City Hall Council Chamber
1515 Sixth Street, Coachella, California
(760) 398-3502 ◆ www.coachella.org

AGENDA

CITY COUNCIL REGULAR MEETING
OF THE CITY OF COACHELLA
THE COUNCIL SITTING AS THE COACHELLA SANITARY DISTRICT,
COACHELLA FIRE PROTECTION DISTRICT, COACHELLA FINANCING AUTHORITY,
COACHELLA EDUCATIONAL AND GOVERNMENTAL ACCESS CABLE CHANNEL CORPORATION,
COACHELLA WATER AUTHORITY, SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY
AND COACHELLA PARKS AND RECREATION FOUNDATION

March 12, 2025

6:00 PM – REGULAR MEETING

In-Person Meeting Location: Coachella City Hall Council Chamber 1515 Sixth Street Coachella, CA	**If you would like to attend the meeting via Zoom, here is the link:** **https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09** Or One tap mobile : 16699006833,,88457271898#,,,,*606140# Or Telephone: US: +1 669 900 6833 **Webinar ID: 884 5727 1898** **Passcode: 606140** **Spanish:** El idioma español está disponible en Zoom seleccionado la opción en la parte de abajo de la pantalla

- Public comments may be received by 3:00 P.M. **either in person, via email, telephonically, or via Zoom** with a limit of **250 words, or three minutes:**
  - **In Real Time:**

    If participating in real time via Zoom or phone, during the Public Comment Period, use the **"raise hand"** function on your computer, or when using a phone, participants can raise their hand by pressing *9 on the keypad.
  - **In Writing:**

    Written comments may be submitted to the City Council electronically via email to **cityclerk@coachella.org**. Transmittal **prior to the start** of the meeting is required. All written comments received will be forwarded to the City Council and entered into the record.
  - If you wish, you may leave a message at (760) 262-6240 before 4:30 p.m. on the day of the meeting.
- The **live stream** of the meeting may be **viewed online** by accessing the city's website at **www.coachella.org**, and clicking on the "**Watch Council Meetings**" tab located on the home page, and then clicking on the "live" button.

CALL TO ORDER: - 6:00 P.M.

ROLL CALL:

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

"At this time the Council/ Board/Corporation/Authority may announce any items being pulled from the Agenda or continued to another date or request the moving of an item on the agenda"

PROCLAMATIONS/PRESENTATIONS/DIRECTION:

1. Proclamation Recognizing Diana Ramirez, Jason Hernandez and Ruben Gonzalez for their Service on the Planning Commission

2. Mid-Year 2024/2025 Budget Update

WRITTEN COMMUNICATIONS:

CONSENT CALENDAR:

(It is recommended that Consent Items be acted upon simultaneously unless separate discussion and/or action is requested by a Council Member.)

3. Regular Meeting Minutes of February 26, 2025, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation

4. Voucher Listing- EFT's/Utility Billing Refunds/FY 2024-25 Expenditures as of March 12, 2025, $4,314,891.89

5. Authorize the City Manager and City Engineer to Execute the Purchase and Sale Agreement and Certificate of Compliance for the Acquisition of Real Property (APN 778-170-005) for the Bridge Over Whitewater Channel at Avenue 50, City Project ST-69

6. Authorize the City Manager and City Engineer to Execute the Purchase and Sale Agreement and Certificate of Compliance for the Acquisition of Real Property (APN 778-170-009) for the Bridge Over Whitewater Channel at Avenue 50, City Project ST-69

7. Authorize the City Manager and City Engineer to Execute the Purchase and Sale Agreement and Certificate of Compliance for the Acquisition of Real Property (APN 778-180-004, 778-170-011, 778-170-012) for the Bridge Over Whitewater Channel at Avenue 50, City Project ST-69

8. Authorize Staff to Receive Invoices from Habitat for Humanity of the Coachella Valley, Inc. for the Removal and Reconstruction of 380 Linear Feet of Exterior Garden Wall Along Sunset Blvd in an Amount not to Exceed $74, 058.43 Including 20% Contingency;

Authorize Appropriations from Street DIF (Fund 127) in an Amount of $74,058.43 for the Reimbursements to Habitat of Humanity, City Project ST-128

9. Authorize the Operation of a Beer Garden on Saturday, March 22, 2025 from 5pm-9pm at Veterans Memorial Park for the 2025 Coachella Mariachi Festival

10. Approve Vehicle Leases for FY 2024/25 with Enterprise Fleet Management Inc.

    Authorize the City Manager to Approve the Lease Rate Quotes from Enterprise Fleet Management, Inc. for the Following units: (1) 2025 Ford Lightning Flash EV truck 8500, (1) 2025 Ford Transit Van, (2) 2025 Ford F150 XL 4x4 SuperCab and (2) 2025 Ford F250 XL 4x4 SuperCab

11. Award Amendment No. 2 to Vintage Associates, Inc for Landscape Maintenance Services for Grapefruit Blvd Medians and Parkway Project No. 121421; Increasing Term of Agreement by One-Year and Compensation by $71,780.70

12. Adopt Resolution No. 2025-12 Authorizing the Mayor, or their Designee(s), to Submit an Application to the California Department of Housing and Community Development for Funding Under the Home Investment Partnerships Program; and if Selected, the Execution of a Standard Agreement, Any Amendments Thereto, and of Any Related Documents Necessary to Participate in the Home Investment Partnerships Program

13. Authorize a Community-Based Grant to the Shay's Warriors Life After Cancer in the Amount of $1,000 to Support its CONNECTION Series Program

14. Adopt Ordinance No. 1222 Amending Chapter 5.80 ("Regulation of Short-Term Vacation Rentals") of Title 5 ("Business Licenses and Regulations") of the Coachella Municipal Code to Amend and Update the City's Regulations of Short-Term Vacation Rentals (Second Reading)

15. Investment Report – January 31, 2025

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

16. Adopt Resolution No. 2025-11 Setting the Amount of Short-Term Vacation Rental Permit Application Fees, Pursuant to Coachella Municipal Code Chapter 5.80

17. Consider and Provide Direction on Updates to Written Public Comment Procedures

18. Provide Direction and Approve One Appointment to the City's Culture and Arts Commission

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

NONE

PUBLIC COMMENTS (NON-AGENDA ITEMS):

The public may address the City Council/Board/Corporation/ Authority on any item of interest to the public that is not on the agenda but is in the subject matter jurisdiction thereof. Please limit your comments to three (3) minutes.

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

Complete Agenda Packets are available for public inspection at the City Clerk's Office at 53-462 Enterprise Way, Coachella, California, and on the City's website www.coachella.org.

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES

CITY OF COACHELLA
CALIFORNIA

Proclamation

WHEREAS, Diana Ramirez, is a first-generation daughter of immigrant parents from Sonora and Jalisco, Mexico and was raised in the City of Coachella; and

WHEREAS, Diana, is the founder and CEO of OneReliant Insurance Agency, providing quality life and healthcare insurance services to individuals, families, and businesses with care and integrity; and

WHEREAS, Diana's passion for helping others and vision for a stronger Coachella has driven her to become actively involved in a wide range of community efforts, constantly dedicating her time, expertise, and energy to initiatives that improve the quality of life for residents; and

WHEREAS, throughout Diana's tenure on the Planning Commission, she has provided valuable input in Coachella's future projects; such as, the Coachella Rail Station Feasibility Study and the Coachella Library Annex buildout among other projects and encourages the City to continue to be proactive in its growth; and

WHEREAS, Diana recognizes the amazing impact a resident can have on the Planning Commission by dedicating her time to fostering sustainable growth and development that enhances the City's character and infrastructure; and

NOW THEREFORE, I, Steven A. Hernandez, Mayor and Council of the City of Coachella, by the power vested in me, do hereby recognize

Diana Ramirez

and urge all citizens of the City of Coachella in joining me to commemorate their commitment to serving the community

IN WITNESS HEREOF, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 12th day of March 2025.

Steven A. Hernandez, Mayor
City of Coachella, California

CITY OF COACHELLA
CALIFORNIA

Proclamation

WHEREAS, Jason Hernandez, a lifelong resident of the City of Coachella graduated from Coachella Valley High School; and

WHEREAS, Jason, has worked for White's Steel, Imperial Irrigation District, City of Palo Alto, and the private sector primarily focused on his expertise in energy; and

WHEREAS, Jason is active with the Apostolic Church and is married to Beatrice Barajas and enjoys spending time with family; and

WHEREAS, throughout Jason's tenure on the Planning Commission as a Commissioner and Chair made decisions in the best interest of our community. He helped establish robust Landscape Maintenance Agreements for future City development and witnessed the remarkable journey of the Covalda Apartments, Pyramid Ranch, and the Fountainhead Commercial Center; and

WHEREAS, Jason has demonstrated commitment to ensuring the highest quality of new residential, commercial, and industrial development and first class quality of life for Coachella residents; and

NOW THEREFORE, I, Steven A. Hernandez, Mayor and Council of the City of Coachella, by the power vested in me, do hereby recognize

Jason Hernandez

and urge all citizens of the City of Coachella in joining me to commemorate their commitment to serving the community

IN WITNESS HEREOF, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 12th day of March 2025.

Steven A. Hernandez, Mayor
City of Coachella, California

CITY OF COACHELLA
CALIFORNIA

Proclamation

WHEREAS, Ruben Gonzalez, a lifelong resident of the City of Coachella and started his public service at a young age participating in boycott organizing efforts with Cesar E. Chavez and the farmworker movement; and

WHEREAS, Ruben, through public service work found his passion for planning and development, and collaborating to balance the need of residents, businesses and new development; and

WHEREAS, Ruben enjoys dedicating his time to promoting cultural arts, youth development and gang prevention work in Coachella; and

WHEREAS, throughout Ruben's eight-year tenure on the Planning Commission, each decision he made was in the best interest of our community. He personally witnessed the remarkable journey of the Covalda Apartments, Pyramid Ranch, Fountainhead commercial center among other projects and encourages the City to continue to be proactive in its growth; and

WHEREAS, Ruben recognized the amazing impact a resident can have on the Planning Commission and the ability to improve the building environment and quality of life for Coachella residents; and

NOW THEREFORE, I, Steven A. Hernandez, Mayor and Council of the City of Coachella, by the power vested in me, do hereby recognize

Ruben Gonzalez

and urge all citizens of the City of Coachella in joining me to commemorate their commitment to serving the community

IN WITNESS HEREOF, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 12th day of March 2025.

Steven A. Hernandez, Mayor
City of Coachella, California

CITY OF COACHELLA

Mid-Year 2024/2025 Budget Update

March 12, 2025
City Council Meeting



US Economy

- What to expect in 2025
  - **Federal Funds Rate**
    - As of January 2025, the federal funds rate was in the range of 4.25%-4.5%.
  - **Economic Activity:** Real Gross Domestic Product increased at a rate of 2.3% in the 4th qtr. 2024.
  - U.S. inflation decelerated to 2.9% in January 2025 compared to 3.1% in January 2024
  - **Employment:** The U.S. unemployment rate remained at historic lows in February 2025 at 4.0%. However, it is higher than March 2024 at 3.8%





US Economy

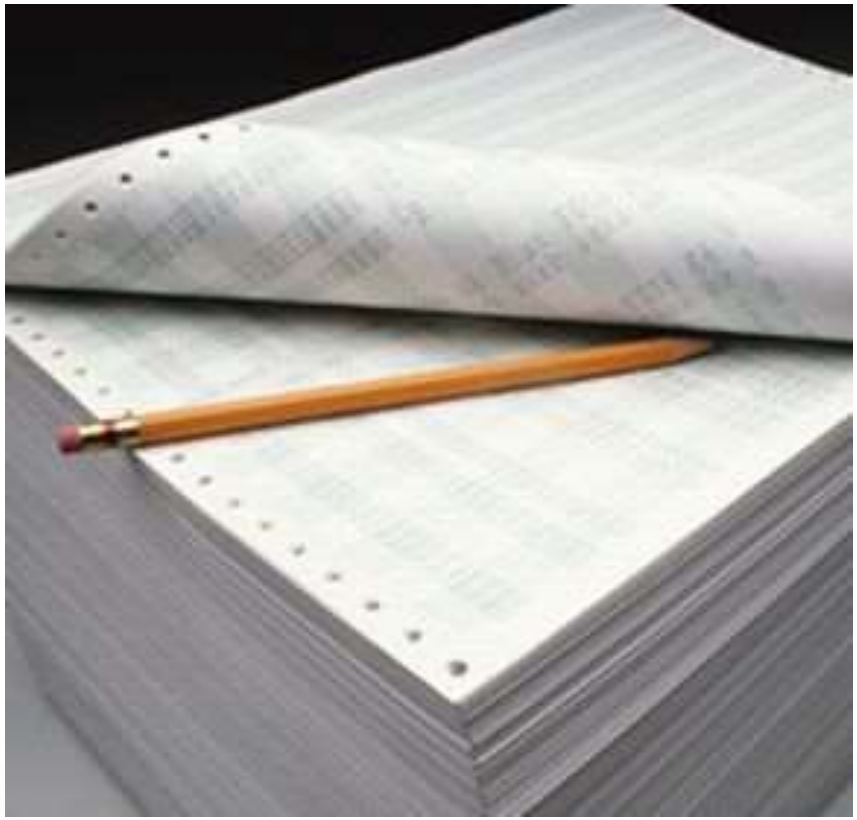
- What to expect in 2025 (cont.)
  - **Housing**
    - In January 2025, the housing market in the Coachella Valley was characterized by rising prices, increased inventory and a 6.1 month supply of homes.
    - Home sales Decreased in January 2025 by 4.9% compared to December 2024, but they decreased by 1.2% in the last 12 months.
    - Housing prices in the Coachella Valley experienced a price increase of 2.3% (February 2024 to February 2025)
    - Expectations for 2025.
      - Existing Home sales increase by 13.5% (Source NAR)
      - New Home sales increase by 19% (Source: NAR)



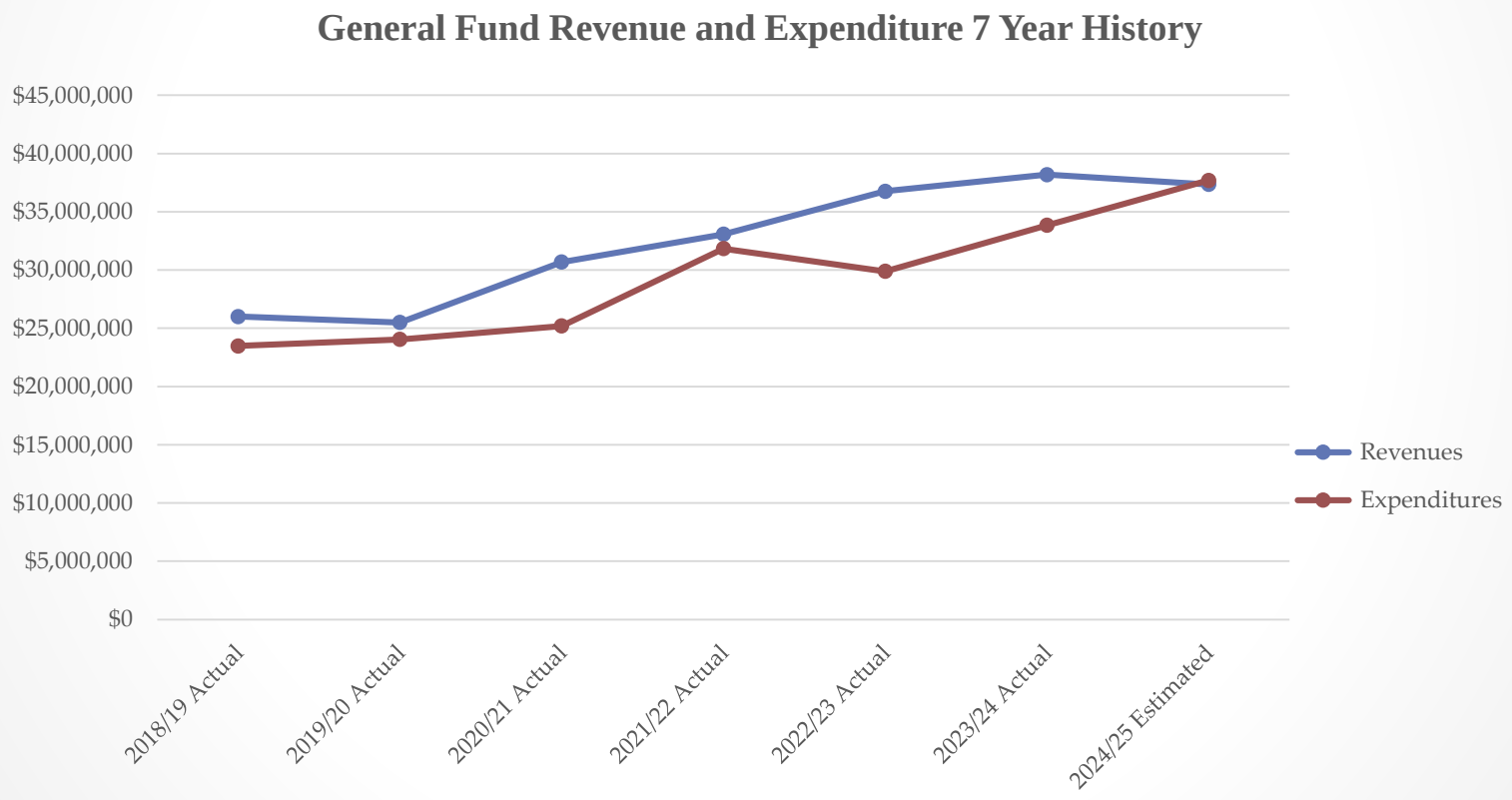
California Economy

- What to expect in 2025(cont.)
  - **Personal Income:** U.S. personal income decreased by .6% in the 4th qtr. of 2024. Personal consumption and expenditures increased by .5%
  - U.S. personal savings increased by .1% over the same quarter a year ago.
  - As of February 2025, California's overall economy is positioned to grow approx. 2.7% from 2024.
  - Unemployment as of February 2025: 5.5% (5.3% in 2024)
  - **Coachella** unemployment was 10.7% in February 2025 compared to 9.4% in February 2024

$$$$ The Numbers $$$$$



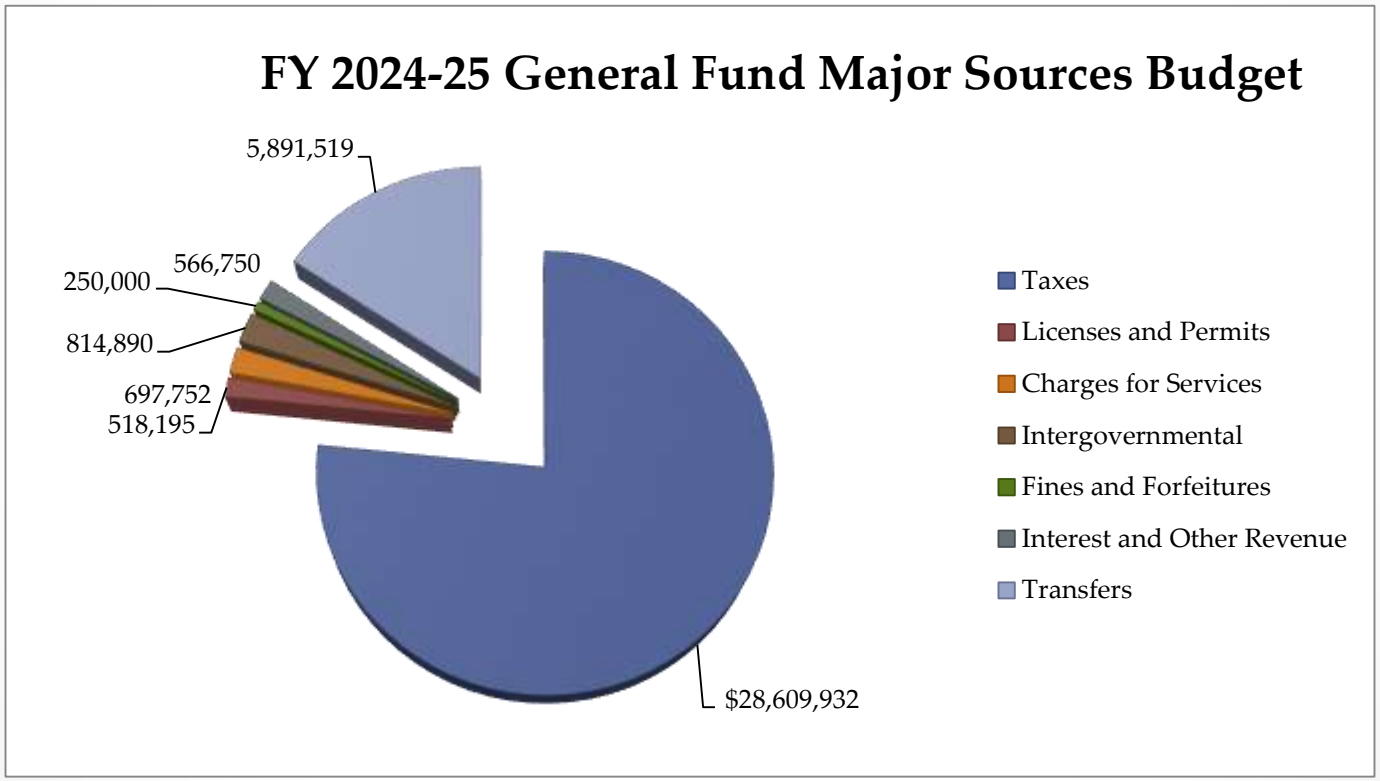
Coachella FY 24-25 Mid-Year Budget Update



CITY OF COACHELLA

Mid-Year 2024/2025 General Fund Revenues

Coachella FY 24/25 Mid-Y Budget Update



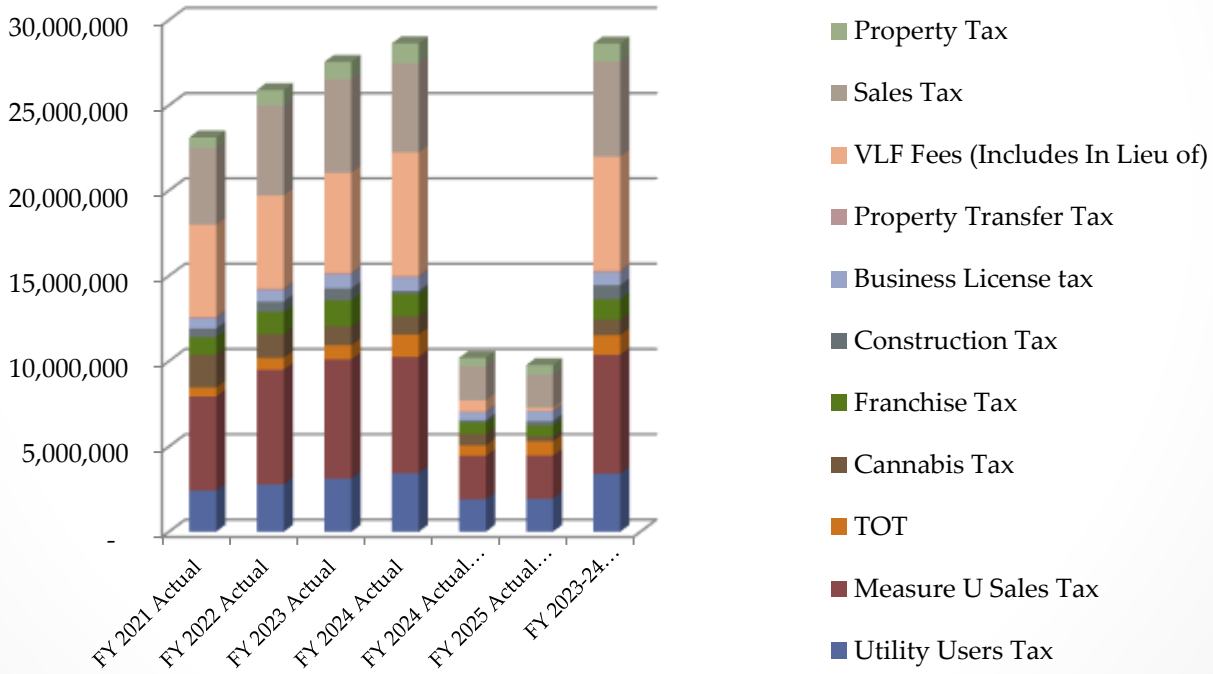
Coachella FY 24/25 Mid-Y
Budget Update

General Fund Projected Revenue 2024 – 2025
Mid-Year Budget

	FY 2022-23 Actual	FY 2023-24 Actual	FY 2023-24 Actual January 31st	FY 2024-25 Actual January 31st	FY 2024-25 Approved Budget
Taxes	$ 27,540,901	$ 28,623,833	$ 10,192,988	$ 9,767,627	$ 28,609,932
Licenses and Permits	910,130	508,714	331,760	498,738	518,195
Charges for Services	978,465	767,553	395,768	329,375	697,752
Intergovernmental	1,473,217	1,095,594	275,394	172,172	814,890
Fines and Forfeitures	350,103	294,906	152,992	171,010	250,000
Interest and Other Revenue	813,992	1,820,293	276,991	688,363	566,750
Transfers	4,332,090	5,071,453	1,595,606	1,599,810	5,891,519
Total	**$ 36,398,897**	**$ 38,182,346**	**$ 13,221,499**	**$ 13,227,096**	**$ 37,349,038**

Coachella FY 24/25 Mid-Y Budget Update

7 Year General Fund Tax Revenue History



CITY OF COACHELLA

Mid-Year 2024/2025 General Fund Expenditures

Coachella FY 24/25 Mid-Year Budget Update

General Fund Expenditures by Department

Department Name	FY 2022-23 Actual	FY 2023-24 Actual	Actual Expenses as of January 31, 2024	Actual Expenses as of January 31, 2025	FY 2024-25 Approved Budget
City Council	$ 187,292	$ 206,905	$ 113,444	$ 151,021	$ 267,195
City Clerk	186,571	176,177	68,924	138,587	167,548
Admin - City Attorney	987,642	874,282	373,111	325,233	810,600
Admin - City Manager	422,186	319,412	188,462	180,081	305,999
Admin - Public Information Officer	-	132,365	292	207,407	363,761
Admin - Human Resources	217,420	401,159	209,441	313,383	399,094
Admin - General Government	3,461,586	6,216,040	2,757,530	2,586,148	4,411,341
Economic Development Department	201,764	366,622	203,169	221,237	375,215
Economic Development - Grant Administration	141,619	72,893	40,589	52,220	100,613
Finance Department	943,290	742,614	423,480	452,797	1,405,070
Information Technology	932,130	1,107,342	488,108	926,781	1,040,051
Development Services - Administration	54	292,266	-	185,272	338,254
Development Services - Planning	905,524	557,280	508,202	296,787	1,121,026
Development Services - Building	383,620	649,219	280,983	303,260	625,866
Development Services - Code Enforcement	414,849	595,399	348,839	399,633	1,060,173
Development Services - AVA	323,735	361,295	214,220	126,821	264,265
Development Services - Graffiti	85,648	103,767	58,574	65,552	183,544
Development Services - Cannabis Compliance	30,277	103,576	59,129	60,416	186,956
Engineering Department	656,415	869,786	445,210	511,264	1,138,400
Engineering - Storm Drain	14,970	52,942	3,900	-	50,000
Public Works - Administration	344,615	360,579	149,272	279,983	458,150
Public Works - Streets Maintenance	1,834,758	1,391,567	1,077,921	1,275,352	2,044,029
Public Works - Parks Maintenance	2,032,834	2,562,915	1,465,987	1,135,098	2,437,824
Public Works - Building Maintenance	1,194,523	1,227,502	626,090	685,107	1,197,890
Public Works - Fleet Maintenance	642,633	701,115	346,363	469,594	813,745
Public Works - Recreation Programs	314,459	215,669	150,544	170,316	225,507
Public Works - Seniors Program	413,968	533,767	297,710	256,972	450,787
Public Safety - Police Services	10,409,530	10,660,268	3,775,104	3,959,147	11,268,079
Public Safety - Animal Control	474,040	453,106	234,742	283,177	514,500
Public Safety - Emergency Serivices	(14,5	4,165	24,165	41,812	80,000
Public Safety - Fire Services	1,751,0	0,526	1,270,024	1,621,464	3,242,928
Total	**$ 29,894,382**	**$ 33,842,522**	**$ 16,203,529**	**$ 17,681,925**	**$ 37,348,410**

Coachella FY 24/25 Mid-Y
Budget Update

General Fund Expenditures by Category

	FY 2022-23 Actual	FY 2023-24 Actual	FY 2023-24 Final Budget	FY 2023-24 Actual January 31th	FY 2024-25 Actual January 31th	FY 2024-25 Adopted Budget
Salaries and benefits	$ 6,768,316	$ 7,218,647	$ 8,304,070	$ 4,377,398	$ 5,055,293	$ 9,919,729
Donations/Contributions/Events	787,226	838,572	997,000	458,114	802,608	579,000
Administrative expenses	10,678	10,058	17,500	9,763	13,591	15,500
Legal services	1,021,453	1,030,051	772,000	426,684	346,460	810,600
Other professional fees	3,356,508	3,731,917	4,066,424	2,084,825	1,975,382	4,039,839
Public safety	12,154,941	12,120,133	13,361,489	5,039,714	5,591,230	14,513,007
Repairs and maintenance	409,887	339,159	425,050	160,610	145,882	356,158
Equipment rental	307,015	376,001	447,000	226,771	323,344	464,108
Insurance expense	925,357	973,403	1,091,700	712,075	959,489	1,743,130
Communication expense	206,179	187,714	259,295	96,199	117,372	173,465
Advertising expense	135,665	215,244	100,150	115,811	219,031	179,200
Meetings, conferences and travel	139,278	211,735	176,506	115,604	75,189	196,802
Supplies	782,907	800,352	730,700	424,506	441,206	729,600
Minor equipment	108,536	124,607	90,218	85,102	81,310	146,050
Computer software	227,673	229,285	245,099	173,148	397,179	413,148
Energy charges	899,949	1,049,364	852,000	539,545	504,523	909,500
Books and periodicals	3,684	408	6,035	14	5,203	7,300
Dues and subscriptions	136,541	177,833	247,831	97,207	206,314	97,921
Machinery and equipment	250,031	1,692,061	274,879	909,639	95,264	15,000
Miscellaneous expenses	229,204	249,719	331,550	150,799	326,054	362,250
Transfers - allocations	12,094	1,103,126	3,129,294	-	-	110,000
Transfers - Debt Service	1,021,261	1,163,	1,764,148	-	-	1,567,103
TOTAL	**$ 29,894,382**	**$ 33,842,522**	**$ 37,689,938**	**$ 16,203,529**	**$ 17,681,925**	**$ 37,348,410**

Coachella FY 24/25 Mid-Y Budget Update

General Fund – Fund Balance

General Fund - Fund Balance

	7/1/2024 Fund Balance	Fiscal Year 2024-25 Changes	Projected 6/30/2025 Fund Balance
Fund Balance:			
Nonexpendable	$ 10,658,680	$ -	$ 10,658,680
Committed	8,424,192	912,910	9,337,102
Assigned	11,769,131	4,951,728	16,720,859
Unassinged	13,497,680	(5,864,638)	7,633,042
Total Fund Balance	**$ 44,349,683**	**$ -**	**$ 44,349,683**

Coachella FY 24/25 Mid-Y Budget Update

Approved budget Adjustments FY 2024-25

DATE	DESCRIPTION	Unassigned 17,762,967.00
11/1/2023	Public Spay/Neuter Clinic Events	($16,000.00)
7/26/2023	Transit Hub Project-shortfall	($497,556.00)
9/13/2023	Avenue 53 Tot Lot	($9,900.00)
9/13/2023	improvements at Rancho Las Flores Park	($150,000.00)
10/11/2023	KOA Corporation-Professional Services Agreement	($40,000.00)
10/11/2023	Bagdouma Park Court Improvements	($56,536.39)
1/24/2024	Amend Budget for City Manager's Contract	($32,761.00)
10/25/2023	Sponsorship of Raices Cultura	($15,000.00)
11/8/2023	Yunex LLC for Project No. 093021	($60,000.00)
11/8/2023	drain system maintenance services	($50,000.00)
11/8/2023	Professional Services Agreement-Urban Futures, Inc	($100,000.00)
1/24/2024	Avenue 48 Arts and Music Line Project	($29,881.00)
1/24/2024	USA Shade-Shade replacement for parks	($158,757.40)
1/24/2024	West Coast Arborists - Hidden Harvest	($57,000.00)
2/14/2024	Professional Service Agreement with MIG	($84,093.00)
2/14/2024	Cesar Chavez Day	($10,000.00)
2/14/2024	Coachella Women's Summit	($25,000.00)
2/14/2024	11th Annual Women Rising event	($5,000.00)
2/28/2024	Blue Zones Project	($200,000.00)
3/27/2024	corporate yard video camera server	($30,344.60)
3/27/2024	Network Server Upgrade	($32,458.61)
2/28/2024	Façade Improvement Grant Program - FY 24-25	($1,000,000.00)
2/28/2024	Software as a Service Agreement-Munis	($633,110.00)
2/28/2024	Dillon Road	(1,658,329.99)
	Total	**($4,951,727.99)**

CITY OF COACHELLA

Mid-Year 2024/2025 Component Units

Coachella FY 24/25 Mid-Y
Budget Update

Water Authority Projected Revenue
2024 – 2025
Mid-Year Budget

Revenues	FY 2022-23 Actual	FY 2023-24 Actual	Actual Revenues as of Jan 31, 2024	Actual Revenues as of Jan 31, 2025	FY 2024-25 Approved Budget
Utility Service	$ 6,238,825	$ 6,595,290	$ 3,942,872	$ 4,220,325	$ 6,900,000
Connection Fees	$ 939,437	$ 370,493	$ 340,311	$ 931,850	$ 985,375
Interest Income	$ (143,757)	$ 783,423	$ 99,510	$ 126,220	$ 25,000
Ground Water Replenishment	$ 439,173	$ 513,184	$ 310,124	$ 339,267	$ 550,000
Other Charges	$ 51,030	$ 79,994	$ 48,773	$ 42,239	$ 55,000
Other Revenue	$ 103,892	$ 34,448	$ 14,174	$ 11,715	$ 723,028
Grants	$ 210,465	$ 833,025	$ 213,722	$ 103,939	$ 3,282,000
Total	**$ 7,839,065**	**$ 9,209,856**	**$ 4,969,485**	**$ 5,775,554**	**$ 12,520,403**

Coachella FY 24/25 Mid-Y Budget Update

Water Authority Expenditures by Category

	FY 2022-23 Actual	FY 2023-24 Actual	Actual Expenses as of January 31, 2024	Actual Expenses as of January 31, 2025	FY 2024-25 Adopted Budget
Salaries and Benefits	$ 2,088,118	$ 2,456,904	$ 1,427,315	$ 1,404,563	$ 2,799,036
Administrative Expenses	55,463	33,667	979	456	33,000
Other Professional Fees	553,763	538,936	236,559	390,598	690,020
Repairs and Maintenance	641,750	498,459	149,538	349,205	327,000
Communication Expense	38,108	38,789	4,926	7,974	42,000
Meetings, Conferences and Travel	1,813	9,569	9,408	-	10,000
Supplies	242,340	298,517	148,237	192,466	315,000
Energy Charges	1,070,673	1,257,383	590,520	637,681	1,200,000
Dues and Subscriptions	57,481	26,319	20,564	14,639	55,000
Minor Equipment	14,237	565	565	1,273	5,000
Computer Software	4,992	4,992	4,992	-	10,000
Debt Service - Interest	553,388	482,454	871,930	-	1,185,960
Lease expense	316,171	316,171	-	-	316,171
TOTAL	**$ 5,638,647**	**$ 5,963,818**	**$ 3,466,627**	**$ 2,998,854**	**$ 6,990,187**
Transfers and Allocations	3,023,843	1,775,422	693,811	533,288	1,929,328
Depreciation and Amortization	1,100,890	1,164,488	-	-	1,200,000
Capital Expenses	43,609	58,428	134,257	1,939,555	4,855,028
TOTAL	**$ 4,168,342**	**$**	**$ 828,068**	**$ 2,472,843**	**$ 7,984,356**
TOTAL	**$ 9,806,990**	**$ 8,962,156**	**$ 4,294,695**	**$ 5,471,698**	**$ 14,974,543**

