at the option of any Grantor, shall be subject and subordinate to any and all such liens and encumbrances now or hereafter imposed by that Grantor without the necessity of the execution and delivery of any further instruments on the part of Agency to effectuate such subordination. Notwithstanding the foregoing, Agency covenants and agrees to execute and deliver upon demand such further instruments evidencing such subordination of this Agreement as may be required by any of the

Grantors. Notwithstanding such subordination, Agency's right to quiet and peaceful possession of each Easement Area shall not be disturbed so long as Agency is not in default hereunder. In the event of foreclosure of any such liens or encumbrances, Agency shall attorn to the then owner who owns or acquires title to the Easement Area affected.

With respect to each monetary encumbrance presently of record and affecting any of the Easement Areas, or any such future monetary encumbrance to which the Easements may be subordinated, the Grantor of that Easement Area affected agrees to procure and deliver to Agency a nondisturbance agreement, substantially in the form and content of attached Exhibit K, signed by the beneficiary of the monetary encumbrance.

16. Remedies for Breach of Agreement.

16.1 Remedies Other Than Termination.

In the event of a breach of this Agreement, the parties to this Agreement and their respective heirs, successors and assigns shall have all rights and remedies provided at law or in equity, including, but not limited to, the right to terminate the Agreement and the right to maintain a proceeding at law or in equity against any person or persons who have violated or who are attempting to violate the Easements or any other provisions of this Agreement, to enjoin and prevent them from doing so, to cause the violation to be remedied, and/or to recover damages.

16.2 Termination For Failure To Construct Golf Resort.

Notwithstanding paragraph 16.1 above, if Agency fails to complete construction of the Golf Resort and open the Golf Resort for play by the later of the two dates set forth in paragraph 5.3 of this Agreement, Grantors may terminate the Agreement upon the unanimous vote of Grantors, effective upon delivery of a written notice of termination to Agency signed by all Grantors.

17. Covenants Running With the Land.

All of the easements, covenants, agreements, conditions and restrictions contained in, or implied from, this Agreement, shall constitute and be covenants which shall run with the land and shall be perpetually binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors and assigns. These covenants shall only be revocable upon the written agreement of all persons then having fee title to the Agency Fee Property and the Easement Areas.

117222

18. Termination of Covenant Liability.

Whenever a transfer of ownership of any of the property affected by this Agreement occurs, liability of the transferor for breach of a covenant occurring thereafter automatically terminates; however, Agency shall not be released from liability upon transfer of the Agency Fee Property or Agency's interest in the Easement Areas to other than the City of Indian Wells unless the transferee's creditworthiness has first been approved by each Grantor, which approval shall not be unreasonably withheld. Notwithstanding anything to the contrary in this Agreement, and in addition to the above approval requirement, a transferee's right of self-insurance under paragraph 12 shall be subject to each Grantor's further specific approval.

19. Restriction of Grantor's Rights.

Each Grantor agrees that unless a schedule of performance for construction of a hotel on that Grantor's Servient Property as required by Agency is submitted to Agency within three (3) years from the date of recordation of this Agreement, that Grantor shall thereafter forfeit all rights under paragraph 28 of this Agreement, except the right to amend this Agreement under paragraph 20, until the required schedule of performance is submitted to Agency. If, after completion of construction of a hotel on any of the Grantors' Servient Properties, a Grantor makes an application to any governmental jurisdiction for conversion of that Grantor's Servient Property to use other than hotel use, that Grantor shall thereafter forfeit all rights under paragraph 28 of this Agreement, except the right to amend this Agreement under paragraph 20, until that Grantor resumes use of its Servient Property for hotel purposes only or withdraws its application for conversion of use.

20. Entire Agreement.

This Agreement contains the entire agreement between the parties relating to the subject of this Agreement. This Agreement may be modified only by a written and recorded Agreement signed by all parties or their respective heirs, successors or assigns.

21. Attorney's Fees.

In the event of any litigation between the parties relating to the Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees and costs.

22. Exhibits.

All Exhibits attached to this Agreement are incorporated in and made a part of this Agreement by this reference.

23. Waiver.

The waiver by either party of any term, covenant, or condition in this Agreement to be performed by the other party shall not be deemed to be a waiver of such term, covenant or condition for any subsequent breach of the same or any other term, covenant or condition.

24. Notices and Approvals.

Any approval, disapproval, demand, document or other notice ("notice") which any party may desire, or is required, to give to another party must be in writing and may be given by personal delivery or by registered or certified mail, return receipt requested, to the party to whom the notice is directed at the address of the party set forth below, or at any other address as the parties may later designate:

To Daon-Stouffer:

Daon Corporation
4350 Von Karman, Suite 100
Newport Beach, California 92660
Attn: Mr. Jack Corrigan

and to

Stouffer Investment Corporation
29800 Bainbridge Rd.
Solon, Ohio 44139
Attn: Legal Department

To Horizons:

Desert Horizons, Inc.
c/o Holzwarth, Powell, Stein & Parilla
4000 MacArthur Blvd., Suite 6000
Attn: William C. Holzwarth

To GSH:

GSH Limited
c/o Sheppard, Mullin, Richter
& Hampton
333 So. Hope St., 48th Floor
Los Angeles, CA 90071
Attn: Terry G. Taylor

117222

To Agency:

Indian Wells Redevelopment Agency
94-950 El Dorado Drive
Indian Wells, California 92260
Attn: Executive Director

Any notice given under this paragraph, whether personally or by mail, shall be deemed received only upon actual receipt by the intended party.

25. Severability.

If any part of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected and each term and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by law.

26. Automatic Renewal of Covenants.

To the extent that any covenant or agreement contained in this Agreement shall, other than by the specific terms of this Agreement, automatically terminate by law at some date subsequent to the date of this Agreement unless renewed by the parties, that covenant or agreement shall be deemed to be automatically renewed for a term equal in length to the prior term as of that termination date without the necessity of any further action by the parties. This automatic renewal process shall continue in perpetuity unless otherwise agreed in writing by Agency and all Grantors.

27. Grantors' Reciprocal Cross Easements.

27.1 Grant of Easements.

27.1.1 Easement Appurtenant to
Daon-Stouffer Property.

Horizons and GSH each grant to Daon-Stouffer a perpetual, nonexclusive easement appurtenant to the Daon-Stouffer Property, for the use and purpose set forth in paragraph 27.2, subject to the terms and conditions set forth in this Agreement, over, under and across the Horizons Easement Area and the GSH Easement Area.

27.1.2 Easement Appurtenant to
Horizons Property.

Daon-Stouffer and GSH each grant to Horizons a perpetual, nonexclusive easement appurtenant to the Horizons Property, for the use and purpose set forth in

paragraph 27.2, subject to the terms and conditions set forth in this Agreement, over, under and across the Daon-Stouffer Easement Area and the GSH Easement Area.

27.1.3 Easement Appurtenant to GSH Property.

Horizons and Daon-Stouffer each grant to GSH a perpetual, nonexclusive easement appurtenant to the GSH Property, for the use and purpose set forth in paragraph 27.2, subject to the terms and conditions set forth in this Agreement, over, under and across the Horizons Easement Area and the Daon-Stouffer Easement Area.

27.1.4 Reference to Reciprocal Cross Easements.

These easements granted by each Grantor to the other Grantors are collectively referred to as the "Reciprocal Cross Easements".

27.1.5 Termination of Reciprocal Cross Easements.

The Reciprocal Cross Easements shall terminate automatically upon termination of this Agreement.

27.2 Use of Easement Areas.

Daon-Stouffer, GSH and Horizons each acknowledge that they have each been granted various perpetual rights and privileges by this Agreement with respect to the Golf Resort and Golf Resort Property, which rights and privileges have been made covenants running with the land by this Agreement, including, without limitation, the right to approve construction of the High Visibility Areas, the right to enforce the Maintenance and Operation Standard, and the rights to priority use of the Golf Resort. Daon-Stouffer, Horizons and GSH agree that each of them, and their employees, designated invitees, contractors, and hotel guests may use the others' Easement Areas as is reasonably necessary to permit their perpetual enjoyment of the rights and privileges granted to each of them under this Agreement. Daon-Stouffer, Horizons and GSH shall at all times have the right of reasonable ingress and egress over the others' Easement Areas for the purpose described above. The Reciprocal Cross Easements are for the limited and exclusive use and purpose described above and no other use may be made of the Easement Areas without the written approval of that Grantor whose Easement Area is to be affected.

27.3 Right to Use Own Easement Area.

Daon-Stouffer, Horizons, and GSH each retains the limited right to use its Easement Area as set forth in paragraph 3 of this Agreement.

27.4 Easements Subject to Agreement.

The Reciprocal Cross Easements are expressly made subject to all of the terms and conditions set forth in this Agreement.

28. Grantors' Use of Golf Resort.

28.1 Reservation of Golf Rounds.

For the purpose of this paragraph 28, Grantors shall be deemed to include Grantors, Grantors' employees and Grantors' hotel guests and designees. Agency agrees that Grantors, and each of them, shall have the rights and privileges with respect to the use of the Golf Resort Property set forth below:

28.1.1 A starting time by one (1) player on a particular day and at a particular time is referred to herein as a "Golf Round".

28.1.2 The maximum number of Golf Rounds that the Golf Resort can accommodate on a particular day is referred to herein as a "Golf Day".

28.1.3 Agency hereby guarantees to Grantors, and each of them, the right to reserve and use the following number of Golf Rounds for each Golf Day:

(i) For Daon-Stouffer: sixty percent (60%) of a Golf Day times the number of hotel rooms operated by Daon-Stouffer divided by the total number of hotel rooms operated by Grantors.

(ii) For Horizons: sixty percent (60%) of a Golf Day times the number of hotel rooms operated by Horizons divided by the total number of rooms operated by Grantors.

(iii) For GSH: sixty percent (60%) of a Golf Day times the number of hotel rooms operated by GSH divided by the total number of hotel rooms operated by Grantors.

28.1.4 All hotels, other than Grantors' hotels, now or in the future located within the City of Indian Wells (the "Other Hotels") shall have the right to reserve and use such percentage of each Golf Day as determined by Agency. The Other Hotels' allocation will be divided among the Other Hotels as Agency and the Other Hotels agree. No individual Other Hotel shall receive pro rata any greater allocation than the minimum Golf Rounds to rooms ratio guaranteed to any of the three Grantors' hotels.

