

RECORDING REQUESTED BY:  
 ORANGE COAST TITLE COMPANY  
 Builder Services/Commercial Division  
 3536 Concoors Drive, #120  
 Ontario, CA 91764  
 Order No. 140-888378-66  
 [Palm Desert Escrow, Inc.  
 Escrow No. 240861RW]

DOC # 2007-0427028

06/29/2007 08:00A Fee:34.00

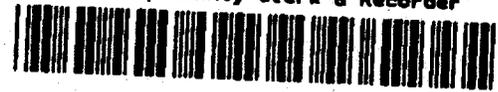
Page 1 of 10 Doc 1 Tax Paid

Recorded in Official Records

County of Riverside

Larry U. Ward

Assessor, County Clerk & Recorder



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

Miles Lodge, L.L.C.  
 c/o Jerson Investments, LLC  
 1455 South Michigan Avenue  
 Chicago, Illinois 60605  
 Attn: Gerald Fogelson

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APN'S 633-310-004 & 009, 633-310-013  
 AND PORTION 633-150-011  
 [Condo-Hotel Property]

TRA 016-043

Documentary Transfer Tax Statement filed Separately

35



**GRANT DEED**

For valuable consideration, receipt of which is hereby acknowledged,

**INDIAN WELLS REDEVELOPMENT AGENCY**, a public body, corporate and politic (the "Agency"), who took title as **INDIAN WELLS REDEVELOPMENT AGENCY** or as **REDEVELOPMENT AGENCY OF THE CITY OF INDIAN WELLS** or as **THE REDEVELOPMENT AGENCY OF THE CITY OF INDIAN WELLS**, hereby grants to **MILES LODGE, L.L.C.**, a California limited liability company ("Owner"), that certain real property hereinafter referred to as the "Site" and described in EXHIBIT A and EXHIBIT A-1 (collectively, Site legal description) attached hereto and incorporated herein, subject to the existing easements, restrictions and covenants of record.

1.(a) The Owner covenants by and for itself, himself or herself, its, his or her heirs, executors, administrators, and assigns, and all persons claims under or through it, him or her, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 1955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Site, nor shall the Owner or any person claiming under or through it, him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Site. The foregoing covenants shall run with the land of the Site and be binding on all successive owners and users of the Site.

1.(b) Notwithstanding paragraph 1.(a), with respect to familial status, paragraph 1.(a) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of

the Government Code. With respect to familial status, nothing in paragraph 1.(a) shall be construed to affect Section 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph 1.(a).

2. The Owner agrees for itself, its successors, its assigns and every successor in interest to the Site, that it shall be responsible for the operation, maintenance, repair and replacement of landscaping improvements upon the Site, including without limitation, those certain grass, shrubs, trees and other landscaping materials, sidewalks and paved surfaces, artificial lighting, irrigation and drainage systems, and such other landscaping improvements now or hereafter installed on the Site. The Owner shall remove all trash and debris placed upon the Site and otherwise keep the Site in good condition and repair, reasonable wear and tear excepted, at the Owner's sole cost and expense.

In the event that the Owner fails to operate, maintain, repair and replace the foregoing improvements as described herein, the City of Indian Wells (the "City") and the Agency, and their successors and assigns, in addition to pursuing any other rights and remedies of the City and the Agency and their successors and assigns provided herein, shall have the right to enter upon the Site to operate, maintain, repair and replace the foregoing landscaping improvements and may charge the Owner for the City's or the Agency's (and their successors and assigns) costs of operation, maintenance, repair and replacement. The Owner shall, within thirty (30) days following its receipt of written notice thereof, pay for those costs incurred by the City or the Agency under this paragraph. In the event that the Owner does not pay the City or the Agency and their successors and assigns, for their costs within the time frame above, said costs shall become a lien upon the Site for such nonpayment and the City or the Agency (and their successors and assigns) shall have, in addition to any other rights and remedies provided herein, the right and remedy of foreclosure against said lien for nonpayment in accordance with California law. The foregoing covenant shall run with the land.

3. All of the terms, covenants and conditions of this Grant Deed shall be binding upon the Owner and all successors and assigns of the Owner. Whenever the term "Owner" is used in this Grant Deed, such term shall include any other permitted successors and assigns as herein provided.

4. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest permitted in that certain Disposition and Development Agreement by and between the Agency and Jerson Investments, LLC, an Illinois limited liability company dated May 6, 2004 and recorded April 7, 2004 as Instrument No. 2004-0342453 in Official Records of Riverside County, California, as amended from time to time; provided, however, that any subsequent owner of the Site shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

5. All covenants contained in this Grant Deed shall be covenants running with the land.

6. All covenants without regard to technical classification or designation shall be binding for the benefit of the Agency, and such covenants shall run in favor of the Agency for the entire period during which such covenants shall be in force and effect, without regard to whether

the Agency is or remains an owner of any land or interest therein to which such covenants relate. The Agency, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

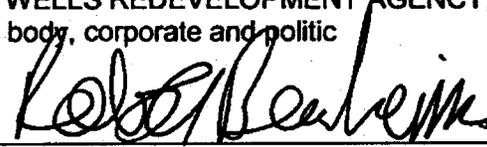
7. Both the Agency (and its successors and assigns) and the Owner (and its successors and assigns in and to all or any part of the fee title to the Site) shall have the right with the mutual consent of the Agency to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, easements or restrictions contained in this Grant Deed without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Site. However, the Owner and the Agency are obligated to give written notice to and obtain the consent of any first mortgagee prior to consent or agreement between the parties concerning such changes to this Grant Deed.

**AGENCY:**

Dated: June 25, 2007

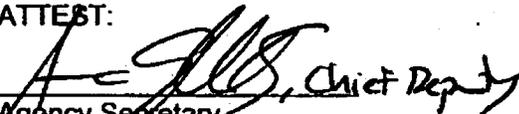
INDIAN WELLS REDEVELOPMENT AGENCY,  
a public body, corporate and politic

By:



Robert A. Bernheimer  
Chairperson

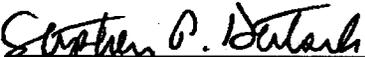
ATTEST:

  
Agency Secretary



APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

  
Stephen P. Deitsch  
Agency Counsel

**OWNER:**

MILES LODGE, L.L.C.,  
a California limited liability company

By:

  
Gerald Fogelson

Its:

Managing Member

the Agency is or remains an owner of any land or interest therein to which such covenants relate. The Agency, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

7. Both the Agency (and its successors and assigns) and the Owner (and its successors and assigns in and to all or any part of the fee title to the Site) shall have the right with the mutual consent of the Agency to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, easements or restrictions contained in this Grant Deed without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Site. However, the Owner and the Agency are obligated to give written notice to and obtain the consent of any first mortgagee prior to consent or agreement between the parties concerning such changes to this Grant Deed.

**AGENCY:**

Dated: \_\_\_\_\_

**INDIAN WELLS REDEVELOPMENT AGENCY,**  
a public body, corporate and politic

By: \_\_\_\_\_  
Robert A. Bernheimer  
Chairperson

**ATTEST:**

\_\_\_\_\_  
Agency Secretary

**APPROVED AS TO FORM:**

**BEST BEST & KRIEGER LLP**

\_\_\_\_\_  
Stephen P. Deitsch  
Agency Counsel

**OWNER:**

**MILES LODGE, L.L.C.,**  
a California limited liability company

By: \_\_\_\_\_  
Gerald Fogelson  
Its: Managing Member

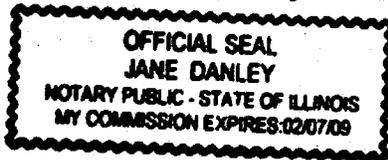


**NOTARY ACKNOWLEDGMENT**  
(California All-Purpose Acknowledgment)

STATE OF Illinois )  
COUNTY OF Cook ) ss.

On 6/21, 2007 before me, Jane Danley, notary public, personally appeared **GERALD FOGELSON**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Jane Danley  
Signature of Notary Public

ATTACHED TO: GRANT DEED  
[APN'S 633-310-004 & 009, 633-310-013  
AND PORTION 633-150-011]

**EXHIBIT A TO  
GRANT DEED**

(Site Legal Description)

**PARCEL 1**

[APN'S 633-310-004 & 633-310-009]

THAT PORTION OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ AND THAT PORTION OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN, SAID POINT BEING ON THE TRUE POINT OF BEGINNING; THENCE SOUTHERLY ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF SAID SECTION 24, SOUTH 0° 02' EAST, A DISTANCE OF 72.55 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 111; THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE SOUTH 84° 03' 15" EAST, A DISTANCE OF 1,074.82 FEET TO THE WESTERLY RIGHT OF WAY OF MILES AVENUE; THENCE NORTHERLY ALONG SAID RIGHT OF LINE NORTH 5° 56' 45" EAST, A DISTANCE OF 210.00 FEET;