Coachella FY 24/25 Mid-Y Budget Update

Proprietary Funds Projected Fund Balance

Coachella Water Authority

Fund Balance on July 01, 2024		
Restricted	$ 11,947,449	(1)
Unrestricted	1,364,573	(1)
Total Fund Balance on July 01, 2024	**13,312,022**	
Plus: Current Fiscal Year Estimated Revenues	12,520,403	(2)
Less: Current Fiscal Year Budgeted Expenditures	9,056,014	(3)
Projected Fund Balance on June 30, 2025		
Restricted	11,947,449	(1)
Unrestricted	4,828,962	(1)
Total Projected Fund Balance on June 30, 2025	**$ 16,776,411**	
Increase (Decrease)	**$ 3,464,389**	

(1) *Does not include Capital Assets, Accumulated Depreciation or Related Debt*

(2) *Includes Connection Fees Fund 177*

(3) *Does not include Debt Service - Principal o & interfund transfers.*

Coachella FY 24/25 Mid-Y
Budget Update

Sanitary District Projected Revenue
2024 – 2025 Mid-Year Budget

Revenues	FY 2022-23 Actual	FY 2023-24 Actual	Actual Revenues as of Jan 31, 2024	Actual Revenues as of Jan 31, 2025	FY 2024-25 Approved Budget
Property Taxes	$ 197,251	$ 232,753	$ 80,612	$ 92,405	$ 184,000
Service Charges	7,004,069	7,612,716	4,100,079	4,500,788	7,100,000
Connection Fees	1,203,153	401,676	377,412	622,156	1,125,454
Interest Income	(62,880)	342,780	33,880	70,646	45,000
Other Revenue	1,240	3,247	-	67	-
Total	**$ 8,342,834**	**$ 8,593,172**	**$ 4,591,983**	**$ 5,286,061**	**$ 8,454,454**

Coachella FY 24/25 Mid-Y Budget Update

Sanitary District Expenditures by Category

	FY 2022-23 Actual	FY 2023-24 Actual	Actual Expenses as of January 31, 2024	Actual Expenses as of January 31, 2025	FY 2024-25 Adopted Budget
Salaries and benefits	$ 4,674,019	$ 3,252,055	$ 1,423,813	$ 1,408,611	$ 2,903,439
Administrative expenses	125,420	95,235	90,904	97,448	95,000
Other professional fees	472,114	530,934	267,993	314,861	701,996
Repairs and maintenance	107,543	126,787	78,904	49,783	192,000
Rental of equipment and vehicles	17,110	38,706	23,355	23,769	60,000
Communication expense	11,392	8,881	4,876	8,007	10,000
Meetings, conferences and travel	1,431	8,196	8,087	2,569	10,000
Supplies	196,752	218,410	117,328	121,314	218,000
Energy charges	735,654	925,214	463,773	409,647	820,000
Dues and subscriptions	33,259	20,942	19,017	12,534	28,500
Machinery and equipment	-	-	13,600	-	40,000
Minor equipment & furniture	12,702	565	565	1,264	10,000
Computer Software	4,992	4,992	4,992	1,000	5,000
Miscellaneous expenses	12,841	6,133	-	-	-
Transfers and allocations	798,920	1,123,407	561,704	571,426	1,142,853
Debt Service - Interest	591,434	[illegible]	561,785	284,637	2,868,893
TOTAL	**$ 7,795,583**	**$**	**$ 3,641,513**	**$ 3,315,253**	**$ 9,150,681**

Coachella FY 24/25 Mid-Y Budget Update

Proprietary Funds Projected Fund Balance

Coachella Sanitary District

Fund Balance on July 01, 2024		
Restricted	$ 1,384,430	(1)
Unrestricted	4,985,372	(1)
Total Fund Balance on July 01, 2024	**$ 6,369,802**	
Plus: Current Fiscal Year Estimated Revenues	8,454,454	(2)
Less: Current Fiscal Year Budgeted Expenditures	9,277,658	(3)
Projected Fund Balance on June 30, 2025		
Restricted	1,384,430	(1)
Unrestricted	4,162,167	(1)
Total Projected Fund Balance on June 30, 2025	**$ 5,546,597**	
Increase (Decrease)	**$ (823,205)**	

(1) *Does not include Capital Assets, Accumulated Depreciation or Related Debt*

(2) *Includes Connection Fees Fund 360, excludes interfund transfers*

(3) *Does not include Debt Service - Principal o m. & interfund transfers*

Coachella FY 24/25 Mid-Y
Budget Update

Fire Department - Revenues

Revenues	FY 2022-23 Actual	FY 2023-24 Actual	Actual Expenses as of January 31, 2024	Actual Revenues as of Jan 31, 2025	FY 2024-25 Approved Budget
Taxes	$ 1,091,264	$ 1,251,234	$ 1,251,234	$ 574,727	$ 945,000
Intergovernmental	67,669	49,061	49,061	592	3,000
Fines and Forfeitures	5,209	8,143	8,143	5,893	2,000
Interest and Other Revenu	78,100	77,753	77,753	39,462	40,000
Transfers	2,618,389	2,578,730	2,578,730	2,243,700	4,406,227
Total	**$ 3,860,631**	**$ 3,964,922**	**$ 3,964,922**	**$ 2,864,374**	**$ 5,396,227**

Coachella FY 24/25 Mid-Y
Budget Update

Fire Department - Expenditures

Expenses	FY 2022-23 Actual	FY 2023-24 Actual	Actual Expenses as of January 31, 2024	Actual Expenses as of Jan 31, 2025	FY 2024-25 Approved Budget
Admnistrative expenses	373,055	596,251	304,340	363,959	720,277
Books and periodicals	16	-	-	-	-
Energy Charges	-	614	-	2,183	-
Machinery and equipment	-	8,212	-	-	-
Professional/contract services	3,481,072	3,686,708	885,696	1,081,704	5,017,261
Repairs and maintenance	9,053	23,759	21,098	1,182	25,000
Supplies	597	4,525	731	500	5,000
Total	**$ 3,863,794**	**$ 4,320,067**	**$ 1,211,865**	**$ 1,449,528**	**$ 5,767,538**

CITY OF COACHELLA

BUDGET CALENDAR
FISCAL YEAR 2025-26 (continued)

FISCAL YEAR 2025-26	
Distribute 2025-26 Budget Worksheets	March 3
Review of Revenue Estimates	March 13
Budget Worksheets Due to Finance	March 27
Budget Workshop with Department Staff & Budget Committee	April 7-10
Complete First Draft of 2025-26 Budget	April 17
Review of first Draft by Budget Committee with Departments	April 21-24
Complete Second Draft of 2025-26 Budget	April 30
Review of Revenues Estimates	May 1
Review of Second Draft by Budget Committee with Departments	May 6
Distribute Budget Package to Council	May 7
Budget Study Session	May 14
Budget Study Session (If Necessary)	May 21
Public Hearing & Adopt 2025-26 Budget	May 28
Public Hearing & Adopt 2025-26Budget (If Continued)	June 11

CITY OF COACHELLA

Mid-Year 2024/2025 Budget Update

Questions?

City Hall Council Chamber
1515 Sixth Street, Coachella, California
(760) 398-3502 ◆ www.coachella.org

MINUTES

CITY COUNCIL CLOSED SESSION AND
REGULAR MEETING
OF THE CITY OF COACHELLA
THE COUNCIL SITTING AS THE COACHELLA SANITARY DISTRICT,
COACHELLA FIRE PROTECTION DISTRICT, COACHELLA FINANCING AUTHORITY,
COACHELLA EDUCATIONAL AND GOVERNMENTAL ACCESS CABLE CHANNEL CORPORATION,
COACHELLA WATER AUTHORITY, SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY
AND COACHELLA PARKS AND RECREATION FOUNDATION

February 26, 2025
5:00 PM – CLOSED SESSION
6:00 PM – REGULAR MEETING

In-Person Meeting Location: Coachella City Hall Council Chamber 1515 Sixth Street Coachella, CA	**If you would like to attend the meeting via Zoom, here is the link:** **https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09** Or One tap mobile : 16699006833,,88457271898#,,,,*606140# Or Telephone: US: +1 669 900 6833 **Webinar ID: 884 5727 1898** **Passcode: 606140** **Spanish:** El idioma español está disponible en Zoom seleccionado la opción en la parte de abajo de la pantalla

- Public comments may be received by 3:00 P.M. **either in person, via email, telephonically, or via Zoom** with a limit of **250 words, or three minutes:**
  - **In Real Time:**

    If participating in real time via Zoom or phone, during the Public Comment Period, use the **"raise hand"** function on your computer, or when using a phone, participants can raise their hand by pressing *9 on the keypad.
  - **In Writing:**

    Written comments may be submitted to the City Council electronically via email to **cityclerk@coachella.org**. Transmittal **prior to the start** of the meeting is required. All written comments received will be forwarded to the City Council and entered into the record.
  - If you wish, you may leave a message at (760) 262-6240 before 4:30 p.m. on the day of the meeting.
- The **live stream** of the meeting may be **viewed online** by accessing the city's website at **www.coachella.org**, and clicking on the "**Watch Council Meetings**" tab located on the home page, and then clicking on the "live" button.

CALL TO ORDER: - 5:00 P.M.

Mayor Hernandez called the City Council Closed Session and Regular Meeting of the City of Coachella to order at 5:02 p.m.

ROLL CALL:

Present: Councilmember Dr. Figueroa, Councilmember Virgen, Mayor Pro Tem Delgado, and Mayor Hernandez

City Clerk

City Treasurer

Absent: Councilmember Perez

APPROVAL OF AGENDA:

"At this time the Council/ Board/Corporation/Authority may announce any items being pulled from the Agenda or continued to another date or request the moving of an item on the agenda"

The Interim City Manager requested to remove item #21. Staff will bring it back in May.

Motion: To approve the agenda with the modification.

Made by: Mayor Hernandez
Seconded by: Councilmember Virgen
Approved: 3-0, Unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Virgen, and Mayor Hernandez
NOES: None
ABSTAIN: None
ABSENT: Councilmember Perez and Mayor Pro Tem Delgado

Mayor Pro Tem Delgado arrived at 5:11 p.m.

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

None

Mayor Pro Tem Delgado arrived at 5:11 p.m.

ADJOURN TO CLOSED SESSION:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
   Property: APN 763-330-018
   Agency Negotiator(s): Castulo Estrada, Utilities Director
   Negotiating Parties: Empire Airport LLC, Owner
   Under Negotiation: Price and Terms of Payment for a 44,981 sq. ft. Five-Year Temporary Construction Easement

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
   Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2)/(e)(1)
   One (1) Potential Case

RECONVENE REGULAR MEETING: - 6:00 P.M.

The City Council reconvened into open session at 6:02 p.m.

PLEDGE OF ALLEGIANCE:

The City Attorney led the Pledge of Allegiance.

CLOSED SESSION ANNOUNCEMENTS:

No reportable action taken.

PROCLAMATIONS/PRESENTATIONS/DIRECTION:

3. Proclamation Recognizing March 2025 as Bleeding Disorders Awareness Month

4. 9th Street Park Improvements by Chelsea Investment Corporation

5. Coachella Rail Station Feasibility Study Update and Station Evaluation Results

6. Soccer Sports League Request For Proposals Update

Public Comment:
1. Juan Alvarado
2. Manuel Hurtado
3. Claudia Lua Alvarado
4. Rosalio Avila

7. Community Based Grant Program Presentation

Councilmember Virgen stepped away at 7:22 p.m. returned at 7:24 p.m.

Written Communications:
1. Anny Moss

WRITTEN COMMUNICATIONS:

1. Anny Moss

CONSENT CALENDAR:

(IT IS RECOMMENDED THAT CONSENT ITEMS BE ACTED UPON SIMULTANEOUSLY UNLESS SEPARATE DISCUSSION AND/OR ACTION IS REQUESTED BY A COUNCIL MEMBER.)

8. Regular Meeting Minutes of February 12, 2025, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation

9. Investment Report – November 30, 2024 and December 31, 2024

10. Voucher Listing- EFT's/Utility Billing Refunds/FY 2024-25 Expenditures as of February 26, 2025, $1,126,574.85.

11. Authorize the City Manager to Execute Amendment No. 1 to the Professional Services Agreement with Albert A. Webb Associates for an Amount of $174,490 to Provide Design Services for Rancho Las Flores Park Expansion – City Project P-31

12. Authorize the City Manager to Execute Amendment No. 4 to the Professional Services Agreement with KOA Corporation, Inc. for an Amount of $47,657 to Provide Grant Writing Services for the Improvements of Avenue 50 from Calhoun Street to Cesar Chavez Street – City Project ST-93

13. Utility Relocation and Reimbursement Agreement with Imperial Irrigation District (IID) to relocate IID facilities as a result of the Construction of a new Bridge over Whitewater Channel at Avenue 50, City Project ST-69.

14. Service Agreement between the County of Riverside and the City of Coachella for the 54th Avenue Slurry Seal Improvements, City Project ST-128.

15. Authorize a Community-Based Grant to the Theresa A. Mike Foundation in the Amount of $1,000 to Support its College Scholarship Program

16. Authorize a Community-Based Grant to the Friends of the Children – Coachella Valley in the Amount of $1,000 to Support its Youth Program for Meals

17. Adopt Resolution No. 2025-09 Authorizing the City Manager to Execute a Transformative Climate Communities (TCC) Sub-Recipient Agreement Between the City of Coachella and the Coachella Prospera Partners Listed in the Executed TCC Grant Agreement Dated February 10, 2025

18. Ordinance No. 1220 (Second Reading) Zoning Ordinance Amendment No. 24-02 – Streamline Code Amendments - Phase 2 to amend Coachella Municipal Code Title 17 regarding zoning district permitted uses, development standards and development review process in the City. City-Initiated.

Motion: To approve the Consent Calendar

Made by: Mayor Hernandez
Seconded by: Councilmember Virgen
Approved: 4-0:

AYES: Councilmember Dr. Figueroa, Councilmember Virgen, Mayor Pro Tem Delgado, and Mayor Hernandez
NOES: None
ABSTAIN: Councilmember Dr. Figueroa as to item 16
ABSENT: Councilmember Perez

Public Comments *were moved up to this portion of the meeting being after the 8:00 p.m. hour.*

None

The Council took a short recess at 8:00 p.m. and returned at 8:05 p.m.

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

19. Provide direction and approve appointments to the City's Coachella Planning Commission, Parks and Recreation Commission and Culture and Arts Commission.

Appointments of Alyssa Marie Torres, Alma Fregoso, Armando Lerma, and Oralia Ortiz to the City's Coachella Culture and Arts Commission was approved by a 4-0 roll call vote.

AYES: Councilmember Dr. Figueroa, Councilmember Virgen, Mayor Pro Tem Delgado, and Mayor Hernandez
NOES: None
ABSTAIN: None
ABSENT: Councilmember Perez

Motion: To approve appointments of Victor Alcantara, Rosalio Avila, and Jesus Nunez to the City's Coachella Parks and Recreation Commission

Made by: Mayor Hernandez
Seconded by: Councilmember Dr. Figueroa
Approved: 4-0: Unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Virgen, Mayor Pro Tem Delgado, and Mayor Hernandez
NOES: None
ABSTAIN: None
ABSENT: Councilmember Perez

Motion: To approve appointments of Oscar Fonseca, Eva Lara, Margarita Lopez, and Robert Caballero as an alternate to the City's Coachella Planning Commission

Made by: Mayor Hernandez
Seconded by: Councilmember Dr. Figueroa
Approved: 4-0: Unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Virgen, Mayor Pro Tem Delgado, and Mayor Hernandez
NOES: None
ABSTAIN: None
ABSENT: Councilmember Perez

20. Mayor's Appointments to Various Council Subcommittees, Coachella Valley Association of Government (CVAG) Committees, Other Agencies, etc.

Motion: To approve Mayor's Appointments with modifications as noted

Made by: Councilmember Dr. Figueroa
Seconded by: Mayor Pro Tem Delgado
Approved: 4-0: Unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Virgen, Mayor Pro Tem Delgado, and Mayor Hernandez
NOES: None
ABSTAIN: None
ABSENT: Councilmember Perez

21. Authorize the Façade Improvement Grant Program Award Recommendations in the Amount of $553,000 and Authorize the City Manager to Execute Grant Agreements with Property Owners Participating in the Program

The Interim City Manager requested to remove item #21. Staff will bring it back in May.

22. Adopt Urgency Ordinance No. 1221 Amending Chapter 5.80 ("Regulation of Short-Term Vacation Rentals") of Title 5 ("Business Licenses and Regulations") of the Coachella Municipal Code to Amend and Update the City's Regulations of Short-Term Vacation Rentals, and Declaring the Urgency Thereof and Introduce Ordinance No. 1222 Amending Chapter 5.80 ("Regulation of Short-Term Vacation Rentals") of Title 5 ("Business Licenses and Regulations") of the Coachella Municipal Code to Amend and Update the City's Regulations of Short-Term Vacation Rentals

Motion: Adopt Urgency Ordinance No. 1221 Amending Chapter 5.80 ("Regulation of Short-Term Vacation Rentals") of Title 5 ("Business Licenses and Regulations") of the Coachella Municipal Code to Amend and Update the City's Regulations of Short-Term Vacation Rentals, and Declaring the Urgency Thereof and Introduce Ordinance No. 1222 Amending Chapter 5.80 ("Regulation of Short-Term Vacation Rentals") of Title 5 ("Business Licenses and Regulations")

of the Coachella Municipal Code to Amend and Update the City's Regulations of Short-Term Vacation Rentals

Made by: Councilmember Dr. Figueroa
Seconded by: Councilmember Virgen
Approved: 4-0: Unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Virgen, Mayor Pro Tem Delgado, and Mayor Hernandez
NOES: None
ABSTAIN: None
ABSENT: Councilmember Perez

Public Comment:
1. Jose A.

23. Authorize the City Manager to Submit an Application to the Department of Parks and Recreation Office of Grants and Local Services for the Outdoor Recreation Legacy Partnership (ORLP) Grant Program in the Amount Not-to-Exceed Fifteen Million ($15,000,000) Dollars to Supplement the Rancho Las Flores Park Project

Motion: Authorize the City Manager to Submit an Application to the Department of Parks and Recreation Office of Grants and Local Services for the Outdoor Recreation Legacy Partnership (ORLP) Grant Program in the Amount Not-to-Exceed Fifteen Million ($15,000,000) Dollars to Supplement the Rancho Las Flores Park Project

Made by: Councilmember Dr. Figueroa
Seconded by: Councilmember Virgen
Approved: 4-0: Unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Virgen, Mayor Pro Tem Delgado, and Mayor Hernandez
NOES: None
ABSTAIN: None
ABSENT: Councilmember Perez

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

NONE

PUBLIC COMMENTS (NON-AGENDA ITEMS):

The public may address the City Council/Board/Corporation/ Authority on any item of interest to the public that is not on the agenda but is in the subject matter jurisdiction thereof. Please limit your comments to three (3) minutes.

With the time being after the 8:00 p.m. hour and per Resolution No. 2019-34, Public Comments were moved up after Consent Calendar (see page 5). There were no further comments at this time.

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

There being no further business to come before the City Council and the Agencies, Mayor Pro Tem Delgado adjourned the meeting at 9:42 p.m.

_____
Angela Zepeda
City Clerk

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2655	1/15/2025	48066	US BANK	Sta 12/26/24	12/26/2024	ACC XXXX-XXXX-XXXX-0925,	29,647.88	29,647.88
						Γ FOR WELLS FARGO BANK -SEPARATE CHECK:		29,647.88

1 checks in this report.

Grand Total All Checks: 29,647.88

Date: **January 15, 2025**

Interim Finance Director: Kaye Reynolds

Interim City Manager: William B. Pattison

Bank : ewfb EFT FOR WELLS FARGO BANK -S

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2656	2/20/2025	54112	CULTURAS MUSIC & ARTS	Spnsrshp	2/20/2025	SPONSORSHIP- ARTE DEL B/	9,500.00	9,500.00
						Γ FOR WELLS FARGO BANK -SEPARATE CHECK:		9,500.00

1 checks in this report.

Grand Total All Checks: 9,500.00

Date: **February 20, 2025**

Interim Finance Director: Kaye Reynolds

Interim City Manager: William B. Pattison

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121891	2/25/2025	54112	CULTURAS MUSIC & ART	Spnsrshp	2/20/2025	SPONSORSHIP- ARTE DEL B/	9,500.00	9,500.00
						Sub total for WELLS FARGO BANK:		9,500.00

1 checks in this report.

Grand Total All Checks: 9,500.00

Date: **February 25, 2025**

Interim Finance Director: Kaye Reynolds

Interim City Manager: William B. Pattison

apChkLst
02/26/2025 7:30:14AM

Check List
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -S

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2657	2/26/2025	54859	AMAZON CAPITAL SERVI(	1HHC-6D31-6C(	2/6/2025	SOUTHWORTH 100% COTTO	92.66	92.66
						Γ FOR WELLS FARGO BANK -SEPARATE CHECK:		92.66

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121892	2/26/2025	55659	STAPLES	6022332874	1/25/2025	TR ACCESSORIES HOLDER M	99.18	
				6022332880	1/25/2025	STAPLES 8.5X11 COPY CS, E	79.07	178.25
						Sub total for WELLS FARGO BANK:		178.25

2 checks in this report.

Grand Total All Checks: 270.91

Date: **February 26, 2025**

Interim Finance Director: Kaye Reynolds

Interim City Manager: William B. Pattison

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121893	2/27/2025	56197	GAMBOA, LAURA	PAF-6023	2/27/2025	BENEFICIARY PAYMENT FOR	4,504.34	4,504.34
						Sub total for WELLS FARGO BANK:		4,504.34

1 checks in this report.

Grand Total All Checks: 4,504.34

Date: **February 27, 2025**

Interim Finance Director: Kaye Reynolds

Interim City Manager: William B. Pattison

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121894	3/12/2025	56208	BAYWA R.E. POWER SOL	Ref000249762	3/3/2025	UB Refund Cst #00059082	709.78	709.78
121895	3/12/2025	56204	GIRALDO, JOSE	Ref000249757	3/3/2025	UB Refund Cst #00058601	47.11	47.11
121896	3/12/2025	56186	HUDSON HOMES MANAG	Ref000249758	3/3/2025	UB Refund Cst #00058660	14.49	14.49
121897	3/12/2025	56203	JOSE GERARDO ESPINO	Ref000249755	3/3/2025	UB Refund Cst #00055823	138.64	138.64
121898	3/12/2025	56202	NGUYEN, SOMMER	Ref000249754	3/3/2025	UB Refund Cst #00054285	5.51	5.51
121899	3/12/2025	56206	PRECIADO, EVA	Ref000249760	3/3/2025	UB Refund Cst #00058915	77.84	77.84
121900	3/12/2025	56185	PULTE GROUP CO, LLC	Ref000249756	3/3/2025	UB Refund Cst #00057386	23.20	23.20
121901	3/12/2025	56205	PULTE GROUP CO, LLC	Ref000249759	3/3/2025	UB Refund Cst #00058908	78.74	78.74
121902	3/12/2025	56207	PULTE GROUP CO, LLC	Ref000249761	3/3/2025	UB Refund Cst #00058967	13.31	13.31
121903	3/12/2025	56201	TORRES, CELIA	Ref000249753	3/3/2025	UB Refund Cst #00053069	2.87	2.87
						Sub total for WELLS FARGO BANK:	1,111.49	

10 checks in this report.

Grand Total All Checks: 1,111.49

Date: **March 12, 2025**

Interim Finance Director: Kaye Reynolds

Interim City Manager: William B. Pattison

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2658	3/12/2025	48014	ALBERT A. WEBB ASSOC	ARIV0007030	1/25/2025	PE1/25 SVCS: CENTRAL PARI	72,452.49	72,452.49
2659	3/12/2025	53429	ALIANZA COACHELLA VAI	0040	12/12/2024	2/13-8/31 TCC PAC PROGRAM	4,000.00	4,000.00
2660	3/12/2025	54859	AMAZON CAPITAL SERVI(	17FY-P6LK-3HN	2/6/2025	LG GRAM 15Z90S-H BUSINES	1,317.61	
				1Q4T-HXHL-ND	2/18/2025	BESTIER COFFEE BAR W/ ST	191.36	
				1THF-TL7H-NVL	2/18/2025	LYSOL AIR SANITIZER SPRAY	89.70	
				1WGM-9KXY-G(	2/24/2025	MICR CHECK POSITION GAU	56.54	
				14YV-YHJ6-46W	2/3/2025	VARIDESK CUBE CORNER 36	868.26	2,523.47
2661	3/12/2025	49989	ANDREAS LLC	87814	2/17/2025	BUSINESS CARDS: C. LUCRE	146.04	146.04
2662	3/12/2025	53291	ANGENIOUS ENGINEERIN	19-07A-051	1/31/2025	PE1/31 AVE 50 BRIDGE	4,455.46	4,455.46
2663	3/12/2025	45929	BECK OIL, INC.	152007	1/31/2025	PE1/31 ENG DEPT FUEL	175.39	
				152009	1/31/2025	PE1/31 LLMD DEPT FUEL	236.07	
				152013	1/31/2025	PE1/31 STREETS DEPT FUEL	556.65	
				152056	1/31/2025	PE1/31 BLDG MAINT DEPT FU	79.56	
				152057	1/31/2025	PE1/31 ADMIN DEPT FUEL	12.65	
				153947	2/15/2025	PE2/15 GRAFFITI DEPT FUEL	174.67	
				152015	1/31/2025	PE1/31 WATER DEPT FUEL	1,264.43	
				152018	1/31/2025	PE1/31 PARKS DEPT FUEL	495.43	
				152030	1/31/2025	PE1/31 VEHICLE MAINT DEPT	277.28	
				152031	1/31/2025	PE1/31 SENIOR CNTR FUEL	246.97	
				152039	1/31/2025	PE1/31 CODE ENF DEPT FUE	614.36	
				152050	1/31/2025	PE1/31 SANITARY DEPT FUEL	914.49	5,047.95
2664	3/12/2025	02320	CALPERS	10000001783480	2/14/2025	#6373819375, MAR2025 HEAL	145,041.68	
				10000001783480	2/14/2025	#6373819375, MAR2025 HEAL	11,525.85	156,567.53
2665	3/12/2025	44307	CIVICPLUS LLC	321112	1/1/2025	2025 CONNECT ANNUAL LIC+	21,877.08	21,877.08
2666	3/12/2025	00749	COUNTY OF RIVERSIDE	SH0000047511	2/13/2025	12/12-1/8 LAW ENFORCEMEN	777,313.77	
				SH0000047512	2/13/2025	12/12-1/8 LAW ENFORCEMEN	10,143.41	787,457.18
2667	3/12/2025	49858	CV PIPELINE CORP.	S3619	2/10/2025	STORM DRAIN MAINT @ DIST	8,700.00	8,700.00
2668	3/12/2025	44036	DE LAGE LANDEN PUBLIC	589420314	2/19/2025	ACC #4209609, COLOR COPIE	795.63	795.63
2669	3/12/2025	50039	E&M ELECTRIC MACHINE	455418	2/11/2025	JN2025/26 CUSTOMER FIRST	5,265.00	5,265.00
2670	3/12/2025	44713	FARMER BROTHERS CO.	95677016	2/11/2025	CREAMER, SWEETENER & C	655.38	
				95677017	2/11/2025	APPLIED CREDIT MEMO #956	53.53	
				95677068	2/18/2025	COFFEE, CREAMER, TEA & C	422.25	1,131.16

Bank : ewfb EFT FOR WELLS FARGO BANK -S (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2671	3/12/2025	00207	GRAINGER INC	9337080965	12/5/2024	GREASE GUN COUPLER SWI	34.63	
				9386063789	1/27/2025	ABSORBENT ROLL	54.45	
				9386422266	1/27/2025	VEHICLE WASH BUCKET & D	346.87	
				9387471825	1/28/2025	ICE SCOOP	178.74	
				9394250238	2/3/2025	UNIVERSAL ABSORBENT BO	27.52	
				9404857758	2/12/2025	HIGH VISIBILITY VESTS	120.72	762.93
2672	3/12/2025	00996	HOME DEPOT	4015917	1/27/2025	60LB QUIKRETE CONCRETE	48.72	
				4173119	2/6/2025	DW 3AMP 5IN CORDED VAR S	204.19	
				5017301	2/5/2025	APPLIED CREDIT INV #41216S	542.67	
				6017122	2/4/2025	ANVIL 60" TAPERED WOOD H	277.19	
				7016928	2/3/2025	DECKMATE T25 2" BITS 10PK	120.41	1,193.18
2673	3/12/2025	52552	HR GREEN PACIFIC, INC.	183133	12/27/2024	PE12/27 BROADBAND MASTE	37,355.94	37,355.94
2674	3/12/2025	44957	INTERWEST CONSULTIN(	1284740	2/11/2025	JAN2025 BUILDING INSPECT(	1,792.00	
				1314968	2/11/2025	JAN2025 PLAN REVIEW SVCS	2,640.00	4,432.00
2675	3/12/2025	54985	MUNISERVICES LLC	INV06-020300	1/31/2025	SUTA SVCS, QTR ENDING 9/3	244.77	244.77
2676	3/12/2025	55651	SEEK PERSONNEL STAFF	002044	2/2/2025	WE 2/2: ESPINO+GALINDO+G	3,634.00	
				002055	2/9/2025	WE 2/9: ESPINO+GALINDO+G	3,201.60	6,835.60
2677	3/12/2025	48436	UNIVAR SOLUTIONS USA	52755567	2/3/2025	SODIUM HYPOCHLORITE	760.73	
				52755568	2/3/2025	SODIUM HYPOCHLORITE	879.59	1,640.32
2678	3/12/2025	54432	US BANK N.A.	2809799	2/7/2025	COACHELLA SDW REF BDS 2	256,062.88	256,062.88
2679	3/12/2025	51697	WESTERN WATER WORK	1411106-00	1/30/2025	ANGLE BALL MTR VLV, ETC	3,801.58	
				1411118-00	1/31/2025	2X4 BRZ NIPPLE	36.32	
				1411153-00	2/5/2025	SOFT COPPER TUBING 100F	1,120.13	
				1411164-00	2/11/2025	BLACK RUBBER RIBBED RIN(	42.42	
				1411179-00	2/7/2025	APPLIED CREDIT MEMO #141	1,552.08	
				1410759-00	1/28/2025	2PC POLYMER CVR "WATER"	2,550.30	
				1410846-00	2/10/2025	FULL CIRCLE REDI-CLAMP	85.32	
				1410976-01	1/24/2025	1-1/2 BRZ CPLG	75.04	
				1411090-00	1/29/2025	SOFT COPPER TUBING 100F	1,267.26	10,530.45
2680	3/12/2025	54719	YUNEX LLC	90003645	1/30/2025	RPLC'D X-WALK CNTRL @ GI	8,525.10	
				5610004297	1/31/2025	INSTLL'D BBS BATTERIES @	13,996.19	22,521.29

Γ FOR WELLS FARGO BANK -SEPARATE CHECK: 1,411,998.35

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121904	3/12/2025	46835	AIR AND HOSE SOURCE,	596412	2/3/2025	3/4" FABRIC COVERED PUSH	39.76	
				597457	2/10/2025	6FC321-6FA E/E X 16"	36.45	76.21
121905	3/12/2025	55142	AKEL ENGINEERING GRC	241186-02	12/10/2024	PE11/30 BELLISSIMA II STUDY	6,854.75	6,854.75
121906	3/12/2025	56193	ALEMAN, MARCUS J.	Turf Rbt	2/19/2025	TURF REMOVAL REBATE PR(	3,000.00	3,000.00
121907	3/12/2025	55541	ALL DOOR TECH	2798	2/5/2025	1/28 SVC CALL- CIVIC CENTE	1,131.56	
				2799	2/5/2025	1/28 SVC CALL- CORP YARD I	771.75	1,903.31
121908	3/12/2025	56195	BAJA BOYZ TOWING	25-02347	2/6/2025	2/6 TOWING: '03 SC8000 CAR	450.00	450.00
121909	3/12/2025	00836	BIO-TOX LABORATORIES	46941	1/23/2025	12/16+30 LAB SERVICES	1,021.55	
				46942	1/23/2025	12/2+16+30 LAB SERVICES	2,338.60	3,360.15
121910	3/12/2025	54517	BLACK KNIGHT TECHNOL	10352046	2/15/2025	JAN2025 SITXPRO SBSCRPTI	250.00	250.00
121911	3/12/2025	43204	BPS TACTICAL, INC.	25010307	2/21/2025	CONCEALABLE BODY ARMOI	1,895.32	1,895.32
121912	3/12/2025	56196	BROADNAX, MARGARET	Scholarship	2/19/2025	2025 CYBSA SCHOLARSHIP-	60.00	60.00
121913	3/12/2025	01109	BSN SPORTS LLC	928610060	1/23/2025	MAC WOOD FILLED IN GROU	434.96	
				928610061	1/23/2025	50IK LOCK NET CLIPS-BULK	598.13	
				928626176	1/24/2025	EDWARDS 40LS TENNIS NET	2,174.97	
				928644910	1/27/2025	PREMIUM STEEL SAFETY NE	2,080.87	
				928668817	1/29/2025	BEACON NAIL DRAG 2 IN 1 W	2,148.78	
				928696173	1/31/2025	GA RED 240 DBL RIM SUPER	804.75	8,242.46
121914	3/12/2025	44494	BURRTEC WASTE & REC	BD 2/1/25	2/1/2025	AC 44-BS 405340, 85075 AVE	65.38	65.38
121915	3/12/2025	05900	CALED	300005774	5/23/2024	2025 MBRSHP: CELINA JIMEN	120.00	120.00
121916	3/12/2025	44451	CALIFORNIA BUILDING OI	18467	2/21/2025	WEBINAR- ACCESSORY DWE	85.00	85.00
121917	3/12/2025	46445	CALIFORNIA BUILDING S	Oct-Dec 2024	2/13/2025	OCT-DEC2024, SB1473 QTRL	581.76	581.76
121918	3/12/2025	53746	CANNABIZ CONSULTING	NV-DC2024	12/31/2024	NV-DC2024 SOCIAL EQUITY S	4,031.00	4,031.00
121919	3/12/2025	54649	CAPIO	23584	2/20/2025	2025 MBRSHP RNWL: RISSET	300.00	300.00
121920	3/12/2025	56087	CASILLAS, MARIA E.	Expns	2/20/2025	JAN-FEB2025 MISC EXPENSE	152.20	152.20
121921	3/12/2025	02048	CDW GOVERNMENT, INC	AC7KW9G	2/11/2025	EPSON TM-S9000II MF SCANI	1,736.65	1,736.65
121922	3/12/2025	07950	CITY OF COACHELLA	Jan 2025	1/31/2025	JAN2025 WATER- ST, PARKS,	50,485.02	
				Jan 2025-LLD's	1/31/2025	JAN2025 WATER- LLD'S	12,483.86	62,968.88
121923	3/12/2025	53220	COACHELLA ACE HARDW	8416/1	1/17/2025	BUNGEE CORD MULTI 24"	26.04	
				8472/1	1/29/2025	WALBOARD ANC KIT NYLON	36.96	
				8477/1	1/30/2025	BATTERY ALKALINE AA 20PK,	50.18	
				8487/1	2/1/2025	ANTI-SEIZE LUBRICANT	8.14	
				8498/1	2/3/2025	HOOK COMMAND LG WIRE	6.51	
				8504/1	2/4/2025	CAM LOCK KA 3/4" CRM, ETC	51.05	
				8513/1	2/5/2025	TRUFUEL 50:1 MIX	121.76	300.64