28.1.5 The general public ("General Public") shall have the right to reserve and use no less than ten percent (10%) of each Golf Day.

28.1.6 To reserve the Golf Rounds guaranteed to Grantors and to the Other Hotels (the "Hotel Golf Rounds"), each Grantor and the Other Hotels shall, at least thirty (30) days prior to the first of each calendar month, notify the Golf Resort operator, or such other person(s) designated by Agency (the "Golf Resort Operator"), of the number of Hotel Golf Rounds which each Grantor and the Other Hotels desire to reserve for each calendar day of that calendar month. To guarantee reservations for tournament groups of twenty (20) or more persons, Grantors may make such reservations (not to exceed the guaranteed number of Golf Rounds allocated to the particular Grantor unless first agreed by the Grantors pursuant to paragraph 28.2) at least sixty (60) days prior to the first of each calendar month for tournaments to be conducted during that calendar month. Any Hotel Golf Rounds not reserved pursuant to this paragraph 28.1.6 shall, on the 29th day prior to the first of each calendar month, be available for reservation by the Grantors pro rata based upon the formula for distribution of Grantors' golf rounds set forth in paragraph 28.1.3 above. It shall be Grantors' responsibility to contact the Golf Resort Operator to check the availability of such additional Hotel Golf Rounds. On the 28th day prior to the first of each calendar month, such additional Hotel Golf Rounds not reserved by Grantors shall be available for reservation by the Other Hotels. It shall be the Other Hotels' responsibility to contact the Golf Resort Operator to check the availability of such additional Hotel Golf Rounds. Thereafter, except as provided in paragraph 28.1.7 below, any Hotel Golf Rounds still unreserved shall be available for reservation by Grantors and the Other Hotels on a first come/first served basis. In making reservations of Golf Rounds hereunder, Grantors shall at all times exhibit good faith and fair dealing and Grantors shall at all times reasonably cooperate with one another. Further, Agency shall cause the Other Hotels to at all times exhibit good faith and fair dealing in making reservations and Agency shall cause the Other Hotels to reasonably cooperate with Grantors. Any conflicts arising as to the number or assign-

ment of actual starting times in a Golf Day shall be resolved fairly and equitably by and in the good faith judgment of the Golf Resort Operator.

28.1.7 At least seven (7) days prior to the date of use, the Golf Rounds allocated to the General Public for that calendar day as set forth in paragraph 28.1.5 above (the "Public Golf Rounds") may be reserved by the Public. Any Public Golf Rounds not so reserved by the 7th day prior to the date of use shall be available on the 6th day prior to that calendar day for reservation by the Grantors pro rata based upon the formula for distribution set forth in paragraph 28.1.3 above. Subsequently, on the 5th day prior to the date of use, any available Public Golf Rounds not reserved by Grantors shall be available for reservation by the Other Hotels. Thereafter, any Hotel Golf Rounds or Public Golf Rounds not previously reserved for that calendar day shall be available for reservation by Grantors, the Other Hotels, or the General Public on a first come/first served basis.

28.1.8 Any reservation for groups of twenty or more persons (a "group reservation") shall be accompanied by a deposit (the "deposit") equal to twenty-five percent (25%) of the 18 hole green fee rate for the calendar day for which the group reservation is made multiplied by the number of Golf Rounds reserved as part of the group reservation. If any of the Golf Rounds reserved as part of the group reservation are cancelled at least seven (7) days prior to the date of use, or if the entire group reservation is cancelled by said seventh day, that portion of the deposit allocated for the Golf Rounds so cancelled (or the whole deposit if the entire group reservation is cancelled) shall be fully refunded to the party making the group reservation. The failure of the party making the group reservation, whether one of the Grantors' hotels, the Other Hotels, or some other entity or person, to itself fill and utilize all the Golf Rounds reserved as part of the group reservation, either by the group for which the reservation was made or by substituting other golfers, shall result in a forfeiture of that portion of the deposit allocated to the number of Golf Rounds not so utilized by the party making the group reservation. The remainder of the deposit shall be applied against the green fee rate for the Golf Rounds that are used as part of the group reservation. Other than for a group reservation, no deposit shall be required for the reservation of Golf Rounds.

28.1.9 For a Golf Round reservation (other than a group reservation) made by the Grantors' hotels or the Other Hotels, such a reservation may be cancelled without penalty at least three (3) days prior to the date of use; however, if such a reservation is not cancelled by said third day

and the hotel making the reservation itself fails to fill and utilize the Golf Round reserved on the date of use, a penalty shall be assessed by the golf resort operator against the hotel making the unused reservation equal to twenty-five percent (25%) of the 18 hole green fee rate for the date the reservation was unused. This penalty for non-use of a Golf Round reserved shall not apply to the General Public.

28.1.10 The above forfeiture of deposit for group reservations and the penalty for other reservations are the sole and maximum penalties for the untimely cancellation or non-use of such reservations.

28.1.11 From time to time, the Agency shall, by resolution, adopt rules and regulations for the allocation of Golf Rounds not otherwise allocated under this Agreement.

28.2 Grantors' Golf Course Committee Meetings.

Grantors shall meet at least once each month to review and discuss the Grantors' use of the Golf Resort. Specifically, but without limitation, this meeting shall be for Grantors to discuss their respective need for golf course starting times in excess, or less than, their guaranteed allocation, the use of each others' guaranteed starting times, tournaments scheduling, and other uses of the Golf Resort of interest to the Grantors.

28.3 Allocation of Grantors' Golf Rounds.

Grantors acknowledge that the allocation amongst themselves of their guaranteed sixty percent (60%) of the Golf Rounds for any Golf Day as provided in paragraph 28.1.3 is dependent upon the number of hotel rooms operated by each Grantor. Grantors agree that at the time this Agreement is recorded, Grantors shall each provide written notice to the other Grantors stating in good faith the number of hotel rooms that each Grantor projects it will have in actual operation at their hotel by three (3) years from the date of recordation of this Agreement and, based on such projections, the initial allocation of Golf Rounds amongst Grantors will be made. Thereafter, any Grantor may give written notice to the other Grantors up to twenty-four (24) months prior to the projected placing in operation of initial or additional rooms in its hotel. Upon the giving of such notice, the allocation of Golf Rounds amongst Grantors for those Golf Days commencing with the good faith projected opening date for the new rooms shall be adjusted in accordance with the allocation formula set forth in paragraph

28.1.3. Each Grantor shall, in good faith, periodically advise the other Grantors of that Grantor's construction progress in placing the initial, or additional, rooms in operation for which notice was given and shall adjust the completion date for the rooms if necessary. If any Grantor fails to place the number of rooms in operation as was stated in his initial notice or subsequent notices to the other Grantors, then the formula for allocation of Grantors' Golf Rounds set forth in paragraph 28.1.3 shall be readjusted to eliminate those rooms not placed in operation and those additional Golf Rounds which had been reserved by said Grantor as a result of the allocation which included those rooms not placed in operation by said Grantor shall immediately be forfeited and become available to the other Grantors, pro rata, in accordance with the readjusted formula for allocation.

28.4 Setting of Green Fees, Etc.

Agency agrees that the green fees and other charges for the use of the Golf Resort by Grantors' hotel guests shall be set at an amount which provides sufficient revenue to maintain and operate the Golf Resort in accordance with the Maintenance and Operation Standard as required by paragraphs 6 and 7 herein, but which is not so excessive that it discourages the play of Grantors' hotel guests.

Agency acknowledges and agrees that there shall be no special discounts at the Golf Resort available to any person or group, which restriction includes, without limitation, the prohibition of complimentary playing privileges at the Golf Resort. Moreover, Grantors and their hotel guests shall never be required to pay more for any of the services or products provided at the Golf Resort (including, but not limited to, green fees, cart fees, club rental fees, and golf lesson fees) than any other person using the Golf Resort.

Agency agrees that Agency, and the Golf Course Operator if other than Agency, shall in good faith cooperate with each Grantor (upon a Grantor's request) in establishing a reasonable billing procedure for that Grantor, including, without limitation, direct billing on a monthly basis.

29. Property Outside Easement Areas.

Agency shall cause all of the real property (other than the Easement Areas) which shall be a part of the Golf Resort to be made subject to the covenants, conditions, restrictions, agreements and easements contained in or implied from this Agreement.

117222

30. Restriction of Exhibit L Property.

The property described in attached Exhibit L shall not be used for residential purposes or hotel uses other than as a part of one of the Grantors' hotels on the Servient Properties.

31. Counterparts.

This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

"DAON-STOUFFER"

DAON CORPORATION, a Delaware corporation

By: *Jack L. Carney* (Title)

By: *Will St* (Title)

STOUFFER INVESTMENT CORPORATION,
an Ohio corporation

By: *Stouffer* (Title)

By: *Vice-President* (Title)

"HORIZONS"

DESERT HORIZONS, INC., a
California corporation

By: _____ (Title)

By: _____ (Title)

117222

30. Restriction of Exhibit L Property.

The property described in attached Exhibit L shall not be used for residential purposes or hotel uses other than as a part of one of the Grantors' hotels on the Servient Properties.