THENCE ALONG A TANGENT CURVE CONCAVE TO THE SOUTHEAST DESCRIBED AS HAVING A CENTRAL ANGLE OF 27° 56' 38" A RADIUS OF 650.00 FEET, AND AN ARC DISTANCE OF 317.01 FEET, TO A POINT ON SAID CURVE HAVING A RADIAL BEARING 56° 06' 37" WEST; THENCE NORTH 73° 49' WEST, A DISTANCE OF 1,247.58 FEET, TO A POINT ON THE WEST LINE OF THE NORTHWEST ¼ OF SAID SECTION 24; THENCE SOUTH 0° 02' EAST, A DISTANCE OF 677.70 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THE FOLLOWING:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 24; THENCE SOUTHERLY ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF SAID SECTION 24, SOUTH 0° 02' EAST, 72.55 FEET, MORE OR LESS, TO THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 111, AS NOW LOCATED;

THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE, SOUTH 84° 03' 15" EAST, 1,074.82 FEET, TO THE WESTERLY RIGHT OF WAY LINE OF MILES AVENUE, FOR THE POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE, NORTH 5° 56' 45" EAST, 210.0 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE SOUTHEAST,

DESCRIBED AS HAVING A CENTRAL ANGLE OF 0° 52' 54" A RADIUS OF 650.00 FEET, AND AN ARC DISTANCE OF 10 FEET;

THENCE NORTH 84° 03' 15" WEST, 200.08 FEET;

THENCE SOUTH 5° 56' 45" WEST, 220 FEET TO SAID NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 111;

THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE SOUTH 84° 03' 15" EAST, 200 FEET TO THE POINT OF BEGINNING.

**PARCEL 2**

[APN 633-31-013]

THAT PORTION OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ AND THAT PORTION OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY THE UNITED STATES GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 24; THENCE SOUTHERLY ALONG THE WEST LINE OF SOUTHWEST ¼ OF SAID SECTION 24, SOUTH 0° 02' EAST 72.55 FEET, MORE OR LESS, TO THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 111 AS NOW LOCATED;

THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE, SOUTH 64° 03' 15" EAST, 1,74.82 FEET, TO THE WESTERLY RIGHT OF WAY LINE OF MILES AVENUE, FOR THE POINT OF BEGINNING; THENCE NORTHERLY, ALONG SAID RIGHT OF WAY LINE, NORTH 8° 56' 45" EAST 210 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE SOUTHEAST DESCRIBED AS HAVING A CENTRAL ANGLE OF 0° 52' 54" A RADIUS OF 650 FEET, AND AN ARC DISTANCE OF 106 FEET; THENCE NORTH 84° 03' 15" WEST, 200.08 FEET; THENCE SOUTH 5° 56' 45" WEST, 220 FEET TO SAID NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 111; THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE SOUTH 84° 03' 15" EAST, 200 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED JULY 12, 1966 AS INSTRUMENT NO. 71356 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

**PARCEL 3**

[PORTION APN 633-150-011]

SEE EXHIBIT A-1 ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

PARCEL 3  
[PORTION APN 633-150-011]

IN THE CITY OF INDIAN WELLS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THAT PORTION OF THE EAST HALF OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 6 EAST, S.B.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 23;

THENCE SOUTH 00°05'00" EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 72.44 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 111 AS SHOWN ON CALIFORNIA DIVISION OF HIGHWAYS MONUMENTATION MAP 11-RIV-111 DATED SEPTEMBER 14, 1967;

THENCE NORTH 84°02'46" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 110.00 FEET;

THENCE NORTH 17°28'29" EAST, A DISTANCE OF 164.00 FEET;

THENCE NORTH 20°17'45" WEST, A DISTANCE OF 428.65 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE COACHELLA VALLEY STORMWATER CHANNEL AS DESCRIBED IN DEED RECORDED MAY 19, 1965 AS INSTRUMENT NO. 57945, O.R.