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121924	3/12/2025	54082	COACHELLA GREENERY	2025 Grant	2/18/2025	CANNABIS EQUITY GRANT PI	46,642.32	46,642.32
121925	3/12/2025	54137	CONSERVE LANDCARE L	412797	11/29/2024	WEED ABATEMENT @ AVE 52	627.00	
				423203	1/7/2025	WEED ABATEMENT @ AVE 52	422.25	
				432080	1/31/2025	JAN2025 LNDSCPE MAINT @	60,697.00	
				434747	1/31/2025	RPLC'D VALVES @ DIST 17	193.21	
				434748	1/31/2025	RPR'D VALVE @ DIST 29	125.16	
				434752	1/31/2025	TREE SPRUCE UP @ DIST 32	1,223.92	
				434753	1/31/2025	RPR'D VALVE @ DIST 18	212.29	63,500.83
121926	3/12/2025	52375	CORE & MAIN LP	W378876	1/31/2025	ADJ VLV OPER WRCH, ETC	329.54	329.54
121927	3/12/2025	00214	CORONET CONCRETE PI	1198552	2/3/2025	6.0 SACK EQ 60/40 FA	437.11	437.11
121928	3/12/2025	11800	COUNTY OF RIVERSIDE	AN0000003085	2/26/2025	JAN2025 ANL SHLTR+FIELD+I	52,978.93	52,978.93
121929	3/12/2025	56198	COUNTY OF RIVERSIDE	CityofCoachella I	12/5/2024	HOME ENHANCEMENT PROG	523,000.00	523,000.00
121930	3/12/2025	43636	CPRS	2025-26 Mbrshp	1/10/2025	MBRSHP RNWL: ID #001927-	550.00	550.00
121931	3/12/2025	56158	CULLIGAN QUENCH	INV08509890	2/1/2025	AC D347648, FEB2025 RNTL,	41.46	
				INV08520632	2/1/2025	AC D347651, FEB2025 RNTL,	41.46	82.92
121932	3/12/2025	48603	CV STRATEGIES	8094	10/7/2024	SEP2024 STRATEGIC COMM	3,862.50	
				8136	11/7/2024	OCT2024 STRATEGIC COMM	4,045.00	
				8203	2/4/2025	JAN2025 STRATEGIC COMM :	983.75	
				8204	2/4/2025	NV-DC2024 STRATEGIC COM	6,312.50	
				8205	2/4/2025	DEC2024 STRATEGIC COMM	20,260.17	
				8206	2/4/2025	JAN2025 STRATEGIC COMM :	4,733.04	
				8208	2/4/2025	RUN W/ LOS MUERTOS MAIL	1,179.06	41,376.02
121933	3/12/2025	09650	CVAG	CV25280-25	2/20/2025	1ST QTR- FY24/25 (JL-SP) AB	11,009.83	
				CV25297-25	2/21/2025	DEC2024 ATP- ARTS & MUSIC	992.64	
				CV25305-25	2/25/2025	PE12/31 ATP- ARTS & MUSIC	873.45	12,875.92
121934	3/12/2025	09950	CVWD	Jan 2025	2/1/2025	CN 332543, JAN2025 WELL RI	37,320.22	37,320.22
121935	3/12/2025	02115	CWEA	DF-3/31/25	1/22/2025	MBRSHP RNWL: D. FELIX #35	239.00	
				EB-3/31/25	1/22/2025	3/31 CERT RNWL CSM2: E. BE	111.00	350.00
121936	3/12/2025	54135	DEL VALLE INFORMADOR	2025-8	1/23/2025	1/23+30, 2/6 AD: AVISO DEL P	400.00	400.00
121937	3/12/2025	02125	DEMO UNLIMITED, INC.	2162	3/3/2025	ASBESTOS ABATEMENT/DEM	47,533.57	
				2164	3/3/2025	ASBESTOS ABATEMENT/DEM	10,952.22	58,485.79
121938	3/12/2025	12870	DEPARTMENT OF JUSTIC	798955	2/10/2025	JAN2025 BLOOD ALCOHOL AI	105.00	105.00
121939	3/12/2025	01089	DESERT ELECTRIC SUPP	S3274814.001	1/21/2025	STUD FINDER, GLO STIX KIT,	103.85	
				S3276753.001	1/27/2025	INT-MAT EI600WC WHT DIG 7	100.19	204.04
121940	3/12/2025	54461	DESERT GROWERS NUR	202516	2/3/2025	PETITE PINK OLEANDER	1,305.00	1,305.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121941	3/12/2025	53007	DESERT PROMOTIONAL	101808	12/6/2024	POLO+SHIRTS+JACKET+CAF	213.15	
				101923	12/12/2024	JACKET W/ EMBROIDERY	76.13	
				102275	1/9/2025	HOODED JACKETS W/ EMBR	1,974.90	
				102411	1/15/2025	POLOS W/ EMBROIDERY	227.18	
				102472	1/21/2025	POLOS+SHIRTS W/ EMBROIL	150.08	
				103028	2/19/2025	POLO SHIRTS EMBROIDERY	144.00	
				102498	1/22/2025	ARBOR DAY T-SHIRTS+CAPS	1,337.38	
				102841	2/7/2025	POLOS+SHIRTS W/ EMBROIL	165.30	4,288.12
121942	3/12/2025	49765	DESERT PUBLICATIONS,	993960	2/19/2025	HOCKNEY + YOU EVENT SPC	5,000.00	5,000.00
121943	3/12/2025	48672	DESERT RECREATION DI	1	10/30/2024	MAR-APR2024 TCC PAC PRO	4,000.00	4,000.00
121944	3/12/2025	48359	DESERT STEEL SUPPLY	26446	2/6/2025	FLAT BAR, RECT TUBE, ETC	339.30	339.30
121945	3/12/2025	13700	DEWEY PEST CONTROL	17189533	2/1/2025	AC103361, FEB2025, 1540 7TH	80.00	
				17194109	2/1/2025	AC1434611, FEB2025, DIST 33	60.00	
				17194113	2/1/2025	AC1450610, FEB2025, DE ORC	160.00	
				17200297	2/1/2025	AC2012540, FEB2025, 51301 D	1,200.00	
				17200298	2/1/2025	AC2012536, FEB2025, 48400 \	1,200.00	
				17213029	2/1/2025	AC1281215, FEB2025, SIERRA	301.00	
				17213030	2/1/2025	AC1281218, FEB2025, 51251 D	900.00	3,901.00
121946	3/12/2025	54233	DJ2A ENTERTAINMENT	656	12/19/2024	3/22 DJ @ MARIACHI FESTIVA	595.00	595.00
121947	3/12/2025	54233	DJ2A ENTERTAINMENT	655	12/19/2024	3/16 DJ @ SUAVECITO SUND/	496.00	496.00
121948	3/12/2025	55527	DOKKEN ENGINEERING	48284	2/7/2025	PE1/31 GRPFRT/AIRPORT BL'	13,902.75	13,902.75
121949	3/12/2025	14860	E. K. WOOD LUMBER COI	519451	1/31/2025	APITONG TRUCK STAKES 4'	320.23	320.23
121950	3/12/2025	14700	E. S. BABCOCK & SONS, I	CA51374-0076W	1/28/2025	NOV-DEC2024 LAB SAMPLES	10,531.95	
				CA51376-0076D	1/28/2025	NOV-DEC2024 LAB SAMPLES	3,334.88	13,866.83
121951	3/12/2025	53880	EBERHARD EQUIPMENT	25243	2/11/2025	PAINT	24.87	24.87
121952	3/12/2025	56194	FELIX TIZOC, FELIZARDO	Turf Rbt	2/19/2025	TURF REMOVAL REBATE PR(	1,980.00	1,980.00
121953	3/12/2025	44088	FERGUSON ENTERPRISE	5051898	1/7/2025	2-1/2X2 GALV MI 150# RED C(	100.60	100.60
121954	3/12/2025	51494	GARDA CL WEST, INC.	20629557	1/31/2025	JAN2025 EXCESS ITEMS/PRE	202.52	202.52
121955	3/12/2025	53650	GONZALEZ DE LEON, MA	Scholarship	2/4/2025	2025 CYBSA SCHOLARSHIP-	60.00	60.00
121956	3/12/2025	01864	HAAKER EQUIPMENT CO	W1AB6C	1/29/2025	SVC'D & PERFORMED 360 HY	14,256.84	14,256.84
121957	3/12/2025	53236	HOLISTIC SYSTEM INTEG	INV-000125	2/11/2025	JAN2025 TYLER TECH ENTEF	7,500.00	7,500.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121958	3/12/2025	20450	IMPERIAL IRRIGATION DI	MdJA-MdFB	2/18/2025	MID JANUARY-MID FEBRUAR	59,139.26	
				50035836-JA25	2/7/2025	AC50035836, 1/6-2/6, WELL #1	38.05	
				50217597-JA25	2/7/2025	AC50217597, 1/7-2/4	56.34	
				50371785-JA25	2/6/2025	AC50371785, 12/31-1/29, LIFT	861.44	
				50387122-JA25	2/7/2025	AC50387122, 1/7-2/4, SEWER	40,639.68	
				50408460-JA25	2/6/2025	AC50408460, 12/31-1/29, WEL	9,883.08	
				50705542-JA25	2/7/2025	AC50705542, 1/7-2/3, PERMIT	1,148.20	111,766.05
121959	3/12/2025	45108	IMPERIAL SPRINKLER SU	0018972496-001	1/7/2025	CHRISTY PRESSURE GAUGE	55.31	
				0018972496-002	1/7/2025	CHRISTY 2.5" 100# LIQUID P/(	25.79	
				0019183683-001	1/29/2025	CORONA POST HOLE DIGGE	69.21	
				0019205186-001	1/30/2025	ORANGE MARKING FLAGS	14.14	
				0019314432-001	2/10/2025	CORONA ALUM SCOOP SHO\	126.56	
				0019207781-002	1/31/2025	RB PE-PLASTIC VALVE, SLIP I	758.64	
				0019211330-001	1/31/2025	JUMBO VALVE BOX W/ COVE	293.63	
				0019212330-001	1/31/2025	ROMAC COUPLING 2"	381.48	
				0019215585-001	1/31/2025	SLIP FIX 2", TEFLON TAPE, E	108.38	
				0019225536-002	2/3/2025	SCH80 PVC COUPLER SLIP, E	92.96	1,926.10
121960	3/12/2025	00932	INDIO CAR WASH, INC.	002-00018-25	2/1/2025	JAN2025 CAR WASH SERVICI	30.00	30.00
121961	3/12/2025	55169	INDUSTRIAL HEALTH MEI	00013806	2/12/2025	FEB2025 DRUG TEST & PHYS	85.00	85.00
121962	3/12/2025	51600	IRC, INC.	2025010028	2/1/2025	JAN2025 PRE-EMPLOYMENT	750.50	750.50
121963	3/12/2025	01948	KIMBALL MIDWEST	103012108	1/28/2025	CAP SCREW, DRILL BITS, FU	484.77	484.77
121964	3/12/2025	54362	LINDE GAS & EQUIPMEN	47549332	1/22/2025	12/20-1/20 IND HIGH PRESSU	41.86	
				47640117	1/24/2025	WIRE MS 70S6 & STARGOLD	143.75	185.61
121965	3/12/2025	24600	LOPES HARDWARE	0001028	2/4/2025	TEXTURE SPRAY, PAINT, TAF	514.02	
				0001260	2/5/2025	KEYS, BLADES, BUCKETS, E1	468.50	982.52
121966	3/12/2025	56199	MADISON AUTO COLLISIC	832865	2/18/2025	RPR'D & PAINT 2021 FORD F1	700.00	700.00
121967	3/12/2025	56200	MANDUJANO, JENNIFER	Scholarship	2/19/2025	2025 CYBSA SCHOLARSHIP-	60.00	60.00
121968	3/12/2025	49857	MANPOWER US INC.	39251631	2/9/2025	WE 2/9: A. GONZALES	1,568.64	1,568.64
121969	3/12/2025	55020	MARTIN MARIETTA MATE	44963589	2/5/2025	1/2" GB T3C3 PG70-10	413.25	
				44980032	2/6/2025	1/2" GB T3C3 PG70-10	337.91	751.16
121970	3/12/2025	25900	MEREDITH & SIMPSON C	250204	2/3/2025	SUBPANEL VOLTAGE TEST @	212.25	212.25
121971	3/12/2025	51579	METLIFE- GROUP BENEF	0084325401	1/9/2025	NOV2024-FEB2025 AD&D/LIFE	1,094.50	1,094.50
121972	3/12/2025	55842	MIG, INC.	0090164	2/20/2025	PE1/31 ADA SELF-EVALUATIC	3,946.25	3,946.25
121973	3/12/2025	56209	MONTANEZ, KARLA	Scholarship	2/19/2025	2025 CYBSA SCHOLARSHIP-	60.00	60.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121974	3/12/2025	47192	O'REILLY AUTO PARTS	2855-356255	1/30/2025	BATTERY, FUEL/WTR SEP, E	271.61	
				2855-358226	2/5/2025	CONNECTOR	5.08	
				2855-359895	2/10/2025	MOTOR OIL & OIL FILTER	44.34	
				2855-360177	2/11/2025	1GAL HYDRL OIL	50.00	
				2855-360318	2/11/2025	MOTOR OIL & OIL FILTER	44.34	415.37
121975	3/12/2025	50595	PACIFIC LIGHTWAVE INC	87106	2/24/2025	MAR2025 INTERNET SVCS	799.00	799.00
121976	3/12/2025	51847	PARTY TIME RENTALS	72	2/24/2025	3/22 SLIDES+MECHANICAL B	2,900.00	2,900.00
121977	3/12/2025	51847	PARTY TIME RENTALS	71	2/24/2025	3/16 SLIDE RNTLS @ SUAVEC	1,400.00	1,400.00
121978	3/12/2025	54812	PAX FITNESS REPAIR, LL	3109	2/12/2025	RPR'S TO WORKOUT MACHI	331.61	
				3108	2/12/2025	FEB2025 PREVENTATIVE MAI	225.00	556.61
121979	3/12/2025	55568	PENALBER, PERLA	Refund	2/12/2025	DEPOSIT REFUND- 2/8 LIBRA	300.00	300.00
121980	3/12/2025	02028	PETE'S ROAD SERVICE, I	25-0817235-00	2/8/2025	FLAT REPAIR	38.44	38.44
121981	3/12/2025	01395	PJ'S DESERT TROPHIES	27843	1/14/2025	2"X10" NAME PLATES	40.24	
				27914	2/5/2025	2"X10" NAME PLATES	36.98	77.22
121982	3/12/2025	52596	PLANIT PRINT WORKS	937768	2/13/2025	BID SETS- SHADY LN MOBILE	2,305.72	2,305.72
121983	3/12/2025	42759	PROPER SOLUTIONS, IN	16840	2/7/2025	WE 2/7: L. SERRATO	1,248.60	
				16841	2/7/2025	WE 2/7: G. AHUMADA	1,151.70	
				16866	2/14/2025	WE 2/14: G. AHUMADA	1,420.43	
				16867	2/14/2025	WE 2/14: L. SERRATO	1,664.80	5,485.53
121984	3/12/2025	52344	QUADIENT FINANCE USA	CD 2/9/25	2/9/2025	JAN/FEB2025 POSTAGE BY P	2,000.00	2,000.00
121985	3/12/2025	52327	QUADIENT LEASING USA	Q1750482	2/26/2025	3/30-6/29, LSE #N24083160, F	1,067.39	1,067.39
121986	3/12/2025	52306	QUINN COMPANY	WOG00021561	12/3/2024	INSTLL'D PRIME PUMP AND F	4,026.99	
				WOG00022006	1/31/2025	TRBLSHT GENERATOR @ WE	518.15	
				31022801	2/9/2025	1/13-2/10 SKID STEER & 24" C	10,038.35	14,583.49
121987	3/12/2025	56210	RAMIREZ, SUSANA	Scholarship	2/10/2025	2025 CYBSA SCHOLARSHIP-	60.00	60.00
121988	3/12/2025	42443	RDO EQUIPMENT CO.	P1309145	1/28/2025	FUEL PUMP, ETC	106.92	
				P1318545	1/30/2025	PLUS-50 TM ENGINE & II OIL	157.60	264.52
121989	3/12/2025	54500	RELIABLE TRANSLATION	29986	2/5/2025	2/5 PLANNING COMM MTG S	196.00	
				30014	2/9/2025	2/9 DOCUMENT TRANSLATIO	203.52	
				30053	2/12/2025	2/12 CC MTG SVCS	686.00	
				30109	2/19/2025	2/19 PLANNING COMM MTG S	196.00	1,281.52
121990	3/12/2025	48608	REYES COCA-COLA BOT	45385834018	1/29/2025	SOFT DRINKS	439.13	439.13
121991	3/12/2025	56211	REYES, MICHELE	Refund	2/12/2025	DEPOSIT REFUND- 2/8 LIBRA	300.00	300.00
121992	3/12/2025	47658	RUIZVA L. PEST CONTRO	150	1/13/2025	JAN2025 SVCS @ FIRE STATI	95.00	
				151	2/10/2025	FEB2025 SVCS @ FIRE STATI	95.00	190.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121993	3/12/2025	56019	SANTILLAN, CYNTHIA	Scholarship	2/20/2025	2025 CYBSA SCHOLARSHIP-	60.00	60.00
121994	3/12/2025	55888	SHAW HR CONSULTING,	013260	2/17/2025	DEC2024-FEB2025 CONSULT	700.00	700.00
121995	3/12/2025	46733	SIMPLOT TURF & HORTIC	208162571	1/29/2025	CALCIUM NITRATE STD (TRO	2,443.77	
				208162622	2/3/2025	AZOPRO & DANGER/PELIGR(	287.09	
				208162760	2/5/2025	SOIL PROBE 17IN, ETC	76.76	2,807.62
121996	3/12/2025	56192	SOUTHERN CALIFORNIA	1	12/17/2024	FEB-AUG2024 TCC PAC PRO(	4,000.00	4,000.00
121997	3/12/2025	54620	SOUTHWEST PROTECTI\	13828	1/27/2025	JAN2025 PATROL SVCS @ LL	4,886.40	
				13829	1/27/2025	JAN2025 SECURITY SVCS @	7,250.46	
				13831	1/27/2025	JAN2025 SECURITY SVCS @	3,945.48	16,082.34
121998	3/12/2025	47319	SPARKLETTS	9467308 012425	1/24/2025	JAN2025 WATER @ SANITAR'	95.51	95.51
121999	3/12/2025	55590	STANDARD INSURANCE (	Mar2025	2/18/2025	MAR2025 LIFE/AD&D PREMIU	776.92	
				Mar2025	2/18/2025	MAR2025 LIFE/AD&D/STD/LTI	7,951.94	8,728.86
122000	3/12/2025	55590	STANDARD INSURANCE (	Feb2025	2/17/2025	FEB2025 DENTAL HMO PREM	1,297.42	
				Feb2025	2/17/2025	FEB2025 VISION PREMIUM #7	1,587.68	
				Feb2025	2/17/2025	FEB2025 COBRA PREMIUM #7	17.30	
				Feb2025	2/17/2025	FEB2025 DENTAL PPO PREM	4,888.64	7,791.04
122001	3/12/2025	55659	STAPLES	6022332883	1/25/2025	SWIFFER XL DRY REFILLS 16	-52.49	
				6022332870	1/25/2025	DUAL COLLAPSIBLE GAR RA(	173.55	
				6022332871	1/25/2025	POST-IT & ROLLER CONICAL	40.89	
				6022332872	1/25/2025	HP 62XL HY BLACK INK, ETC	189.14	
				6022332873	1/25/2025	RY25 AAG PLNMO WC 15X12	81.17	
				6022332875	1/25/2025	STAPLES MULTIUSE PAPER,	91.92	
				6022332876	1/25/2025	3-1/8X220FT BPA FREE THER	175.42	
				6022332877	1/25/2025	3-1/8X220FT BPA FREE THER	274.37	
				6022332878	1/25/2025	BATTERY ALK AA 36PK, MR C	308.89	
				6022332879	1/25/2025	EPSON SJIC18K INK CART BL	73.71	
				6022332881	1/25/2025	SWFR WET XL CLOTH RFILL	76.23	
				6022332882	1/25/2025	HEAVY DUTY VIEW BINDER 2	128.38	1,561.18
122002	3/12/2025	00582	STATE WATER RESOURC	Pymnt 18-MA25	2/20/2025	CWSRF LOAN: C-06-4450-110	1,505,255.69	1,505,255.69
122003	3/12/2025	56212	SUN CITY NURSERY	25233	1/27/2025	LANTANA PURPLE, MEX BIRD	1,207.12	
				25247	1/29/2025	DESERT SPOON, ETC	184.88	
				25257	2/3/2025	JAPANESE OLEANDER, ETC	218.59	1,610.59
122004	3/12/2025	54550	TBU INC.	50892	2/3/2025	HOT MIX ASPHALT PAVING @	11,800.66	
				50920	1/22/2025	INSTLL'D METER, VALVE, ETC	6,336.32	
				50967	2/12/2025	INSTLL'D SVC LINE, ETC @ 8	10,344.53	28,481.51

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
122005	3/12/2025	51918	THE GREATER COACHEL	401253	11/15/2024	JAN-MAR2025 QTRLY DISBUF	21,250.00	21,250.00
122006	3/12/2025	44582	THE RADAR SHOP INC.	25792	10/14/2024	ON-SITE LIDAR RE-CERTIFIC	248.00	248.00
122007	3/12/2025	48152	TKE ENGINEERING, INC.	2024-1682	2/11/2025	PE11/30 ENG SVCS, COACHE	2,400.00	
				2024-1683	2/11/2025	PE11/30 PLNCK, TRACT 3855'	315.00	
				2024-1684	2/11/2025	PE11/30 PLNCK, 48151 GRAPI	3,504.25	
				2024-1685	2/11/2025	PE11/30 PLNCK, SUN COMMU	5,800.00	
				2024-1686	2/11/2025	PE11/30 PLNCK, 1451 3RD ST	200.00	
				2024-1687	2/11/2025	PE11/30 PLNCK, PARCEL MAI	325.00	
				2024-1688	2/11/2025	PE11/30 PLNCK, 1451 3RD ST	125.60	
				2024-1830	2/11/2025	PE12/31 PLNCK, 84650 AVE 4!	65.00	
				2024-1831	2/11/2025	PE12/31 PLNCK, 48151 GRAP	1,301.00	
				2024-1832	2/11/2025	PE12/31 PLNCK, 46600 TYLEF	2,065.00	
				2024-1828	2/11/2025	PE12/31 PLNCK, TRACT 3855'	65.00	16,165.85
122008	3/12/2025	51093	T-MOBILE USA, INC.	9595390164	2/14/2025	1/13-2/11 TIMING ADVANCE &	165.00	165.00
122009	3/12/2025	38250	TOPS N BARRICADES	1111607	1/17/2025	CARSONITE Y/1 YEL REFL	224.03	
				1111682	1/22/2025	MESH CLASS II LIME W/ PKT	19.85	
				1111850	1/30/2025	1/24-29 CHNGBLE MSG SIGN	1,680.00	
				1111952	2/6/2025	STRAW PREMIUM HATS, ETC	28.54	
				1111959	2/6/2025	2/4-5 CHNGBLE MSG SIGN RI	1,620.00	3,572.42
122010	3/12/2025	45053	TYLER TECHNOLOGIES, I	045-504003	2/5/2025	1/27-29 ERP MIGRATION	4,800.00	
				045-504770	2/12/2025	2/3 ERP MIGRATION	1,600.00	6,400.00
122011	3/12/2025	38800	UNDERGROUND SERVICI	24-252357	2/1/2025	CA STATE FEE FOR REGULAT	44.90	
				120250127	2/1/2025	JAN2025- 175 NEW TICKETS+	333.75	378.65
122012	3/12/2025	49173	URBAN RESTORATION GI	00046509	2/19/2025	SENSITIVE SURFACE GRAFF	1,652.39	1,652.39
122013	3/12/2025	43751	USA BLUEBOOK	INV00535443	11/6/2024	10X14 IN DANGER SIGN	10.61	
				INV00545907	11/19/2024	10X14 IN DANGER SIGN	10.61	
				INV00587928	1/8/2025	ACETATE BUFFER SOLUTION	554.72	575.94
122014	3/12/2025	55885	V.M. POOL SERVICES ANI	637	2/5/2025	FEB2025 FOUNTAIN/POOL MA	610.00	610.00
122015	3/12/2025	39640	VALLEY LOCK & SAFE	191801	2/5/2025	MISC SUPPLIES	68.45	
				191804	2/5/2025	MISC SUPPLIES	67.43	135.88
122016	3/12/2025	55530	VENLO RV	121672	1/28/2025	21.7GAL PROPANE	90.86	
				121678	2/3/2025	14.3GAL PROPANE	59.88	
				121679	2/5/2025	18GAL PROPANE	75.36	226.10
122017	3/12/2025	44966	VERIZON WIRELESS	6104918651	2/1/2025	AC371867190-00001, 1/2-2/1	11,038.79	
				6104918652	2/1/2025	AC371867190-00002, 1/2-2/1	249.42	11,288.21

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
122018	3/12/2025	44775	VISTA PAINT CORPORATI	2025-791080-00	2/6/2025	GRAZO LINELAZER V3900 ME	9,025.16	
				2025-817521-00	2/19/2025	COVERALL EXT FLAT WHITE-	389.77	
				2025-819417-00	2/20/2025	PROTEC ALKYD EMULSION S	242.83	9,657.76
122019	3/12/2025	53200	WEST CALI PLUMBING	1812	1/30/2025	INSTLL'D 50GAL WATER HEA	2,250.00	
				1817	2/4/2025	INSTLL'D PRESSURE REGUL/	980.00	
				1818	2/4/2025	INSTLL'D WATER FILTERS, E	1,311.43	4,541.43
122020	3/12/2025	49778	WEST COAST ARBORIST	224319	1/15/2025	1/1-15 TREE MAINT @ LLMD'S	25,416.25	25,416.25
122021	3/12/2025	54433	WEX ENTERPRISE EXXO	103012425	2/23/2025	ACC 0496-00-726338-7, 1/24-2	2,576.29	2,576.29
122022	3/12/2025	48971	XPRESS GRAPHICS & PR	25-68724	2/20/2025	BGDMA PK RIBBON CUTTING	45.71	45.71

Sub total for WELLS FARGO BANK: 2,848,358.92

142 checks in this report.

Grand Total All Checks: 4,260,357.27

Date: **March 12, 2025**

Interim Finance Director: Kaye Reynolds

Interim City Manager: William B. Pattison

STAFF REPORT
3/12/2025

TO: Honorable Mayor and City Council Members

FROM: Andrew Simmons, P.E., City Engineer

SUBJECT: Purchase and sale agreement and certificate of compliance for the acquisition of real property (APN 778-170-005) for the Bridge over Whitewater Channel at Avenue 50, City Project ST-69

STAFF RECOMMENDATION:

Authorize the City Manager and City Engineer to execute the purchase and sale agreement and certificate of compliance for the acquisition of real property (APN 778-170-005) for the Bridge over Whitewater Channel at Avenue 50, City Project ST-69.

BACKGROUND:

The Avenue 50 Bridge Project improvements include realignment and widening of Avenue 50 from the existing two-lane roadway to a six-lane major arterial, and realignment of Tyler Street. The project will also improve public safety and mobility by constructing a new bridge spanning over the Whitewater Channel, replacing the existing low water crossing and eliminating flood-related hazards during inclement weather events.

DISCUSSION/ANALYSIS:

The land in question is located along the frontage of the residential property 85701 Avenue 50 (APN 778-170-005). City staff has negotiated with the owner and have come to an agreement for the portion needed for the Avenue 50 Bridge. The agreement for acquisition of real property includes the purchase of approximately 4,683 square feet of permanent easement and 2,230 square feet of temporary construction easement. The total cost of this acquisition is estimated to be $42,000.

FISCAL IMPACT:

No fiscal impact or additional appropriations needed. The cost associated with the acquisition is included in the FY 24/25 CIP budget for the Avenue 50 Bridge Project, ST-69. The total estimated cost for the property and easement acquisitions is $ 42,000. The agreement will be covered by HBP funds ($9,588.60), CVAG ($24,308.55) and SB1 Fund 109 ($8,102.85).

ATTACHMENTS:

1. Agreement for acquisition of real property

PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS

Project: BR-NBIL 536
Parcel No: CV-13
APN: 778-170-005
Property Address: 85701 Avenue 50, Coachella, CA 92236

Escrow No. _____

This PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into as of this _____ day of _____ 20___ by and between Juan A. Espinoza, a single man. ("Seller"); and the City of Coachella, a Municipal Corporation ("Buyer" or "City").

In consideration of the mutual covenants herein contained, Seller agrees to grant and convey the property described below to Buyer, and Buyer agrees to acquire and accept the property described below from Seller, upon the terms and conditions herein set forth. The terms and conditions of this Agreement and the instructions to Commonwealth Land Title Insurance Company ("Escrow Holder") with regard to the escrow ("Escrow") created pursuant hereto are as follows:

1. Property. On the terms and conditions set forth hereinafter, Buyer desires to acquire all of the following:

(a) Real Property. Buyer desires to acquire from Seller those certain real property interests which are identified as a Permanent Roadway Easement and a Temporary Construction Easement, described and depicted in Exhibits **A and B** attached hereto and further described and depicted in the Easement Deeds in Exhibits **C and D** ("Property").

2. Purchase and Sale: Settlement of All Claims. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell the Property to Buyer and settle all related claims, including but not limited to, compensation for the Property and compensation for all damages of every kind and nature suffered, or to be suffered, by reason of the acquisition of the Property and construction of the Project for which the Property is being acquired; and Buyer agrees to purchase the Property from Seller, and settle all related claims, upon the terms and conditions herein set forth.

3. Compensation. The total purchase price for the Permanent Easement and the use of the Temporary Construction Easement is THIRTY-NINE THOUSAND DOLLARS And NO CENTS ($39,000.00) (hereinafter, "Compensation"). It is understood and agreed between the Parties that payment of the Compensation includes, without limitation, payment for all improvements, if any, in or on the Permanent Easement and any improvements demolished as expressly permitted by this Agreement and/or the Temporary Construction Easement, which improvements the Parties acknowledge and agree are considered to be part of the realty or real property and are being acquired by City in this transaction and, therefore, may be removed and disposed of, without the obligation to replace or pay any consideration in addition to that set forth in this Agreement. Said improvements include six large palm trees, one large tree, one medium tree and thirty-four small trees.

4. Payment of Compensation. The Compensation shall be payable by Buyer as follows:

a. Closing Funds. Prior to the Close of Escrow, Buyer shall deposit or cause to be deposited with Escrow Holder, by a certified or bank cashier's check made payable to Escrow Holder or a confirmed wire transfer of funds, the Compensation plus or minus Escrow Holder's estimate of Buyer's closing costs, prorations and charges payable pursuant to this Agreement (the "Closing Funds").

b. Interest Bearing Accounts. Escrow Holder is hereby authorized to deposit Closing Funds into an interest-bearing account, and credit Buyer for said interest accrued prior to the Close of Escrow, provided however that Escrow Holder shall not be obligated to open such account until Escrow has received an executed form W-9 with appropriate taxpayer information from the Buyer. Escrow Holder shall deliver to Buyer a "Notice of Opportunity to Earn Interest" concurrently with Escrow Instructions.

5. Temporary Construction Easement. Seller's Grant of the Temporary Construction Easement ("TCE" or "TCE Deed") to City is subject to the terms and conditions of the TCE Deed attached hereto and incorporated herein by this reference.

a. It is understood and agreed that the amount payable in Paragraph 4 above includes Compensation in full for the actual possession and use of the Temporary Construction Easement identified as Parcel Number CV13 for the period commencing on July 1, 2024 and terminating on June 30, 2027. This easement may also be terminated prior to the above date by the City upon written notice to the Seller. In the event it is anticipated the use will extend beyond the prescribed time, the City and the Seller shall enter into

an amended contract to extend the term of the Temporary Construction Easement. The City shall provide Just Compensation for the extended period.

b. Seller shall and does hereby grant to City the Temporary Construction Easement pursuant to the terms and conditions described more particularly in the TCE Deed. Pursuant to the TCE Deed, City has the right to access and use the Temporary Construction Easement Area to facilitate the construction of the Project, and for all activities and uses necessary and convenient thereto in connection with the construction and operation of the Project as set forth in the TCE Deed and in accordance with the terms and conditions set forth therein.

c. A temporary construction barrier may be installed at or near the perimeter of the Temporary Construction Easement Area once the construction is started and the Temporary Construction Easement Area is disturbed by demolition and/or construction. At the expiration of the Temporary Construction Easement, Buyer shall, subject to reasonable wear and tear, restore the Temporary Construction Easement Area to a condition as near as practicable to the condition that existed immediately prior to Buyer's operations. Buyer shall not, however, be required to restore (i) landscaping or any other improvements for which Seller has been paid under terms of this Agreement, or (ii) any other changed condition or circumstance not resulting from Buyer's operations, negligence or greater fault to the pre-existing condition.

d. While on the Temporary Construction Easement Area, Buyer will comply with all applicable laws, rules and regulations. Buyer will be responsible and liable for any damage to the Property to the extent the same is both (i) proximately caused by the negligent acts or greater fault of Buyer in connection with its use or occupancy of the Property for the purposes specified herein and (ii) not (a) remedied in accordance with or otherwise resolved or covered as a result of the terms of this Agreement, including, without limitation, the payment(s) to be made hereunder and/or pursuant hereto or (b) permitted, contemplated, waived or released by the terms of this Agreement or the TCE Deed.

6A. General Waiver and Release. The Compensation represents full payment and just compensation for the Property and for all damages of every kind and nature suffered, or to be suffered, by reason of the acquisition of the Property and construction of the Project for which the Property is being acquired. By execution of this Agreement, Seller, and its successors

and assigns, shall be deemed to knowingly and voluntarily waive, release and discharge Buyer from liability or responsibility for or related to any right Seller has, has had, or may in the future have to any claim for additional compensation or damages or liability of any kind, whether known or unknown, foreseen or unforeseen, relating in any way to or arising out of:

[i] Buyer's acquisition of the Property, and/or

[ii] Any damage to the remainder incurred as a result of Buyer's acquisition of the Property and/or construction of the Project for which the Property is being acquired and/or

[iii] Any damage, loss of income revenue, or any and all other impacts to the business being operated at 85701 Avenue 50, Coachella, CA 92236

Seller, and its successors and assigns, knowingly and voluntarily waive and release Buyer, and any and all of Buyer's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from any and all claims, liabilities, losses, damages, actions, costs and expenses of any kind or nature as to the following: precondemnation damages; loss of goodwill, lost profits, injury or loss of machinery, fixtures, furniture and/or equipment, any right to repurchase, leaseback from Buyer, or receive any financial gain from, the sale of any portion of the Property, or challenge Buyer's adoption of a resolution of necessity, pursuant to Code of Civil Procedure sections 1245.245; any right to receive any notices pursuant to Code of Civil Procedure section 1245.245; any right to enforce any other obligation placed upon Buyer pursuant to Code of Civil Procedure sections 1245.245 and 1263.615; any other rights conferred upon Seller pursuant to Code of Civil Procedure sections 1245.245 and 1263.615 and 1263.025; and attorney's fees and costs.

6B. Waiver of Damages to the Remainder. Seller acknowledges and agrees that the Compensation is inclusive of, and payment of said Compensation constitutes full and complete satisfaction of, any and all claims for damages, including lost rents, to the remainder caused by either or both of the following: (a) The severance of the remainder from the Property; and/or (b) The construction and use of the Project for which the Property is taken (collectively, the "Severance Damages Claim"). Seller, and its successors and assigns, expressly, knowingly and voluntarily agree to fully and forever discharge Buyer, and any and all of Buyer's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from any and all further liability, responsibility or obligation to pay additional compensation of any kind whatsoever arising out of or in any way relating to Seller's Severance Damages Claim.

6C. Waiver of Additional Relocation Assistance and Compensation. Seller acknowledges and agrees that the Compensation is inclusive of, and payment of said Compensation constitutes full and complete satisfaction of, any and all claims for relocation assistance and compensation under applicable provisions of, *inter alia*, the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. §§ 4601 *et seq.*), California's Relocation Assistance Act (Gov. Code §§ 7260 *et seq.*), California and federal regulations resulting from Buyer's acquisition of the Property (hereinafter, "Relocation Claim"). Seller, and its successors and assigns, expressly, knowingly and voluntarily agree to fully and forever waive, release and discharge Buyer, and any and all of Buyer's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from any and all further liability, responsibility or obligation to pay additional compensation of any kind whatsoever arising out of or in any way relating to Seller's Relocation Claim.

6D. Compensation Inclusive of Lost Business Goodwill and Profits. Seller acknowledges and agrees that the Compensation is inclusive of, and payment of said Compensation constitutes full and complete satisfaction of, any and all claims for compensation for lost business goodwill under Code of Civil Procedure section 1263.510 *et seq.*, as well as compensation for lost profits, related to Buyer's acquisition of the Property and the Improvements (collectively, "Goodwill and Lost Profits Claim"). Seller, and its successors and assigns, expressly, knowingly and voluntarily agree to fully and forever waive, release and discharge Buyer, and any and all of Buyer's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from any and all further liability, responsibility or obligation to pay additional compensation of any kind whatsoever arising out of or in any way relating to Seller's Goodwill and Lost Profits Claim.