31. Counterparts.

This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

"DAON-STOUFFER"

DAON CORPORATION, a Delaware corporation

By: _____ (Title)

By: _____ (Title)

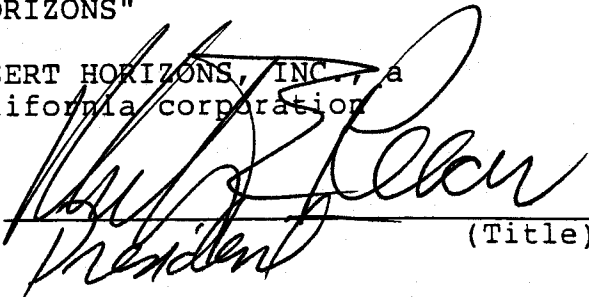
STOUFFER INVESTMENT CORPORATION,
an Ohio corporation

By: _____ (Title)

By: _____ (Title)

"HORIZONS"

DESERT HORIZONS, INC., a
California corporation

By:  (Title)

By: _____ (Title)

117222

"GSH"

GSH LIMITED, a California limited partnership

By:

Henry M. Wells
General Partner

By:

Albert T. Davane
General Partner

"AGENCY"

REDEVELOPMENT AGENCY OF THE CITY
OF INDIAN WELLS, a redevelopment
agency

By:

RICHARD R. OLIPHANT, Chairman

By:

PRINCE E. PIERSON,
Executive Director

117222

"GSH"

GSH LIMITED, A California limited
partnership

By: _____

By: _____

"AGENCY"

REDEVELOPMENT AGENCY OF THE CITY
OF INDIAN WELLS, a redevelopment
agency

By: William M. Arenstein
WILLIAM M. ARENSTEIN
Acting Chairman

By: David G. Schey
DAVID G. SCHEY
Deputy Executive Director

STATE OF CALIFORNIA)
) ss.
 COUNTY OF Orange)

On April 11, 1985, before me, the undersigned, a
 Notary Public in and for said State, personally appeared

JACK H. CORRIGAN

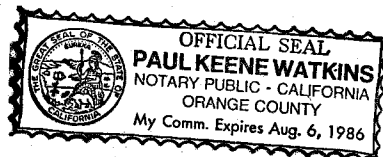
and, WILLIAM B. SEITH, personally known to
 me (or proved to me on the basis of satisfactory evidence) to be
 the persons who executed the within instrument as VICE-PRESIDENT
 and VICE-PRESIDENT, on behalf of DAON CORPORATION, the
 corporation therein named, and acknowledged to me that such
 corporation executed the within instrument pursuant to its bylaws
 or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

Paul Keene Watkins

[SEAL]



117222

STATE OF Ohio)
COUNTY OF Cuyahoga) ss.

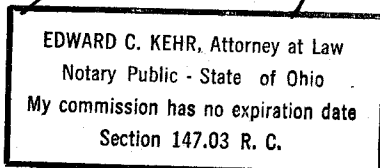
On April 8, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared

Thomas E. Stauffer
and, _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person\$ who executed the within instrument as Vice President and _____, on behalf of STOUFFER INVESTMENT CORPORATION, the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its ~~bylaws~~ Charters of Incorporation of a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Edward C. Kehr

[SEAL]



117222

STATE OF California)
COUNTY OF Riverside) ss.

On May 2nd 1985, before me, the undersigned, a
Notary Public in and for said State, personally appeared

Philip E. Reever
and, _____, personally known to
me (or proved to me on the basis of satisfactory evidence) to be
the persons who executed the within instrument as President
and _____, on behalf of DESERT HORIZONS, INC., the
corporation therein named, and acknowledged to me that such
corporation executed the within instrument pursuant to its bylaws
or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

Rayna G. Harbort


[SEAL]



STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.

_____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) that executed the within instrument as GENERAL partner(s), on behalf of GSH LIMITED, the limited partnership therein named and acknowledged to me that the partnership executed the within instrument.

Signature



OFFICIAL SEAL
PRINCE E. PIERSON
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
RIVERSIDE COUNTY
My Commission Expires April 30, 1986

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

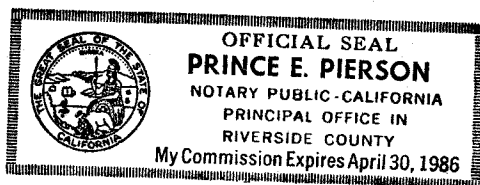
On May 24th, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM M. ARENSTEIN, and DAVID G. SCHEY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Acting Chairman and Deputy Executive Director, on behalf of the REDEVELOPMENT AGENCY OF THE CITY OF INDIAN WELLS, a redevelopment agency, the agency therein named, and acknowledged to me that such agency executed the within instrument.

WITNESS my hand and official seal.

Signature

Prince E. Pierson

SEAL



LIST OF EXHIBITS TO EASEMENT AGREEMENT

- Exhibit A - Description of Daon-Stouffer Property
- Exhibit B - Description of Horizons Property
- Exhibit C - Description of GSH Property
- Exhibit D - Description of Agency Fee Property
- Exhibit E - Description of Daon-Stouffer Easement Area
- Exhibit F - Map of Daon-Stouffer Easement Area
- Exhibit G - Description of Horizons Easement Area
- Exhibit H - Map of Horizons Easement Area
- Exhibit I - Description of GSH Easement Area
- Exhibit J - Map of GSH Easement Area
- Exhibit K - Nondisturbance Agreement
- Exhibit L - Description of Restricted 4.5 Acres

117222

LEGAL DESCRIPTION

DESCRIPTION:

IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE, CITY OF INDIAN WELLS, DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE SOUTH 00° 04' 42" WEST, 2652.62 FEET, ON THE WEST LINE OF SAID NORTHEAST QUARTER;

THENCE NORTH 89° 49' 05" EAST, 2,300.00 FEET;

THENCE NORTH 00° 04' 42" EAST, 670.00 FEET;

THENCE NORTH 53° 20' 00" WEST, 870.00 FEET;

THENCE NORTH 00° 04' 42" EAST, 1470.00 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER;

THENCE WEST 1595.00 FEET ON SAID NORTH LINE TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION NORTH OF THE SOUTH LINE OF THE COACHELLA VALLEY FLOOD CONTROL STORM WATER DRAIN AS SAID DRAIN EXISTED ON DECEMBER 28, 1956;

ALSO EXCEPT THAT PORTION ACQUIRED BY THE STATE OF CALIFORNIA BY DECREE OF CONDEMNATION RECORDED JULY 12, 1937 IN BOOK 332 PAGE 302 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINES:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION;

THENCE NORTH 86° 20' 00" EAST, 344.47 FEET;

THENCE NORTH 89° 39' 45" EAST, 1143.91 FEET;

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 5050.00 FEET AND THROUGH AN ANGLE OF 6° 17' 00", A DISTANCE OF 553.81 FEET;

THENCE SOUTH 84° 03' 15" EAST, 621.69 FEET TO THE EAST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION.

EXHIBIT A TO EASEMENT AGREEMENT

117222

PARCEL 2:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 6 EAST OF THE SAN BERNARDINO BASE AND MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 6 EAST OF THE SAN BERNARDINO BASE AND MERIDIAN 1,003.31 FEET SOUTH OF THE NORTHWEST CORNER;
THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE LEFT WHOSE TANGENT BEARS SOUTH 73° 02' 29" EAST, HAVING A RADIUS OF 20,000.00 FEET, THROUGH A CENTRAL ANGLE OF 03° 24' 25", A DISTANCE OF 1,187.74 FEET TO A POINT OF TANGENT;
THENCE SOUTH 76° 26' 57" EAST, A DISTANCE OF 457.94 FEET TO A POINT 1,430.37 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER MEASURED PARALLEL WITH THE SAID WEST LINE OF SAID NORTHEAST QUARTER;
THENCE SOUTH 00° 01' 19" WEST, A DISTANCE OF 39.63 FEET;
THENCE SOUTH 53° 23' 23" EAST, A DISTANCE OF 870.00 FEET;
THENCE SOUTH 00° 01' 19" WEST, A DISTANCE OF 135.93 FEET TO A POINT 535.07 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST QUARTER MEASURED PARALLEL WITH THE SAID WEST LINE OF SAID NORTHEAST QUARTER;
THENCE NORTH 76° 26' 57" WEST, A DISTANCE OF 1,303.33 FEET TO A POINT OF CURVE;
THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 20,500.00 FEET, THROUGH A CENTRAL ANGLE OF 02° 57' 58", A DISTANCE OF 1,061.25 FEET TO THE SAID WEST LINE OF SAID NORTHEAST QUARTER;
THENCE NORTH 00° 01' 19" EAST ALONG SAID WEST LINE, A DISTANCE OF 198.62 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER;
THENCE CONTINUING ALONG SAID WEST LINE NORTH 00° 01' 19" EAST, A DISTANCE OF 323.44 FEET TO THE POINT OF BEGINNING.

117222

DESCRIPTION:

IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE, CITY OF INDIAN WELLS, DESCRIBED AS FOLLOWS:

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY;

EXCEPTING FROM THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 30 FEET EAST OF THE NORTHWEST QUARTER OF SAID SECTION;

THENCE NORTH 89° 51' EAST, 1,326.7 FEET, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION;
THENCE SOUTH 00° 07' WEST, 665.45 FEET, TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION;

THENCE NORTH 82° 40' WEST, 415.27 FEET;

THENCE NORTH 69° 36' WEST, 353.69 FEET;

THENCE NORTH 57° 21' WEST, 333.51 FEET;

THENCE NORTH 64° 24' WEST, 300.34 FEET;

THENCE NORTH 0° 09' EAST, 176.12 FEET, TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM THAT PORTION IN THE STATE HIGHWAY AS DEEDED TO THE STATE OF DEED RECORDED FEBRUARY 10, 1936 AS INSTRUMENT NO. 408 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

PAGE 2

117222



1676500

ALSO EXCEPTING THEREFROM THOSE PORTIONS DEEDED TO THE CITY OF INDIAN WELLS, IN DEEDS RECORDED DECEMBER 29, 1977 AS INSTRUMENT NO. 257538 AND DECEMBER 29, 1977 AS INSTRUMENT NO. 257539, BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS INDICATED ON MAP OF TRACT NO. 2579, AS SHOWN BY MAP ON FILE IN BOOK 26 PAGE 94 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 0° 10' 10" EAST, 580.80 FEET ALONG THE WEST LINE OF SAID SECTION TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ON SAID WEST LINE NORTH 0° 10' 10" EAST, 290.40 FEET;

THENCE NORTH 89° 50' 15" EAST, 150.00 FEET;

THENCE SOUTH 0° 10' 10" WEST, 290.40 FEET;

THENCE SOUTH 89° 50' 15" WEST, 150.00 FEET TO THE TRUE POINT OF BEGINNING;

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF TRACT NO. 2579 IN BOOK 46 PAGE 94 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TRUE POINT OF BEGINNING;

THENCE NORTH 0° 10' 10" EAST ALONG THE WEST LINE OF SAID SECTION 580.80 FEET;

THENCE NORTH 89° 50' 15" EAST, 150.00 FEET;

THENCE NORTH 0° 10' 10" EAST, 290.40 FEET;

THENCE NORTH 89° 50' 15" EAST, 150.00 FEET;

THENCE SOUTH 0° 10' 10" WEST, 871.20 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION;

THENCE SOUTH 89° 50' 15" WEST, 300.00 FEET TO THE TRUE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN ELDORADO DRIVE.