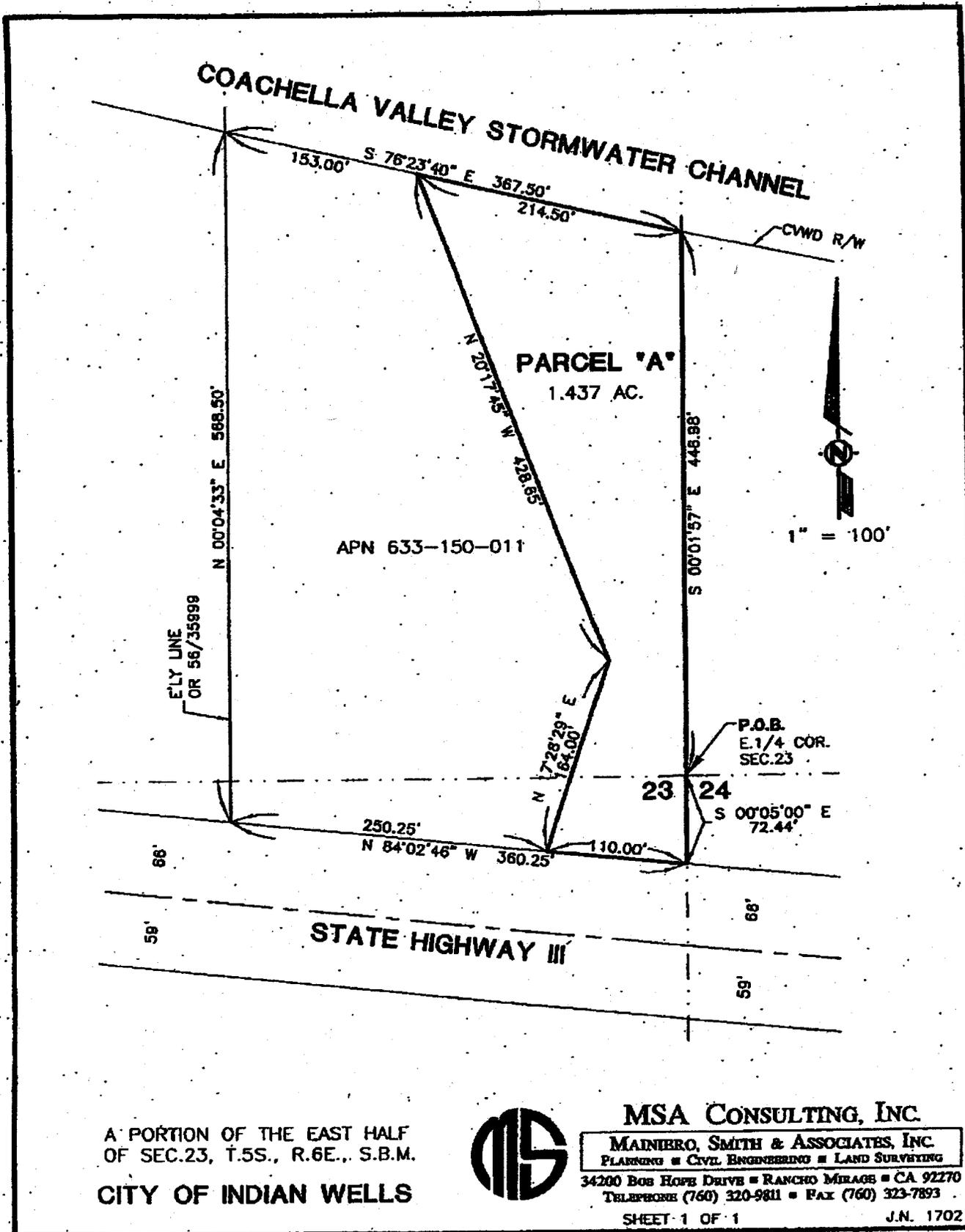
THENCE SOUTH 76°23'40" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 214.50 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE SOUTH 00°01'57" EAST ALONG SAID EAST LINE, A DISTANCE OF 446.98 FEET TO THE POINT OF BEGINNING.

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

CONTAINING 62,576 SQUARE FEET  
OR 1.437 ACRES, MORE OR LESS.





A PORTION OF THE EAST HALF  
OF SEC. 23, T.5S., R.6E., S.B.M.  
**CITY OF INDIAN WELLS**



**MSA CONSULTING, INC.**

**MAINIERO, SMITH & ASSOCIATES, INC.**  
PLANNING ■ CIVIL ENGINEERING ■ LAND SURVEYING

34200 BOB HOPE DRIVE ■ RANCHO MIRAGE ■ CA 92270  
TELEPHONE (760) 320-9811 ■ FAX (760) 323-7893

SHEET 1 OF 1

J.N. 1702