6E. Waiver of Compensation for Additional Fixtures and Equipment. Seller acknowledges and agrees that the Compensation is inclusive of, and payment of said Compensation constitutes full and complete satisfaction of, any and all claims for compensation due to damage or loss of any and all of Seller's improvements pertaining to the realty, machinery, fixtures, inventory, equipment and/or personal property resulting from or related to Buyer's acquisition of the Property and the Improvements. Seller, and its successors and assigns, expressly, knowingly and voluntarily agree to fully and forever waive, release and discharge Buyer, and any and all of Buyer's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from any and all further liability, responsibility or obligation to pay additional compensation of any kind whatsoever arising out of or in any way relating to any damage to or loss of Seller's improvements pertaining to the realty, machinery, fixtures, inventory, equipment and/or personal property resulting from or related to Buyer's acquisition of the Property and the Improvements.

6F. Payment of Independent Appraisal Fee. Seller acknowledges and agrees that the Compensation is inclusive of, and payment of said Compensation constitutes full and complete satisfaction of, any and all claims arising from or related to any obligation imposed by Section 1263.025 of the Code of Civil Procedure to pay the reasonable costs, not to exceed five thousand dollars ($5,000), of an independent appraisal ordered by the owner of a property that the public entity offers to purchase under a threat of eminent domain, at the time the public entity makes the offer to purchase the property ("Section 1263.025 Claim"). Seller, and its successors and assigns, expressly, knowingly and voluntarily agree to fully and forever waive, release and discharge Buyer, and any and all of Buyer's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from any further liability, responsibility or obligation to pay additional compensation of any kind whatsoever arising out of or in any way relating to the Section 1263.025 Claim.

6G. Waiver of Rights Provided By Civil Code Section 1542. Seller acknowledges and agrees that it is familiar with the provisions of California Civil Code Section 1542, which is expressly understood by each party hereto to provide as follows:

* * * * *

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

* * * * *

Seller being aware of said code section hereby expressly waives any and all rights it may have thereunder, as well as under any other statute or common law principles of similar effect.

I HAVE READ AND UNDERSTOOD THE FOREGOING WAIVER OF RIGHTS UNDER CIVIL CODE SECTION 1542.

_____/_____
SELLER'S INITIALS

All of the agreements, waivers, releases and other terms and provisions of this Section 6 shall survive the Close of Escrow and the recording of the Easement Deeds.

7. Right of Entry for Construction Purposes ("Right of Entry"). Upon execution of this Agreement by Buyer and Seller, and deposit of funds in the amount of the Compensation into Escrow, Buyer shall have the right of possession and use of the Permanent Easement Area including, without limitation, the right to remove and dispose of improvements thereon,

thereat and/or thereto and construct the Project. The foregoing agreement of Seller shall survive the Closing, including, without limitation, the recording of the Grant of Easement or, at Buyer's election, the termination of this Agreement by either Party (whether Seller or Buyer) for any reason, including, without limitation, a breach by the other Party and/or the return of the Purchase Price deposit by Escrow Holder to Buyer on termination of this Agreement. Seller hereby grants permission to Buyer and/or its employees, contractors, agents and assigns, to enter upon the Property prior to the Closing of Escrow for the purpose of constructing the Project and accomplishing all necessary incidents thereto, provided that any entry into the residence or business of Seller or its tenant(s) shall be preceded by three days written Notice of Intent to Enter delivered to Seller, and no demolition or removal of Improvements shall commence prior to the vacation of Property.

The right of entry permission granted herein is granted in consideration of the location and construction of the Project and improvements, and incidents thereto, which it is understood is required by Buyer, and shall continue in effect until the Close of Escrow.

Pursuant to this **Paragraph 7**, Buyer shall indemnify, defend and hold the Seller harmless from and against any damages, liabilities, judgments, claims, expenses, and penalties resulting from Buyer's use of this Right of Entry by Buyer and its agents, contractors, and employees.

8. Escrow.

a. Opening of Escrow. For purposes of this Agreement, the Escrow shall be deemed opened on the date Escrow Holder shall have received an executed counterpart of this Agreement from both Buyer and Seller ("Opening Date"). Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened and the Closing Date, as defined in **Paragraph 8(b),** below. In addition, Buyer and Seller agree to execute, deliver, and be bound by any reasonable or customary supplemental escrow instructions of Escrow Holder, or other instruments as may reasonably be required by Escrow Holder, in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend, or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control.

b. Close of Escrow. For purposes of this Agreement, "Close of Escrow" shall be defined as the date that the conveyance instruments, the form of which are attached hereto as **Exhibit "C"** and **Exhibit "D"** ("Easement Deeds") conveying the Property to Buyer, is recorded in the Official Records of Riverside County, California. This Escrow shall close within **sixty (60) days** of the Opening Date ("Closing Date").

9. Conditions of Title. It shall be a condition to the Close of Escrow and a covenant of Seller that title to the Property shall be conveyed to Buyer by Seller via the Easement Deeds, subject only to the following Approved Conditions of Title ("Approved Condition of Title"):

a. A lien to secure payment of real estate taxes, not delinquent.

b. The lien of supplemental taxes assessed pursuant to Chapter 3.5, commencing with Section 75 of the California Revenue and Taxation Code (Code), but only to the extent that such supplemental taxes are attributable to the transaction contemplated by this Agreement. Seller shall be responsible for, and hereby indemnifies Buyer and the Property against, any supplemental taxes assessed pursuant to the Code, to the extent that such taxes relate to events (including, without limitation, any changes in ownership and/or new construction) occurring prior to the Close of Escrow.

c. Matters affecting the Approved Condition of Title created by or with the written consent of Buyer.

d. Exceptions, which are disclosed by the Report, described in **Paragraph 11.a (1)** hereof and which are approved or deemed approved by Buyer in accordance with **Paragraph 11.a (1)** hereof.

Seller covenants and agrees that during the term of this Escrow, Seller will not cause or permit title to the Property to differ from the Approved Condition of Title described in this **Paragraph 9**. Any liens, encumbrances, easements, restrictions, conditions, covenants, rights, rights-of-way, or other matters affecting the Approved Condition of Title which may appear of record or be revealed after the date of the Report described in **Paragraph 11.a (1)** below, shall also be subject to Buyer's approval and must be eliminated, subordinated or ameliorated to Buyer's satisfaction by Seller prior to the Close of Escrow as a condition to the Close of Escrow for Buyer's benefit.

10. Title Policy. Title shall be evidenced by the irrevocable commitment of the Title Company to issue its CLTA Standard Form Policy or Binder of Title Insurance ("Title Policy") in the amount of the Compensation showing title to the Property vested in Buyer subject only to the Approved Condition of Title.

11. Conditions to Close of Escrow.

a. Conditions to Buyer's Obligations. The Close of Escrow and Buyer's obligation to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions for Buyer's benefit on or prior to the dates designated below for the satisfaction of such conditions:

(1) Title. Buyer shall have approved the legal descriptions of the Property attached hereto as **Exhibit "A"** and any matters of title as disclosed by the following documents ("Title Documents") to be delivered to Buyer at Buyer's sole cost and expense: (i) standard preliminary title report ("Report") dated on or after the date of this Agreement issued by Commonwealth Land Title Insurance Company ("Title Company") with respect to the Property (ii) legible copies of all documents, whether recorded or unrecorded, referred to in the Report. Seller shall cause the Title Company to deliver the Title Documents to Buyer within **seven (7) days** after the Opening of Escrow. Buyer shall have until **thirty (30) days** after Opening Date ("Title Approval Date") to give Seller and Escrow Holder written notice ("Buyer's Title Notice") of Buyer's disapproval or conditional approval of any matters shown in the Title Documents. Failure of Buyer to give Buyer's Title Notice on or before the Title Approval Date shall be deemed to constitute Buyer's approval of all Title Documents. If Buyer disapproves or conditionally approves any matters of title shown in the Title Documents, Seller may, within **five (5) days** after its receipt of Buyer's Title Notice, elect to eliminate or ameliorate to Buyer's satisfaction the disapproved or conditionally approved title matters. Seller shall thereupon give Buyer written notice ("Seller's Title Notice") of those disapproved or conditionally approved title matters, if any, which Seller covenants and agrees to either eliminate from the Title Policy as exceptions to title to the Property or to ameliorate to Buyer's satisfaction by the Closing Date as a condition to the Close of Escrow for Buyer's benefit. If Seller does not elect to eliminate or ameliorate to Buyer's satisfaction some or all disapproved or conditionally approved title matters, or if Buyer disapproves of Seller's Title Notice, or if, despite its best efforts, Seller is unable to eliminate or ameliorate to Buyer's satisfaction all such disapproved matters prior to the Closing Date, then Buyer shall have the right to, by a writing delivered to Seller and Escrow Holder: (i) waive its prior disapproval, in which event said disapproved matters shall be deemed approved; or (ii) terminate this Agreement and the Escrow created pursuant thereto, in which event Buyer shall be entitled to the return of all monies previously deposited with Escrow Holder and/or released to Seller pursuant to this Agreement, and the Escrow and the rights and obligations of the parties hereunder shall thereafter terminate.

Notwithstanding anything to the contrary contained in this paragraph, Buyer hereby objects to all liens evidencing monetary encumbrances (other than liens for nondelinquent property taxes) and Seller agrees to cause all such liens to be eliminated at Seller's sole cost and expense prior to the Closing Date.

(2) Review and Approval of Documents and Materials. Within **seven (7) days** after the Opening of Escrow, Seller shall deliver to Buyer, at Seller's sole cost and expense, for Buyer's review and approval, the most recent property tax statements for the Property. For a period of **five (5) days** following Buyer's receipt of the tax statements from Seller ("Contingency Period"), Buyer shall have the right to review and approve or disapprove, in its sole and subjective discretion, any or all of the tax statements. Failure of Buyer to approve any of the tax statements on or before the expiration of the Contingency Period shall be deemed to constitute Buyer's disapproval thereof.

(3) Representations, Warranties, and Covenants of Seller. Seller shall have duly performed each and every agreement to be performed by Seller hereunder and Seller's representations, warranties, and covenants set forth in **Paragraph 17** shall be true and correct as of the Closing Date.

(4) No Material Changes. At the Closing Date, there shall have been no material adverse changes in the physical or financial condition of the Property and there shall have been no material adverse change in the financial condition of Seller or any general partners of Seller.

(5) Inspections and Studies. On or before **thirty (30) days** after Opening Date ("Due Diligence Period"), Buyer shall have approved the results of any and all inspections, investigations, tests and studies (including, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies, environmental studies, soil and structure investigation and analysis, seismic and geologic reports) with respect to the Property (including all structural and mechanical systems and leased areas) as Buyer may elect to make or obtain. The failure of Buyer to disapprove said results on or prior to the expiration of the Due Diligence Period shall be deemed to constitute Buyer's approval of the results. The cost of any such inspections, tests and studies shall be borne by Buyer. During the term of this Escrow, Buyer, its agents, contractors and subcontractors shall have the right to enter upon the Property, at reasonable times during ordinary business hours, to make any and all inspections and tests as may be necessary or desirable in Buyer's sole judgment and

discretion. Buyer shall use care and consideration in connection with any of its inspections. Buyer shall indemnify and hold Seller and the Property harmless from any and all damage arising out of, or resulting from the negligence of Buyer, its agents, contractors and/or subcontractors in connection with such entry and/or activities upon the Property.

(6) Property Disclosure Report. Buyer and Seller acknowledge that they are aware of the "Natural Hazard Disclosure Law, California AB1195" wherein it is the responsibility of Seller and/or Seller's Agent to provide the Buyer with a Property Disclosure Report regarding Natural Hazard Zones. The parties hereby instruct Escrow Holder NOT to order a Property Disclosure Report regarding Natural Hazard Zones. Escrow Holder has NO responsibility in connection with this report. It shall be the responsibility of the Seller and Buyer to handle said report outside of the Escrow and Escrow Holder shall NOT be concerned with obtaining the report.

(7) Pest Inspection Waiver. Buyer and Seller acknowledge that there will be NO pest inspection, report, completion, or certification provided through Escrow, and Buyer and Seller further relieve Escrow Holder of any liability in connection with this provision. Buyer hereby waives its right to a pest inspection, report, completion or certification through this Escrow.

(8) Execution of Documents. Seller's execution and deposit into Escrow of the documents and instruments to be deposited by Seller as set forth in **Paragraph 12** of this Agreement.

b. Conditions to Seller's Obligation. For the benefit of Seller, the Close of Escrow shall be conditioned upon the occurrence and/or satisfaction of each of the following conditions (or Seller's waiver thereof, it being agreed that Seller may waive any or all of such conditions):

(1) Buyer's Obligations. Buyer shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Buyer, and

(2) Buyer's Representations. All representations and warranties made by Buyer to Seller in this Agreement shall be true and correct as of the Close of Escrow.

(3) Execution of Documents. Buyer's execution and deposit into Escrow of the funds, documents and instruments to be deposited by Buyer as set forth in **Paragraph 13** of this Agreement.

12. Deposits by Seller. At least **one (1) business** day prior to the Close of Escrow, Seller shall deposit or cause to be deposited with Escrow Holder the following documents and instruments:

a. Seller's Certificate. A Certificate of Nonforeign Status ("Seller's Certificate"), duly executed by Seller in the form attached hereto as **Exhibits "E-1" and "E-2".**

b. Easement Deeds. The Easement Deeds conveying the Property to Buyer duly executed by Seller, acknowledged and in recordable form in the form attached hereto as **Exhibit "C"** and **Exhibit "D".**

c. Other Documents. Such other documents and instruments as Escrow Holder may reasonably require in order to accomplish the Closing of Escrow.

13. Deposits by Buyer. Buyer shall deposit, or cause to be deposited with Escrow Holder, the funds which are to be applied toward the payment of the Compensation in the amounts and at the times designated in **Paragraph 4** above (as reduced by the prorations and credits hereinafter provided), and such other documents and instruments as Escrow Holder may reasonably require in order to accomplish the Closing of Escrow.

14. Costs and Expenses.

a. Costs to Buyer. The cost and expense of the Title Policy attributable to CLTA coverage, plus, if required, the cost attributable to an endorsement insuring Buyer's title against any mechanics' liens as of the Closing Date, shall be paid by Buyer. The escrow fee of Escrow Holder shall be paid by Buyer. Buyer shall pay all documentary transfer taxes payable in connection with the recordation of the Easement Deeds. The amount of such transfer taxes shall not be posted on the Easement Deeds, but shall be supplied by separate affidavit. Buyer shall pay the Escrow Holder's customary charges to Buyer and Seller for document drafting, recording, and miscellaneous charges. If, as a result of no fault of Buyer or Seller, Escrow fails to close, Buyer shall pay all of Escrow Holder's fees and charges.

b. Costs to Seller. Seller shall pay any costs specifically associated with providing clear title to the Property to Buyer, including, without limitation, costs of eliminating or ameliorating any disapproved matters pursuant to **Paragraph 11a(1)** and any and all fees charged by Seller's lender in connection with this transaction. Penalties for prepayment of bona fide obligations secured by any existing deed of trust or mortgage shall be waived pursuant to Civil Code Procedures Section 1265.240.

15. Prorations. The following prorations shall be made between Seller and Buyer on the Closing Date, computed as of the Closing Date:

a. Taxes. Real and personal property taxes and assessments on the Property shall be prorated on the basis that Seller is responsible for (i) all such taxes for the fiscal year of the applicable taxing authorities occurring prior to the "Current Tax Period," and (ii) that portion of such taxes for the Current Tax Period determined on the basis of the number of days which have elapsed from the first day of the Current Tax Period to the Closing Date, (not inclusive of the Close of Escrow date), whether or not the same shall be payable prior to the Closing Date. The phrase "Current Tax Period" refers to the fiscal year of the applicable taxing authority in which the Closing Date occurs. In the event that as of the Closing Date the actual tax bills for the year or years in question are not available, and the amount of taxes to be prorated as aforesaid cannot be ascertained, then rates and assessed valuation of the previous year, with known changes, shall be used, and when the actual amount of taxes and assessments for the year or years in question shall be determinable, then such taxes and assessments will be re-prorated between the parties to reflect the actual amount of such taxes and assessments. Buyer and Seller hereby acknowledge that the Buyer is a tax-exempt entity and is therefore not responsible for paying any prorated property taxes. Escrow Holder is hereby authorized and instructed to issue a check for the prorated share of Seller's _____/_____ _____ installment taxes, from _____ _____, 20__ to the Close of Escrow (not inclusive of the Close of Escrow Date), from the Seller's proceeds at the close of escrow. Said check shall be made out to the Riverside County Tax Collector and delivered to Buyer at the close of escrow for processing. Any refund due the Seller from Riverside Tax Collector will be handled outside of escrow.

b. Rents and Security Deposit. Seller warrants that the information provided on Lessor/Owner Certification of Tenants and Lease attached as **Exhibit "F"** and **Exhibit "G"** and/or provided to Escrow is correct. Seller warrants that there are no other tenants or written or oral leases on all or any portion of the Property and Seller further agrees to hold Buyer harmless and reimburse Buyer for any and all of its losses and expenses, including relocation assistance costs, occasioned by reason of any undisclosed lease of said property held by any undisclosed tenant of Seller. Within

seven (7) days after the Opening of Escrow, Seller shall provide to Buyer, a Tenant Estoppel, attached as **Exhibit "H"**, from each tenant of Seller, fully executed by Seller and tenant.

All rents shall be prorated as of the Close of Escrow. All rents derived from the Property up to and including the Close of Escrow date shall be paid to the Seller(s), and all rents derived thereafter shall be paid to the Buyer. If any rents on said property have been or are collected by the undersigned Seller(s) for any period beyond the Close of Escrow date, the undersigned Sellers(s) shall credit such rents amounts to the Buyer. Seller shall credit Buyer the amount of the security deposit from tenant currently on deposit with Seller.

c. Utilities – Owner Occupied Property. All gas, water, electricity, heat, fuel, sewer, other utilities and the operating expenses relating to the Property shall remain in the account of the Seller.

d. Utilities – Non-Owner Occupied Property. All gas, water, electricity, heat, fuel, sewer, and other utilities accounts under the name of the Seller, relating to the Property.

16. Disbursements and Other Actions by Escrow Holder. Upon the Close of Escrow, the Escrow holder shall promptly undertake all of the following in the manner indicated:

a. Prorations. Prorate all matters referenced herein, based upon the statement delivered into Escrow signed by the parties.

b. Recording. Cause the Easement Deeds and any other documents, which the parties hereto may mutually direct, to be recorded in the Official Records of Riverside County, California, in the order specified in writing by the parties. Escrow Holder is instructed not to affix the amount of documentary transfer tax on the face of the Easement Deeds, but to supply same by separate affidavit.

c. Funds. Disburse from funds deposited by Buyer with Escrow Holder toward payment of all items chargeable to the account of Buyer, pursuant thereto in payment of such costs, and disburse the balance of such funds, if any, to Buyer.

d. Documents to Buyer. Deliver the Seller's Certificate and Bill of Sale, executed by Seller, and, when issued, the Title Policy to Buyer.

e. Pay demands of existing lienholders.

f. Property Taxes. Escrow Holder shall issue a check for the prorated share of Seller's 20__/20__ ____ installment taxes, from _____ _____, 20__ to the Close of Escrow (not inclusive of the Close of Escrow Date), from the Seller's proceeds at the close of escrow. Said check shall be made out to the Riverside County Tax Collector and delivered to Buyer at the close of escrow for processing.

17. Seller's Representations and Warranties. In consideration of Buyer entering into this Agreement, and as an inducement to Buyer to purchase the Property, Seller makes the following representations and warranties, each of which is material and is being relied upon by Buyer (and the continued truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder):

a. Authorization. This Agreement has been duly and validly authorized, executed and delivered by Seller, and no other action is requisite to the execution and delivery of this Agreement by Seller.

b. Threatened Actions. There are no actions, suits or proceedings pending against, or, to the best of Seller's knowledge, threatened or affecting the Property in law or equity.

c. Third Party Consents. No consents or waivers of, or by, any third party are necessary to permit the consummation by Seller of the transactions contemplated pursuant to this Agreement.

d. No Violation of Law. To the best of Seller's knowledge, there is no violation of law or governmental regulation by Seller with respect to the Property.

e. Condemnation. To the best of Seller's knowledge, there are no pending or threatened proceedings in eminent domain or otherwise, which would affect the Property or any portion thereof.

f. Compliance with Law. To the best of Seller's knowledge, all laws, ordinances, rules, and requirements and regulations of any governmental agency, body, or subdivision thereof bearing on the Property have been complied with by Seller.

g. Agreements. There are no agreements (whether oral or written) affecting or relating to the right of any party with respect to the possession of the Property, or any portion thereof, which are obligations that will affect the Property or any portion thereof subsequent to the recordation of the Easement Deeds, except as

may be reflected in the Condition of Title, which shall have been approved by Buyer pursuant to the terms of this Agreement.

h. Documents. To the best of Seller's knowledge, all documents delivered to Buyer pursuant to this Agreement are true and correct copies of originals, and any and all information supplied to Buyer by Seller in accordance with **Paragraph 11a(2)** hereof is true and accurate.

i. Utilities. To the best of Seller's knowledge, all water, sewer, gas, electric, telephone and drainage facilities, and all other utilities required by law and by the normal operation of the Property are fully installed, function properly and are adequate to service the Property.

j. Licensed Permits. To the best of Seller's knowledge, Seller has acquired all licenses, permits, easements, rights-of-way, including without limitation, all building and occupancy permits from any governmental authority having jurisdiction.

k. Maintenance Contracts. There are no maintenance, service, or similar agreements (whether oral or written) affecting or relating to the Property, except as provided to and approved by Buyer in accordance with **Paragraph 11a(2)** hereof.

l. Hazardous Substances. To the best of Seller's knowledge, and/or Except as revealed by Seller to Buyer herein, Seller has no actual knowledge that there are hazardous substances (as defined below) in existence on or below the surface of the Property, including without limitation, contamination of the soil, subsoil or groundwater, which constitutes a violation of any law, rule, or regulation of any governmental entity having jurisdiction thereof, or which exposes Buyer to liability to third parties. Seller has not used the Property, or any portion thereof, for the production, disposal, or storage (whether by means of underground storage tanks or otherwise) of any hazardous substances, and Seller has no actual knowledge that there has been such prior use of the Property, or any portion thereof; or that there has been any proceeding or inquiry by any governmental authority with respect to the presence of such hazardous substances on the Property or any portion thereof. Without limiting the other provisions of this Agreement, Seller shall cooperate with Buyer's investigation of matters relating to the foregoing provisions of this paragraph, and provide access to and copies of, any data and/or documents dealing with potentially hazardous substances used at the Property and any disposal practices followed. Seller agrees that Buyer may, with Seller's prior approval, make inquiries of governmental agencies regarding such matters, without liability to Seller for the outcome of such discussions. For purposes of this Agreement, the term "hazardous substances" means: (i) any

substance, product, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environment Response, Compensation and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Hazardous Material Transportation Conservation and Recovery Act, 42 United States Code Section 1801 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq.; the California Hazardous Substance Account Act, Health and Safety Code Section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280 et seq. (Underground Storage or Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Section 25170.1 et seq.; California Health and Safety Code Section 25501 et seq. (Hazardous Materials Release Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Section 13000 et seq., all as amended (the above-cited California state statue are hereinafter collectively referred to as "the State Toxic Substances Laws") or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous or toxic substance hereafter in effect; (ii) any substance, product, waste, or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (iii) petroleum or crude oil other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and (iv) asbestos.

m. Indemnity. Seller agrees to indemnify, defend with counsel selected by Buyer, protect and hold harmless Buyer, its directors, officers, employees, agents, assigns, and any successor or successors to Buyer's interest from and against all claims, actual damages (including, but not limited to, special and consequential damages), punitive damages, injuries, costs, response costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including, but not limited to, attorneys' and expert witness' fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, the Property, or any indemnified party directly or indirectly arising from or attributable to: (i) any breach by Seller of any of its agreement warranties or representations set forth in this Agreement; (ii) any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response,

closure, or other plan concerning any hazardous substance on, under, or about the Property, regardless of whether undertaken due to governmental action, (iii) any amounts expended by Buyer to secure exclusive possession free of any occupant disclosed in **Exhibit "F"** of this Agreement after the agreed-upon vacation date set forth in **Paragraph 26** of this Agreement, or (iv) any amounts expended by Buyer to secure have removed any tenants or occupants not disclosed in **Exhibit "F"** of this Agreement after the agreed-upon vacation date set forth in **Paragraph 26** of this Agreement. To the fullest extent permitted by law, the foregoing indemnification shall apply regardless of the fault, active or passive negligence, and breach of warranty or contract of Buyer. The foregoing indemnity is intended to operate as an agreement pursuant to CERCLA Section 107(e), of 42 United States Code Section 9607(E), and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify Buyer from any liability pursuant to such sections.

n. Pollutants. No pollutants or waste materials from the Property have ever been discharged by Seller into any body of water, and Seller has no actual knowledge of any such pollution emission by any other person or entity.

o. Waste Disposal. No portion of the Property has ever been used by Seller as a waste storage or disposal site, and Seller is not aware of any such prior uses.

p. No Notices. Seller has received no written notice of any change contemplated in any applicable laws, ordinances or restrictions, or any judicial or administrative action, or any action by adjacent landowners, or natural or artificial conditions upon the Property which would prevent, impede, limit, or render more costly Buyer's contemplated use of the Property.

q. No Other Occupants. Seller warrants that the information provided on Lessor/Owner Certification of Tenants attached as **Exhibit "F"** and/or provided to Escrow is correct. Seller warrants that there are no other tenants or occupants, or written or oral leases, on all or any portion of the Property and Seller further agrees to hold Buyer harmless and reimburse Buyer for any and all of its losses and expenses, including relocation assistance costs, occasioned by reason of any undisclosed lease of said property held by any undisclosed tenant or occupant of Seller. Seller agrees not to assign, transfer or sell to any third party any right, title or interest Seller has in the Property.

r. Vacation of Property. Seller hereby represents, warrants and covenants to Buyer that, by the date as agreed upon in **Paragraph 26** of this Agreement, Seller will deliver exclusive possession of the Property to Buyer.

18. Buyer's Representations and Warranties. In consideration of Seller entering into this Agreement, and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations and warranties, each of which is material and is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder):

a. This Agreement and all documents executed by Buyer under this Agreement which are to be delivered to Seller are, or at the time of Close of Escrow will be, duly authorized, executed, and delivered by Buyer, and are, or at the Close of Escrow will be legal, valid, and binding obligations of Buyer, and do not, and at the Close of Escrow will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject.

b. The representations and warranties of Buyer set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

19. Damage or Condemnation Prior to Closing. Seller shall promptly notify Buyer of any knowledge by Seller of casualty to the Property or any condemnation proceeding commenced prior to the Close of Escrow. If any such damage or proceeding relates to, or may result in, the loss of any material portion of the Property, Seller or Buyer may, at their option, elect either to:

(a) Terminate this Agreement, in which event all funds deposited into Escrow by Buyer shall be returned to Buyer and neither party shall have any further rights or obligations hereunder, or

(b) Continue the Agreement in effect, in which event upon the Close of Escrow Buyer shall be entitled to any compensation, awards, or other payments or relief resulting from such casualty or condemnation proceeding.

20. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by facsimile transmission with confirmation of receipt, (iii) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), or (iv) sent by United States Postal Service registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received upon the earlier of (a) if personally delivered, the date of delivery to the address of the person to receive such notice, or (b) if mailed, three business days after the date of posting by the

United States post office. Any notice, request, demand, direction, or other communication sent must be confirmed within 48 hours by letter mailed or delivered in accordance with the foregoing:

Notice of change of address shall be given by written notice in the manner detailed in this paragraph. Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given, shall be deemed to constitute receipt of the notice, demand, request, or communication sent. The addresses of the parties are:

To Buyer:
Juan A. Espinoza
85701 Avenue 50
Coachella, CA 92236
Phone: _____

With a Copy To:
_____
_____
_____
Phone.: _____

To Seller:
City of Coachella
53-990 Enterprise Way
Coachella, CA 92236
760-398-3502
Attn: Andrew Simmons

With a Copy To:
_____
_____
_____
Phone.: _____

21. Legal Fees. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants or agreements, or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out of court settlement, shall be entitled to have and recover, of and from the other party, all costs and expenses of suit, including actual attorneys' fees.

22. Assignment. Seller may not assign, transfer or convey its rights or obligations under this Agreement without the prior written consent of Buyer, and then only if Seller's assignee assumes in writing all of Seller's obligations hereunder; provided, however, Seller shall in no event be released from its obligations hereunder by reason of such assignment.

23. Seller's Indemnification. Seller hereby agrees to indemnify, defend and hold harmless Buyer from and against any and all obligations, liabilities, claims, liens, encumbrances, losses, damages, costs and expenses, including without limitation, attorneys' fees, whether direct, contingent, or consequential, incurred by Buyer relating to the Property and arising or accruing from acts, occurrences, or matters that take place on or before the Close of Escrow or resulting from any breach by Seller of their representations, warranties and covenants contained in this Agreement. Seller agrees to pay, at its sole cost and expense, when due, any and all brokerage commissions, finder's fees or other fees or commissions in the nature thereof heretofore or hereafter incurred prior to close of escrow.

24. Miscellaneous.

a. Survival of Covenants. The indemnities, covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the recordation of the Easement Deeds and the Close of Escrow.

b. Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated, and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

c. Time of Essence. Time is of the essence of each and every term, condition, obligation, and provision hereof.

d. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

e. Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

f. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto.

g. Exhibits and Schedules. The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference.

h. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

i. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

j. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with the exception of definitions to be construed under Federal laws cited in **Paragraph 15(l).**

k. Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.

l. Entire Agreement. This Agreement supersedes any prior agreements, negotiations, and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby.

m. Severability. If any term or provision of this Agreement is, to any extent, held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected.

n. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

o. No Brokers. Each party warrants and represents to the other that no brokers or finders have been retained or consulted in connection with this transaction. Each party agrees to defend, indemnify, protect and hold harmless the other party from

any claims, expenses, costs, or liabilities arising in connection with a breach of that party's representations, warranties, or covenants under this Agreement.

25. Indemnification of Escrow Holder.

a. If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy, Buyer and Seller agree, jointly and severally, to hold Escrow Holder free and harmless from any loss or expense, including attorneys' fees, that may be suffered by it by reason thereof except for losses or expenses as may arise from Escrow Holder's negligent or willful misconduct. If conflicting demands are made or notices served upon Escrow Holder with respect to this Agreement, the parties expressly agree that Escrow Holder shall be entitled to file a suit in interpleader and obtain an order from the court requiring the parties to interplead and litigate their several claims and rights among themselves. Upon the filing of the action in interpleader, Escrow Holder shall be fully released and discharged from any obligations imposed upon it by this Agreement; and

b. Escrow Holder shall not be liable for the sufficiency or correctness as to form, manner, execution, or validity of any instrument deposited with it, nor as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with any of the provisions of any agreement, contract or other instrument filed with Escrow Holder, or referred to herein. Escrow Holder's duties hereunder shall be limited to the safekeeping of all monies, instruments, or other documents received by it as Escrow Holder, and for their disposition in accordance with the terms of this Agreement.

26. Intentionally Deleted

27. Independent Advice of Counsel. The parties hereto and each of them, represent and declare that in executing this Agreement they rely solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently selected counsel, concerning the nature, extent and duration of their rights and claims, and that they have not been influenced to any extent whatsoever in executing the same by any of the parties hereto or by any person representing them, or any of them. The parties hereto, and each of them, further represent and declare that they have carefully read this Agreement and know the contents thereof, and that they sign the same freely and voluntarily.

28. Risk of Loss. All risk of loss or damages to the Improvements to be sold to Buyer pursuant to this Agreement shall be borne by Seller until the Close of Escrow. If any or all of the Improvements are lost or destroyed or damaged by fire or any other cause during the Escrow

period, Seller shall promptly give notice to Buyer of such damage or destruction and the amount of insurance, if any, covering such damaged or destroyed property, and Buyer shall have the option in its reasonable determination, which shall be exercised within ten (10) days after receipt of notice from Seller, of (a) accepting such property in its damaged or destroyed condition, in which event any insurance proceeds payable to Seller shall be assigned to Buyer; or (b) excluding such damaged or destroyed property from this Agreement, in which event there shall be a reduction in the Compensation for the damaged or destroyed property as the Parties shall agree, provided, that if the Parties are reasonably and in good faith unable to agree on a reduction in the Compensation within thirty (30) days after Buyer's receipt of Seller's notice, this Agreement shall terminate and the Parties shall have no further obligations hereunder except for those that shall have accrued hereunder and remain undischarged. In the event of damage or destruction of all or any portion of the Improvements by fire or other casualty, the scheduled Close of Escrow shall be extended as necessary to afford the Parties the time frames for notices and deliberations contemplated by this **Paragraph**.

29. Intentionally Deleted

30. Restoration of Property. Buyer agrees that it will, at Buyer's sole cost and expense, restore the Property area to a condition as near as practicable to the condition that existed immediately prior to Buyer's possession or use of the Property for the Project, unless otherwise agreed by the parties.

31. The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

32. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

<INTENTIONALLY LEFT BLANK>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"Buyer"

CITY OF COACHELLA, a Municipal Corporation

By: _____
Name: **Andrew Simmons**
Title: **City Engineer**

Date: _____

"Seller"

JUAN A. ESPINOZA, A SINGLE MAN

By: _____
Name of Seller: **Juan A. Espinoza**

Date: 7-12-24

EXHIBITS

Exhibit A: Legal Description for Parcel No. CV-13

Exhibit B: Plat Map for Parcel No. CV-13

Exhibit C: Permanent Roadway Easement Deed for Parcel No. CV-13

Exhibit D: Temporary Construction Easement Deed for Parcel No. CV-13

Exhibit E: Fixtures and Equipment List

Exhibits E-1 : Seller's Certificate aka FIRPTA

Exhibits E-2 : Seller's Certificate aka FIRPTA

Exhibit F: Tenant List

Exhibit G: Lease

Exhibit H: Tenant Estoppel

Exhibit I: Bill of Sale

Exhibit J: Disclaimer of Ownership

EXHIBIT "A"

Legal Description Parcel No. CV-13

EXHIBIT 'A'
LEGAL DESCRIPTION

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ALL THAT CERTAIN PORTION OF PARCEL 1 OF PARCEL MAP NO. 19155 AS SHOWN BY MAP RECORDED IN BOOK 130, PAGES 80 AND 81 OF PARCEL MAPS, RECORDS OF THE RIVERSIDE COUNTY RECORDER'S OFFICE, AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 1;

THENCE ALONG THE EAST LINE OF SAID PARCEL 1, SOUTH 00°05'00" EAST A DISTANCE OF 41.51 FEET TO ITS INTERSECTION WITH A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,403.00 FEET, A RADIAL LINE TO SAID INTERSECTION BEARS NORTH 13°26'22" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 222.94 FEET THROUGH A CENTRAL ANGLE OF 09°06'17" TO ITS INTERSECTION WITH THE WEST LINE OF SAID PARCEL 1, A RADIAL LINE TO SAID INTERSECTION BEARS NORTH 04°20'05" EAST;

THENCE ALONG SAID WEST LINE, NORTH 00°04'55" WEST A DISTANCE OF 7.04 FEET THE NORTHWEST CORNER THEREOF;

THENCE ALONG THE NORTH LINE OF SAID PARCEL 1, NORTH 89°59'02" EAST A DISTANCE OF 219.99 FEET TO THE **POINT OF BEGINNING.**

CONTAINING: 4,683.2 SQUARE FEET, MORE OR LESS.

TOGETHER WITH AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, A STRIP OF LAND 10.00 FEET IN WIDTH LYING SOUTHERLY OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE;

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 1;

THENCE ALONG THE EAST LINE OF SAID PARCEL 1, SOUTH 00°05'00" EAST A DISTANCE OF 41.51 FEET TO ITS INTERSECTION WITH A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,403.00 FEET, A RADIAL LINE TO SAID INTERSECTION BEARS NORTH 13°26'22" EAST AND THE **TRUE POINT OF BEGINNING**;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 222.94 FEET THROUGH A CENTRAL ANGLE OF 09°06'17" TO ITS INTERSECTION WITH THE WEST LINE OF SAID PARCEL 1, A RADIAL LINE TO SAID INTERSECTION BEARS NORTH 04°20'05" EAST, AND THE **TERMINUS OF THE LINE** DESCRIBED HERE.