* * * * *

PLAT ATTACHED/TT

PAGE 3

DESCRIPTION

PARCEL 1:

The North 170 feet of the West 170 feet of the Southeast quarter of the Northwest quarter of Section 23, Township 5 South, Range 6 West, San Bernardino Base and Meridian.

TOGETHER WITH Parcels 1, 2 and 3 of Parcel Map No. 5305 as per map recorded in Book 11, page 57 of Parcel Maps, in the Office of the County Recorder of Riverside County.

PARCEL 2:

That portion of Parcel 2 of Record of Survey as per map recorded in Book 42, page 80 of Records of Survey, in the Office of the County Recorder of Riverside County, lying within the Northeast quarter of the Northwest quarter of Section 23, Township 5 South, Range 6 West, San Bernardino Base and Meridian.

Said property is situated in the City of Indian Wells, County of Riverside, State of California.

117222

DESCRIPTION OF AGENCY FEE PROPERTY

LEGAL DESCRIPTION

CITY OF INDIAN WELLS REDEVELOPMENT AGENCY LAND IN OR NORTH OF THE CHANNEL.

IN THE CITY OF INDIAN WELLS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, PORTION OF THE NORTH HALF OF SECTIONS 23 AND 24, TOWNSHIP 5 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 24;

THENCE SOUTH 00° 06' 46" EAST, 61.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF FRED WARING DRIVE, THE TRUE POINT OF BEGINNING;

THENCE NORTH 89° 54' 03" EAST, 1,750.84 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE WESTERLY LINE OF INDIAN WELLS VILLAGE UNIT I AS RECORDED IN BOOK 37 PAGES 21 AND 22 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE;

THENCE SOUTH 00° 04' 45" EAST, 921.00 FEET ALONG SAID WESTERLY LINE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 585.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 80° 36' 08" WEST;

THENCE SOUTHERLY ALONG SAID CURVE AND SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 09° 19' 07" AN ARC LENGTH OF 95.14 FEET;

THENCE CONTINUING SOUTH 00° 04' 45" EAST ALONG SAID WESTERLY LINE, 968.61 FEET TO THE NORTH RIGHT-OF-WAY LINE OF MILES AVENUE (45TH) 100.00 FEET WIDE AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH, SOUTHEAST, AND EAST AND HAVING A RADIUS OF 650.40 FEET (650.00 RECORD) A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 01° 43' 38" WEST;

THENCE WESTERLY AND SOUTHERLY ALONG SAID NORTH RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 40° 34' 15" AN ARC LENGTH OF 460.54 FEET TO THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24;

THENCE NORTH 00° 09' 00" WEST, 172.96 FEET TO THE NORTH LINE OF THE COACHELLA VALLEY STORM WATER CHANNEL AND THE BEGINNING A NON-TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 20,500.00 FEET;

THENCE WESTERLY ALONG SAID NORTH LINE THROUGH A CENTRAL ANGLE OF 00° 43' 24" AN ARC LENGTH OF 258.80 FEET;

THENCE CONTINUING ALONG SAID NORTH LINE NORTH 76° 27' 27" WEST, 1,109.74 FEET TO THE WESTERLY LINE OF SECTION 24;

THENCE SOUTH 00° 06' 46" EAST ALONG THE WESTERLY LINE OF SECTION 24, 514.54 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE COACHELLA VALLEY STORM WATER CHANNEL;

THENCE NORTH 76° 27' 27" WEST, 367.49 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE;

THENCE NORTH 00° 00' 16" WEST, A DISTANCE OF 135.93;

THENCE NORTH 54° 11' 45" WEST, A DISTANCE OF 869.31 FEET;

THENCE NORTH 00° 00' 16" WEST, 39.63 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE COACHELLA VALLEY STORM WATER CHANNEL;

THENCE NORTH 76° 27' 27" WEST, 463.87 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 20,000.00 FEET;

THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND CURVE THROUGH A CENTRAL ANGLE OF 03° 23' 51" AN ARC LENGTH OF 1,185.92 FEET TO THE CENTERLINE OF SAID SECTION 23;

THENCE SOUTH 00° 00' 16" EAST, 522.10 FEET ALONG SAID CENTERLINE TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE COACHELLA VALLEY STORM WATER CHANNEL AND THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 20,500.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 16° 30' 53" EAST;

THENCE WESTERLY AND NORTHERLY ALONG SAID CURVE AND SAID SOUTH RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 02° 45' 07" AN ARC DISTANCE OF 984.61 FEET;

THENCE NORTH 70° 44' 01" WEST, 413.27 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE;

THENCE NORTH 00° 02' 58" EAST, 529.50 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE COACHELLA VALLEY STORM WATER CHANNEL;

THENCE NORTH 70° 44' 01" WEST, 943.71 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT ON THE EASTERLY BOUNDARY OF ELDORADO DRIVE, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1,408.29 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 80° 38' 37" WEST;

THENCE NORTHERLY ALONG SAID EASTERLY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 06° 29' 17" AN ARC LENGTH OF 159.48 FEET;

THENCE NORTH 46° 32' 34" EAST, 31.63 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF FRED WARING DRIVE;

THENCE NORTH 89° 44' 53" EAST, 851.36 FEET ALONG SAID RIGHT-OF-WAY LINE;

117222

THENCE SOUTH 00° 02' 58" WEST, 6.00 FEET TO THE SOUTH RIGHT-OF-WAY
LINE OF FRED WARING DRIVE;

THENCE NORTH 89° 43' 53" EAST, 1,326.05 FEET ALONG SAID SOUTH
RIGHT-OF-WAY LINE;

THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 89°
44' 23" EAST, 2,653.21 FEET TO THE TRUE POINT OF BEGINNING;

THIS PARCEL CONTAINS 206.00 ACRES, MORE OR LESS.

EXHIBIT D TO EASEMENT AGREEMENT

LEGAL DESCRIPTION
(T-18, 19, 20, 21)

FROM: DAON CORPORATION
TO: GOLF COURSE

The following described land in the City of Indian Wells,
County of Riverside, State of California:

PARCEL 1 (T-18)

117222
THAT portion of the Northeast Quarter of Section 23, Township
5 South, Range 6 East, San Bernardino Base and Meridian,
described as follows:

BEGINNING at the Southwest corner of the Northeast Quarter of
said Section 23;

THENCE North $00^{\circ}00'16''$ West, 1,128.35 feet, along the
Westerly line of the Northeast Quarter to a point on the
Southerly right-of-way line of the Coachella Valley County
Water District, Flood Control Storm Channel, as said Storm
Channel existed on December 28, 1956, the said point being
the beginning of a non-tangent curve concave to the Northeast
and having a radius of 20,500.00 feet, and a radial line
through said point bears South $16^{\circ}30'53''$ West;

THENCE Southeasterly along said Southerly right-of-way line
and said curve through a central angle of $02^{\circ}05'24''$ an arc
length of 747.76 feet, the TRUE POINT OF BEGINNING;

THENCE continuing along said curve through a central angle of
 $00^{\circ}52'56''$, an arc length of 315.65 feet;

THENCE South $76^{\circ}27'27''$ East, 659.14 feet, along said Souther-
ly right-of-way line;

THENCE South $21^{\circ}30'00''$ West, 32.00 feet;

THENCE North $81^{\circ}47'44''$ West, 546.70 feet;

THENCE South $89^{\circ}43'06''$ West, 855.00 feet;

THENCE South $51^{\circ}27'12''$ West, 109.73 feet to a point on a
curve concave to the West and having a radius of 130.00 feet,
a radial line through said point bears North $69^{\circ}14'41''$ East;

THENCE Northerly along said curve through a central angle of
 $19^{\circ}58'02''$ an arc length of 45.30 feet;

THENCE North $46^{\circ}07'24''$ East, 78.90 feet;

THENCE North $06^{\circ}29'58''$ East, 79.51 feet;

THENCE North $80^{\circ}41'41''$ East, 510.41 feet to the Southerly
line of the said Storm Channel, the TRUE POINT OF BEGINNING.

PARCEL 2 (T-19)

THAT portion of the Northeast Quarter of Section 23, Township 5 South, Range 6 East, San Bernardino Base and Meridian, described as follows:

BEGINNING at the Southwest corner of the Northeast Quarter of said Section 23;

THENCE North $86^{\circ}14'24''$ East, 40.09 feet, along the Northerly right-of-way line of the land described in the Deed to the County of Riverside, recorded April 05, 1965 as Instrument No. 39158 of Official Records, the TRUE POINT OF BEGINNING;

THENCE North $00^{\circ}00'16''$ West, 290.74 feet, to the beginning of a tangent curve concave to the Southeast and having a radius of 226.00 feet;

THENCE Northeasterly along said curve through a central angle of $31^{\circ}13'40''$ an arc length of 123.18 feet;

THENCE North $31^{\circ}13'24''$ East, 175.36 feet, to the beginning of a tangent curve concave to the Northwest and having a radius of 130.00 feet;

THENCE Northeasterly along said curve through a central angle of $11^{\circ}41'43''$ an arc length of 26.54 feet;

THENCE South $70^{\circ}28'19''$ East, 53.98 feet;

THENCE South $19^{\circ}58'59''$ West, 163.87 feet;

THENCE South $37^{\circ}39'32''$ East, 116.21 feet;

THENCE North $89^{\circ}43'06''$ East, 835.00 feet;

THENCE South $73^{\circ}16'03''$ East, 805.00 feet;

THENCE North $89^{\circ}43'06''$ East, 134.10 feet;

THENCE North $15^{\circ}11'14''$ East, 514.96 feet, to a point on the Southerly right-of-way line of the Coachella Valley County Water District, Flood Control Storm Channel, as said Storm Channel existed on December 28, 1956;

THENCE South $76^{\circ}27'27''$ East, 189.45 feet, along said Southerly right-of-way line;

THENCE South $00^{\circ}00'16''$ East, 534.70 feet, to a point on the South line of the Northeast Quarter of said Section 23;

THENCE South $89^{\circ}43'06''$ West, 315.76 feet, along said South line, to a point on the Northerly right-of-way line of the land described in the Deed to the County of Riverside,

recorded April 05, 1965 as Instrument No. 39158 of Official Records, the said point being the beginning of a non-tangent curve concave to the South and having a radius of 5066.00 feet, a radial line through said point bears North 05°13'42" East;

117222 THENCE Westerly along said Northerly right-of-way line and said curve through a central angle of 05°38'04" an arc length of 498.18 feet;

THENCE South 89°35'38" West, 1142.79 feet, along said Northerly right-of-way line;

THENCE South 86°14'24" West, 304.57 feet, along said Northerly right-of-way line, to the TRUE POINT OF BEGINNING.

