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Page 1 of 11
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AND WHEN RECORDED MAIL TO:
LAS ESTANCIAS DEVELOPMENT
35688 CATHEDRAL CANYON DR BLDG 3
CATHEDRAL CITY, CA 92234

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SUPPLEMENTAL AGREEMENT NO. 1 TO CONDOMINIUM SUBLEASE

APN 009-611-610-2

Title of Document

TRA: DTT:

Exemption reason declared pursuant to Government Code 27388.1

- This document is a transfer that is subject to the imposition of documentary transfer tax.
- This is a document recorded in connection with a transfer that is subject to the imposition of documentary transfer tax. Document reference: _____
- This document is a transfer of real property that is a residential dwelling to an owneroccupier.
- This is a document recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier. Document reference: _____
- _____

**THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)**

RECORDING REQUESTED BY:

AND WHEN RECORDED RETURN TO:

**LAS ESTANCIAS DEVELOPMENT CO., INC
35-688 Cathedral Canyon Dr.
Building # 3
Cathedral City, CA 92234**

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
PALM SPRINGS AGENCY
P. O. BOX 2245
Palm Springs, California 92263**

LEASE NO. PSL-269

**SUPPLEMENTAL AGREEMENT NO. 1
TO CONDOMINIUM SUBLEASE**

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO CONDOMINIUM SUBLEASE is made and entered into this 24th day of August, 2023, by and between LAS ESTANCIAS DEVELOPMENT COMPANY, INC., a California corporation, hereinafter called the "Lessor," whose address is 35-688 Cathedral Canyon Drive, Building 3, Cathedral City, California 92234 and JAMES SIBLEY, A SINGLE MAN

_____ hereinafter called the "Lessee."

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RECITALS

WHEREAS, Lessor, formerly known as Las Estancias Country Club, Inc., is the owner of a leasehold estate under that certain Business Lease No. PSL-269 entered into by and between ROBERT JUAN GILLETTE WELMAS, Allottee PS-73, GWENDOLYN SAUBEL SALGADO, Allottee PS-25, ANTHONY JOSEPH ANDREAS, JR., Allottee PS-48, ROSANNA SAUBEL MIRANDA, Allottee PS-83, FRANCES LUCILLE DIAZ EDWARDS, Allottee PS-98, DARLENE MARIE DIAZ, Allottee PS-109, JUAN SEGUNDO, JR., Allottee PS-33, as Lessor, collectively referred to as "Master Lessor," and LAS ESTANCIAS COUNTRY CLUB, INC., a California corporation, as Lessee, and approved by the Area Director, Sacramento Area Office, Bureau of Indian Affairs, Department of Interior, on May 18, 1979. Said Lease was recorded July 31, 1979, as Instrument No. 160695 of Official Records of Riverside County, California, and covers that certain real property described in EXHIBIT "A" attached hereto and incorporated herein by reference; and

WHEREAS, Supplemental Agreement No. 1 to Business Lease No. PSL-269 was approved by the Bureau of Indian Affairs on the 5th day of February, 1985, and recorded in the Official Records of Riverside County, California, on July 15, 1985, as Instrument No. 155008; and

WHEREAS, Supplemental Agreement No. 2 to Business Lease No. PSL-269 was approved by the Bureau of Indian Affairs on the 5th day of March, 1985, and recorded in the Official Records of Riverside County, California, on July 15, 1985, as Instrument No. 155009; and

WHEREAS, Supplemental Agreement No. 3 to Business Lease No. PSL-269 was approved by the Bureau of Indian Affairs on the 5th day of March, 1985, and recorded in the Official Records of Riverside County, California, on July 15, 1985, as Instrument No. 155010; and

WHEREAS, that certain Notice of Exercise of Option and Acknowledgement of Substantial Completion was executed by the Director of the Palm Springs Field Office of the Bureau of Indian Affairs on August 16, 1985, and recorded in the Official Records of Riverside County, California, on August 23, 1985, as Instrument No. 189479; and

WHEREAS, Supplemental Agreement No. 4 to Business Lease No. PSL-269 was approved by the Bureau of Indian Affairs on the 20th day of November, 1991, and recorded in the Official Records of Riverside County, California, on February 3, 1992, as Instrument No. 037839; and

WHEREAS, Supplemental Agreement No. 5 to Business Lease No. PSL-269 was approved by the Bureau of Indian Affairs on the 23rd day of December 1994, and recorded in the Official Records of Riverside County, California, on January 12, 1995, as Instrument No. 11199; and

WHEREAS, Lessor and Lessee or Lessee's predecessor in interest entered into that certain Condominium Sublease dated March 18, 1985, which Condominium Sublease was recorded on April 10, 1985, as Instrument No. 73963 in the Official Records of Riverside County, California. The Condominium Sublease covers the real property described on Exhibit "B" attached hereto and incorporated herein by this reference.

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Lessor and Lessee now desire to amend the Condominium Sublease as set forth below.