THE SOUTHERLY LINE IS TO BE LENGTHENED OR SHORTHENED AS TO TERMINATE IN THE EAST AND WEST LINES OF SAID PARCEL 1.

CONTAINING: 2,229.6 SQUARE FEET, MORE OR LESS.

Seller's Initials Buyer's Initials

Project Name : City of Coachella SR 86/Avenue 50 New Interchange
Federal Project No.: BR NBIL 536
Parcel No. : CV13
APN : 778-170-005

EXHIBIT 'A'
LEGAL DESCRIPTION

SUBJECT TO ALL COVENANTS, RIGHTS, RIGHT-OF-WAYS AND EASEMENTS OF RECORD.

SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

NV5 INC.:
PREPARED BY ME OR UNDER MY DIRECTION:

Jay S. Fahrion 5/23/23

JAY S. FAHRION — DATE
PLS NO. 8207



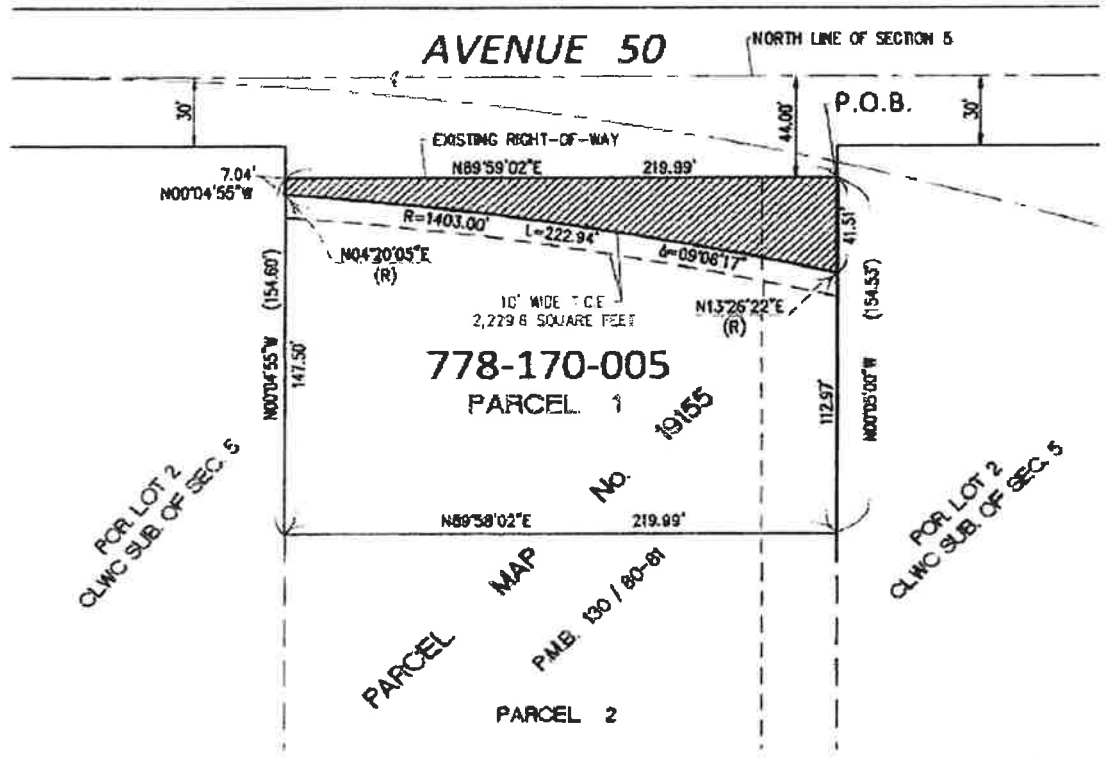
Project Name : City of Coachella SR 86/Avenue 50 New Interchange
Federal Project No.: BR NBIL 536
Parcel No. : CV13
APN : 778-170-005

Seller's Initials ____/____ Buyer's Initials

EXHIBIT "B"

Plat Map for Parcel No. CV-13

EXHIBIT 'B'



NOTES:

- CLWC INDICATES COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SEC. 5, M.B. 4/53.
- P.O.B. POINT OF BEGINNING
- O.R. OFFICIAL RECORDS
- M.B. MAP BOOK
- (R) INDICATES RADIAL BEARING
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT

AS DESCRIBED IN ATTACHED EXHIBIT 'A' LEGAL DESCRIPTION;
CONTAINS: 4,683.2 SQUARE FEET, MORE OR LESS

0 30' 60'
1" = 60'

POR. SEC. 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, S.B.M.
IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE

NV5
42-829 COOK STREET, SUITE 104 PALM DESERT, CA 92211
760.341.3101 TEL 760.341.5959 FAX WWW.NV5.COM

AVENUE 50 BRIDGE PROJECT
ADDITIONAL RIGHT-OF-WAY

PREPARED FOR: ANGENIOUS ENG. SER. DATE: SEPT. , 2022

SHEET NUMBER 1 OF 1 SHEETS
JOB NUMBER 827831-000184.00

Project Name : City of Coachella SR 86/Avenue 50 New Interchange
Federal Project No.: BR NBIL 536
Parcel No. : CV13
APN : 778-170-005

Seller's Initials Buyer's Initials

Recorded at the request of

City of Coachella

When Recorded Mail to:
City of Coachella
c/o: Paragon Partners
Consultants, Inc.
5600 Katella Avenue, Suite 100
Cypress, CA 90630

EXHIBIT C
EXHIBIT ONLY - DO NOT SIGN

This document is recorded for the benefit of the City of Coachella and is therefore exempt from the payment of the recording fee pursuant to Government code Section 6103 and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

Space above this line for Recorder's Use

PERMANENT ROADWAY EASEMENT DEED

Parcel No. CV-13

Assessor's Parcel Number: 778-170-005
Federal Project No. BR-NBIL 536

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, JUAN A. ESPINOZA, A SINGLE MAN ("GRANTORS"), hereby grant to the CITY OF COACHELLA, a municipal corporation, ("GRANTEE"), its successors and assigns, for public street and public utilities purposes, an easement in, over, under, upon, and across all that real property situated in the City of Coachella, County of Riverside, State of California described as follows:

FOR LEGAL DESCRIPTION AND PLAT MAP, SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Dated this _____ day of _____, 20_____.

JUAN A. ESPINOZA, A SINGLE MAN

By: _____
Juan A. Espinoza

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)
) ss
County of _____)

On _____ before me, _____,
(Name of Notary)

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

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

WITNESS my hand and official seal.

_____
(Notary Signature)

Project Name : City of Coachella SR 86/Avenue 50 New Interchange
Federal Project No.: BR NBIL 536
Parcel No. : CV13
APN : 778-170-005

_____/_____ _____/_____
Seller's Initials Buyer's Initials

EXHIBIT 'A'
LEGAL DESCRIPTION

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ALL THAT CERTAIN PORTION OF PARCEL 1 OF PARCEL MAP NO. 19155 AS SHOWN BY MAP RECORDED IN BOOK 130, PAGES 80 AND 81 OF PARCEL MAPS, RECORDS OF THE RIVERSIDE COUNTY RECORDER'S OFFICE, AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING: 2,229.6 SQUARE FEET, MORE OR LESS.

Seller's Initials Buyer's Initials

Project Name : City of Coachella SR 86/Avenue 50 New Interchange
Federal Project No.: BR NBIL 536
Parcel No. : CV13
APN : 778-170-005

EXHIBIT 'A'
LEGAL DESCRIPTION

SUBJECT TO ALL COVENANTS, RIGHTS, RIGHT-OF-WAYS AND EASEMENTS OF RECORD.

SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

NV5 INC.:
PREPARED BY ME OR UNDER MY DIRECTION:

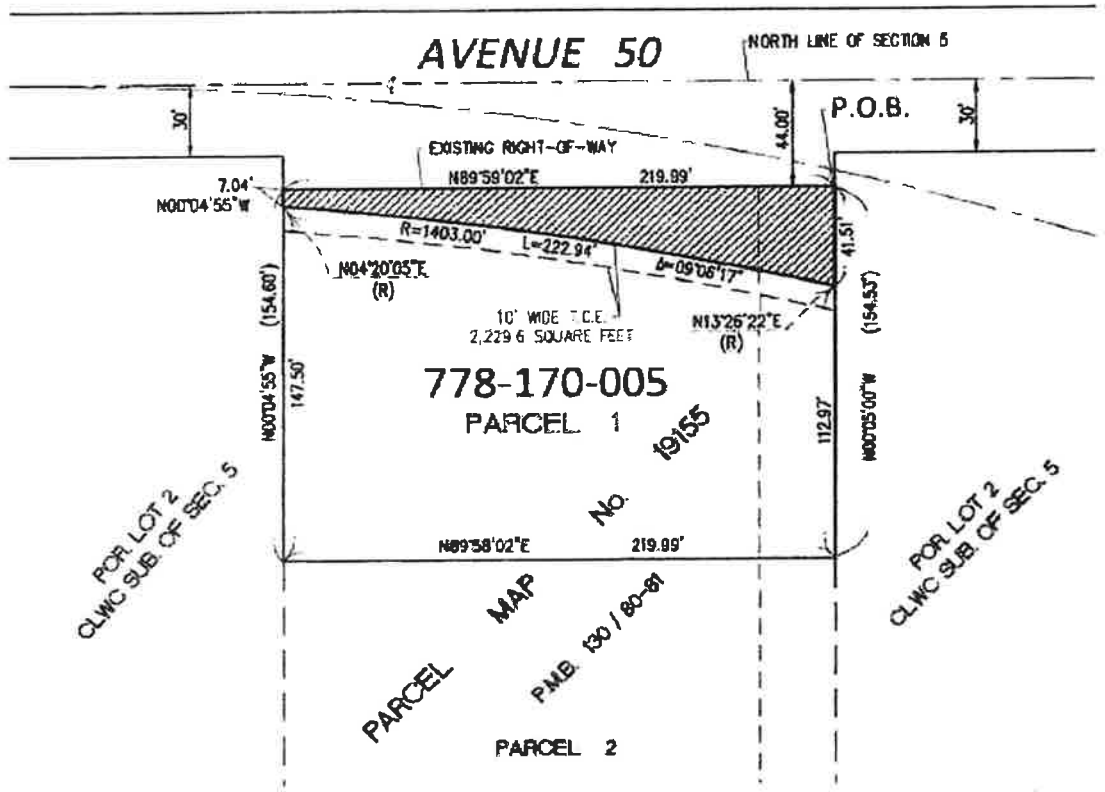
Jay S. Fahrion 5/23/23
JAY S. FAHRION DATE
PLS NO. 8207



Project Name : City of Coachella SR 86/Avenue 50 New Interchange
Federal Project No.: BR NBIL 536
Parcel No. : CV13
APN : 778-170-005

Seller's Initials Buyer's Initials

EXHIBIT 'B'



NOTES:

CLWC INDICATES COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SEC 5, M.B. 4/53.
P.O.B. POINT OF BEGINNING
O.R. OFFICIAL RECORDS
M.B. MAP BOOK
(R) INDICATES RADIAL BEARING
T.C.E. TEMPORARY CONSTRUCTION EASEMENT

AS DESCRIBED IN ATTACHED EXHIBIT 'A' LEGAL DESCRIPTION;
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NV5
42-829 COOK STREET, SUITE 104 PALM DESERT, CA 92211
760 341 3101 TEL 760 341 5999 FAX WWW.NV5.COM

AVENUE 50 BRIDGE PROJECT
ADDITIONAL RIGHT-OF-WAY

PREPARED FOR: ANGENIOUS ENG. SER. DATE: SEPT. , 2022

SHEET NUMBER 1 OF 1 SHEETS
JOB NUMBER 227621-0000150.00

Project Name : City of Coachella SR 86/Avenue 50 New Interchange
Federal Project No.: BR NBIL 536
Parcel No. : CV13
APN : 778-170-005

Seller's Initials Buyer's Initials

CERTIFICATE OF ACCEPTANCE

PERMANENT ROADWAY EASEMENT DEED

This is to certify that the interest in the real property conveyed by the Permanent Roadway Easement Deed from JUAN A. ESPINOZA, A SINGLE MAN **("GRANTORS")** to the **CITY OF COACHELLA ("GRANTEE")**, is hereby accepted by the undersigned on behalf of the City Council of the City of Coachella, and the GRANTEE consents to recordation thereof by its duly authorized officer.

Date

Andrew Simmons
City Engineer

Recorded at the request of

City of Coachella

City of Coachella
c/o: Paragon Partners
Consultants, Inc.
5600 Katella Avenue, Suite 100
Cypress, CA 90630

EXHIBIT D
EXHIBIT ONLY – DO NOT SIGN

This document is recorded for the benefit of the City of Coachella and is therefore exempt from the payment of the recording fee pursuant to Government code Section 6103 and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

Space above this line for Recorder's Use

TEMPORARY CONSTRUCTION EASEMENT DEED

Parcel No. CV-13

Assessor's Parcel Number: 778-170-005
Federal Project No. BR-NBIL 536

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, JUAN A. ESPINOZA, A SINGLE MAN, ("GRANTORS"), hereby grant to the CITY OF COACHELLA, a municipal corporation ("GRANTEE"), its successors and assigns, an exclusive Temporary Construction Easement for street, highway and public utility purposes over, under, and upon the real property in the City of Coachella, County of Riverside, State of California described as follows:

More particularly described and depicted in Exhibit "A" and Exhibit "B", attached hereto, and made apart hereof, together with all necessary and convenient means of ingress and egress to and from said easement or strip or parcel of land, for the purpose of constructing streets, highways, and public utilities.

Temporary Construction Easement shall be for a thirty-six (36) month period, to commence July 1, 2024 and to terminate June 30, 2027.

At the expiration of the Temporary Construction Easement, GRANTEE shall restore such property to a condition as near as practicable to the condition that existed immediately prior to GRANTEE'S operations.

Dated this _____ day of _____, 20_____.

JUAN A. ESPINOZA, A SINGLE MAN

By: _____
Juan A. Espinoza

Project Name : City of Coachella SR 86/Avenue 50 New Interchange
Federal Project No.: BR NBIL 536
Parcel No. : CV13
APN : 778-170-005

Seller's Initials Buyer's Initials

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)
) ss
County of _____)

On _____before me, _____,
(Name of Notary)

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

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

WITNESS my hand and official seal.

_____
(Notary Signature)

EXHIBIT 'A'
LEGAL DESCRIPTION

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ALL THAT CERTAIN PORTION OF PARCEL 1 OF PARCEL MAP NO. 19155 AS SHOWN BY MAP RECORDED IN BOOK 130, PAGES 80 AND 81 OF PARCEL MAPS, RECORDS OF THE RIVERSIDE COUNTY RECORDER'S OFFICE, AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 1;

THENCE ALONG THE EAST LINE OF SAID PARCEL 1, SOUTH 00°05'00" EAST A DISTANCE OF 41.51 FEET TO ITS INTERSECTION WITH A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,403.00 FEET, A RADIAL LINE TO SAID INTERSECTION BEARS NORTH 13°26'22" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 222.94 FEET THROUGH A CENTRAL ANGLE OF 09°06'17" TO ITS INTERSECTION WITH THE WEST LINE OF SAID PARCEL 1, A RADIAL LINE TO SAID INTERSECTION BEARS NORTH 04°20'05" EAST;

THENCE ALONG SAID WEST LINE, NORTH 00°04'55" WEST A DISTANCE OF 7.04 FEET THE NORTHWEST CORNER THEREOF;

THENCE ALONG THE NORTH LINE OF SAID PARCEL 1, NORTH 89°59'02" EAST A DISTANCE OF 219.99 FEET TO THE **POINT OF BEGINNING.**

CONTAINING: 4,683.2 SQUARE FEET, MORE OR LESS.

TOGETHER WITH AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, A STRIP OF LAND 10.00 FEET IN WIDTH LYING SOUTHERLY OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE;

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 1;

THENCE ALONG THE EAST LINE OF SAID PARCEL 1, SOUTH 00°05'00" EAST A DISTANCE OF 41.51 FEET TO ITS INTERSECTION WITH A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,403.00 FEET, A RADIAL LINE TO SAID INTERSECTION BEARS NORTH 13°26'22" EAST AND THE **TRUE POINT OF BEGINNING;**

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 222.94 FEET THROUGH A CENTRAL ANGLE OF 09°06'17" TO ITS INTERSECTION WITH THE WEST LINE OF SAID PARCEL 1, A RADIAL LINE TO SAID INTERSECTION BEARS NORTH 04°20'05" EAST, AND THE **TERMINUS OF THE LINE** DESCRIBED HERE.

THE SOUTHERLY LINE IS TO BE LENGTHENED OR SHORTENED AS TO TERMINATE IN THE EAST AND WEST LINES OF SAID PARCEL 1.

CONTAINING: 2,229.6 SQUARE FEET, MORE OR LESS.

Project Name : City of Coachella SR 86/Avenue 50 New Interchange
Federal Project No.: BR NBIL 536
Parcel No. : CV13
APN : 778-170-005

Seller's Initials Buyer's Initials

EXHIBIT 'A'
LEGAL DESCRIPTION

SUBJECT TO ALL COVENANTS, RIGHTS, RIGHT-OF-WAYS AND EASEMENTS OF RECORD.

SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

NV5 INC.:
PREPARED BY ME OR UNDER MY DIRECTION:

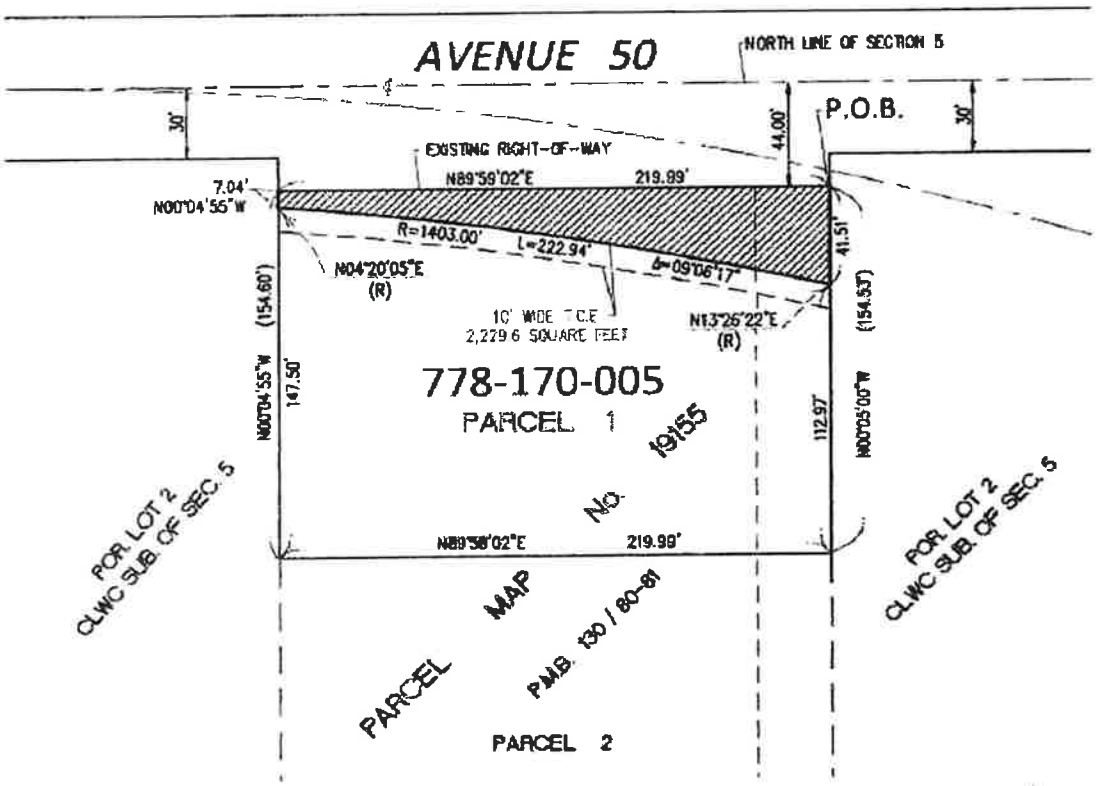
Jay S. Fahrion 5/23/23
JAY S. FAHRION DATE
PLS NO. 8207



Project Name : City of Coachella SR 86/Avenue 50 New Interchange
Federal Project No.: BR NBIL 536
Parcel No. : CV13
APN : 778-170-005

Seller's Initials Buyer's Initials

EXHIBIT 'B'



NOTES:

- CLWC INDICATES COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SEC. 5, M.B. 4/53.
- P.O.B. POINT OF BEGINNING
- O.R. OFFICIAL RECORDS
- M.B. MAP BOOK
- (R) INDICATES RADIAL BEARING
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT
- AS DESCRIBED IN ATTACHED EXHIBIT 'A' LEGAL DESCRIPTION; CONTAINS: 4,683.2 SQUARE FEET, MORE OR LESS

N

0 30' 60'

1" = 60'

POR. SEC. 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, S.B.M.
IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE

NV5 42-829 COOK STREET, SUITE 104 PALM DESERT, CA 92211 760.341.3101 TEL 760.341.5999 FAX WWW.NV5.COM	AVENUE 50 BRIDGE PROJECT ADDITIONAL RIGHT-OF-WAY PREPARED FOR ANGENIOUS ENG. SER. DATE. SEPT. , 2022	SHEET NUMBER 1 OF 1 SHEETS JOB NUMBER 227601-0000118.00

Project Name : City of Coachella SR 86/Avenue 50 New Interchange
Federal Project No.: BR NBIL 536
Parcel No. : CV13
APN : 778-170-005

Seller's Initials Buyer's Initials

CERTIFICATE OF ACCEPTANCE
TEMPORARY CONSTRUCTION EASEMENT

This is to certify that the interest in the real property conveyed by the Temporary Construction Easement from JUAN A. ESPINOZA, A SINGLE MAN, **("GRANTOR")** to the CITY OF COACHELLA, a municipal corporation **("GRANTEE")**, is hereby accepted by the undersigned on behalf of the City Council of the City of Coachella, and the GRANTEE consents to recordation thereof by its duly authorized officer.

_____
Date

_____
Andrew Simmons
City Engineer

EXHIBIT "E-1"
SELLER'S CERTIFICATE/ FIRPTA AFFIDAVIT

Section 1445 of the Internal Revenue Code provides that a transferee (Buyer) of a United States (U.S.) real property interest must withhold tax if the transferor (Seller) is a foreign person. To inform the Buyer that withholding of tax is not required upon my disposition of a U.S. real property interest, I, _____, Seller, hereby certify the following:

1. I am not a nonresident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income tax Regulations) for purposes of U.S. income taxation;

2. My U.S. taxpayer identifying number(s) Social Security Number(s) are ____-____-____; and ____-____-____.

3. My business / home address is:

_____

I/we understand that this certification may be disclosed to the Internal Revenue Service by the Buyer, its agent or designee, and that any false statement I/we have made here could be punished by fine, imprisonment, or both.

4. Section 18662 of the Revenue and Taxation Code provides that a buyer may be required to withhold 3-1/3% of the sales price of the California real property sold by a non-resident corporation, unless the sales price of the property is less than $100,000.00.

5. Buyer understands that this certificate may be disclosed to the Franchise Tax Board of California by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

The undersigned declares under penalty of perjury that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete.

Executed this 12 day of June 20 24 at Riverside County, CA.

SELLER:

_____

Print Name: _____

EXHIBIT "E-2"
SELLER'S CERTIFICATE/ FIRPTA AFFIDAVIT

Section 1445 of the Internal Revenue Code provides that a transferee (Buyer) of a United States (U.S.) real property interest must withhold tax if the transferor (Seller) is a foreign person. To inform the Buyer that withholding of tax is not required upon my disposition of a U.S. real property interest, I, _____, Seller, hereby certify the following:

1. I am not a nonresident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income tax Regulations) for purposes of U.S. income taxation;

3. My U.S. taxpayer identifying number(s) Social Security Number(s) are ____-____-____; and ____-____-____.

4. My business / home address is:

_____

I/we understand that this certification may be disclosed to the Internal Revenue Service by the Buyer, its agent or designee, and that any false statement I/we have made here could be punished by fine, imprisonment, or both.

4. Section 18662 of the Revenue and Taxation Code provides that a buyer may be required to withhold 3-1/3% of the sales price of the California real property sold by a non-resident corporation, unless the sales price of the property is less than $100,000.00.

5. Buyer understands that this certificate may be disclosed to the Franchise Tax Board of California by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

The undersigned declares under penalty of perjury that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete.

Executed this _____day of _____20____ at Los Angeles County, CA.

SELLER:

_____

Print Name: _____

Seller's Initials Buyer's Initials

EXHIBIT "F"
TENANT LIST

Tenant's Names and Mailing Addresses:

_____

_____

_____

Telephone_____(Home)

Telephone_____(Work)

Monthly Rent _____

Security Deposit _____

Tenant's Names and Mailing Addresses:

_____

_____

_____

Telephone_____(Home)

Telephone_____(Work)

Monthly Rent _____

Security Deposit _____

☐ Seller warrants that there are no tenants or non-owner occupants on the property.

_____ _____

Name of Seller Name of Seller

EXHIBIT "G"

LEASE

EXHIBIT "H"
TENANT ESTOPPEL VERIFICATION

TENANT NAME _____

ADDRESS _____

PHONE NO.: _____ CELL NO.: _____

I hereby certify to the following information regarding my tenancy at the above property:

Move-in date is: _____

I occupy _____ s.f. _____ Units

My monthly rent payment is $ _____

I am current on my rent payments YES _____ NO _____

If NO, please indicate months for which rent has not been paid: _____

_____

My original security deposit was $ _____
Current balance of Security Deposit $ _____
My tenancy is month-to-month YES _____ NO _____
If not, my lease expires on: _____
I pay for the following utilities: Electricity _____ / Gas_____ / Water _____ /Garbage _____

If applicable, please list any other agreements or deposits that you may have with the owner:

_____

_____

☐ Seller/Owner warrants that there are no tenants or non-owner occupants on the property.

I hereby certify that the above information is true and correct.

Tenant's Signature _____ Date _____
Owner's Signature _____ Date _____
Owner's Signature _____ Date _____

Project Name : City of Coachella SR 86/Avenue 50 New Interchange
Federal Project No.: BR NBIL 536
Parcel No. : CV13
APN : 778-170-005

Seller's Initials Buyer's Initials

EXHIBIT "I"

BILL OF SALE

EXHIBIT "J"

Disclaimer of Ownership

STAFF REPORT
3/12/2025

TO: Honorable Mayor and City Council Members

FROM: Andrew Simmons, P.E., City Engineer

SUBJECT: Purchase and sale agreement and certificate of compliance for the acquisition of real property (APN 778-170-009) for the Bridge over Whitewater Channel at Avenue 50, City Project ST-69.

STAFF RECOMMENDATION:

Authorize the City Manager and City Engineer to execute the purchase and sale agreement and certificate of compliance for the acquisition of real property (APN 778-170-009) for the Bridge over Whitewater Channel at Avenue 50, City Project ST-69.

BACKGROUND:

The Avenue 50 Bridge Project improvements include realignment and widening of Avenue 50 from the existing two-lane roadway to a six-lane major arterial, and realignment of Tyler Street. The project will also improve public safety and mobility by constructing a new bridge spanning over the Whitewater Channel, replacing the existing low water crossing and eliminating flood-related hazards during inclement weather events.

DISCUSSION/ANALYSIS:

The land in question is located along the frontage of the residential property 85751 Avenue 50 (APN 778-170-009). City staff has negotiated with the owner and have come to an agreement for the portion needed for the Avenue 50 Bridge. The agreement for acquisition of real property includes the purchase of approximately 19,540 square feet of permanent easement and 2,330 square feet of temporary construction easement. The total cost of this acquisition is estimated to be $171,000.00.

FISCAL IMPACT:

No fiscal impact or additional appropriations needed. The cost associated with the acquisition is included in the FY 24/25 CIP budget for the Avenue 50 Bridge Project, ST-69. The total estimated cost for the property and easement acquisitions is $ 171,000. The agreement will be covered by HBP funds ($39,039.30), CVAG ($98,970.53) and SB1 Fund 109 ($32,990.17).

ATTACHMENTS:

1. Agreement for acquisition of real property

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

Project: BR-NBIL 536
Parcel No: CV-14
APN: 778-170-009
Property Address: 85751 Avenue 50, Coachella, CA 92236

Escrow No. _____

This PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into as of this _____ day of _____ 20___ by and between Jaime R. Zepeda And Betty A. Zepeda, Trustees Of The Zepeda Family Declaration Of Trust Dated November 12, 2014 ("Seller"); and the City of Coachella, a Municipal Corporation ("Buyer" or "City").

In consideration of the mutual covenants herein contained, Seller agrees to grant and convey the property described below to Buyer, and Buyer agrees to acquire and accept the property described below from Seller, upon the terms and conditions herein set forth. The terms and conditions of this Agreement and the instructions to Commonwealth Land Title Insurance Company ("Escrow Holder") with regard to the escrow ("Escrow") created pursuant hereto are as follows:

1. Property. On the terms and conditions set forth hereinafter, Buyer desires to acquire all of the following:

(a) Real Property. Buyer desires to acquire from Seller those certain real property interests which are identified as a Permanent Roadway Easement and a Temporary Construction Easement, described and depicted in Exhibits **A and B** attached hereto and further described and depicted in the Easement Deeds in Exhibits **C and D** ("Property").

2. Purchase and Sale: Settlement of All Claims. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell the Property to Buyer and settle all related claims, including but not limited to, compensation for the Property and compensation for all damages of every kind and nature suffered, or to be suffered, by reason of the acquisition of the Property and construction of the Project for which the Property

is being acquired; and Buyer agrees to purchase the Property from Seller, and settle all related claims, upon the terms and conditions herein set forth.

3. Compensation. The total purchase price for the Permanent Easement and the use of the Temporary Construction Easement is **ONE HUNDRED SIXTY SEVEN THOUSAND DOLLARS And NO CENTS ($167,000.00)** (hereinafter, "Compensation"). It is understood and agreed between the Parties that payment of the Compensation includes, without limitation, payment for all improvements, if any, in or on the Permanent Easement and any improvements demolished as expressly permitted by this Agreement and/or the Temporary Construction Easement, which improvements the Parties acknowledge and agree are considered to be part of the realty or real property and are being acquired by City in this transaction and, therefore, may be removed and disposed of, without the obligation to replace or pay any consideration in addition to that set forth in this Agreement. Said improvements include six large palm trees, one large tree, one medium tree and thirty-four small trees.

4. Payment of Compensation. The Compensation shall be payable by Buyer as follows:

a. Closing Funds. Prior to the Close of Escrow, Buyer shall deposit or cause to be deposited with Escrow Holder, by a certified or bank cashier's check made payable to Escrow Holder or a confirmed wire transfer of funds, the Compensation plus or minus Escrow Holder's estimate of Buyer's closing costs, prorations and charges payable pursuant to this Agreement (the "Closing Funds").

b. Interest Bearing Accounts. Escrow Holder is hereby authorized to deposit Closing Funds into an interest-bearing account, and credit Buyer for said interest accrued prior to the Close of Escrow, provided however that Escrow Holder shall not be obligated to open such account until Escrow has received an executed form W-9 with appropriate taxpayer information from the Buyer. Escrow Holder shall deliver to Buyer a "Notice of Opportunity to Earn Interest" concurrently with Escrow Instructions.

5. Temporary Construction Easement. Seller's Grant of the Temporary Construction Easement ("TCE" or "TCE Deed") to City is subject to the terms and conditions of the TCE Deed attached hereto and incorporated herein by this reference.

a. It is understood and agreed that the amount payable in Paragraph 4 above includes Compensation in full for the actual possession and use of the Temporary Construction Easement identified as Parcel Number CV13 for the period commencing on July 1, 2024 and terminating on June 30, 2027. This easement may also be terminated prior to the above date by the City

upon written notice to the Seller. In the event it is anticipated the use will extend beyond the prescribed time, the City and the Seller shall enter into an amended contract to extend the term of the Temporary Construction Easement. The City shall provide Just Compensation for the extended period.

b. Seller shall and does hereby grant to City the Temporary Construction Easement pursuant to the terms and conditions described more particularly in the TCE Deed. Pursuant to the TCE Deed, City has the right to access and use the Temporary Construction Easement Area to facilitate the construction of the Project, and for all activities and uses necessary and convenient thereto in connection with the construction and operation of the Project as set forth in the TCE Deed and in accordance with the terms and conditions set forth therein.

c. A temporary construction barrier may be installed at or near the perimeter of the Temporary Construction Easement Area once the construction is started and the Temporary Construction Easement Area is disturbed by demolition and/or construction. At the expiration of the Temporary Construction Easement, Buyer shall, subject to reasonable wear and tear, restore the Temporary Construction Easement Area to a condition as near as practicable to the condition that existed immediately prior to Buyer's operations. Buyer shall not, however, be required to restore (i) landscaping or any other improvements for which Seller has been paid under terms of this Agreement, or (ii) any other changed condition or circumstance not resulting from Buyer's operations, negligence or greater fault to the pre-existing condition.

d. While on the Temporary Construction Easement Area, Buyer will comply with all applicable laws, rules and regulations. Buyer will be responsible and liable for any damage to the Property to the extent the same is both (i) proximately caused by the negligent acts or greater fault of Buyer in connection with its use or occupancy of the Property for the purposes specified herein and (ii) not (a) remedied in accordance with or otherwise resolved or covered as a result of the terms of this Agreement, including, without limitation, the payment(s) to be made hereunder and/or pursuant hereto or (b) permitted, contemplated, waived or released by the terms of this Agreement or the TCE Deed.

6A. General Waiver and Release. The Compensation represents full payment and just compensation for the Property and for all damages of every kind and nature suffered, or to

be suffered, by reason of the acquisition of the Property and construction of the Project for which the Property is being acquired. By execution of this Agreement, Seller, and its successors and assigns, shall be deemed to knowingly and voluntarily waive, release and discharge Buyer from liability or responsibility for or related to any right Seller has, has had, or may in the future have to any claim for additional compensation or damages or liability of any kind, whether known or unknown, foreseen or unforeseen, relating in any way to or arising out of:

[i] Buyer's acquisition of the Property, and/or

[ii] Any damage to the remainder incurred as a result of Buyer's acquisition of the Property and/or construction of the Project for which the Property is being acquired and/or

[iii] Any damage, loss of income revenue, or any and all other impacts to the business being operated at 85751 Avenue 50, Coachella, CA 92236

Seller, and its successors and assigns, knowingly and voluntarily waive and release Buyer, and any and all of Buyer's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from any and all claims, liabilities, losses, damages, actions, costs and expenses of any kind or nature as to the following: precondemnation damages; loss of goodwill, lost profits, injury or loss of machinery, fixtures, furniture and/or equipment, any right to repurchase, leaseback from Buyer, or receive any financial gain from, the sale of any portion of the Property, or challenge Buyer's adoption of a resolution of necessity, pursuant to Code of Civil Procedure sections 1245.245; any right to receive any notices pursuant to Code of Civil Procedure section 1245.245; any right to enforce any other obligation placed upon Buyer pursuant to Code of Civil Procedure sections 1245.245 and 1263.615; any other rights conferred upon Seller pursuant to Code of Civil Procedure sections 1245.245 and 1263.615 and 1263.025; and attorney's fees and costs.

6B. Waiver of Damages to the Remainder. Seller acknowledges and agrees that the Compensation is inclusive of, and payment of said Compensation constitutes full and complete satisfaction of, any and all claims for damages, including lost rents, to the remainder caused by either or both of the following: (a) The severance of the remainder from the Property; and/or (b) The construction and use of the Project for which the Property is taken (collectively, the "Severance Damages Claim"). Seller, and its successors and assigns, expressly, knowingly and voluntarily agree to fully and forever discharge Buyer, and any and all of Buyer's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from any and all further liability, responsibility or obligation to pay additional compensation of any kind whatsoever arising out of or in any way relating to Seller's Severance Damages Claim.

6C. Waiver of Additional Relocation Assistance and Compensation. Seller acknowledges and agrees that the Compensation is inclusive of, and payment of said Compensation constitutes full and complete satisfaction of, any and all claims for relocation assistance and compensation under applicable provisions of, *inter alia*, the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. §§ 4601 *et seq.*), California's Relocation Assistance Act (Gov. Code §§ 7260 *et seq.*), California and federal regulations resulting from Buyer's acquisition of the Property (hereinafter, "Relocation Claim"). Seller, and its successors and assigns, expressly, knowingly and voluntarily agree to fully and forever waive, release and discharge Buyer, and any and all of Buyer's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from any and all further liability, responsibility or obligation to pay additional compensation of any kind whatsoever arising out of or in any way relating to Seller's Relocation Claim.