PARCEL 3 (T-21)

THAT portion of the Northeast Quarter of Section 23, Township 5 South, Range 6 East, San Bernardino Base and Meridian, described as follows:

BEGINNING at the Southwest corner of the Northeast Quarter of said Section 23;

THENCE North 00°00'16" West, 444.62 feet, along the West line of the Southwest Quarter of the Northeast Quarter of said Section 23, the TRUE POINT OF BEGINNING;

THENCE continuing North 00°00'16" West, 182.39 feet along said West line to a point on a non-tangent curve concave to the Southwest and having a radius of 163.00 feet, a radial line through said point bears North 52°34'45" East;

THENCE Southeasterly and Southwesterly along said curve through a central angle of 65°04'08" an arc length of 185.11 feet, to the point of beginning of a reverse curve concave to the Southeast and having a radius of 306.00 feet;

THENCE Southwesterly along said reverse curve through a central angle of 01°32'42" an arc length of 8.25 feet, to the TRUE POINT OF BEGINNING.

PARCEL 4 (T-20)

In the City of Indian Wells, County of Riverside, State of California, that portion of the Southwest Quarter of the Northeast Quarter of Section 23, Township 5 South, Range 6 East, San Bernardino Base and Meridian, described as follows:

BEGINNING at the Southwest corner of the Northeast Quarter of said Section 23;

THENCE North 00°00'16" West, 673.74 feet, along the West line of the Northeast Quarter of said Section 23, the TRUE POINT

OF BEGINNING;

THENCE continuing North $00^{\circ}00'16''$ West, 39.53 feet to the beginning of a non-tangent curve concave to the Southeast having a radius of 25.00 feet, a radial line through said point bears North $38^{\circ}07'04''$ West;

THENCE Easterly along said curve through a central angle of $15^{\circ}00'15''$ an arc length of 6.55 feet;

THENCE North $66^{\circ}53'11''$ East, 8.29 feet to the beginning of a tangent curve concave to the South and West having a radius of 100.00 feet;

THENCE Easterly and Southerly along said curve through a central angle of $144^{\circ}23'08''$ an arc length of 252.00 feet;

THENCE South $31^{\circ}13'34''$ West, 19.68 feet to the beginning of a tangent curve concave to the West, North and East having a radius of 40.00 feet;

THENCE Southerly, Westerly and Northerly along said curve through a central angle of $137^{\circ}53'20''$ an arc length of 96.26 feet and to the beginning of a reverse curve concave to the Southwest having a radius of 193.00 feet;

THENCE along said curve through a central angle of $34^{\circ}39'28''$ an arc length of 116.74 feet to the TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION
(T-22)

FROM: DAON CORPORATION
TO: GOLF CLUB

In the City of Indian Wells, County of Riverside, State of California, that portion of the Southwest Quarter of the Northeast Quarter of Section 23, Township 5 South, Range 6 East, San Bernardino Base and Meridian, described as follows:

BEGINNING at the Southwest corner of the Northeast quarter of said Section 23;

THENCE North $00^{\circ}00'16''$ West, 746.82 feet, along the West line of the Northeast Quarter of said Section 23, the TRUE POINT OF BEGINNING;

THENCE continuing North $00^{\circ}00'16''$ West, 381.53 feet, along said West line, to a point on the Southerly right-of-way line of the Coachella Valley County Water District, Flood Control Storm Channel, as said Storm Channel existed on December 28, 1956, the said point being the beginning of a non-tangent curve concave to the Northeast and having a radius of 20,500.00 feet, a radial line through said point bears South $16^{\circ}30'53''$ West;

THENCE Southeasterly along said Southerly right-of-way line and said curve through a central angle of $02^{\circ}05'24''$ an arc length of 747.76 feet;

THENCE South $80^{\circ}41'41''$ West, 510.41 feet;

THENCE South $06^{\circ}29'58''$ West, 79.51 feet;

THENCE South $46^{\circ}07'24''$ West, 78.90 feet, to a point on a non-tangent curve concave to the Southwest and having a radius of 130.00 feet, a radial line through said point bears North $49^{\circ}16'39''$ East;

THENCE Northwesterly along said curve through a central angle of $72^{\circ}23'38''$ an arc length of 164.25 feet;

THENCE South $66^{\circ}53'11''$ West, 1.60 feet to the TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION
(T-23)

FROM: DAON CORPORATION
TO: ACCESS ROAD

117222
In the City of Indian Wells, County of Riverside, State of California, that portion of the Southwest Quarter of the Northeast Quarter of Section 23, Township 5 South, Range 6 East, San Bernardino Base and Meridian, described as follows:

BEGINNING at the Southwest corner of the Northeast Quarter of said Section 23, the TRUE POINT OF BEGINNING;

THENCE North $00^{\circ}00'16''$ West, 444.62 feet, along the West line of the Southwest Quarter of the Northeast Quarter of said Section 23, to a point on a non-tangent curve concave to the Southeast and having a radius of 306.00 feet, a radial line through said point bears North $60^{\circ}22'46''$ West;

THENCE Northeasterly along said curve through a central angle of $01^{\circ}32'42''$ an arc length of 8.25 feet, to the point of beginning of a reverse curve concave to the West and having a radius of 163.00 feet;

THENCE Northeasterly and Northwesterly along said reverse curve through a central angle of $65^{\circ}04'08''$ an arc length of 185.11 feet;

THENCE North $00^{\circ}00'16''$ West, 46.73 feet, along said West line, to a point on a non-tangent curve concave to the Southwest and having a radius of 193.00 feet, a radial line through said point bears North $44^{\circ}30'11''$ East;

THENCE Southeasterly along said curve through a central angle of $34^{\circ}39'28''$ an arc length of 116.74 feet, to the beginning of a reverse curve concave to the North having a radius of 40.00 feet, a radial line through said point bears North $79^{\circ}09'39''$ East;

THENCE Southerly, Easterly, and Northerly along said reverse curve through a central angle of $137^{\circ}53'20''$ an arc length of 96.26 feet;

THENCE North $31^{\circ}13'24''$ East, 19.68 feet to the beginning of a tangent curve concave to the West and Southwest and having a radius of 100.00 feet;

THENCE Northerly and Westerly along said tangent curve through a central angle of $144^{\circ}23'08''$ an arc length of 252.00 feet;

THENCE South $66^{\circ}53'11''$ West, 8.29 feet to the beginning of a tangent curve concave to the Southeast having a radius of 25.00 feet;

117222

THENCE Westerly along said curve through a central angle of $15^{\circ}00'15''$ an arc length of 6.55 feet to the Southwest line;

THENCE North $00^{\circ}00'16''$ West along said West line 33.54 feet;

THENCE North $66^{\circ}53'11''$ East, 1.60 feet to the beginning of a tangent curve concave to the South and West having a radius of 130.00 feet;

THENCE Easterly and Southerly along said curve through a central angle of $144^{\circ}20'13''$ an arc distance of 327.49 feet;

THENCE South $31^{\circ}13'24''$ West, 175.36 feet, to the beginning of a tangent curve concave to the Southeast and having a radius of 226.00 feet;

THENCE Southerly along said curve through a central angle of $31^{\circ}13'40''$ an arc length of 123.18 feet;

THENCE South $00^{\circ}00'16''$ East, 290.74 feet, to a point on the Northerly right-of-way line of the land described in the Deed to the County of Riverside, recorded April 05, 1965 as Instrument No. 39158 of Official Records;

THENCE South $86^{\circ}14'24''$ West, 40.09 feet, along said Northerly right-of-way line, to the TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION
(T-24)

FROM: DAON CORPORATION
TO: FLOOD CONTROL CHANNEL

117222
In the City of Indian Wells, County of Riverside, State of California, that portion of the Northeast Quarter of Section 23, Township 5 South, Range 6 East, San Bernardino Base and Meridian, described as follows:

BEGINNING at the Southwest corner of the Northeast Quarter of said Section 23;

THENCE North $00^{\circ}00'16''$ West, 1128.35 feet, along the West line of the Northeast Quarter of said Section 23, to a point on the Southerly right-of-way line of the Coachella Valley County Water District, Flood Control Storm Channel, as said Storm Channel existed on December 28, 1956, the said point being on a non-tangent curve concave to the Northeast and having a radius of 20,500.00 feet, a radial line through said point bears South $16^{\circ}30'53''$ West, the TRUE POINT OF BEGINNING;

THENCE continuing North $00^{\circ}00'16''$ West, 522.10 feet, along said West line, to a point on the Northerly right-of-way line of said Flood Control Storm Channel, the said point being on a non-tangent curve concave to the Northeast and having a radius of 20,000.00 feet, a radial line through said point bears South $16^{\circ}56'24''$ West;

THENCE Southeasterly along said Northerly right-of-way line and said curve through a central angle of $03^{\circ}23'51''$ an arc length of 1185.92 feet;

THENCE continuing South $76^{\circ}27'27''$ East, 463.87 feet, along said Northerly right-of-way line;

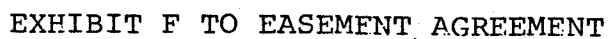
THENCE South $00^{\circ}00'16''$ East, 39.63 feet;

THENCE South $54^{\circ}11'45''$ East, 869.31 feet;

THENCE South $00^{\circ}00'16''$ East, 135.93 feet, to a point on the Southerly right-of-way line of said Flood Control Storm Channel;

THENCE North $76^{\circ}27'27''$ West, 1309.51 feet, along said Southerly right-of-way line, to the beginning of a tangent curve concave to the Northeast and having a radius of 20,500.00 feet;

THENCE Northwesterly along said Southerly right-of-way line and said curve through a central angle of $02^{\circ}58'20''$ an arc length of 1063.41 feet, to the TRUE POINT OF BEGINNING.



	1971	1972	1973	1974
MOTEL	87,322	10,753	387	
GOLF COURSE	87,325	18,81	283	
GOLF CLUB	130,168	2,99	43	
ACCESS ROAD	44,176	101		
FLOOD CONTROL	1,039,412	350	15	
TOTAL	2,892,391	66.41	100.0	

LEGAL DESCRIPTION

(T-1)

FROM: DESERT HORIZONS, INC.