NOW, THEREFORE, in consideration of the premises set forth herein, the parties agree as follows:

1. Article 3 of the Condominium Sublease entitled "Term," is hereby amended by deleting the date "May 17, 2044," and replacing it with the date, "May 16, 2069."

2. The following language is to be added as a new paragraph (C) to Article 4 entitled "Rentals":

Lessee acknowledges that late payment by Lessee of rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to processing and accounting charges. Accordingly, if any rent is not received by Lessor by the 10th day of any month during the term of this Lease, Lessee shall immediately pay to Lessor a one-time late charge of \$50.00 for each overdue rent payment. In addition, any monetary payment due Lessor, other than late charges, not received by Lessor when due, shall bear interest from the date such payment was due until the date of payment at the rate of ten percent (10%) per annum, but shall not exceed the maximum allowed by law. Interest is payable in addition to the late charge.

3. Article 22 of the Condominium Sublease is hereby amended by adding the following language at the conclusion of the existing Article 22:

In addition, Lessor shall be entitled to attorneys fees, costs and expenses incurred in the preparation and service of notices of default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such default or resulting breach. Lessor has the right to impose a minimum fee of \$200 per occurrence for such services and consultation, or the actual attorneys fees, costs and expenses incurred by Lessor, whichever is greater.

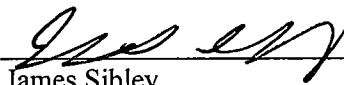
4. Other than as set forth above, all terms and conditions of the Condominium Sublease remain in full force and effect.

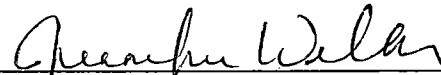
IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

LESSOR:

LESSEE:

LAS ESTANCIAS DEVELOPMENT COMPANY, INC., a California corporation


James Sibley

BY: 
Jennifer Welker

ITS: Secretary

BY: 
Aramita Sandoval

ITS: Authorized Signer

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ALL SIGNATURES MUST BE NOTARIZED

ACKNOWLEDGMENT

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

STATE OF California

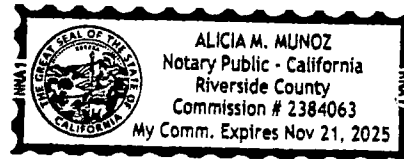
COUNTY OF Riverside

On August 24, 2023, before me, Alicia M. Munoz, a Notary Public, personally appeared James Sibley who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the persons(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC



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ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF ORANGE

On September 6, 2023, before me, Jessica Caro, a Notary Public, personally appeared Jennifer Welker who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the persons(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Jessica Caro
NOTARY PUBLIC



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ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

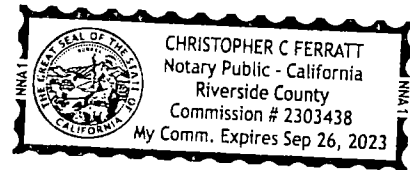
COUNTY OF RIVERSIDE

On September 7, 2023, before me, Christopher C Ferratt, a Notary Public, personally appeared Aramita Sandoval who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the persons(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Christopher C Ferratt
NOTARY PUBLIC



My Commission expires September 26, 2023

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EXHIBIT "A"

LEGAL DESCRIPTION OF MASTER LEASEHOLD PROPERTY

1. GWENDOLYN SAUBEL SALGADO

The northwest quarter of the northwest quarter of Section 8, Township 4 South, Range 5 East, San Bernardino Meridian, Riverside County, California, containing 40 acres more or less.

2. ANTHONY JOSEPH ANDREAS, JR.

The northwest quarter of the southeast quarter of Section 8, Township 4 South, Range 5 East, San Bernardino Meridian, Riverside County, California, containing 40 acres, more or less.

3. ROBERT JUAN GILLETTE

The northeast quarter of the northwest quarter of Section 8, Township 4 South, Range 5 East, San Bernardino Meridian, Riverside County, California, containing 40 acres, more or less.

4. ROSANNA SAUBEL MIRANDA

The southwest quarter of the northeast quarter of Section 8, Township 4 South, Range 5 East, San Bernardino Meridian, Riverside County, California, containing 40 acres, more or less.

5. DATE PALM INTERIORS, INC., a California corporation

The southeast quarter of the southeast quarter of Section 8, Township 4 South, Range 5 East, San Bernardino Meridian, Riverside County, California, containing 40 acres, more or less.

That portion of the northeast quarter of the southwest quarter of Section 8, Township 4 South, Range 5 East, San Bernardino Meridian, Riverside County, California, described as follows:

Beginning at a point on the north line of the northeast quarter of the southwest quarter bearing north 89° 50' 18" east 404.87 feet from the northwest corner of said northeast quarter said point being on the proposed northeasterly right of way line of the Whitewater River Channel Works; thence continuing north 89° 50' 18" east along said north line 914.58 feet to the northeast corner of the northeast quarter of the southwest quarter; thence south 00° 49' 12" east along the east line of said northeast quarter 1321.03 feet to the southeast corner of said northeast quarter; thence south 89° 41' 38" west along the south line of said northeast quarter 211.73 feet to a point on said

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proposed right of way line, thereat a curve, non-tangent to said south line, concave southwesterly with a radius of 43,000 feet and a radial bearing north $62^{\circ} 19' 01''$ east; thence northwesterly along said curve and said right of way line through a central angle of $02^{\circ} 00' 15''$ an arc length of 1504.11 feet to the point of beginning, containing 16.81 acres, more or less.