6D. Compensation Inclusive of Lost Business Goodwill and Profits. Seller acknowledges and agrees that the Compensation is inclusive of, and payment of said Compensation constitutes full and complete satisfaction of, any and all claims for compensation for lost business goodwill under Code of Civil Procedure section 1263.510 *et seq.*, as well as compensation for lost profits, related to Buyer's acquisition of the Property and the Improvements (collectively, "Goodwill and Lost Profits Claim"). Seller, and its successors and assigns, expressly, knowingly and voluntarily agree to fully and forever waive, release and discharge Buyer, and any and all of Buyer's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from any and all further liability, responsibility or obligation to pay additional compensation of any kind whatsoever arising out of or in any way relating to Seller's Goodwill and Lost Profits Claim.

6E. Waiver of Compensation for Additional Fixtures and Equipment. Seller acknowledges and agrees that the Compensation is inclusive of, and payment of said Compensation constitutes full and complete satisfaction of, any and all claims for compensation due to damage or loss of any and all of Seller's improvements pertaining to the realty, machinery, fixtures, inventory, equipment and/or personal property resulting from or related to Buyer's acquisition of the Property and the Improvements. Seller, and its successors and assigns, expressly, knowingly and voluntarily agree to fully and forever waive, release and discharge Buyer, and any and all of Buyer's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from any and all further liability, responsibility or obligation to pay additional compensation of any kind whatsoever arising out of or in any way relating to any damage to or loss of Seller's improvements pertaining to the realty, machinery, fixtures, inventory, equipment and/or personal property resulting from or related to Buyer's acquisition of the Property and the Improvements.

6F. Payment of Independent Appraisal Fee. Seller acknowledges and agrees that the Compensation is inclusive of, and payment of said Compensation constitutes full and complete satisfaction of, any and all claims arising from or related to any obligation imposed by Section 1263.025 of the Code of Civil Procedure to pay the reasonable costs, not to exceed five thousand dollars ($5,000), of an independent appraisal ordered by the owner of a property that the public entity offers to purchase under a threat of eminent domain, at the time the public entity makes the offer to purchase the property ("Section 1263.025 Claim"). Seller, and its successors and assigns, expressly, knowingly and voluntarily agree to fully and forever waive, release and discharge Buyer, and any and all of Buyer's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from any further liability, responsibility or obligation to pay additional compensation of any kind whatsoever arising out of or in any way relating to the Section 1263.025 Claim.

6G. Waiver of Rights Provided By Civil Code Section 1542. Seller acknowledges and agrees that it is familiar with the provisions of California Civil Code Section 1542, which is expressly understood by each party hereto to provide as follows:

* * * * *

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

* * * * *

Seller being aware of said code section hereby expressly waives any and all rights it may have thereunder, as well as under any other statute or common law principles of similar effect.

I HAVE READ AND UNDERSTOOD THE FOREGOING WAIVER OF RIGHTS UNDER CIVIL CODE SECTION 1542.

J.Z / B.Z.
SELLER'S INITIALS

All of the agreements, waivers, releases and other terms and provisions of this Section 6 shall survive the Close of Escrow and the recording of the Easement Deeds.

7. Right of Entry for Construction Purposes ("Right of Entry"). Upon execution of this Agreement by Buyer and Seller, and deposit of funds in the amount of the Compensation into Escrow, Buyer shall have the right of possession and use of the Permanent Easement Area including, without limitation, the right to remove and dispose of improvements thereon,

thereat and/or thereto and construct the Project. The foregoing agreement of Seller shall survive the Closing, including, without limitation, the recording of the Grant of Easement or, at Buyer's election, the termination of this Agreement by either Party (whether Seller or Buyer) for any reason, including, without limitation, a breach by the other Party and/or the return of the Purchase Price deposit by Escrow Holder to Buyer on termination of this Agreement. Seller hereby grants permission to Buyer and/or its employees, contractors, agents and assigns, to enter upon the Property prior to the Closing of Escrow for the purpose of constructing the Project and accomplishing all necessary incidents thereto, provided that any entry into the residence or business of Seller or its tenant(s) shall be preceded by three days written Notice of Intent to Enter delivered to Seller, and no demolition or removal of Improvements shall commence prior to the vacation of Property.

The right of entry permission granted herein is granted in consideration of the location and construction of the Project and improvements, and incidents thereto, which it is understood is required by Buyer, and shall continue in effect until the Close of Escrow.

Pursuant to this **Paragraph 7**, Buyer shall indemnify, defend and hold the Seller harmless from and against any damages, liabilities, judgments, claims, expenses, and penalties resulting from Buyer's use of this Right of Entry by Buyer and its agents, contractors, and employees.

8. Escrow.

a. Opening of Escrow. For purposes of this Agreement, the Escrow shall be deemed opened on the date Escrow Holder shall have received an executed counterpart of this Agreement from both Buyer and Seller ("Opening Date"). Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened and the Closing Date, as defined in **Paragraph 8(b),** below. In addition, Buyer and Seller agree to execute, deliver, and be bound by any reasonable or customary supplemental escrow instructions of Escrow Holder, or other instruments as may reasonably be required by Escrow Holder, in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend, or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control.

b. Close of Escrow. For purposes of this Agreement, "Close of Escrow" shall be defined as the date that the conveyance instruments, the form of which are attached hereto as **Exhibit "C"** and **Exhibit "D"** ("Easement Deeds") conveying the Property to Buyer, is recorded in the Official Records of Riverside County, California. This Escrow shall close within **sixty (60) days** of the Opening Date ("Closing Date").

9. Conditions of Title. It shall be a condition to the Close of Escrow and a covenant of Seller that title to the Property shall be conveyed to Buyer by Seller via the Easement Deeds, subject only to the following Approved Conditions of Title ("Approved Condition of Title"):

a. A lien to secure payment of real estate taxes, not delinquent.

b. The lien of supplemental taxes assessed pursuant to Chapter 3.5, commencing with Section 75 of the California Revenue and Taxation Code (Code), but only to the extent that such supplemental taxes are attributable to the transaction contemplated by this Agreement. Seller shall be responsible for, and hereby indemnifies Buyer and the Property against, any supplemental taxes assessed pursuant to the Code, to the extent that such taxes relate to events (including, without limitation, any changes in ownership and/or new construction) occurring prior to the Close of Escrow.

c. Matters affecting the Approved Condition of Title created by or with the written consent of Buyer.

d. Exceptions, which are disclosed by the Report, described in **Paragraph 11.a (1)** hereof and which are approved or deemed approved by Buyer in accordance with **Paragraph 11.a (1)** hereof.

Seller covenants and agrees that during the term of this Escrow, Seller will not cause or permit title to the Property to differ from the Approved Condition of Title described in this **Paragraph 9**. Any liens, encumbrances, easements, restrictions, conditions, covenants, rights, rights-of-way, or other matters affecting the Approved Condition of Title which may appear of record or be revealed after the date of the Report described in **Paragraph 11.a (1)** below, shall also be subject to Buyer's approval and must be eliminated, subordinated or ameliorated to Buyer's satisfaction by Seller prior to the Close of Escrow as a condition to the Close of Escrow for Buyer's benefit.

10. Title Policy. Title shall be evidenced by the irrevocable commitment of the Title Company to issue its CLTA Standard Form Policy or Binder of Title Insurance ("Title Policy") in the amount of the Compensation showing title to the Property vested in Buyer subject only to the Approved Condition of Title.

11. Conditions to Close of Escrow.

a. Conditions to Buyer's Obligations. The Close of Escrow and Buyer's obligation to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions for Buyer's benefit on or prior to the dates designated below for the satisfaction of such conditions:

(1) Title. Buyer shall have approved the legal descriptions of the Property attached hereto as **Exhibit "A"** and any matters of title as disclosed by the following documents ("Title Documents") to be delivered to Buyer at Buyer's sole cost and expense: (i) standard preliminary title report ("Report") dated on or after the date of this Agreement issued by Commonwealth Land Title Insurance Company ("Title Company") with respect to the Property (ii) legible copies of all documents, whether recorded or unrecorded, referred to in the Report. Seller shall cause the Title Company to deliver the Title Documents to Buyer within **seven (7) days** after the Opening of Escrow. Buyer shall have until **thirty (30) days** after Opening Date ("Title Approval Date") to give Seller and Escrow Holder written notice ("Buyer's Title Notice") of Buyer's disapproval or conditional approval of any matters shown in the Title Documents. Failure of Buyer to give Buyer's Title Notice on or before the Title Approval Date shall be deemed to constitute Buyer's approval of all Title Documents. If Buyer disapproves or conditionally approves any matters of title shown in the Title Documents, Seller may, within **five (5) days** after its receipt of Buyer's Title Notice, elect to eliminate or ameliorate to Buyer's satisfaction the disapproved or conditionally approved title matters. Seller shall thereupon give Buyer written notice ("Seller's Title Notice") of those disapproved or conditionally approved title matters, if any, which Seller covenants and agrees to either eliminate from the Title Policy as exceptions to title to the Property or to ameliorate to Buyer's satisfaction by the Closing Date as a condition to the Close of Escrow for Buyer's benefit. If Seller does not elect to eliminate or ameliorate to Buyer's satisfaction some or all disapproved or conditionally approved title matters, or if Buyer disapproves of Seller's Title Notice, or if, despite its best efforts, Seller is unable to eliminate or ameliorate to Buyer's satisfaction all such disapproved matters prior to the Closing Date, then Buyer shall have the right to, by a writing delivered to Seller and Escrow Holder: (i) waive its prior disapproval, in which event said disapproved matters shall be deemed approved; or (ii) terminate this Agreement and the Escrow created pursuant thereto, in which event Buyer shall be entitled to the return of all monies previously deposited with Escrow Holder and/or released to Seller pursuant to this Agreement, and the Escrow and the rights and obligations of the parties hereunder shall thereafter terminate.

Notwithstanding anything to the contrary contained in this paragraph, Buyer hereby objects to all liens evidencing monetary encumbrances (other than liens for nondelinquent property taxes) and Seller agrees to cause all such liens to be eliminated at Seller's sole cost and expense prior to the Closing Date.

(2) Review and Approval of Documents and Materials. Within **seven (7) days** after the Opening of Escrow, Seller shall deliver to Buyer, at Seller's sole cost and expense, for Buyer's review and approval, the most recent property tax statements for the Property. For a period of **five (5) days** following Buyer's receipt of the tax statements from Seller ("Contingency Period"), Buyer shall have the right to review and approve or disapprove, in its sole and subjective discretion, any or all of the tax statements. Failure of Buyer to approve any of the tax statements on or before the expiration of the Contingency Period shall be deemed to constitute Buyer's disapproval thereof.

(3) Representations, Warranties, and Covenants of Seller. Seller shall have duly performed each and every agreement to be performed by Seller hereunder and Seller's representations, warranties, and covenants set forth in **Paragraph 17** shall be true and correct as of the Closing Date.

(4) No Material Changes. At the Closing Date, there shall have been no material adverse changes in the physical or financial condition of the Property and there shall have been no material adverse change in the financial condition of Seller or any general partners of Seller.

(5) Inspections and Studies. On or before **thirty (30) days** after Opening Date ("Due Diligence Period"), Buyer shall have approved the results of any and all inspections, investigations, tests and studies (including, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies, environmental studies, soil and structure investigation and analysis, seismic and geologic reports) with respect to the Property (including all structural and mechanical systems and leased areas) as Buyer may elect to make or obtain. The failure of Buyer to disapprove said results on or prior to the expiration of the Due Diligence Period shall be deemed to constitute Buyer's approval of the results. The cost of any such inspections, tests and studies shall be borne by Buyer. During the term of this Escrow, Buyer, its agents, contractors and subcontractors shall have the right to enter upon the Property, at reasonable times during ordinary business hours, to make any and all inspections and tests as may be necessary or desirable in Buyer's sole judgment and

discretion. Buyer shall use care and consideration in connection with any of its inspections. Buyer shall indemnify and hold Seller and the Property harmless from any and all damage arising out of, or resulting from the negligence of Buyer, its agents, contractors and/or subcontractors in connection with such entry and/or activities upon the Property.

(6) Property Disclosure Report. Buyer and Seller acknowledge that they are aware of the "Natural Hazard Disclosure Law, California AB1195" wherein it is the responsibility of Seller and/or Seller's Agent to provide the Buyer with a Property Disclosure Report regarding Natural Hazard Zones. The parties hereby instruct Escrow Holder NOT to order a Property Disclosure Report regarding Natural Hazard Zones. Escrow Holder has NO responsibility in connection with this report. It shall be the responsibility of the Seller and Buyer to handle said report outside of the Escrow and Escrow Holder shall NOT be concerned with obtaining the report.

(7) Pest Inspection Waiver. Buyer and Seller acknowledge that there will be NO pest inspection, report, completion, or certification provided through Escrow, and Buyer and Seller further relieve Escrow Holder of any liability in connection with this provision. Buyer hereby waives its right to a pest inspection, report, completion or certification through this Escrow.

(8) Execution of Documents. Seller's execution and deposit into Escrow of the documents and instruments to be deposited by Seller as set forth in **Paragraph 12** of this Agreement.

b. Conditions to Seller's Obligation. For the benefit of Seller, the Close of Escrow shall be conditioned upon the occurrence and/or satisfaction of each of the following conditions (or Seller's waiver thereof, it being agreed that Seller may waive any or all of such conditions):

(1) Buyer's Obligations. Buyer shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Buyer, and

(2) Buyer's Representations. All representations and warranties made by Buyer to Seller in this Agreement shall be true and correct as of the Close of Escrow.

(3) Execution of Documents. Buyer's execution and deposit into Escrow of the funds, documents and instruments to be deposited by Buyer as set forth in **Paragraph 13** of this Agreement.

12. Deposits by Seller. At least **one (1) business** day prior to the Close of Escrow, Seller shall deposit or cause to be deposited with Escrow Holder the following documents and instruments:

a. Seller's Certificate. A Certificate of Nonforeign Status ("Seller's Certificate"), duly executed by Seller in the form attached hereto as **Exhibits "E-1" and "E-2".**

b. Easement Deeds. The Easement Deeds conveying the Property to Buyer duly executed by Seller, acknowledged and in recordable form in the form attached hereto as **Exhibit "C"** and **Exhibit "D".**

c. Other Documents. Such other documents and instruments as Escrow Holder may reasonably require in order to accomplish the Closing of Escrow.

13. Deposits by Buyer. Buyer shall deposit, or cause to be deposited with Escrow Holder, the funds which are to be applied toward the payment of the Compensation in the amounts and at the times designated in **Paragraph 4** above (as reduced by the prorations and credits hereinafter provided), and such other documents and instruments as Escrow Holder may reasonably require in order to accomplish the Closing of Escrow.

14. Costs and Expenses.

a. Costs to Buyer. The cost and expense of the Title Policy attributable to CLTA coverage, plus, if required, the cost attributable to an endorsement insuring Buyer's title against any mechanics' liens as of the Closing Date, shall be paid by Buyer. The escrow fee of Escrow Holder shall be paid by Buyer. Buyer shall pay all documentary transfer taxes payable in connection with the recordation of the Easement Deeds. The amount of such transfer taxes shall not be posted on the Easement Deeds, but shall be supplied by separate affidavit. Buyer shall pay the Escrow Holder's customary charges to Buyer and Seller for document drafting, recording, and miscellaneous charges. If, as a result of no fault of Buyer or Seller, Escrow fails to close, Buyer shall pay all of Escrow Holder's fees and charges.

b. Costs to Seller. Seller shall pay any costs specifically associated with providing clear title to the Property to Buyer, including, without limitation, costs of eliminating or ameliorating any disapproved matters pursuant to **Paragraph 11a(1)** and any and all fees charged by Seller's lender in connection with this transaction. Penalties for prepayment of bona fide obligations secured by any existing deed of trust or mortgage shall be waived pursuant to Civil Code Procedures Section 1265.240.

15. Prorations. The following prorations shall be made between Seller and Buyer on the Closing Date, computed as of the Closing Date:

a. Taxes. Real and personal property taxes and assessments on the Property shall be prorated on the basis that Seller is responsible for (i) all such taxes for the fiscal year of the applicable taxing authorities occurring prior to the "Current Tax Period," and (ii) that portion of such taxes for the Current Tax Period determined on the basis of the number of days which have elapsed from the first day of the Current Tax Period to the Closing Date, (not inclusive of the Close of Escrow date), whether or not the same shall be payable prior to the Closing Date. The phrase "Current Tax Period" refers to the fiscal year of the applicable taxing authority in which the Closing Date occurs. In the event that as of the Closing Date the actual tax bills for the year or years in question are not available, and the amount of taxes to be prorated as aforesaid cannot be ascertained, then rates and assessed valuation of the previous year, with known changes, shall be used, and when the actual amount of taxes and assessments for the year or years in question shall be determinable, then such taxes and assessments will be re-prorated between the parties to reflect the actual amount of such taxes and assessments. Buyer and Seller hereby acknowledge that the Buyer is a tax-exempt entity and is therefore not responsible for paying any prorated property taxes. Escrow Holder is hereby authorized and instructed to issue a check for the prorated share of Seller's _____/_____ _____ installment taxes, from _____ _____, 20__ to the Close of Escrow (not inclusive of the Close of Escrow Date), from the Seller's proceeds at the close of escrow. Said check shall be made out to the Riverside County Tax Collector and delivered to Buyer at the close of escrow for processing. Any refund due the Seller from Riverside Tax Collector will be handled outside of escrow.

b. Rents and Security Deposit. Seller warrants that the information provided on Lessor/Owner Certification of Tenants and Lease attached as **Exhibit "F"** and **Exhibit "G"** and/or provided to Escrow is correct. Seller warrants that there are no other tenants or written or oral leases on all or any portion of the Property and Seller further agrees to hold Buyer harmless and reimburse Buyer for any and all of its losses and expenses, including relocation assistance costs, occasioned by reason of any undisclosed lease of said property held by any undisclosed tenant of Seller. Within

seven (7) days after the Opening of Escrow, Seller shall provide to Buyer, a Tenant Estoppel, attached as **Exhibit "H"**, from each tenant of Seller, fully executed by Seller and tenant.

All rents shall be prorated as of the Close of Escrow. All rents derived from the Property up to and including the Close of Escrow date shall be paid to the Seller(s), and all rents derived thereafter shall be paid to the Buyer. If any rents on said property have been or are collected by the undersigned Seller(s) for any period beyond the Close of Escrow date, the undersigned Sellers(s) shall credit such rents amounts to the Buyer. Seller shall credit Buyer the amount of the security deposit from tenant currently on deposit with Seller.

c. Utilities – Owner Occupied Property. All gas, water, electricity, heat, fuel, sewer, other utilities and the operating expenses relating to the Property shall remain in the account of the Seller.

d. Utilities – Non-Owner Occupied Property. All gas, water, electricity, heat, fuel, sewer, and other utilities accounts under the name of the Seller, relating to the Property.

16. Disbursements and Other Actions by Escrow Holder. Upon the Close of Escrow, the Escrow holder shall promptly undertake all of the following in the manner indicated:

a. Prorations. Prorate all matters referenced herein, based upon the statement delivered into Escrow signed by the parties.

b. Recording. Cause the Easement Deeds and any other documents, which the parties hereto may mutually direct, to be recorded in the Official Records of Riverside County, California, in the order specified in writing by the parties. Escrow Holder is instructed not to affix the amount of documentary transfer tax on the face of the Easement Deeds, but to supply same by separate affidavit.

c. Funds. Disburse from funds deposited by Buyer with Escrow Holder toward payment of all items chargeable to the account of Buyer, pursuant thereto in payment of such costs, and disburse the balance of such funds, if any, to Buyer.

d. Documents to Buyer. Deliver the Seller's Certificate and Bill of Sale, executed by Seller, and, when issued, the Title Policy to Buyer.

e. Pay demands of existing lienholders.

f. Property Taxes. Escrow Holder shall issue a check for the prorated share of Seller's 20__/20__ ____ installment taxes, from _____ _____, 20__ to the Close of Escrow (not inclusive of the Close of Escrow Date), from the Seller's proceeds at the close of escrow. Said check shall be made out to the Riverside County Tax Collector and delivered to Buyer at the close of escrow for processing.

17. Seller's Representations and Warranties. In consideration of Buyer entering into this Agreement, and as an inducement to Buyer to purchase the Property, Seller makes the following representations and warranties, each of which is material and is being relied upon by Buyer (and the continued truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder):

a. Authorization. This Agreement has been duly and validly authorized, executed and delivered by Seller, and no other action is requisite to the execution and delivery of this Agreement by Seller.

b. Threatened Actions. There are no actions, suits or proceedings pending against, or, to the best of Seller's knowledge, threatened or affecting the Property in law or equity.

c. Third Party Consents. No consents or waivers of, or by, any third party are necessary to permit the consummation by Seller of the transactions contemplated pursuant to this Agreement.

d. No Violation of Law. To the best of Seller's knowledge, there is no violation of law or governmental regulation by Seller with respect to the Property.

e. Condemnation. To the best of Seller's knowledge, there are no pending or threatened proceedings in eminent domain or otherwise, which would affect the Property or any portion thereof.

f. Compliance with Law. To the best of Seller's knowledge, all laws, ordinances, rules, and requirements and regulations of any governmental agency, body, or subdivision thereof bearing on the Property have been complied with by Seller.

g. Agreements. There are no agreements (whether oral or written) affecting or relating to the right of any party with respect to the possession of the Property, or any portion thereof, which are obligations that will affect the Property or any portion thereof subsequent to the recordation of the Easement Deeds, except as

may be reflected in the Condition of Title, which shall have been approved by Buyer pursuant to the terms of this Agreement.

h. Documents. To the best of Seller's knowledge, all documents delivered to Buyer pursuant to this Agreement are true and correct copies of originals, and any and all information supplied to Buyer by Seller in accordance with **Paragraph 11a(2)** hereof is true and accurate.

i. Utilities. To the best of Seller's knowledge, all water, sewer, gas, electric, telephone and drainage facilities, and all other utilities required by law and by the normal operation of the Property are fully installed, function properly and are adequate to service the Property.

j. Licensed Permits. To the best of Seller's knowledge, Seller has acquired all licenses, permits, easements, rights-of-way, including without limitation, all building and occupancy permits from any governmental authority having jurisdiction.

k. Maintenance Contracts. There are no maintenance, service, or similar agreements (whether oral or written) affecting or relating to the Property, except as provided to and approved by Buyer in accordance with **Paragraph 11a(2)** hereof.

l. Hazardous Substances. To the best of Seller's knowledge, and/or Except as revealed by Seller to Buyer herein, Seller has no actual knowledge that there are hazardous substances (as defined below) in existence on or below the surface of the Property, including without limitation, contamination of the soil, subsoil or groundwater, which constitutes a violation of any law, rule, or regulation of any governmental entity having jurisdiction thereof, or which exposes Buyer to liability to third parties. Seller has not used the Property, or any portion thereof, for the production, disposal, or storage (whether by means of underground storage tanks or otherwise) of any hazardous substances, and Seller has no actual knowledge that there has been such prior use of the Property, or any portion thereof; or that there has been any proceeding or inquiry by any governmental authority with respect to the presence of such hazardous substances on the Property or any portion thereof. Without limiting the other provisions of this Agreement, Seller shall cooperate with Buyer's investigation of matters relating to the foregoing provisions of this paragraph, and provide access to and copies of, any data and/or documents dealing with potentially hazardous substances used at the Property and any disposal practices followed. Seller agrees that Buyer may, with Seller's prior approval, make inquiries of governmental agencies regarding such matters, without liability to Seller for the outcome of such discussions. For purposes of this Agreement, the term "hazardous substances" means: (i) any

substance, product, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environment Response, Compensation and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Hazardous Material Transportation Conservation and Recovery Act, 42 United States Code Section 1801 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq.; the California Hazardous Substance Account Act, Health and Safety Code Section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280 et seq. (Underground Storage or Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Section 25170.1 et seq.; California Health and Safety Code Section 25501 et seq. (Hazardous Materials Release Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Section 13000 et seq., all as amended (the above-cited California state statue are hereinafter collectively referred to as "the State Toxic Substances Laws") or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous or toxic substance hereafter in effect; (ii) any substance, product, waste, or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (iii) petroleum or crude oil other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and (iv) asbestos.

m. Indemnity. Seller agrees to indemnify, defend with counsel selected by Buyer, protect and hold harmless Buyer, its directors, officers, employees, agents, assigns, and any successor or successors to Buyer's interest from and against all claims, actual damages (including, but not limited to, special and consequential damages), punitive damages, injuries, costs, response costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including, but not limited to, attorneys' and expert witness' fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, the Property, or any indemnified party directly or indirectly arising from or attributable to: (i) any breach by Seller of any of its agreement warranties or representations set forth in this Agreement; (ii) any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response,

closure, or other plan concerning any hazardous substance on, under, or about the Property, regardless of whether undertaken due to governmental action, (iii) any amounts expended by Buyer to secure exclusive possession free of any occupant disclosed in **Exhibit "F"** of this Agreement after the agreed-upon vacation date set forth in **Paragraph 26** of this Agreement, or (iv) any amounts expended by Buyer to secure have removed any tenants or occupants not disclosed in **Exhibit "F"** of this Agreement after the agreed-upon vacation date set forth in **Paragraph 26** of this Agreement. To the fullest extent permitted by law, the foregoing indemnification shall apply regardless of the fault, active or passive negligence, and breach of warranty or contract of Buyer. The foregoing indemnity is intended to operate as an agreement pursuant to CERCLA Section 107(e), of 42 United States Code Section 9607(E), and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify Buyer from any liability pursuant to such sections.

n. Pollutants. No pollutants or waste materials from the Property have ever been discharged by Seller into any body of water, and Seller has no actual knowledge of any such pollution emission by any other person or entity.

o. Waste Disposal. No portion of the Property has ever been used by Seller as a waste storage or disposal site, and Seller is not aware of any such prior uses.

p. No Notices. Seller has received no written notice of any change contemplated in any applicable laws, ordinances or restrictions, or any judicial or administrative action, or any action by adjacent landowners, or natural or artificial conditions upon the Property which would prevent, impede, limit, or render more costly Buyer's contemplated use of the Property.

q. No Other Occupants. Seller warrants that the information provided on Lessor/Owner Certification of Tenants attached as **Exhibit "F"** and/or provided to Escrow is correct. Seller warrants that there are no other tenants or occupants, or written or oral leases, on all or any portion of the Property and Seller further agrees to hold Buyer harmless and reimburse Buyer for any and all of its losses and expenses, including relocation assistance costs, occasioned by reason of any undisclosed lease of said property held by any undisclosed tenant or occupant of Seller. Seller agrees not to assign, transfer or sell to any third party any right, title or interest Seller has in the Property.

r. Vacation of Property. Seller hereby represents, warrants and covenants to Buyer that, by the date as agreed upon in **Paragraph 26** of this Agreement, Seller will deliver exclusive possession of the Property to Buyer.

18. Buyer's Representations and Warranties. In consideration of Seller entering into this Agreement, and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations and warranties, each of which is material and is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder):

a. This Agreement and all documents executed by Buyer under this Agreement which are to be delivered to Seller are, or at the time of Close of Escrow will be, duly authorized, executed, and delivered by Buyer, and are, or at the Close of Escrow will be legal, valid, and binding obligations of Buyer, and do not, and at the Close of Escrow will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject.

b. The representations and warranties of Buyer set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

19. Damage or Condemnation Prior to Closing. Seller shall promptly notify Buyer of any knowledge by Seller of casualty to the Property or any condemnation proceeding commenced prior to the Close of Escrow. If any such damage or proceeding relates to, or may result in, the loss of any material portion of the Property, Seller or Buyer may, at their option, elect either to:

(a) Terminate this Agreement, in which event all funds deposited into Escrow by Buyer shall be returned to Buyer and neither party shall have any further rights or obligations hereunder, or

(b) Continue the Agreement in effect, in which event upon the Close of Escrow Buyer shall be entitled to any compensation, awards, or other payments or relief resulting from such casualty or condemnation proceeding.

20. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by facsimile transmission with confirmation of receipt, (iii) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), or (iv) sent by United States Postal Service registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received upon the earlier of (a) if personally delivered, the date of delivery to the address of the person to receive such notice, or (b) if mailed, three business days after the date of posting by the

United States post office. Any notice, request, demand, direction, or other communication sent must be confirmed within 48 hours by letter mailed or delivered in accordance with the foregoing:

Notice of change of address shall be given by written notice in the manner detailed in this paragraph. Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given, shall be deemed to constitute receipt of the notice, demand, request, or communication sent. The addresses of the parties are:

To Buyer: Jaime R. Zepeda and Betty A. Zepeda 85751 Avenue 50
Coachella, CA 92236
Phone: _____

With a Copy To: _____
_____
_____
Phone.: _____

To Seller: City of Coachella
53-990 Enterprise Way
Coachella, CA 92236
760-398-3502
Attn: Andrew Simmons

With a Copy To: _____
_____
_____
Phone.: _____

21. Legal Fees. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants or agreements, or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out of court settlement, shall be entitled to have and recover, of and from the other party, all costs and expenses of suit, including actual attorneys' fees.

22. Assignment. Seller may not assign, transfer or convey its rights or obligations under this Agreement without the prior written consent of Buyer, and then only if Seller's assignee assumes in writing all of Seller's obligations hereunder; provided, however, Seller shall in no event be released from its obligations hereunder by reason of such assignment.

23. Seller's Indemnification. Seller hereby agrees to indemnify, defend and hold harmless Buyer from and against any and all obligations, liabilities, claims, liens, encumbrances, losses, damages, costs and expenses, including without limitation, attorneys' fees, whether direct, contingent, or consequential, incurred by Buyer relating to the Property and arising or accruing from acts, occurrences, or matters that take place on or before the Close of Escrow or resulting from any breach by Seller of their representations, warranties and covenants contained in this Agreement. Seller agrees to pay, at its sole cost and expense, when due, any and all brokerage commissions, finder's fees or other fees or commissions in the nature thereof heretofore or hereafter incurred prior to close of escrow.

24. Miscellaneous.

a. Survival of Covenants. The indemnities, covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the recordation of the Easement Deeds and the Close of Escrow.

b. Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated, and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

c. Time of Essence. Time is of the essence of each and every term, condition, obligation, and provision hereof.

d. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

e. Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

f. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto.

g. Exhibits and Schedules. The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference.

h. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

i. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

j. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with the exception of definitions to be construed under Federal laws cited in **Paragraph 15(l).**

k. Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.

l. Entire Agreement. This Agreement supersedes any prior agreements, negotiations, and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby.

m. Severability. If any term or provision of this Agreement is, to any extent, held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected.

n. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

o. No Brokers. Each party warrants and represents to the other that no brokers or finders have been retained or consulted in connection with this transaction. Each party agrees to defend, indemnify, protect and hold harmless the other party from

any claims, expenses, costs, or liabilities arising in connection with a breach of that party's representations, warranties, or covenants under this Agreement.

25. Indemnification of Escrow Holder.

a. If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy, Buyer and Seller agree, jointly and severally, to hold Escrow Holder free and harmless from any loss or expense, including attorneys' fees, that may be suffered by it by reason thereof except for losses or expenses as may arise from Escrow Holder's negligent or willful misconduct. If conflicting demands are made or notices served upon Escrow Holder with respect to this Agreement, the parties expressly agree that Escrow Holder shall be entitled to file a suit in interpleader and obtain an order from the court requiring the parties to interplead and litigate their several claims and rights among themselves. Upon the filing of the action in interpleader, Escrow Holder shall be fully released and discharged from any obligations imposed upon it by this Agreement; and

b. Escrow Holder shall not be liable for the sufficiency or correctness as to form, manner, execution, or validity of any instrument deposited with it, nor as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with any of the provisions of any agreement, contract or other instrument filed with Escrow Holder, or referred to herein. Escrow Holder's duties hereunder shall be limited to the safekeeping of all monies, instruments, or other documents received by it as Escrow Holder, and for their disposition in accordance with the terms of this Agreement.

26. Intentionally Deleted

27. Independent Advice of Counsel. The parties hereto and each of them, represent and declare that in executing this Agreement they rely solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently selected counsel, concerning the nature, extent and duration of their rights and claims, and that they have not been influenced to any extent whatsoever in executing the same by any of the parties hereto or by any person representing them, or any of them. The parties hereto, and each of them, further represent and declare that they have carefully read this Agreement and know the contents thereof, and that they sign the same freely and voluntarily.

28. Risk of Loss. All risk of loss or damages to the Improvements to be sold to Buyer pursuant to this Agreement shall be borne by Seller until the Close of Escrow. If any or all of the Improvements are lost or destroyed or damaged by fire or any other cause during the Escrow

period, Seller shall promptly give notice to Buyer of such damage or destruction and the amount of insurance, if any, covering such damaged or destroyed property, and Buyer shall have the option in its reasonable determination, which shall be exercised within ten (10) days after receipt of notice from Seller, of (a) accepting such property in its damaged or destroyed condition, in which event any insurance proceeds payable to Seller shall be assigned to Buyer; or (b) excluding such damaged or destroyed property from this Agreement, in which event there shall be a reduction in the Compensation for the damaged or destroyed property as the Parties shall agree, provided, that if the Parties are reasonably and in good faith unable to agree on a reduction in the Compensation within thirty (30) days after Buyer's receipt of Seller's notice, this Agreement shall terminate and the Parties shall have no further obligations hereunder except for those that shall have accrued hereunder and remain undischarged. In the event of damage or destruction of all or any portion of the Improvements by fire or other casualty, the scheduled Close of Escrow shall be extended as necessary to afford the Parties the time frames for notices and deliberations contemplated by this **Paragraph**.

29. Intentionally Deleted

30. Restoration of Property. Buyer agrees that it will, at Buyer's sole cost and expense, restore the Property area to a condition as near as practicable to the condition that existed immediately prior to Buyer's possession or use of the Property for the Project, unless otherwise agreed by the parties.