TO: GOLF COURSE

117222

In the City of Indian Wells, County of Riverside, State of California, that portion of the Northwest Quarter of Section 23, Township 5 South, Range 6 East, San Bernardino Base and Meridian, described as follows:

BEGINNING at the Southwest corner of the Northwest Quarter of said Section 23;

THENCE North $89^{\circ}43'06''$ East, 841.22 feet, along the South line of the Northwest Quarter of said Section 23, the TRUE POINT OF BEGINNING;

THENCE North $00^{\circ}02'58''$ East, 245.30 feet;

THENCE North $89^{\circ}43'06''$ East, 40.00 feet;

THENCE North $40^{\circ}07'13''$ East, 256.06 feet;

THENCE North $00^{\circ}12'27''$ East, 276.00 feet;

THENCE North $20^{\circ}55'00''$ East, 613.42 feet;

THENCE South $89^{\circ}38'15''$ West, 474.01 feet;

THENCE North $55^{\circ}07'28''$ West, 780.89 feet, to a point on a non-tangent curve concave to the Southeast and having a radius of 1298.29 feet, a radial line through said point bears North $65^{\circ}23'08''$ West; the said point being on the Easterly right-of-way line of Eldorado Drive as described in the Deed to the City of Indian Wells, recorded on September 10, 1982, as Instrument No. 156875 of Official Records of Riverside County;

THENCE Northeasterly along said Easterly right-of-way line and said curve through a central angle of $07^{\circ}51'03''$ an arc length of 177.90 feet, to the point of beginning of a reverse curve concave to the Northwest and having a radius of 1408.29 feet;

THENCE Northeasterly along said Easterly right-of-way line and said reverse curve through a central angle of $02^{\circ}39'28''$ an arc length of 65.33 feet;

THENCE South $70^{\circ}44'01''$ East, 1120.75 feet, along the Southerly right-of-way of the Coachella Valley County Water District, Flood Control Storm Channel, as said Storm Channel existed on December 28, 1956, to a point on the East line of the Northwest Quarter of the Northwest Quarter of said Section 23;

THENCE South $00^{\circ}02'58''$ West, 1573.68 feet, along the East line of the West half of the Northwest Quarter of said Section 23, to the Southeast corner of the Southwest Quarter of the Northwest Quarter of said Section 23;

THENCE South $89^{\circ}43'06''$ West, 485.90 feet, along the South line of the Northwest Quarter of said Section 23, to the TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION
(T-2)

FROM: DESERT HORIZONS, INC.
TO: FLOOD CONTROL CHANNEL

In the City of Indian Wells, County of Riverside, State of California, that portion of the Northwest Quarter of the Northwest Quarter of Section 23, Township 5 South, Range 6 East, San Bernardino Base and Meridian, described as follows:

BEGINNING at the Northwest corner of the Northwest Quarter of said Section 23;

THENCE North $89^{\circ}44'53''$ East, 1327.62 feet, to the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 23;

THENCE South $00^{\circ}02'58''$ West, 665.45 feet, to the Southeast corner of the North half of the Northwest Quarter of the Northwest Quarter of said Section 23, the TRUE POINT OF BEGINNING.

THENCE continuing South $00^{\circ}02'58''$ West, 414.43 feet, along the East line of the Northwest Quarter of the Northwest Quarter of said Section 23, to a point on the Southerly right-of-way line of the Coachella Valley County Water District, Flood Control Storm Water Channel, as said Storm Channel existed on December 28, 1956;

THENCE North $70^{\circ}44'01''$ West, 1120.75 feet, along said Southerly right-of-way line of Flood Control Storm Water Channel, to a point on a non-tangent curve concave to the Northwest and having a radius of 1408.29 feet, a radial line through said point bears South $60^{\circ}11'33''$ East, the said point being on the Easterly right-of-way line of Eldorado Drive as described in the Deed to the City of Indian Wells, recorded on September 10, 1982, as Instrument No. 156875 of Official Records of Riverside County;

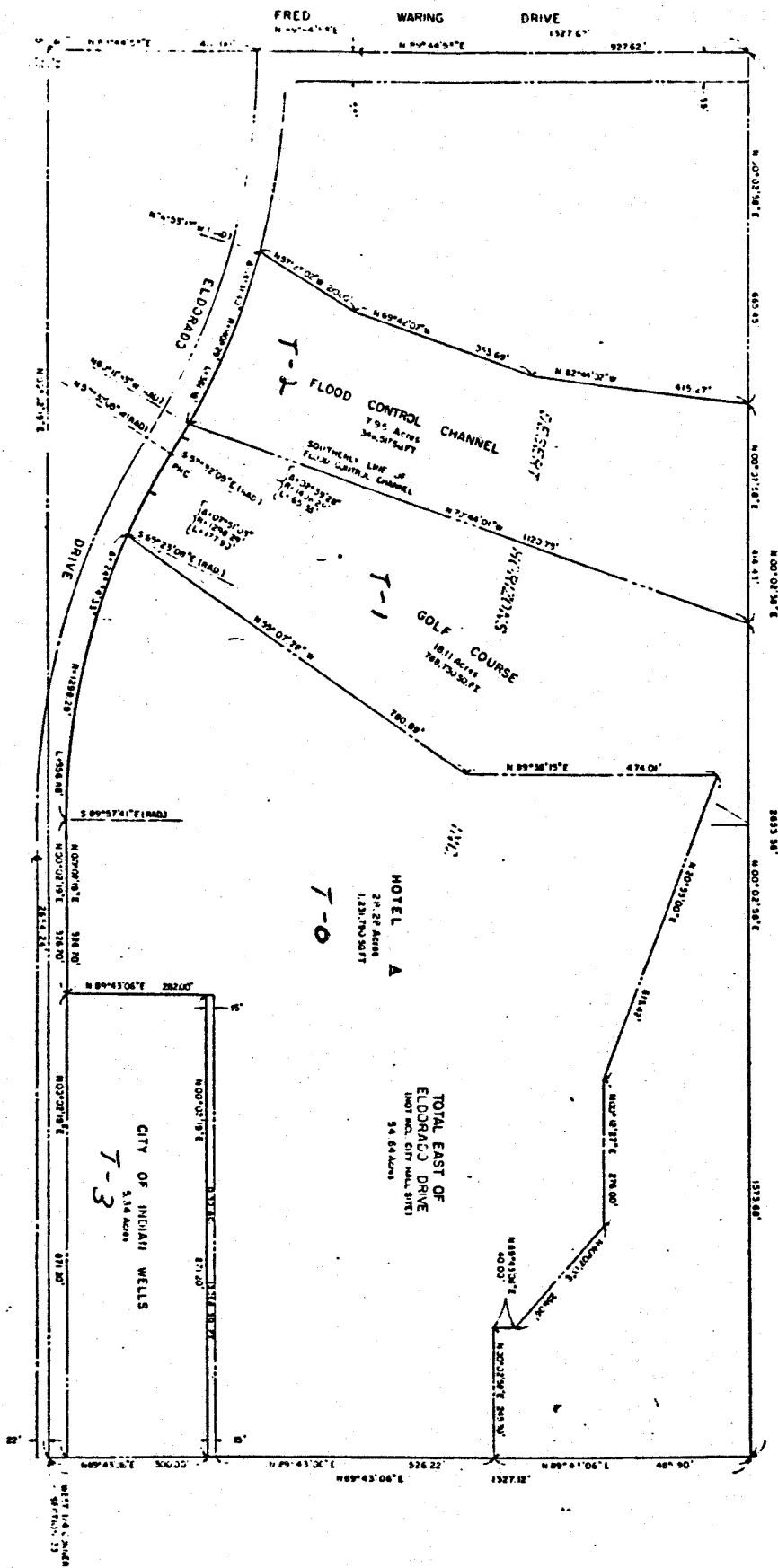
THENCE Northeasterly along said Easterly right-of-way of Eldorado Drive and said curve through a central angle of $14^{\circ}41'40''$ an arc length of 361.18 feet;

THENCE South $57^{\circ}27'02''$ East, 210.06 feet;

THENCE South $69^{\circ}42'02''$ East, 353.69 feet;

THENCE South $82^{\circ}44'02''$ East, 415.27 feet, to the TRUE POINT OF BEGINNING.

OIC
CJH
1/14



FROM: PROPERTY OF
DESERT HORIZONS INC.

TO: GOLF COURSE
HOTEL A
FLOOD CONTROL CHANNEL
CITY OF INDIAN WELLS

TOTAL AREA

ACRE	%
10.11	33.14
29.20	91.76
7.95	14.95
0.30	0.55
54.64	100.00

EXHIBIT H TO EASEMENT AGREEMENT

LEGAL DESCRIPTION

PORTION EASEMENT II

T8,9,10 &11

The following described land in the City of Indian Wells,
County of Riverside, State of California:

PARCEL 1

THAT portion of the Northwest Quarter of Section 23, Township
5 South, Range 6 East, San Bernardino Base and Meridian,
described as follows:

BEGINNING at the Southwest corner of the Southeast Quarter of
the Northwest Quarter of said Section 23;

THENCE North 00 02'58" East, 1156.62 feet, along the West
line of the Southeast Quarter of the Northwest Quarter of
said Section 23, the TRUE POINT OF BEGINNING;

THENCE continuing North 00 02'58" East, 417.06 feet;

THENCE South 70 44'01" East, 413.27 feet, along the Southerly
right-of-way line of the Coachella Valley County Water
District, Flood Control Storm Channel, as said Storm Channel
existed on December 28, 1956, to a point on a tangent curve
concave to the Northeast and having a radius of 20,500.00
feet;

THENCE Southeasterly along said Southerly right-of-way line
of Flood Control Storm Water Channel and said curve through a
central angle of 02 09'54" an arc length of 774.67 feet;

THENCE South 13 55'54" West, 55.04 feet;

THENCE North 83 23'32" West, 397.49 feet;

THENCE North 71 37'35" West, 290.08 feet;

THENCE North 61 07'57" West, 123.48 feet;

THENCE North 78 48'13" West, 180.00 feet;

THENCE South 08 44'29" West, 219.24 feet;

THENCE South 89 43'42" West, 125.00 feet, to the TRUE POINT
OF BEGINNING.