6. DARLENE MARIE DIAZ

The north half of the northeast quarter, the southeast quarter of the northeast quarter, and the northeast quarter of the southeast quarter of Section 8, Township 4 South, Range 5 East, San Bernardino Meridian, Riverside County, California, containing 160 acres, more or less.

7. JUAN SEGUNDO, JR.

A portion of the southeast quarter of the southwest quarter of Section 8, Township 4 South, Range 5 East, San Bernardino Meridian, Riverside County, California, containing a parcel of land lying northeasterly of a line having a radius of 43,000 feet, a central angle of $00^{\circ} 37' 52''$ and a length of 473.64 feet. Said line intersects the northerly line of said southeast quarter, 211.73 feet from the northeast corner and has a radial bearing of South $62^{\circ} 19' 01''$ West.

The above described parcel contains approximately 1.0 acres of land.

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EXHIBIT "B"
DESCRIPTION

PARCEL 1:

A Subleasehold Condominium composed of:

(A) An undivided 1/28 interest in and to Lots 5 and F of Tract No. 17795-1, and the improvements thereon, in the City of Cathedral City, County of Riverside, State of California, as per map recorded in Book 139, Pages 58 through 63 inclusive of Maps, in the Office of the County Recorder of said County;

EXCEPT Units 79 through 106 inclusive, as shown on the Condominium Plan, recorded on June 29, 1984 as Instrument No. 141939 of Official Records, in the Office of the County Recorder of Riverside County, California;

Reserving unto the lessor, its heirs, successors and assigns, a non-exclusive easement for ingress, egress, use and enjoyment, subject to the provisions of the Master Declaration of Covenants, Conditions & Restrictions for the Desert Princess Homeowners Association, recorded on June 19, 1984 as Instrument No. 131240, and re-recorded June 29, 1984 as Instrument No. 140538 of Official Records, in the Office of the County Recorder of Riverside County, California ("said Declaration"), over the Common Area of Lots 5 and F of said tract as defined in said Declaration (except for those portions of such Common Area occupied by residential buildings), together with the right to convey same to others.

(B) Unit 102 as shown on the Condominium Plan, recorded June 29, 1984 as Instrument No. 141937 of Official Records.

PARCEL 2:

A non-exclusive easement for ingress, egress, use and enjoyment, subject to the provisions of said Declaration over the Common Area of Lots 5 and F of Tract No. 17795-1, in the City of Cathedral City, County of Riverside, State of California, as per map recorded in Book 139, Pages 58 through 63 of Maps, in the Office of the County Recorder of said County, as defined in said Declaration (except for those portions of such Common Area occupied by residential buildings).

This conveyance is specially made subject to:

A. Each of the covenants, conditions, restrictions and easements and other matters set forth in the Declaration of Covenants, Conditions and Restrictions for Desert Princess Country Club Resort, recorded on June 19, 1984 as Instrument No. 131239, Official Records of Riverside County, California, as amended.

B. Each of the covenants, conditions, restrictions, easements and other matters set forth in the Declaration, as defined in Article 1.(d) of this Condominium Sublease, as amended.

C. Each of the terms and provisions of the Master Lease, as defined in Article 1.(c) of this Condominium Sublease, as amended.

D. Each of the terms and provisions of the Business Sublease, recorded March 16, 1984 as Instrument No. 53601, Official Records of Riverside County, California, as amended.

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**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
PALM SPRINGS AGENCY**

**APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 1
TO CONDOMINIUM SUBLEASE**

Under Master Ground Lease

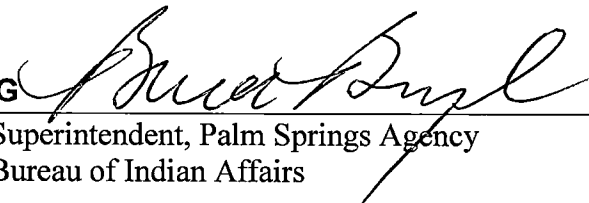
PSL-269

Tract No. 17795-1

Unit No. 102

The within SUPPLEMENTAL AGREEMENT NO. 1 TO CONDOMINIUM SUBLEASE between **LAS ESTANCIAS DEVELOPMENT COMPANY, INC., A CALIFORNIA CORPORATION**, Lessor, and **JAMES SIBLEY, A SINGLE MAN**, Lessee, consisting of **nine (9)** pages, including Exhibits "A" and "B" is hereby approved.

Date: SEP 14 2023

ACTING 
Superintendent, Palm Springs Agency
Bureau of Indian Affairs

Pursuant to the authority delegated by 209 DM 8, 230 DM 1, and 3 IAM 4 and Sacramento Redelegation Order No. 1 (43 F. R. 30131, dated July 13, 1978).

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