31. The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

32. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

<INTENTIONALLY LEFT BLANK>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"Buyer"

CITY OF COACHELLA, a Municipal Corporation

By: _____ Name:
Dr. Gabriel Martin
Title: **City Manager**

Date: _____

"Seller"

JAIME R. ZEPEDA AND BETTY A. ZEPEDA, Trustees Of The Zepeda Family Declaration Of Trust Dated November 12, 2014

By: Jaime Zepeda
Name of Seller: **Jaime R. Zepeda**

Date: _____

By: Betty A. Zepeda
Name of Seller: **Betty A. Zepeda**

Date: _____

Project Name : City of Coachella SR 86/Avenue 50 New Interchange
Federal Project No.: BR NBIL 536
Parcel No. : CV14
APN : 778-170-009

JZ B.Z. ____/____
Seller's Initials Buyer's Initials

EXHIBITS

Exhibit A: Legal Description for Parcel No. CV-14

Exhibit B: Plat Map for Parcel No. CV-14

Exhibit C: Permanent Roadway Easement Deed for Parcel No. CV-14

Exhibit D: Temporary Construction Easement Deed for Parcel No. CV-14

Exhibit E: Fixtures and Equipment List

Exhibits E-1 : Seller's Certificate aka FIRPTA

Exhibits E-2 : Seller's Certificate aka FIRPTA

Exhibit F: Tenant List

Exhibit G: Lease

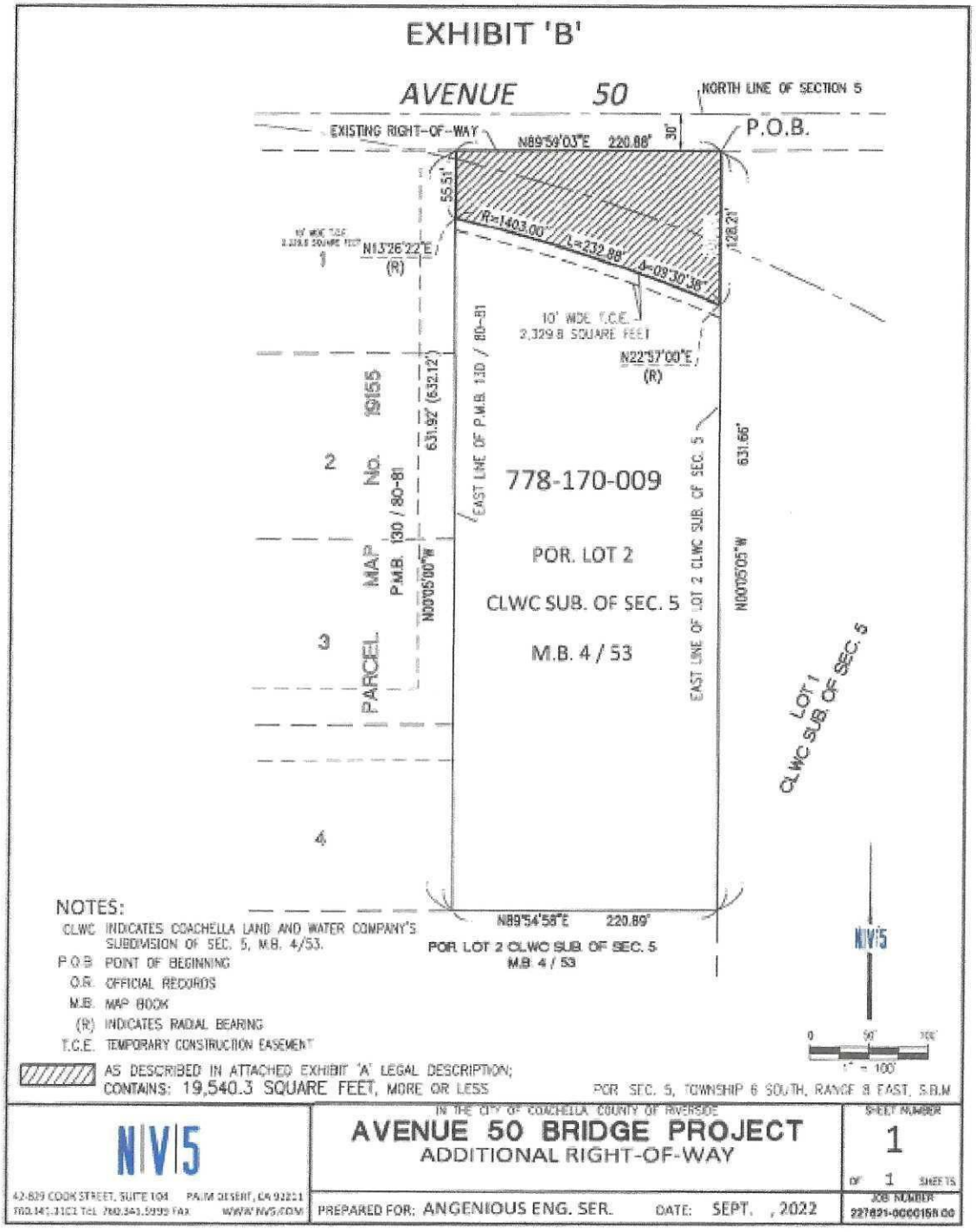
Exhibit H: Tenant Estoppel

Exhibit I: Bill of Sale

Exhibit J: Disclaimer of Ownership

EXHIBIT "A"

Legal Description Parcel No. CV-14



Project Name : City of Coachella SR 86/Avenue 50 New Interchange
Federal Project No.: BR NBIL 536
Parcel No. : CV14
APN : 778-170-009

Seller's Initials _____ Buyer's Initials _____

EXHIBIT 'A'
LEGAL DESCRIPTION

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ALL THAT CERTAIN PORTION OF LOT 2 OF THE COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SECTION 5 AS SHOWN BY MAP RECORDED IN BOOK 4, PAGES 53 OF MAPS, RECORDS OF THE RIVERSIDE COUNTY RECORDER'S OFFICE, AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT 2 AT 30.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 5 (AS MEASURED AT RIGHT ANGLE);

THENCE ALONG THE EAST LINE OF SAID LOT 2, SOUTH 00°05'05" EAST A DISTANCE OF 128.21 FEET TO ITS INTERSECTION WITH A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,403.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 22°57'00" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 232.88 FEET THROUGH A CENTRAL ANGLE OF 09°30'38" TO ITS INTERSECTION WITH THE EAST LINE OF PARCEL MAP NO. 19155, RECORDED IN BOOK 130, PAGES 80 AND 81 OF PARCEL MAPS, RECORDS OF THE RIVERSIDE COUNTY RECORDER'S OFFICE, A RADIAL LINE TO SAID INTERSECTION BEARS NORTH 13°26'22" EAST;

THENCE ALONG SAID EAST LINE, NORTH 00°05'00" WEST A DISTANCE OF 55.51 FEET TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND 30.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLE) THE NORTH LINE OF SAID SECTION 5;

THENCE ALONG SAID PARALLEL LINE, NORTH 89°59'02" EAST A DISTANCE OF 220.88 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 19,540.3 SQUARE FEET, MORE OR LESS.

TOGETHER WITH AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, A STRIP OF LAND 10.00 FEET IN WIDTH LYING SOUTHERLY OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE;

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Project Name : City of Coachella SR 86/Avenue 50 New Interchange
Federal Project No.: BR NBIL 536
Parcel No. : CV14
APN : 778-170-009

JZ BZ. ____/____
Seller's Initials Buyer's Initials

EXHIBIT 'A'
LEGAL DESCRIPTION

RADIAL LINE TO SAID INTERSECTION BEARS NORTH 13°26'22" EAST, AND THE **TERMINUS OF THE LINE** DESCRIBED HERE.

THE SOUTHERLY LINE IS TO BE LENGTHENED OR SHORTHENED AS TO TERMINATE IN THE EAST LINES OF SAID PARCEL MAP NO. 19155 AND SAID LOT 2.

CONTAINING: 2,329.8 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL COVENANTS, RIGHTS, RIGHT-OF-WAYS AND EASEMENTS OF RECORD.

SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

NV5 INC.:
PREPARED BY ME OR UNDER MY DIRECTION:

Jay S. Fahrion 5/29/23

JAY S. FAHRION — DATE
PLS NO. 8207



Project Name : City of Coachella SR 86/Avenue 50 New Interchange
Federal Project No.: BR NBIL 536
Parcel No. : CV14
APN : 778-170-009

J.Z.B.Z. ____/____
Seller's Initials Buyer's Initials

EXHIBIT "B"

Plat Map for Parcel No. CV-14

Recorded at the request of

City of Coachella

When Recorded Mail to:
City of Coachella
c/o: Paragon Partners
Consultants, Inc.
5600 Katella Avenue, Suite 100
Cypress, CA 90630

EXHIBIT C

This document is recorded for the benefit of the City of Coachella and is therefore exempt from the payment of the recording fee pursuant to Government code Section 6103 and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

Space above this line for Recorder's Use

PERMANENT ROADWAY EASEMENT DEED

Parcel No. CV-14

Assessor's Parcel Number: 778-170-009
Federal Project No. BR-NBIL 536

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, JAIME R. ZEPEDA AND BETTY A. ZEPEDA, TRUSTEES OF THE ZEPEDA FAMILY DECLARATION OF TRUST DATED NOVEMBER 12, 2014, ("GRANTORS"), hereby grant to the CITY OF COACHELLA, a municipal corporation, ("GRANTEE"), its successors and assigns, for public street and public utilities purposes, an easement in, over, under, upon, and across all that real property situated in the City of Coachella, County of Riverside, State of California described as follows:

FOR LEGAL DESCRIPTION AND PLAT MAP, SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Dated this _____ day of _____, 20_____.

JAIME R. ZEPEDA AND BETTY A. ZEPEDA, TRUSTEES OF THE ZEPEDA FAMILY DECLARATION OF TRUST DATED NOVEMBER 12, 2014

By: Jaime Zepeda
Jaime R. Zepeda

By: Betty A. Zepeda
Betty A. Zepeda

Project Name : City of Coachella SR 86/Avenue 50 New Interchange
Federal Project No.: BR NBIL 536
Parcel No. : CV14
APN : 778-170-009

JZBZ. ____/____
Seller's Initials Buyer's Initials

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)
) ss
County of _____)

On _____before me, _____,
(Name of Notary)

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

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

WITNESS my hand and official seal.

_____
(Notary Signature)

EXHIBIT 'A'
LEGAL DESCRIPTION

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Project Name : City of Coachella SR 86/Avenue 50 New Interchange
Federal Project No.: BR NBIL 536
Parcel No. : CV14
APN : 778-170-009

J Z B.Z. _____/_____
Seller's Initials Buyer's Initials

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LEGAL DESCRIPTION

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CONTAINING: 2,329.8 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL COVENANTS, RIGHTS, RIGHT-OF-WAYS AND EASEMENTS OF RECORD.

SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

NV5 INC.:
PREPARED BY ME OR UNDER MY DIRECTION:

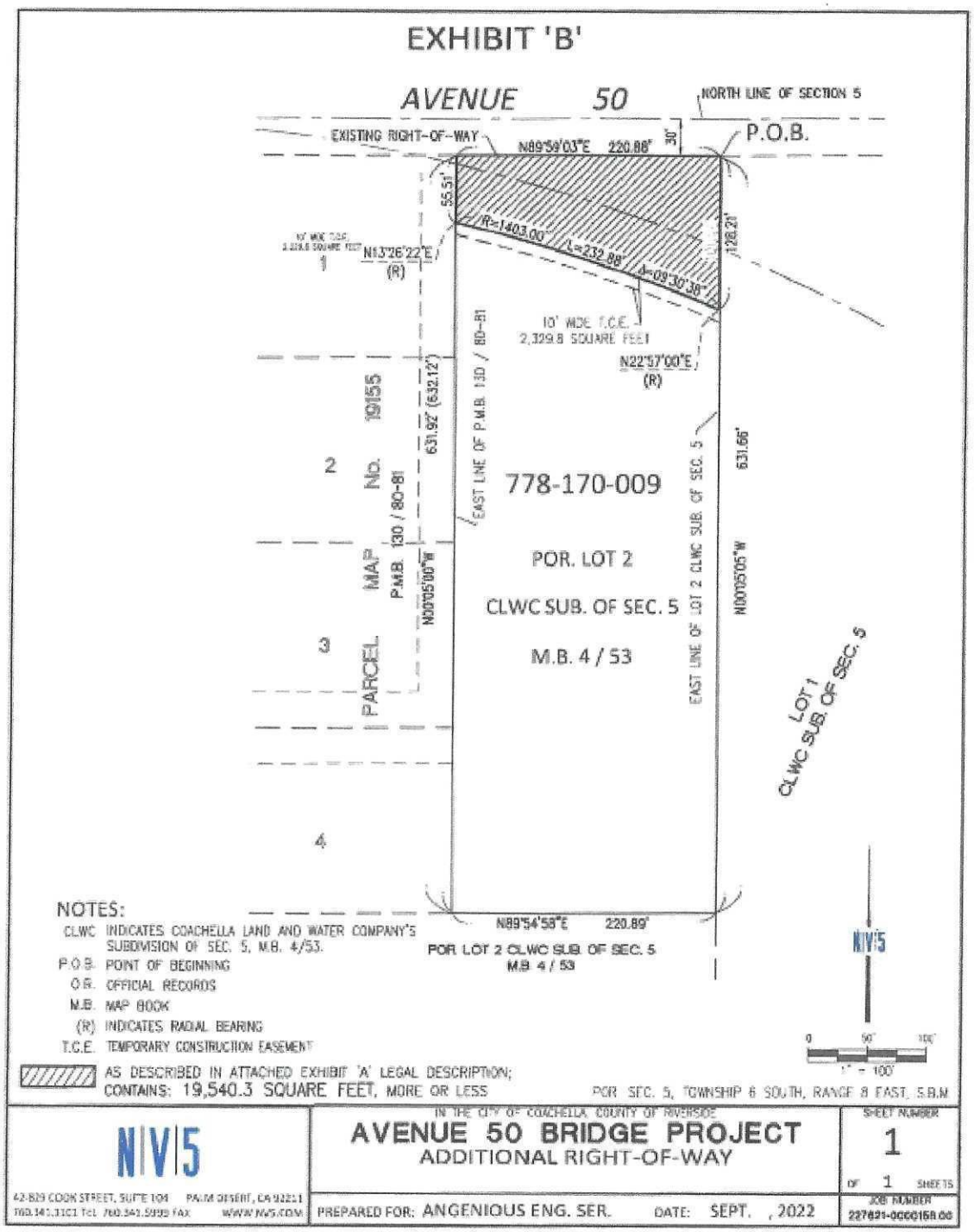
Jay S. Fahrion 5/29/23

JAY S. FAHRION — DATE
PLS NO. 8207



Project Name : City of Coachella SR 86/Avenue 50 New Interchange
Federal Project No.: BR NBIL 536
Parcel No. : CV14
APN : 778-170-009

JZ B.Z. / _____
Seller's Initials Buyer's Initials



Project Name : City of Coachella SR 86/Avenue 50 New Interchange
Federal Project No.: BR NBIL 536
Parcel No. : CV14
APN : 778-170-009

Seller's Initials _____ Buyer's Initials _____

CERTIFICATE OF ACCEPTANCE

PERMANENT ROADWAY EASEMENT DEED

This is to certify that the interest in the real property conveyed by the Permanent Roadway Easement Deed from JAIME R. ZEPEDA AND BETTY A. ZEPEDA, TRUSTEES OF THE ZEPEDA FAMILY DECLARATION OF TRUST DATED NOVEMBER 12, 2014 **("GRANTORS")** to the **CITY OF COACHELLA ("GRANTEE")**, is hereby accepted by the undersigned on behalf of the City Council of the City of Coachella, and the GRANTEE consents to recordation thereof by its duly authorized officer.

_____
Date

_____
Dr. Gabriel Martin
City Manager

Recorded at the request of

City of Coachella

City of Coachella
c/o: Paragon Partners
Consultants, Inc.
5600 Katella Avenue, Suite 100
Cypress, CA 90630

EXHIBIT D

This document is recorded for the benefit of the City of Coachella and is therefore exempt from the payment of the recording fee pursuant to Government code Section 6103 and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

Space above this line for Recorder's Use

TEMPORARY CONSTRUCTION EASEMENT DEED

Parcel No. CV-14

Assessor's Parcel Number: 778-170-005
Federal Project No. BR-NBIL 536

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, JAIME R. ZEPEDA AND BETTY A. ZEPEDA, TRUSTEES OF THE ZEPEDA FAMILY DECLARATION OF TRUST DATED NOVEMBER 12, 2014, ("GRANTORS"), hereby grant to the CITY OF COACHELLA, a municipal corporation ("GRANTEE"), its successors and assigns, an exclusive Temporary Construction Easement for street, highway and public utility purposes over, under, and upon the real property in the City of Coachella, County of Riverside, State of California described as follows:

More particularly described and depicted in Exhibit "A" and Exhibit "B", attached hereto, and made apart hereof, together with all necessary and convenient means of ingress and egress to and from said easement or strip or parcel of land, for the purpose of constructing streets, highways, and public utilities.

Temporary Construction Easement shall be for a thirty-six (36) month period, to commence July 1, 2024 and to terminate June 30, 2027.

At the expiration of the Temporary Construction Easement, GRANTEE shall restore such property to a condition as near as practicable to the condition that existed immediately prior to GRANTEE'S operations.

Dated this _____ day of _____, 20_____.

JAIME R. ZEPEDA AND BETTY A. ZEPEDA, TRUSTEES OF THE ZEPEDA FAMILY DECLARATION OF TRUST DATED NOVEMBER 12, 2014

By: Jaime Zepeda
Jaime R. Zepeda

By: Betty A. Zepeda
Betty A. Zepeda

Project Name : City of Coachella SR 86/Avenue 50 New Interchange
Federal Project No.: BR NBIL 536
Parcel No. : CV14
APN : 778-170-009

JZ BZ
Seller's Initials

_____/_____
Buyer's Initials

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)
) ss
County of _____)

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

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

WITNESS my hand and official seal.

_____
(Notary Signature)

EXHIBIT 'A'
LEGAL DESCRIPTION

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Project Name : City of Coachella SR 86/Avenue 50 New Interchange
Federal Project No.: BR NBIL 536
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JZ BZ. ____ / ____
Seller's Initials Buyer's Initials

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SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

NV5 INC.:
PREPARED BY ME OR UNDER MY DIRECTION:

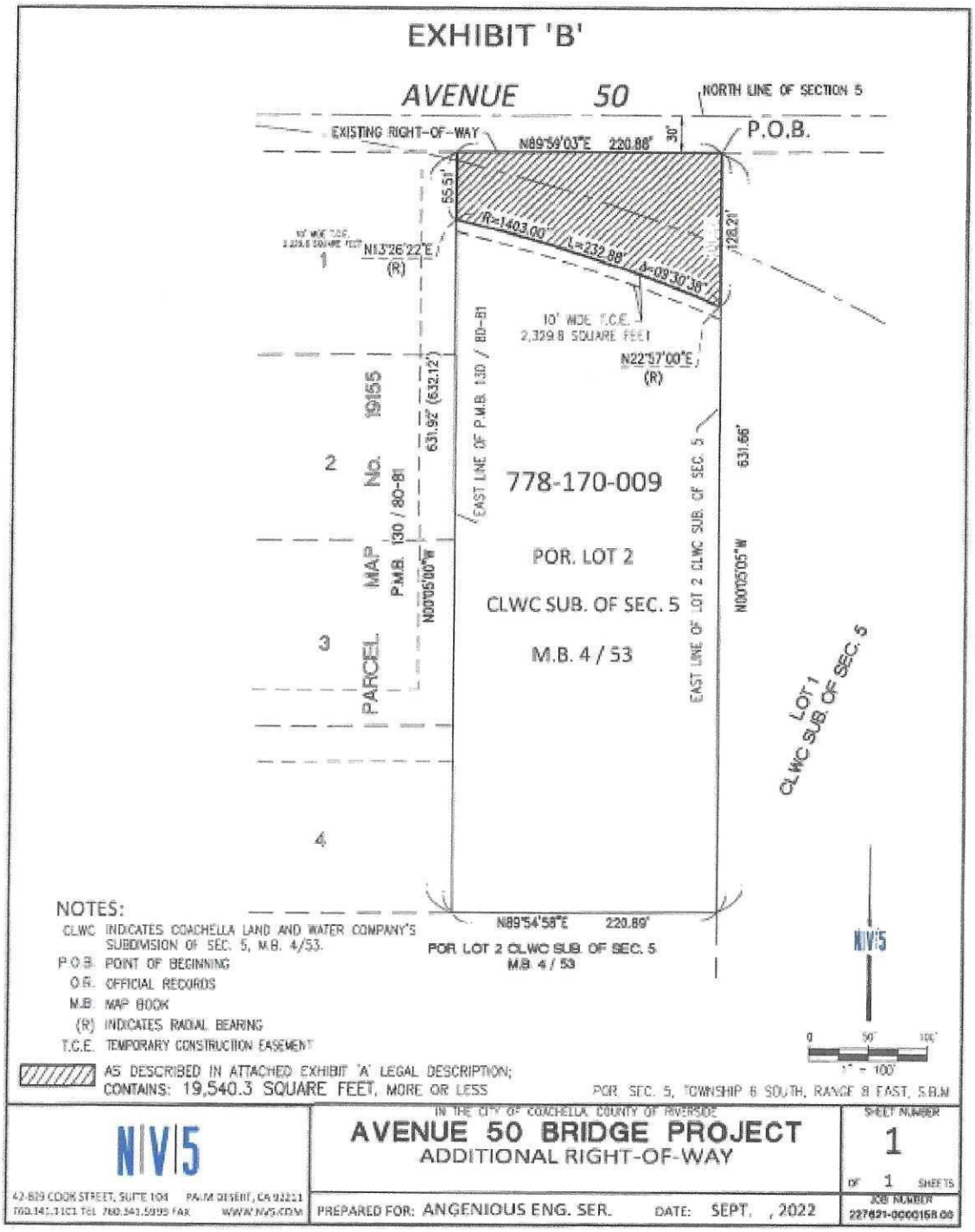
Jay S. Fahrion 5/23/23

JAY S. FAHRION DATE
PLS NO. 8207



Project Name : City of Coachella SR 86/Avenue 50 New Interchange
Federal Project No.: BR NBIL 536
Parcel No. : CV14
APN : 778-170-009

IZBZ. ____/____
Seller's Initials Buyer's Initials



Project Name : City of Coachella SR 86/Avenue 50 New Interchange
Federal Project No.: BR NBIL 536
Parcel No. : CV14
APN : 778-170-009

IZBZ. Seller's Initials

____/____ Buyer's Initials

CERTIFICATE OF ACCEPTANCE
TEMPORARY CONSTRUCTION EASEMENT

This is to certify that the interest in the real property conveyed by the Temporary Construction Easement from JAIME R. ZEPEDA AND BETTY A. ZEPEDA, TRUSTEES OF THE ZEPEDA FAMILY DECLARATION OF TRUST DATED NOVEMBER 12, 2014, **("GRANTOR")** to the CITY OF COACHELLA, a municipal corporation **("GRANTEE")**, is hereby accepted by the undersigned on behalf of the City Council of the City of Coachella, and the GRANTEE consents to recordation thereof by its duly authorized officer.

_____
Date

_____
Dr. Gabriel Martin
City Manager

EXHIBIT "E-1"
SELLER'S CERTIFICATE/ FIRPTA AFFIDAVIT

Section 1445 of the Internal Revenue Code provides that a transferee (Buyer) of a United States (U.S.) real property interest must withhold tax if the transferor (Seller) is a foreign person. To inform the Buyer that withholding of tax is not required upon my disposition of a U.S. real property interest, I, _____, Seller, hereby certify the following:

1. I am not a nonresident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income tax Regulations) for purposes of U.S. income taxation;

2. My U.S. taxpayer identifying number(s) Social Security Number(s) are ____-____-____; and ____-____-____.

3. My business / home address is:

_____

I/we understand that this certification may be disclosed to the Internal Revenue Service by the Buyer, its agent or designee, and that any false statement I/we have made here could be punished by fine, imprisonment, or both.

4. Section 18662 of the Revenue and Taxation Code provides that a buyer may be required to withhold 3-1/3% of the sales price of the California real property sold by a non-resident corporation, unless the sales price of the property is less than $100,000.00.

5. Buyer understands that this certificate may be disclosed to the Franchise Tax Board of California by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

The undersigned declares under penalty of perjury that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete.

Executed this _____day of _____20_____ at Riverside County, CA.

SELLER:

_____

Print Name: _____

EXHIBIT "E-2"
SELLER'S CERTIFICATE/ FIRPTA AFFIDAVIT

Section 1445 of the Internal Revenue Code provides that a transferee (Buyer) of a United States (U.S.) real property interest must withhold tax if the transferor (Seller) is a foreign person. To inform the Buyer that withholding of tax is not required upon my disposition of a U.S. real property interest, I, _____, Seller, hereby certify the following:

1. I am not a nonresident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income tax Regulations) for purposes of U.S. income taxation;

3. My U.S. taxpayer identifying number(s) Social Security Number(s) are ____-____-____; and ____-____-____.

4. My business / home address is:

_____

I/we understand that this certification may be disclosed to the Internal Revenue Service by the Buyer, its agent or designee, and that any false statement I/we have made here could be punished by fine, imprisonment, or both.

4. Section 18662 of the Revenue and Taxation Code provides that a buyer may be required to withhold 3-1/3% of the sales price of the California real property sold by a non-resident corporation, unless the sales price of the property is less than $100,000.00.

5. Buyer understands that this certificate may be disclosed to the Franchise Tax Board of California by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

The undersigned declares under penalty of perjury that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete.

Executed this _____day of _____20_____ at Los Angeles County, CA.

SELLER:

_____

Print Name: _____

EXHIBIT "F"
TENANT LIST

Tenant's Names and Mailing Addresses:

_____

_____

_____

Telephone_____(Home)

Telephone_____(Work)

Monthly Rent _____

Security Deposit _____

Tenant's Names and Mailing Addresses:

_____

_____

_____

Telephone_____(Home)

Telephone_____(Work)

Monthly Rent _____

Security Deposit _____

☐ Seller warrants that there are no tenants or non-owner occupants on the property.

_____ _____

Name of Seller Name of Seller

EXHIBIT "G"

LEASE

EXHIBIT "H"
TENANT ESTOPPEL VERIFICATION

TENANT NAME _____

ADDRESS _____

PHONE NO.: _____ CELL NO.: _____

I hereby certify to the following information regarding my tenancy at the above property:

Move-in date is: _____

I occupy _____ s.f. _____ Units

My monthly rent payment is $ _____

I am current on my rent payments YES _____ NO _____

If NO, please indicate months for which rent has not been paid: _____

_____

My original security deposit was $ _____
Current balance of Security Deposit $ _____
My tenancy is month-to-month YES _____ NO _____
If not, my lease expires on: _____
I pay for the following utilities: Electricity _____ / Gas_____ / Water _____ /Garbage _____

If applicable, please list any other agreements or deposits that you may have with the owner:

_____

_____

☐ Seller/Owner warrants that there are no tenants or non-owner occupants on the property.

I hereby certify that the above information is true and correct.

Tenant's Signature _____ Date _____
Owner's Signature _____ Date _____
Owner's Signature _____ Date _____

Project Name : City of Coachella SR 86/Avenue 50 New Interchange
Federal Project No.: BR NBIL 536
Parcel No. : CV14
APN : 778-170-009

_____/_____ _____/_____
Seller's Initials Buyer's Initials

EXHIBIT "I"

BILL OF SALE

EXHIBIT "J"

Disclaimer of Ownership

STAFF REPORT
3/12/2025

TO: Honorable Mayor and City Council Members

FROM: Andrew Simmons, P.E., City Engineer

SUBJECT: Purchase and sale agreement and certificate of compliance for the acquisition of real property (APN 778-180-004, 778-170-011, 778-170-012) for the Bridge over Whitewater Channel at Avenue 50, City Project ST-69.

STAFF RECOMMENDATION:

Authorize the City Manager and City Engineer to execute purchase and sale agreement and certificate of compliance for the acquisition of real property (APN 778-180-004, 778-170-011, 778-170-012) for the Bridge over Whitewater Channel at Avenue 50, City Project ST-69.

BACKGROUND:

The Avenue 50 Bridge Project improvements include realignment and widening of Avenue 50 from the existing two-lane roadway to a six-lane major arterial, and realignment of Tyler Street. The project will also improve public safety and mobility by constructing a new bridge spanning over the Whitewater Channel, replacing the existing low water crossing and eliminating flood-related hazards during inclement weather events.

DISCUSSION/ANALYSIS:

The land in question spans across three parcels in agricultural land located on Avenue 50/Tyler Street as shown in the attached agreement, (APN 778-180-004, 778-170-011, 778-170-012). City staff has negotiated with the owner and have come to an agreement for the portion needed for the Avenue 50 Bridge. The agreement for acquisition of real property includes the purchase of approximately 217,812 square feet of permanent easement and 30,069 square feet of temporary construction easement for APNs 778-180-004 and 778-170-011. The agreement for acquisition of real property includes the purchase of approximately 53,873 square feet of permanent easement and 215,389 square feet of temporary construction easement for APN 778-170-012. The total cost of this acquisition is estimated to be $1,400,000.00.

FISCAL IMPACT:

No fiscal impact or additional appropriations needed. The cost associated with the acquisition is included in the FY 24/25 CIP budget for the Avenue 50 Bridge Project, ST-69. The total estimated cost for the property and easement acquisitions is $ 1,400,000. The agreement will be covered by HBP funds ($319,620), CVAG ($810,285) and SB1 Fund 109 ($270,095).

ATTACHMENTS:

1. Agreement for acquisition of real property

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

Project: BR-NBIL 536
Parcel Nos: CV-15, CV-16 & CV-18
APNs: 778-170-011, 778-180-004 and 778-170-012
Property Address: Southwest Corner Avenue 50 and Tyler Street, Coachella, CA 92236

Escrow No. _____

This PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is made and entered into as of this 25th day of February 2025 by and between Peter Rabbit Farms, Inc., a California corporation ("**Seller**"); and the City of Coachella, a Municipal Corporation ("**Buyer**" or "**City**").

In consideration of the mutual covenants herein contained, Seller agrees to grant and convey the property described below to Buyer, and Buyer agrees to acquire and accept the property described below from Seller, upon the terms and conditions herein set forth. The terms and conditions of this Agreement and the instructions to Commonwealth Land Title Insurance Company ("**Escrow Holder**") with regard to the escrow ("**Escrow**") created pursuant hereto are as follows:

1. Property. On the terms and conditions set forth hereinafter, Buyer desires to acquire all of the following:

(a) Real Property. Buyer desires to acquire from Seller those certain real property interests which are identified as a Permanent Roadway Easement and a Temporary Construction Easement, described and depicted in **Exhibits A and B** attached hereto and further described and depicted in the Easement Deeds in **Exhibits C and D** (collectively, "**Property**").

2. Purchase and Sale: Settlement of All Claims. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell the Property to Buyer and settle all related claims, including but not limited to, compensation for the Property and compensation for all damages of every kind and nature suffered, or to be suffered, by reason of the acquisition of the Property and construction of the roadway project legally described and generally depicted on **Exhibits A, B, C** and **D** (collectively, the "**Project**") for which the Property is being acquired; and Buyer agrees to purchase the Property from Seller, and settle all related claims, upon the terms and conditions herein set forth.

3. Compensation. The total purchase price for the Permanent Easement and the use of the Temporary Construction Easement is **ONE MILLION SIX HUNDRED THIRTY-SEVEN THOUSAND ONE HUNDRED NINETY-FIVE DOLLARS AND NO CENTS ($1,637,195.00)** (hereinafter, "**Compensation**"). It is understood and agreed between the Parties that payment of the Compensation includes, without limitation, payment for all improvements, if any, in or on the Permanent Easement and any improvements demolished as expressly permitted by this Agreement and/or the Temporary Construction Easement, which improvements the Parties acknowledge and agree are considered to be part of the realty or real property and are being acquired by City in this transaction and, therefore, may be removed and disposed of, without the obligation to replace or pay any consideration in addition to that set forth in this Agreement subject to the following limitations:

a. Buyer understands, acknowledges and agrees that the existing irrigation and drainage improvements located on the Property, as shown in Exhibit L (collectively the "**Irrigation Tile-drain Improvements**") are in part designed and intended to serve and benefit adjacent lands owned by Seller (collectively, the "**Adjacent Seller Property**"). Buyer further understands, acknowledges and agrees that (1) Seller reserves unto itself and retains full rights to use and enjoy the Irrigation Improvements to serve and benefit the Adjacent Seller Property, and (2) Buyer shall have no right to use or disturb and shall not remove, dispose or damage the Irrigation Improvements provided that Buyer may temporarily disrupt the functioning of the Irrigation Improvements beginning on May 1, 2025 and continuing through December 31, 2025 after which the full and complete functionality and operation of the Irrigation Improvements shall be restored to the complete written satisfaction of Seller.

b. Seller agrees that the Irrigation Tile-drain Improvements do not include any of the typical farming distribution irrigation lines. Seller further understands, acknowledges and agrees unto itself and is solely responsible for installing and maintaining those farming distribution irrigation lines based on the actual farming needs on the Adjacent Seller Property,

c. In the event that Buyer terminates this Agreement as may be permitted hereunder and prior to such termination has removed, disposed, disturbed or damaged in whole or in part any of the Irrigation Improvements, then Buyer at Buyer's sole cost and expense shall promptly replace, repair and refurbish the Irrigation Improvements to their original condition as of the date of this Agreement.

4. Payment of Compensation. The Compensation shall be payable by Buyer as follows:

a. Closing Funds. Prior to the Close of Escrow, Buyer shall deposit or cause to be deposited with Escrow Holder, by a certified or bank cashier's check made payable to Escrow Holder or a confirmed wire transfer of funds, the Compensation plus or minus Escrow Holder's estimate of Buyer's closing costs, prorations and charges payable pursuant to this Agreement (the "**Closing Funds**").

b. Interest Bearing Accounts. Escrow Holder is hereby authorized to deposit Closing Funds into an interest-bearing account, and credit Buyer for said interest accrued prior to the Close of Escrow, provided however that Escrow Holder shall not be obligated to open such account until Escrow has received an executed form W-9 with appropriate taxpayer information from the Buyer. Escrow Holder shall deliver to Buyer a "Notice of Opportunity to Earn Interest" concurrently with Escrow Instructions.

5. Temporary Construction Easement. Seller's grant of the Temporary Construction Easement ("**TCE**" or "**TCE Deed**") to City is subject to the terms and conditions of the TCE Deed attached hereto and incorporated herein by this reference.

a. It is understood and agreed that the amount payable in **Paragraph 4** above includes Compensation in full for the actual possession and use of the Temporary Construction Easement identified as Parcel Numbers CV-15, CV- 16 & CV-18 for the period commencing on September 01, 2025 and terminating on August 31, 2028 ("**TCE Expiration Date**"). This easement may also be terminated prior to the above date by the City upon written notice to the Seller. In the event it is anticipated the use will extend beyond the prescribed time, the City and the Seller shall enter into an amended contract to extend the term of the Temporary Construction Easement. The City shall provide Just Compensation for the extended period. At any time after the TCE Expiration Date (as the same may be extended by the parties) promptly upon written request Buyer at Buyer's sole cost shall execute and deliver to Seller in recordable form a quitclaim and release in a form sufficient to clear public records of the cloud on title caused the recorded TCE Deed.

b. Seller shall and does hereby grant to City the Temporary Construction Easement pursuant to the terms and conditions described more particularly in the TCE Deed. Pursuant to the TCE Deed, City has the right to access and use the Temporary Construction Easement Area to facilitate the construction of the Project, and for all activities and uses necessary and convenient thereto in connection with the construction and operation of the Project as set forth in the TCE Deed and in accordance with the terms and conditions set forth therein.

c. A temporary construction barrier may be installed at or near the perimeter of the Temporary Construction Easement Area once the construction is started and the Temporary Construction Easement Area is disturbed by demolition and/or

construction. At the expiration of the Temporary Construction Easement, Buyer shall, subject to reasonable wear and tear, restore the Temporary Construction Easement Area to a condition as near as practicable to the condition that existed immediately prior to Buyer's operations. Buyer shall not, however, be required to restore (i) landscaping or any other improvements for which Seller has been paid under terms of this Agreement, or (ii) any other changed condition or circumstance not resulting from Buyer's operations, negligence or greater fault to the pre-existing condition.

d. While on the Temporary Construction Easement Area, Buyer will comply with all applicable laws, rules and regulations. Buyer will be responsible and liable for any damage to the Property to the extent the same is both (i) proximately caused by the negligent acts or greater fault of Buyer in connection with its use or occupancy of the Property for the purposes specified herein and (ii) not (a) remedied in accordance with or otherwise resolved or covered as a result of the terms of this Agreement, including, without limitation, the payment(s) to be made hereunder and/or pursuant hereto or (b) permitted, contemplated, waived or released by the terms of this Agreement or the TCE Deed.

6A. General Waiver and Release. The Compensation represents full payment and just compensation for the Property and for all damages of every kind and nature suffered, or to be suffered, by reason of the acquisition of the Property and construction of the Project for which the Property is being acquired. By execution of this Agreement, Seller, and its successors and assigns, shall be deemed to knowingly and voluntarily waive, release and discharge Buyer from liability or responsibility for or related to any right Seller has, has had, or may in the future have to any claim for additional compensation or damages or liability of any kind, whether known or unknown, foreseen or unforeseen, relating in any way to or arising out of:

[i] Buyer's acquisition of the Property, and/or

[ii] Any damage to the remainder incurred as a result of Buyer's acquisition of the Property and/or construction of the Project for which the Property is being acquired and/or

[iii] Any damage, loss of income revenue, or any and all other impacts to the business being operated at Southwest Corner Avenue 50 and Tyler Street, Coachella, CA 92236

Seller, and its successors and assigns, knowingly and voluntarily waive and release Buyer, and any and all of Buyer's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from any and all claims, liabilities, losses, damages, actions, costs and expenses of any kind or nature as to the following: precondemnation damages; loss of goodwill, lost profits, injury or loss of machinery, fixtures, furniture and/or equipment, any right to repurchase; leaseback from Buyer, or receive any financial gain from, the sale of any portion of the Property, or challenge Buyer's adoption of a resolution of necessity, pursuant to Code of Civil Procedure sections 1245.245; any right to receive any notices pursuant to Code of Civil Procedure section 1245.245; any right to enforce any other obligation placed upon Buyer pursuant to Code of Civil Procedure sections 1245.245 and 1263.615; any other rights conferred upon Seller pursuant to Code of Civil Procedure sections 1245.245 and 1263.615 and 1263.025; and attorney's fees and costs.