PARCEL 2

THAT portion of the Southeast Quarter of the Northwest
Quarter of Section 23, Township 5 South, Range 6 East, San
Bernardino Base and Meridian, described as follows:

117222
BEGINNING at the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 23;

THENCE North 00 02'58" East, 572.00 feet, along the West line of the Southeast Quarter of the Northwest Quarter of said Section 23, the TRUE POINT OF BEGINNING;

THENCE continuing North 00 02'58" East, 509.62 feet, along said West line;

THENCE North 89 43'42" East, 115.75 feet;

THENCE South 17 36'00" West, 238.93 feet;

THENCE South 08 35'25" West, 197.00 feet;

THENCE South 00 07'49" East, 87.56 feet;

THENCE South 89 43'06" West, 14.72 feet, to the TRUE POINT OF BEGINNING.

PARCEL 3

THAT portion of the Southeast Quarter of the Northwest Quarter of Section 23, Township 5 South, Range 6 East, San Bernardino Base and Meridian, described as follows:

BEGINNING at the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 23;

THENCE North 89 43'06" East, 260.00 feet, along the South line of the Northwest Quarter of said Section 23;

THENCE North 00 02'58" East, 37.08 feet, to a point on the Northerly right-of-way line of the land described in the Deed to the County of Riverside, recorded April 05, 1965 as Instrument No. 39158 of Official Records;

THENCE North 89 33'45" East, 400.00 feet along said Northerly right-of-way line, the TRUE POINT OF BEGINNING;

THENCE North 00 02'58" East, 166.91 feet;

THENCE North 70 45'48" East, 285.02 feet;

THENCE North 44 05'53" East, 312.89 feet;

THENCE North 25 24'37" West, 135.09 feet;

THENCE North 36 46'48" East, 45.70 feet;

THENCE South 89 45'03" East, 156.34 feet to a point on a curve concave to the South having a radius of 163.00 feet a radial line through said point bears North 29 13'39" East;

THENCE Southeasterly along said curve through a central angle of 26 52'09" an arc length of 76.44 feet, to a point on the East line of the Southeast Quarter of the Northwest Quarter of said Section 23;

THENCE South 00 00'16" East, 182.39 feet, along said East line, to a point on a non-tangent curve concave to the Southeast and having a radius of 306.00 feet, a radial line through said point bears North 60 22'46" West;

THENCE Southwesterly along said curve through a central angle of 29 37'30" an arc length of 158.22 feet;

THENCE South 00 00'16" East, 176.60 feet, to a point on the Northerly right-of-way line of the land described in the Deed to the County of Riverside, recorded April 05, 1965 as Instrument No. 39158 of Official Records;

THENCE South 89 59'44" West, 4.00 feet, along said right-of-way line, to a point on a non-tangent curve concave to the Northwest and having a radius of 50.00 feet, a radial line through said point bears North 89 59'44" East;

THENCE Southwesterly along said right-of-way line and said curve through a central angle of 82 04'01" an arc length of 71.62 feet;

THENCE South 82'03'45" West, 179.07 feet, to the beginning of a tangent curve concave to the Northwest and having a radius of 530.00 feet;

THENCE Southwesterly along said right-of-way line and said curve through a central angle of 07 30'00" an arc length of 69.38 feet;

THENCE South 89 33'45" West, 334.87 feet, to the TRUE POINT OF BEGINNING.

PARCEL 4

THAT portion of the Southeast Quarter of the Northwest Quarter of Section 23, Township 5 South, Range 6 East, San Bernardino Base and Meridian described as follows:

BEGINNING at the Southeast corner of the Northwest corner of said Southeast Quarter;

THENCE North 00 00'16" West, 673.74 feet along the East line of said Southwest Quarter, to point on a non-tangent curve concave to the Southwest and having a radius of 193.00 feet, a radial line through said point bears North 44 30'11" East, the TRUE POINT OF BEGINNING;

THENCE Northerly along said curve through a central angle of

reverse curve concave to the East having a radius of 25.00 feet;

THENCE Northerly along said curve through a central angle of 98 08'46" an arc length of 42.82 feet to said East line;

THENCE South 00 00'16" East, a distance of 39.53 feet along said East line to the TRUE POINT OF BEGINNING.

117222

MAY 24 1985

ACCESS ROAD SITE II

T16 & 17

117222

In the City of Indian Wells, County of Riverside, State of California, that portion of the Southeast Quarter of the Northwest Quarter of Section 23, Township 5 South, Range 6 East, San Bernardino Base and Meridian, described as follows:

PARCEL 1

BEGINNING at the Southeast corner of the Southeast Quarter of the Northwest Quarter of said Section 23;

THENCE North 00 00'16" West, 116.76 feet, along the East line of the Southeast Quarter of the Northwest Quarter of said Section 23, to a point on the Northerly right-of-way line of the land described in the Deed to the County of Riverside, recorded April 05, 1965 as Instrument No. 39158 of Official Records, the TRUE POINT OF BEGINNING;

THENCE South 89 59'44" West, 40.00 feet, along said Northerly right-of-way line;

THENCE North 00 00'16" West, 176.60 feet, to the beginning of a tangent curve concave to the Southeast and having a radius of 306.00 feet;

THENCE Northeasterly along said curve through a central angle of 29 37'30" an arc length of 158.22 feet;

THENCE South 00 00'16" East, 327.86 feet along the said East line, to the TRUE POINT OF BEGINNING.

PARCEL 2

BEGINNING at the Southeast corner of the Northwest Quarter of said Section 23;

THENCE North 00 00'16" West, 627.02 feet, along the East line of the Southeast Quarter of the Northwest Quarter of said Section 23, to a point on a non-tangent curve concave to the Southwest and having a radius of 163.00 feet, a radial line through said point bears North 56 05'48" East, the TRUE POINT OF BEGINNING;

THENCE Northwesterly along said curve through a central angle of 26 52'09" an arc length of 76.44 feet;

THENCE South 89 45'03" East, 29.85 feet;

THENCE North 13 55'54" East, 55.70 feet, to a point on a non-tangent curve concave to the Northwest and having radius of 113.54 feet, a radial line through said point bears North 06 50'55" West;

THENCE Northeasterly along said curve through a central angle

117222

of 29 57'44" an arc length of 59.38 feet;

THENCE North 66 53'11" East, 15.24 feet to said East line;

THENCE South 00 00'16" East, 33.54 feet along the said East line, to the beginning of a non-tangent curve concave to the East and having a radius of 25.00 feet, a radial line through said point bears North 38 07'04" West;

THENCE Southerly along said curve through a central angle of 98 08'46" an arc length of 42.82 feet, to the beginning of a reverse curve concave to the Southwest having a radius of 163.00 feet;

THENCE Southerly along said reverse curve through a central angle of 00 46'01" an arc length of 2.18 feet to said East line;

THENCE South 00 00'16" East, 46.73 feet to the TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION

GOLF CLUB SITE II

T-26

In the City of Indian Wells, County of Riverside, State of California, that portion of the Southeast Quarter of the Northwest Quarter of Section 23, Township 5 South, Range 6 East, San Bernardino Base and Meridian, described as follows:

PARCEL I

BEGINNING at the Southeast corner of the Southeast Quarter of the Northwest Quarter of said Section 23;

THENCE North $00^{\circ}00'16''$ West, 746.82 feet, along the East line of the Southeast Quarter of the Northwest Quarter of said Section 23, to the TRUE POINT OF BEGINNING;

THENCE South $66^{\circ}53'11''$ West, 15.24 feet to a tangent curve concave to the North and having a radius of 113.54 feet;

THENCE Westerly along said curve through a central angle of $29^{\circ}57'44''$ an arc length of 59.38 feet;

THENCE North $13^{\circ}55'54''$ East, 229.48 feet, to a point on said East line;

THENCE South $00^{\circ}00'16''$ East, 276.38 feet, along said East line to the TRUE POINT OF BEGINNING.

PARCEL 2

BEGINNING at the Southeast corner of the Southeast Quarter of the Northwest Quarter of said Section 23;

THENCE North $00^{\circ}00'16''$ West, 1084.62 feet, along the East line of the Southeast Quarter of the Northwest Quarter of said Section 23, TRUE POINT OF BEGINNING;

THENCE North $76^{\circ}03'21''$ West, 203.81 feet;

THENCE North $83^{\circ}23'32''$ West, 16.53 feet;

THENCE North $13^{\circ}55'54''$ East, 55.04 feet, to a point on the Southerly right-of-way line of the Coachella Valley County Water District, Flood Control Storm Channel, as said Storm Channel existed on December 28, 1956, the said point being the beginning of a non-tangent curve concave to the Northeast

and having a radius of 20,500.00 feet, a radial line through said point bears South 17°06'05" West;

117222 THENCE Southeasterly along said Southerly right-of-way line and said curve through a central angle of 00°35'12" an arc length of 209.94 feet, to the East line of the Southeast Quarter of the Northwest Quarter of said Section 23;

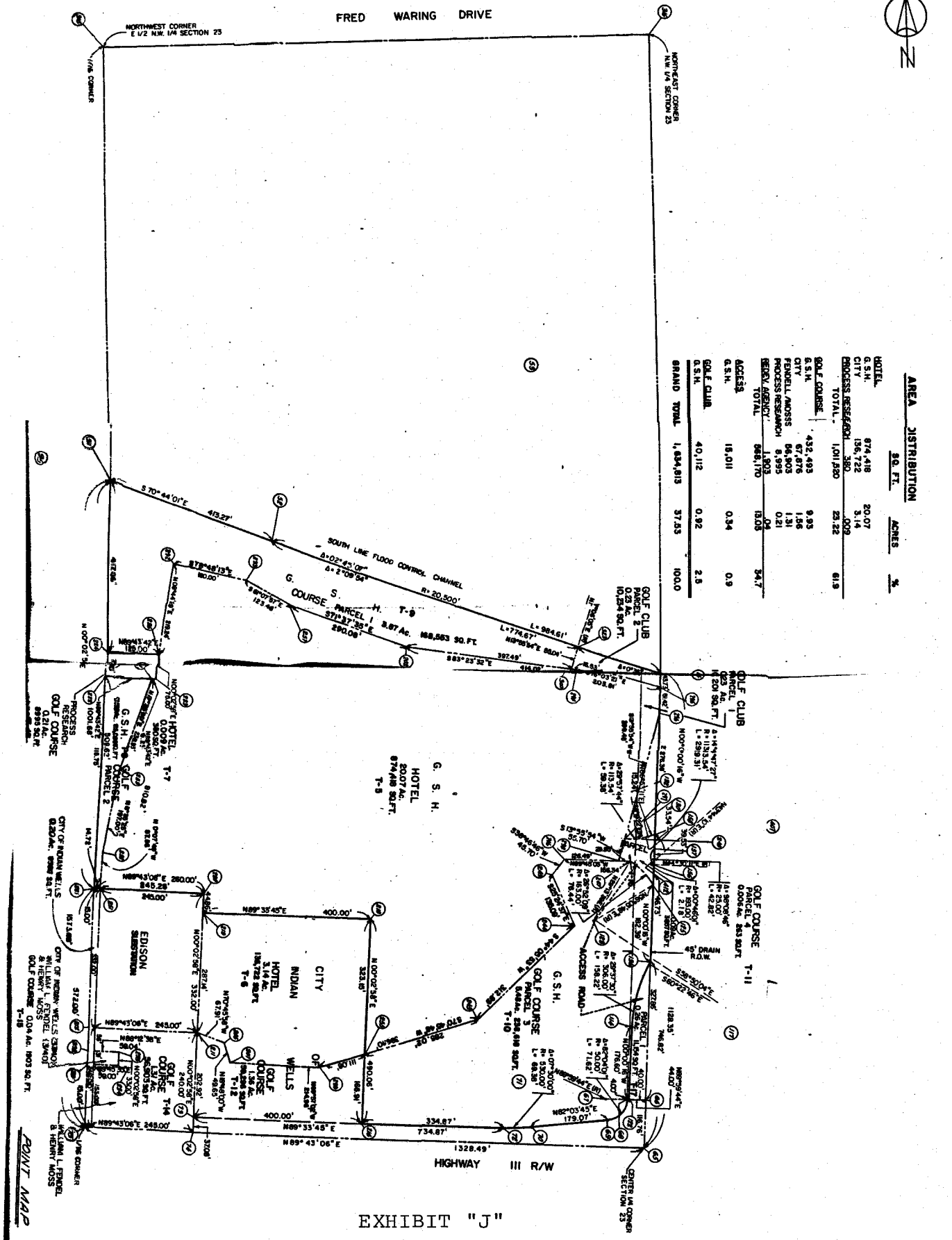
THENCE South 00°00'16" East, 43.73 feet, to the TRUE POINT OF BEGINNING.

MAY 24 1985

MAP OF GSH EASEMENT AREA



222411



AREA DISTRIBUTION

	SQ. FT.	ACRES	%
WATER			
G.S.H.	874,418	20.07	
CITY	136,122	3.14	
PROCESS RESEARCH	1,562	.003	
TOTAL	1,011,102	23.22	61.8
GOLF COURSE			
G.S.H.	432,493	9.93	
CITY	67,676	1.56	
FENDELL MOSS	66,903	1.51	
PROCESS RESEARCH	8,995	0.21	
BERRY AGENCY	1,803	.04	
TOTAL	568,170	13.05	54.7
ACCESS			
G.S.H.	16,011	0.34	
G.S.H.	40,112	0.92	
TOTAL	56,123	1.26	0.9
GRAND TOTAL	1,574,815	37.53	100.0

EXHIBIT "J"

AGREEMENT OF NON-DISTURBANCE

THIS AGREEMENT OF NON-DISTURBANCE (the "Agreement") is made on _____, 1985, by and among _____, a _____ ("Beneficiary"), _____, a _____ ("Trustor"), and the REDEVELOPMENT AGENCY OF THE CITY OF INDIAN WELLS, a redevelopment agency established pursuant to the Community Redevelopment Law (Section 33000 et seq. of the Health and Safety Code of the State of California) ("Agency").

RECITALS

A. Trustor has recorded a deed of trust (the "Deed of Trust") in favor of Beneficiary against the real property described on attached Addendum 1 (the "Property") to secure a loan made by Beneficiary to Trustor. The Deed of Trust, a copy of which is attached hereto as Addendum 2, was recorded on _____, 19__ in the Official Records of Riverside County as Instrument No. _____.

B. Trustor and Agency have entered into an easement agreement (the "Easement Agreement") dated _____, 1985, whereby Trustor granted to Agency a perpetual, exclusive, appurtenant easement to use a portion of the Property to construct, operate and maintain a 36-hole Golf Resort, which portion of the Property is referred to herein as the Easement Area and particularly described on attached Addendum 3. The Easement Agreement, a copy of which is attached hereto as Addendum 4, is being recorded as of the date of this Agreement or shortly thereafter in the Official Records of Riverside County, California.

C. The parties now desire to enter into this Agreement so as to clarify their rights, duties and obligations under the Deed of Trust and Easement Agreement and to further provide for various contingencies as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreement of the parties to the terms and conditions contained in this Agreement, the parties agree as follows:

1. If Trustor shall default in the payment of any sum or performance of any covenant or condition under the Deed of Trust or the loan obligation secured by the Deed of Trust, or in the event that Beneficiary forecloses on the Deed of Trust, either by power of sale or judicial foreclosure, prior to the expiration of the Easement Agreement, then Beneficiary, Trustor and Agency do hereby agree that the Easement Agreement, and all terms, provisions, covenants and agreements of the Easement Agreement, shall survive any such default or defaults in the Deed of Trust or loan obligation secured by the Deed of Trust, or foreclosure of the Deed of Trust, however such foreclosure should occur.

117222

In such event, the Easement Agreement shall continue in force and effect in accordance with and subject to all of its terms, provisions, agreements and covenants as a direct agreement between Beneficiary, as Trustor's successor in interest, and Agency. Agency agrees, in such event, to attorn to Beneficiary and to recognize Beneficiary as Trustor's successor under the Easement Agreement. Beneficiary shall, in such event, exercise and undertake all of the rights, obligations and duties of Trustor in and under said Easement Agreement and shall be subject to all covenants, conditions and restrictions in the Easement Agreement.

2. Beneficiary agrees that should Beneficiary elect to foreclose the Deed of Trust by power of sale, Beneficiary shall mail to Agency copies of the notice of default and notice of sale in accordance with the provisions and procedures set forth in California Civil Code Section 2924b(3). Beneficiary further agrees that should Beneficiary elect to foreclose the Deed of Trust by judicial foreclosure, Beneficiary shall give Agency notice of the pendency of the foreclosure action within thirty (30) days after such action is filed with the Court.

3. Beneficiary hereby approves of the Easement Agreement and of the rights and privileges granted to Agency thereunder and agrees that for and during the term of the Easement Agreement, and any extensions thereof, Beneficiary shall not take any action, directly or indirectly, to disturb or otherwise affect Beneficiary's use of and/or rights and privileges with respect to the Easement Area so long as Agency is not in default under the Easement Agreement, nor shall Agency's exercise of any such rights and privileges constitute a default under the Deed of Trust, notwithstanding any provisions to the contrary contained in the Deed of Trust.

4. No provision contained herein shall be deemed an amendment or modification of any provisions contained in the Easement Agreement, including, without limiting the generality of the foregoing, any rights given thereunder to Trustor to terminate the Easement Agreement.

5. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors, transferees and assigns.

BENEFICIARY:

By: _____ (Title)

By: _____ (Title)

117222

TRUSTOR:

By: _____
(Title)

By: _____
(Title)

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF
INDIAN WELLS, a redevelopment agency

By: _____
Richard R. Oliphant,
Chairman

By: _____
Prince E. Pierson,
Executive Director

117222

LEGAL DESCRIPTION OF PROPERTY

(To be inserted)

117222

DEED OF TRUST

(To be attached)

117222

LEGAL DESCRIPTION OF EASEMENT AREA

(To be inserted)

117222

EASEMENT AGREEMENT

(To be attached)

LEGAL DESCRIPTION
(T-6)

FROM: CITY OF INDIAN WELLS
TO: GRAND SPA

117222
In the City of Indian Wells, County of Riverside, State of California, that portion of the Southeast Quarter of the Northwest Quarter of Section 23, Township 5 South, Range 6 East, San Bernardino Base and Meridian, described as follows:

BEGINNING at the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 23;

THENCE North $89^{\circ}43'06''$ East, 260.00 feet, along the South line of the Northwest Quarter of said Section 23;

THENCE North $00^{\circ}02'58''$ East, 240.00 feet, parallel with the West line of the Southeast Quarter of the Northwest Quarter of said Section 23, the TRUE POINT OF BEGINNING;

THENCE continuing North $00^{\circ}02'58''$ East, 287.14 feet, along said parallel line;

THENCE North $89^{\circ}33'45''$ East, 400.00 feet;

THENCE South $00^{\circ}02'58''$ West, 247.93 feet, parallel with the West line of the Southeast Quarter of the Northwest Quarter of said Section 23;

THENCE South $70^{\circ}45'48''$ West, 338.82 feet;

THENCE North $18^{\circ}48'00''$ West, 49.65 feet;

THENCE North $70^{\circ}45'58''$ West, 67.91 feet, to the TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION
(T-12)

FROM: CITY OF INDIAN WELLS
TO: GOLF COURSE

The following described land in the City of Indian Wells,
County of Riverside, State of California:

117222
THAT portion of the Southeast Quarter of the Northwest
Quarter of Section 23, Township 5 South, Range 6 East, San
Bernardino Base and Meridian, described as follows:

BEGINNING at the Southwest corner of the Southeast Quarter of
the Northwest Quarter of said Section 23;

THENCE North $89^{\circ}43'06''$ East, 260.00 feet, along the South
line of the Northwest Quarter of said Section 23;

Thence South $00^{\circ}02'58''$ West, 37.08 feet, the TRUE POINT OF
BEGINNING.

Thence North $00^{\circ}02'58''$ East, 202.92 feet, parallel with the
West line of the Southeast Quarter of the Northwest Quarter
of said Section 23;

THENCE South $70^{\circ}45'58''$ East, 67.91 feet;

THENCE South $18^{\circ}48'00''$ East, 49.65 feet;

THENCE North $70^{\circ}45'48''$ East, 338.82 feet;

THENCE South $00^{\circ}02'58''$ West, 242.13 feet, parallel with the
West line of the Southeast Quarter of the Northwest Quarter
of said Section 23;

THENCE South $89^{\circ}33'45''$ West, 400.00 feet, along the Northerly
right-of-way line of the land described in the Deed of the
County of Riverside, recorded April 5, 1965 as Instrument No.
39158 of the Official Records, to THE TRUE POINT OF
BEGINNING.