6B. Waiver of Damages to the Remainder. Seller acknowledges and agrees that the Compensation is inclusive of, and payment of said Compensation constitutes full and complete satisfaction of, any and all claims for damages, including lost rents, to the remainder caused by either or both of the following: (a) The severance of the remainder from the Property; and/or (b) The construction and use of the Project for which the Property is taken (collectively, the "**Severance Damages Claim**"). Seller, and its successors and assigns, expressly, knowingly and voluntarily agree to fully and forever discharge Buyer, and any and all of Buyer's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from any and all further liability, responsibility or obligation to pay additional compensation of any kind whatsoever arising out of or in any way relating to Seller's Severance Damages Claim.

6C. Waiver of Additional Relocation Assistance and Compensation. Seller acknowledges and agrees that the Compensation is inclusive of, and payment of said Compensation constitutes full and complete satisfaction of, any and all claims for relocation assistance and compensation under applicable provisions of, *inter alia,* the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. §§ 4601 *et seq.),* California's Relocation Assistance Act (Gov. Code §§ 7260 *et seq.),* California and federal regulations resulting from Buyer's acquisition of the Property (hereinafter, "**Relocation Claim**"). Seller, and its successors and assigns, expressly, knowingly and voluntarily agree to fully and forever waive, release and discharge Buyer, and any and all of Buyer's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from any and all further liability, responsibility or obligation to pay additional compensation of any kind whatsoever arising out of or in any way relating to Seller's Relocation Claim.

6D. Compensation Inclusive of Lost Business Goodwill and Profits. Seller acknowledges and agrees that the Compensation is inclusive of, and payment of said Compensation constitutes full and complete satisfaction of, any and all claims for compensation for lost business goodwill under Code of Civil Procedure section 1263.510 *et seq.,* as well as compensation for lost profits, related to Buyer's acquisition of the Property and the Improvements (collectively, "**Goodwill and Lost Profits Claim**"). Seller, and its successors and assigns, expressly, knowingly and voluntarily agree to fully and forever waive, release and discharge Buyer, and any and all of Buyer's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from any and all further liability, responsibility or obligation to pay additional compensation of any kind whatsoever arising out of or in any way relating to Seller's Goodwill and Lost Profits Claim.

6E. Waiver of Compensation for Additional Fixtures and Equipment. Seller acknowledges and agrees that the Compensation is inclusive of, and payment of said Compensation constitutes full and complete satisfaction of, any and all claims for compensation due to damage or loss of any and all of Seller's improvements pertaining to the realty, machinery, fixtures, inventory, equipment and/or personal property resulting from or related to Buyer's acquisition of the Property and the Improvements. Seller, and its successors and assigns, expressly, knowingly and voluntarily agree to fully and forever waive, release and discharge Buyer; and any and all of Buyer's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from any and all further liability, responsibility or obligation to pay additional compensation of any kind whatsoever arising out of or in any way relating to any damage to or loss of Seller's improvements pertaining to the realty, machinery, fixtures, inventory, equipment and/or personal property resulting from or related to Buyer's acquisition of the Property and the improvements.

6F. Payment of Independent Appraisal Fee. Seller acknowledges and agrees that the Compensation is inclusive of, and payment of said Compensation constitutes full and complete satisfaction of, any and all claims arising from or related to any obligation imposed by Section 1263.025 of the Code of Civil Procedure to pay the reasonable costs, not to exceed five thousand dollars ($5,000), of an independent appraisal ordered by the owner of a property that the public entity offers to purchase under a threat of eminent domain, at the time the public entity makes the offer to purchase the property ("**Section 1263.025 Claim**"). Seller, and its successors and assigns, expressly, knowingly and voluntarily agree to fully and forever waive, release and discharge Buyer, and any and all of Buyer's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from any further liability, responsibility or obligation to pay additional compensation of any kind whatsoever arising out of or in any way relating to the Section 1263.025 Claim.

6G. Waiver of Rights Provided By Civil Code Section 1542. Seller acknowledges and agrees that it is familiar with the provisions of California Civil Code Section 1542, which is expressly understood by each party hereto to provide as follows:

*****

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

*****

Seller being aware of said code section hereby expressly waives any and all rights it may have thereunder with respect to the matters set forth above in this **Paragraph 6**, as well as under any other statute or common law principles of similar effect.

I HAVE READ AND UNDERSTOOD THE FOREGOING WAIVER OF RIGHTS UNDER CIVIL CODE SECTION 1542.

_____ / _____
SELLER'S INITIALS

All of the agreements, waivers, releases and other terms and provisions of this Section 6 shall survive the Close of Escrow and the recording of the Easement Deeds.

7. Right of Entry for Construction Purposes (**"Right of Entry"**). Upon execution of this Agreement by Buyer and Seller, and deposit of funds in the amount of the Compensation into Escrow, Buyer shall have the right of possession and use of the Permanent Easement Area including, without limitation, subject to the limitations and restrictions set forth above in **Paragraph 3**, the right to remove and dispose of improvements thereon thereat and/or thereto and construct the Project. The foregoing agreement of Seller shall survive the Closing, including, without limitation, the recording of the Grant of Easement or, at Buyer's election, the termination of this Agreement by either Party (whether Seller or Buyer) for any reason, including, without limitation, a breach by the other Party and/or the return of the Purchase Price deposit by Escrow Holder to Buyer on termination of this Agreement. Seller hereby grants permission to Buyer and/or its employees, contractors, agents and assigns, to enter upon the Property prior to the Close of Escrow for the purpose of constructing the Project and accomplishing all necessary incidents thereto, provided that any entry into the residence or business of Seller or its tenant(s) shall be preceded by three (3) days written Notice of Intent to Enter delivered to Seller, and no demolition or removal of Improvements shall commence prior to the vacation of Property.

The right of entry permission granted herein is granted in consideration of the location and construction of the Project and improvements, and incidents thereto, which it is understood is required by Buyer, and shall continue in effect until the Close of Escrow.

Pursuant to this **Paragraph 7,** Buyer shall indemnify, defend and hold the Seller harmless from and against any damages, liabilities, judgments, claims, expenses, and penalties resulting from Buyer's use of this Right of Entry by Buyer and its agents, contractors, and employees.

8. Escrow.

a) Opening of Escrow. For purposes of this Agreement, the Escrow shall be deemed opened on the date Escrow Holder shall have received an executed counterpart of this Agreement from both Buyer and Seller ("**Opening Date**"). Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened and the Closing Date, as defined in **Paragraph 8(b),** below. In addition, Buyer and Seller agree to execute, deliver, and be bound by any reasonable or customary supplemental escrow instructions of Escrow Holder, or other instruments as may reasonably be required by Escrow Holder, in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend, or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control.

b) Close of Escrow. For purposes of this Agreement, "**Close of Escrow**" shall be defined as the date that the conveyance instruments, the form of which are attached hereto as **Exhibit "C"** and **Exhibit "D"** (collectively, "**Easement Deeds**") conveying the Property to Buyer, is recorded in the Official Records of Riverside County, California. This Escrow shall close within **sixty (60) days** of the Opening Date ("**Closing Date**").

9. Conditions of Title. It shall be a condition to the Close of Escrow and a covenant of Seller that title to the Property shall be conveyed to Buyer by Seller via the Easement Deeds, subject only to the following Approved Conditions of Title ("**Approved Condition of Title**"):

a) A lien to secure payment of real estate taxes, not delinquent.

b) The lien of supplemental taxes assessed pursuant to Chapter 3.5, commencing with Section 75 of the California Revenue and Taxation Code ("**Code**"), but only to the extent that such supplemental taxes are attributable to the transaction contemplated by this Agreement. Seller shall be responsible for, and hereby indemnifies Buyer and the Property against, any supplemental taxes assessed pursuant to the Code, to the extent that such taxes relate to events (including, without limitation, any changes in ownership and/or new construction) occurring prior to the Close of Escrow.

c) Matters affecting the Approved Condition of Title created by or with the written consent of Buyer.

d) Exceptions, which are disclosed by the Report, described in **Paragraph 11.a (1)** hereof and which are approved or deemed approved by Buyer in accordance with **Paragraph 11.a (1)** hereof.

Seller covenants and agrees that during the term of this Escrow, Seller will not cause or permit title to the Property to differ from the Approved Condition of Title described in this **Paragraph 9**. Any liens, encumbrances, easements, restrictions, conditions, covenants, rights, rights-of-way, or other matters affecting the Approved Condition of Title which may appear of record or be revealed after the date of the Report described in **Paragraph 11.a (1)** below, shall also be subject to Buyer's approval and must be eliminated, subordinated or ameliorated to Buyer's satisfaction by Seller prior to the Close of Escrow as a condition to the Close of Escrow for Buyer's benefit.

10. Title Policy. Title shall be evidenced by the irrevocable commitment of the Title Company to issue its CLTA Standard Form Policy or Binder of Title Insurance ("**Title Policy**") in the amount of the Compensation showing title to the Property vested in Buyer subject only to the Approved Condition of Title.

11. Conditions to Close of Escrow.

a) Conditions to Buyer's Obligations. The Close of Escrow and Buyer's obligation to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions for Buyer's benefit on or prior to the dates designated below for the satisfaction of such conditions:

(1) Title. Buyer shall have approved the legal descriptions of the Property attached hereto as **Exhibit "A"** and any matters of title as disclosed by the following documents ("**Title Documents**") to be delivered to Buyer at Buyer's sole cost and expense: (i) standard preliminary title report ("**Report**") dated on or after the date of this Agreement issued by Commonwealth Land Title Insurance Company ("**Title Company**") with respect to the Property (ii) legible copies of all documents, whether recorded or unrecorded, referred to in the Report. Seller shall cause the Title Company to deliver the Title Documents to Buyer within **seven (7) days** after the Opening of Escrow. Buyer shall have until **thirty (30) days** after Opening Date ("**Title Approval Date**") to give Seller and Escrow Holder written notice ("**Buyer's Title Notice**") of Buyer's disapproval or conditional approval of any matters shown in the Title Documents. Failure of Buyer to give Buyer's Title Notice on or before the Title Approval Date shall be deemed to constitute Buyer's approval of all Title Documents. If Buyer disapproves or conditionally approves any matters of title shown in the Title Documents, Seller may, within **five (5) days** after its receipt of Buyer's Title Notice, elect to eliminate or ameliorate to Buyer's satisfaction the disapproved or conditionally approved title matters. Seller shall hereupon give Buyer written notice ("**Seller's Title Notice**") of those disapproved or conditionally approved title matters, if any, which Seller covenants and agrees to either eliminate from the Title Policy as exceptions to title to the Property or to ameliorate to Buyer's satisfaction by the Closing Date as a condition to the Close of Escrow for Buyer's benefit. If Seller does not elect to eliminate or ameliorate to Buyer's satisfaction some or all disapproved or conditionally approved title matters, or if Buyer disapproves of Seller's Title Notice, or if, Seller elects to eliminate or ameliorate a disapproved matter and thereafter Seller is unable to eliminate or ameliorate to Buyer's satisfaction all such disapproved matters prior to the Closing Date, then Buyer shall have the right to, by a writing delivered to Seller and Escrow Holder: (i) waive its prior disapproval, in which event said disapproved matters shall be deemed approved; or (ii) terminate this Agreement and the Escrow created pursuant thereto, in which event Buyer shall be entitled to the return of all monies previously deposited with Escrow Holder and/or released to Seller pursuant to this Agreement, and the Escrow and the rights and obligations of the parties hereunder shall thereafter terminate. Notwithstanding anything to the contrary contained in this paragraph, Buyer hereby objects to all liens evidencing monetary encumbrances (other than liens for nondelinquent property taxes) and Seller agrees to cause all such liens to be eliminated at Seller's sole cost and expense prior to the Closing Date.

(2) Review and Approval of Documents and Materials. Within **seven (7) days** after the Opening of Escrow, Seller shall deliver to Buyer, at Seller's sole cost and expense, for Buyer's review and approval, the most recent property tax statements for the Property. For a period of **five (5) days** following Buyer's receipt of the tax statements from Seller ("**Contingency Period**"), Buyer shall have the right to review and approve or disapprove, in its sole and subjective discretion, any or all of the tax statements. Failure of Buyer to approve any of the tax statements on or before the expiration of the Contingency Period shall be deemed to constitute Buyer's disapproval thereof.

(3) Representations, Warranties, and Covenants of Seller. Seller shall have duly performed each and every agreement to be performed by Seller hereunder and Seller's representations, warranties, and covenants set forth in **Paragraph 17** shall be true and correct as of the Closing Date.

(4) No Material Changes. At the Closing Date, there shall have been no material adverse changes in the physical condition of the Property.

(5) Inspections and Studies. On or before **thirty (30) days** after Opening Date ("**Due Diligence Period**"), Buyer shall have approved the results of any and all inspections, investigations, tests and studies (including, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies, environmental studies, soil and structure investigation and analysis, seismic and geologic reports) with respect to the Property (including all structural and mechanical systems and leased areas) as Buyer may elect to make or obtain. Notwithstanding the foregoing, no destructive or invasive testing or borings shall be conducted without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the re-compaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due.

The failure of Buyer to disapprove said results on or prior to the expiration of the Due Diligence Period shall be deemed to constitute Buyer's approval of the results. The cost of any such inspections, tests and studies shall be borne by Buyer. During the term of this Escrow, Buyer, its agents, contractors and subcontractors shall have the right to enter upon the Property, at reasonable times during ordinary business hours, to make any and all inspections and tests as may be necessary or desirable in Buyer's sole judgment and discretion. Buyer shall use care and consideration in connection with any of its inspections.

(6) Property Disclosure Report. Buyer and Seller acknowledge that they are aware of the "Natural Hazard Disclosure Law, California AB1195" wherein it is the responsibility of Seller and/or Seller's Agent to provide the Buyer with a Property Disclosure Report regarding Natural Hazard Zones. The parties hereby instruct Escrow Holder NOT to order a Property Disclosure Report regarding Natural Hazard Zones. Escrow Holder has NO responsibility in connection with this report. It shall be the responsibility of the Seller and Buyer to handle said report outside of the Escrow and Escrow Holder shall NOT be concerned with obtaining the report.

(7) Pest Inspection Waiver. Buyer and Seller acknowledge that there will be NO pest inspection, report, completion, or certification provided through Escrow, and Buyer and Seller further relieve Escrow Holder of any liability in connection with this provision. Buyer hereby waives its right to a pest inspection, report, completion or certification through this Escrow.

(8) Execution of Documents. Seller's execution and deposit into Escrow of the documents and instruments to be deposited by Seller as set forth in **Paragraph 12** of this Agreement.

b) Conditions to Seller's Obligation. For the benefit of Seller, the Close of Escrow shall be conditioned upon the occurrence and/or satisfaction of each of the following conditions (or Seller's waiver thereof, it being agreed that Seller may waive any or all of such conditions):

(1) Buyer's Obligations. Buyer shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Buyer, and

(2) Buyer's Representations. All representations and warranties made by Buyer to Seller in this Agreement shall be true and correct as of the Close of Escrow.

(3) Execution of Documents. Buyer's execution and deposit into Escrow of the funds, documents and instruments to be deposited by Buyer as set forth in **Paragraph 13** of this Agreement.

12. Deposits by Seller. At least **one (1) business** day prior to the Close of Escrow, Seller shall deposit or cause to be deposited with Escrow Holder the following documents and instruments:

a) Seller's Certificate. A Certificate of Nonforeign Status ("Seller's Certificate"), duly executed by Seller in the form attached hereto as **Exhibits "E-1" and "E-2".**

b) Easement Deeds. The Easement Deeds conveying the Property to Buyer duly executed by Seller, acknowledged and in recordable form in the form attached hereto as **Exhibit "C"** and **Exhibit "D".**

c) Other Documents. Such other documents and instruments as Escrow Holder may reasonably require in order to accomplish the Closing of Escrow.

13. Deposits by Buyer. Buyer shall deposit, or cause to be deposited with Escrow Holder, the funds which are to be applied toward the payment of the Compensation in the amounts and at the times designated in **Paragraph 4** above (as reduced by the prorations and credits hereinafter provided), and such other documents and instruments as Escrow Holder may reasonably require in order to accomplish the Closing of Escrow.

14. Costs and Expenses.

a) Costs to Buyer. The cost and expense of the Title Policy attributable to CLTA coverage, plus, if required, the cost attributable to an endorsement insuring Buyer's title against any mechanics' liens as of the Closing Date, shall be paid by Buyer. The escrow fee of Escrow Holder shall be paid by Buyer. Buyer shall pay all documentary transfer taxes payable in connection with the recordation of the Easement Deeds. The amount of such transfer taxes shall not be posted on the Easement Deeds, but shall be supplied by separate affidavit. Buyer shall pay the Escrow Holder's customary charges to Buyer and Seller for document drafting, recording, and miscellaneous charges. If, as a result of no fault of Buyer or Seller, Escrow fails to close, Buyer shall pay all of Escrow Holder's fees and charges.

b) Costs to Seller. Seller shall pay any costs specifically associated with providing clear title to the Property to Buyer, including, without limitation, costs of eliminating or ameliorating any disapproved matters pursuant to **Paragraph 11a(1)** and any and all fees charged by Seller's lender in connection with this transaction. Penalties for prepayment of bona fide obligations secured by any existing deed of trust or mortgage shall be waived pursuant to Civil Code Procedures Section 1265.240.

15. Prorations. The following prorations shall be made between Seller and Buyer on the Closing Date, computed as of the Closing Date:

a) Taxes. Real and personal property taxes and assessments on the Property shall be prorated on the basis that Seller is responsible for (i) all such taxes for the fiscal year of the applicable taxing authorities occurring prior to the "**Current Tax Period**," and (ii) that portion of such taxes for the Current Tax Period determined on the basis of the number of days which have elapsed from the first day of the Current Tax Period to the Closing Date, (not inclusive of the Close of Escrow date), whether or not the same shall be payable prior to the Closing Date. The phrase Current Tax Period refers to the fiscal year of the applicable taxing authority in which the Closing Date occurs. In the event that as of the Closing Date the actual tax bills for the year or years in question are not available, and the amount of taxes to be prorated as aforesaid cannot be ascertained, then rates and assessed valuation of the previous year, with known changes, shall be used, and when the actual amount of taxes and assessments for the year or years in question shall be determinable, then such taxes and assessments will be re-prorated between the parties to reflect the actual amount of such taxes and assessments. Buyer and Seller hereby acknowledge that the Buyer is a tax-exempt entity and is therefore not responsible for paying any prorated property taxes. Escrow Holder is hereby authorized and instructed to issue a check for the prorated share of Seller's _____ ,_____ __ ___installment taxes, from _____ to the Close of Escrow (not inclusive of the Close of Escrow Date), from the Seller's proceeds at the close of escrow. Said check shall be made out to the Riverside County Tax Collector and delivered to Buyer at the close of escrow for processing. Any refund due the Seller from Riverside Tax Collector will be handled outside of escrow.

b) Rents and Security Deposit. Seller warrants that the information provided on Lessor/Owner Certification of Tenants and Lease attached as **Exhibit "F"** and **Exhibit "G"** and/or provided to Escrow is correct. Seller warrants that there are no other tenants or written or oral leases on all or any portion of the Property and Seller further agrees to hold Buyer harmless and reimburse Buyer for any and all of its losses and expenses, including relocation assistance costs, occasioned by reason of any undisclosed lease of said property held by any undisclosed tenant of Seller.

Within seven (7) days after the Opening of Escrow, Seller shall provide to Buyer, a Tenant Estoppel, attached as **Exhibit "H"**, from each tenant of Seller, fully executed by Seller and tenant.

All rents shall be prorated as of the Close of Escrow. All rents derived from the Property up to and including the Close of Escrow date shall be paid to the Seller(s), and all rents derived thereafter shall be paid to the Buyer. If any rents on said property have been or are collected by the undersigned Seller(s) for any period beyond the Close of Escrow date, the undersigned Sellers(s) shall credit such rents amounts to the Buyer. Seller shall credit Buyer the amount of the security deposit from tenant currently on deposit with Seller.

c) Utilities - Owner Occupied Property. All gas, water, electricity, heat, fuel, sewer, other utilities and the operating expenses relating to the Property shall remain in the account of the Seller.

d) Utilities - Non-Owner Occupied Property. All gas, water, electricity, heat, fuel, sewer, and other utilities accounts under the name of the Seller, relating to the Property.

16. Disbursements and Other Actions by Escrow Holder. Upon the Close of Escrow, the Escrow holder shall promptly undertake all of the following in the manner indicated:

a) Prorations. Prorate all matters referenced herein, based upon the statement delivered into Escrow signed by the parties.

b) Funds. Disburse from funds deposited by Buyer with Escrow Holder toward payment of all items chargeable to the account of Buyer, pursuant thereto in payment of such costs, and disburse the balance of such funds, if any, to Buyer.

c) Recording. Cause the Easement Deeds and any other documents, which the parties hereto may mutually direct, to be recorded in the Official Records of Riverside County, California, in the order specified in writing by the parties. Escrow Holder is instructed not to affix the amount of documentary transfer tax on the face of the Easement Deeds, but to supply same by separate affidavit.

d) Documents to Buyer. Deliver the Seller's Certificate and Bill of Sale, executed by Seller, and, when issued, the Title Policy to Buyer.

e) Pay demands of existing lienholders.

f) Property Taxes. Escrow Holder shall issue a check for the prorated share of Seller's 20_/20_____ installment taxes, from _____ _, 20_ to the Close of Escrow (not inclusive of the Close of Escrow Date), from the Seller's proceeds at the close of escrow. Said check shall be made out to the Riverside County Tax Collector and delivered to Buyer at the close of escrow for processing.

17. Seller's Representations and Warranties. In consideration of Buyer entering into this Agreement, and as an inducement to Buyer to purchase the Property, Seller makes the following representations and warranties, each of which is material and is being relied upon by Buyer (and the continued truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder):

a) "Seller's Knowledge" means the current, actual, conscious, as opposed to constructive, unrefreshed knowledge of John Powell, Jr., "Seller's Representative", without inquiry or investigation; provided that "Seller's Knowledge" does not include the knowledge of any other person or firm and shall not apply to, or be construed to include, information or material which may be in the possession of Seller generally or incidentally, but of which Seller's Representative is not actually aware.

b) Authorization. This Agreement has been duly and validly authorized, executed and delivered by Seller, and no other action is requisite to the execution and delivery of this Agreement by Seller.

c) Threatened Actions. Seller has received no written notice regarding any actions, suits or proceedings pending against, or, to the best of Seller's Knowledge, threatened or affecting the Property in law or equity.

d) Third Party Consents. No consents or waivers of, or by, any third party are necessary to permit the consummation by Seller of the transactions contemplated pursuant to this Agreement.

e) No Violation of Law. To the best of Seller's Knowledge, Seller has received no written notice regarding any violation of law or governmental regulation with respect to the property.

f) Compliance with Law. Seller has received no written notice regarding any violation of laws, ordinances, rules, and requirements and regulations of any governmental agency, body, or subdivision thereof bearing on the Property.

g) Agreements. There are no agreements (whether oral or written) affecting or relating to the right of any party with respect to the possession of the Property, or any portion thereof, which are obligations that will affect the Property or any portion thereof subsequent to the recordation of the Easement Deeds, except as may be reflected in the Condition of Title, which shall have been approved by Buyer pursuant to the terms of this Agreement.

h) Documents. To the best of Seller's Knowledge, all documents delivered to Buyer pursuant to this Agreement are true and correct copies of originals, and any and all information supplied to Buyer by Seller in accordance with **Paragraph 11.a)(2)** hereof is true and accurate.

i) Intentionally omitted.

j) Intentionally omitted.

k) Maintenance Contracts. There are no maintenance, service, or similar agreements (whether oral or written) affecting or relating to the Property, except as provided to and approved by Buyer in accordance with **Paragraph lla(2)** hereof.

l) Hazardous Substances. To the best of Seller's Knowledge, and/or Except as revealed by Seller to Buyer herein, Seller has no actual knowledge that there are hazardous substances (as defined below) in existence on or below the surface of the Property, including without limitation, contamination of the soil, subsoil or groundwater, which constitutes a violation of any law, rule, or regulation of any governmental entity having jurisdiction thereof. Seller has not used the Property, or any portion thereof, for the production, disposal, or storage (whether by means of underground storage tanks or otherwise) of any hazardous substances, and Seller has no actual knowledge that there has been such prior use of the Property, or any portion thereof; or that there has been any proceeding or inquiry by any governmental authority with respect to the presence of such hazardous substances on the Property or any portion thereof. Without limiting the other provisions of this Agreement. Seller has cooperated with Buyer's investigation of matters relating to the forgoing provisions of this paragraph and allowed limited soil sampling, the results of which are in a report prepared by Landmark Consultants, Inc., attached as "Exhibit K" to this agreement. Seller shall provide access to and copies of any data and/or documents dealing with potentially hazardous substances used at the Property and any disposal practices followed. Seller agrees that Buyer may, with Seller's prior approval, make inquiries of governmental agencies regarding such matters, without liability to Seller for the outcome of such discussions. For purposes of this Agreement, the term "hazardous substances" means: (i) a substance, product, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to

the Comprehensive Environment Response, Compensation and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Hazardous Material Transportation Conservation and Recovery Act, 42 United States Code Section 1801 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq.; the California Hazardous Substance Account Act, Health and Safety Code Section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280 et seq. (Underground Storage or Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Section 25170.1 et seq.; California Health and Safety Code Section 25501 et seq. (Hazardous Materials Release Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Section 13000 et seq., all as amended (the above-cited California state statue are hereinafter collectively referred to as "the State Toxic Substances Laws") or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous or toxic substance hereafter in effect; (ii) any substance, product, waste, or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (iii) petroleum or crude oil other than petroleum and petroleum products which are contained within regularly operated motor vehicles and tractors and farm implements; and (iv) asbestos.

m. Intentionally omitted.

n. Waste Disposal. No portion of the Property has ever been used by Seller as a waste storage or disposal site, and Seller is not aware of any such prior uses.

o. No Notices. Seller has received no written notice of any change contemplated in any applicable laws, ordinances or restrictions, or any judicial or administrative action, or any action by adjacent landowners, or natural or artificial conditions upon the Property which would prevent, impede, limit, or render more costly Buyer's contemplated use of the Property.

p. No Other Occupants. Seller warrants that the information provided on Lessor/Owner Certification of Tenants attached as **Exhibit "F"** and/or provided to Escrow is correct. Seller warrants that there are no other tenants or occupants, or written or oral leases, on all or any portion of the Property and Seller further agrees to hold Buyer harmless and reimburse Buyer for any and all of its losses and expenses, including relocation assistance costs, occasioned by reason of any undisclosed lease of said

property held by any undisclosed tenant or occupant of Seller. Seller agrees not to assign, transfer or sell to any third party any right, title or interest Seller has in the Property.

q. Vacation of Property. Seller hereby represents, warrants and covenants to Buyer that, by the date as agreed upon in **Paragraph 26** of this Agreement, Seller will deliver exclusive possession of the Property to Buyer.

18. Buyer's Representations and Warranties. In consideration of Seller entering into this Agreement, and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations and warranties, each of which is material and is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder):

a) This Agreement and all documents executed by Buyer under this Agreement which are to be delivered to Seller are, or at the time of Close of Escrow will be, duly authorized, executed, and delivered by Buyer, and are, or at the Close of Escrow will be legal, valid, and binding obligations of Buyer, and do not, and at the Close of Escrow will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject.

b) The representations and warranties of Buyer set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

c) Buyer possesses the authority to acquire the subject Property by exercising its powers of eminent domain if the seller does not voluntarily sell the Property to Buyer pursuant to this Agreement. At this time no such eminent domain action has been authorized or recommended by the Buyer.

19. Damage or Condemnation Prior to Closing. Seller shall promptly notify Buyer of any knowledge by Seller of casualty to the Property or any condemnation proceeding commenced prior to the Close of Escrow. If any such damage or proceeding relates to, or may result in, the loss of any material portion of the Property, Seller or Buyer may, at their option, elect either to:

(a) Terminate this Agreement, in which event all funds deposited into Escrow by Buyer shall be returned to Buyer and neither party shall have any further rights or obligations hereunder, or

(b) Continue the Agreement in effect, in which event upon the Close of Escrow Buyer shall be entitled to any compensation, awards, or other payments or relief resulting from such casualty or condemnation proceeding.

20. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by facsimile transmission with confirmation of receipt, (iii) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), or (iv) sent by United States Postal Service registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received upon the earlier of (a) if personally delivered, the date of delivery to the address of the person to receive such notice, or (b) if mailed, three business days after the date of posting by the United States post office. Any notice, request, demand, direction, or other communication sent must be confirmed within 48 hours by letter mailed or delivered in accordance with the foregoing:

Notice of change of address shall be given by written notice in the manner detailed in this paragraph. Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given, shall be deemed to constitute receipt of the notice, demand, request, or communication sent. The addresses of the parties are:

To Buyer: Peter Rabbit Farms, Inc
85810 Peter Rabbit Lane
Coachella, CA 92236
Attn: John Powell
Phone: (760) 398-0151

To Seller: City of Coachella
53-990 Enterprise Way
Coachella, CA 92236
760-398-3502
Attn.: Andrew Simmons

With a Copy To: _____
_____
_____
Phone.: _____

21. Legal Fees. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants or agreements, or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out of court settlement, shall be entitled to have and recover, of and from the other party, all costs and expenses of suit, including actual attorneys' fees.

22. Assignment. Seller may not assign, transfer or convey its rights or obligations under this Agreement without the prior written consent of Buyer, and then only if Seller's assignee assumes in writing all of Seller's obligations hereunder; provided, however, Seller shall in no event be released from its obligations hereunder by reason of such assignment.

23. Seller's Indemnification. Seller hereby agrees to indemnify, defend and hold harmless Buyer from and against any and all obligations, liabilities, claims, liens, encumbrances, losses, damages, costs and expenses, including without limitation, attorneys' fees, whether direct, contingent, or consequential, incurred by Buyer relating to the Property and arising or accruing from acts, occurrences, or matters that take place on or before the Close of Escrow or resulting from any breach by Seller of their representations, warranties and covenants contained in this Agreement. Seller agrees to pay, at its sole cost and expense, when due, any and all brokerage commissions, finder's fees or other fees or commissions in the nature thereof heretofore or hereafter incurred prior to close of escrow. To the fullest extent permitted by law, the foregoing indemnification shall apply regardless of the fault, active or passive negligence, and breach of warranty or contract of Buyer. The foregoing indemnity is intended to operate as an agreement pursuant to CERCLA Section 107(e), of 42 United States Code Section 9607(E), and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify Buyer from any liability pursuant to such sections.

24. Miscellaneous.

a) Survival of Covenants. The indemnities, covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the recordation of the Easement Deeds and the Close of Escrow.

b) Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

c) Time of Essence. Time is of the essence of each and every term, condition, obligation, and provision hereof.

d) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

e) Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties hereto,

are not a part of this Agreement and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

f) No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto.

g) Exhibits and Schedules. The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference.

h) Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

i) Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

j) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with the exception of definitions to be construed under Federal laws cited in **Paragraph 15(1).**

k) Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.

l. Entire Agreement. This Agreement supersedes any prior agreements, negotiations, and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby.

m. Severability. If any term or provision of this Agreement is, to any extent, held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected.

n. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

o. No Brokers. Each party warrants and represents to the other that no brokers or finders have been retained or consulted in connection with this transaction. Each party agrees to defend, indemnify, protect and hold harmless the other party from any claims, expenses, costs, or liabilities arising in connection with a breach of that party's representations, warranties, or covenants under this Agreement.

p. Seller Default. If there is an event of default under this Agreement by Seller or if Seller otherwise fails to close by the Closing Date as a result of Seller's material breach of this Agreement, Buyer will be entitled, as Buyer's sole and exclusive remedy, TO terminate this Agreement by written notice to Seller and Escrow Holder in which case the Escrow will be terminated, any monies deposited by Buyer shall be immediately returned to Buyer, and all documents will be immediately returned to the party who deposited them. Thereafter both Buyer and Seller will be relieved of any further obligations or liabilities hereunder, except for those obligations which expressly survive any termination hereof.

25. Indemnification of Escrow Holder.

a) If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy, Buyer and Seller agree, jointly and severally, to hold Escrow Holder free and harmless from any loss or expense, including attorneys' fees, that may be suffered by it by reason thereof except for losses or expenses as may arise from Escrow Holder's negligent or willful misconduct. If conflicting demands are made or notices served upon Escrow Holder with respect to this Agreement, the parties expressly agree that Escrow Holder shall be entitled to file a suit in interpleader and obtain an order from the court requiring the parties to interplead and litigate their several claims and rights among themselves. Upon the filing of the action in interpleader, Escrow Holder shall be fully released and discharged from any obligations imposed upon it by this Agreement; and

b) Escrow Holder shall not be liable for the sufficiency or correctness as to form, manner, execution, or validity of any instrument deposited with it, nor as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with any of the provisions of any agreement, contract or other instrument filed with Escrow Holder, or referred to herein. Escrow Holder's duties her under shall be limited to the safekeeping of all monies, instruments, or other documents received by it as Escrow Holder, and for their disposition in accordance with the terms of this Agreement.

26. Intentionally Deleted

27. Independent Advice of Counsel. The parties hereto and each of them, represent and declare that in executing this Agreement they rely solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently selected counsel, concerning the nature, extent and duration of their rights and claims, and that they have not been

influenced to any extent whatsoever in executing the same by any of the parties hereto or by any person representing them, or any of them. The parties hereto, and each of them, further represent and declare that they have carefully read this Agreement and know the contents thereof, and that they sign the same freely and voluntarily.

28. Risk of Loss. All risk of loss or damages to the Improvements to be sold to Buyer pursuant to this Agreement shall be borne by Seller until the Close of Escrow. If any or all of the Improvements are lost or destroyed or damaged by fire or any other cause during the Escrow period, Seller shall promptly give notice to Buyer of such damage or destruction and the amount of insurance, if any, covering such damaged or destroyed property, and Buyer shall have the option in its reasonable determination, which shall be exercised within ten (10) days after receipt of notice from Seller, of (a) accepting such property in its damaged or destroyed condition, in which event any insurance proceeds payable to Seller shall be assigned to Buyer; or (b) excluding such damaged or destroyed property from this Agreement, in which event there shall be a reduction in the Compensation for the damaged or destroyed property as the Parties shall agree, provided, that if the Parties are reasonably and in good faith unable to agree on a reduction in the Compensation within thirty (30) days after Buyer's receipt of Seller's notice, this Agreement shall terminate and the Parties shall have no further obligations hereunder except for those that shall have accrued hereunder and remain undischarged. In the event of damage or destruction of all or any portion of the Improvements by fire or other casualty, the scheduled Close of Escrow shall be extended as necessary to afford the Parties the time frames for notices and deliberations contemplated by this **Paragraph.**

29. Intentionally Deleted

30. Restoration of Property. Buyer agrees that it will, at Buyer's sole cost and expense, restore the Property area to a condition as near as practicable to the condition that existed immediately prior to Buyer's possession or use of the Property for the Project, unless otherwise agreed by the parties.

31. The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non- Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

32. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

<INTENTIONALLY LEFT BLANK>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"Buyer"

CITY OF COACHELLA, a Municipal Corporation

By:----------
Name: **Maritza Martinez**
Title: **City Manager**

Date: _____

"Seller"

PETER RABBIT FARMS, Inc.,
a California Corporation

By: _____
Name: **John Powell, Jr.**

Date: February 25, 2025

EXHIBITS

Exhibit A: Legal Description for Parcel Nos. CV-15, CV-16 & CV-18

Exhibit B: Plat Map for Parcel Nos. CV-15, CV-16 & CV-18

Exhibit C: Permanent Roadway Easement Deed for Parcel Nos. CV-15, CV-16 & CV-18

Exhibit D: Temporary Construction Easement Deed for Parcel Nos. CV-15, CV-16 & CV-18

Exhibit E: Fixtures and Equipment List

Exhibits E-1 : Seller's Certificate aka FIRPTA Exhibit F: Tenant List

Exhibit G: Lease

Exhibit H: Tenant Estoppel Exhibit I: Bill of Sale

Exhibit J: Disclaimer of Ownership

Exhibit K: Limited Soil Sampling Test Results Report

Exhibit L: Irrigation Tile-drain Improvement Plan

EXHIBIT “A”

Legal Description Parcel Nos. CV-15, CV-16 & CV-18

EXHIBIT 'A'
LEGAL DESCRIPTION

PARCEL 'A':

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ALL THAT CERTAIN PORTION OF LOT 1 OF THE COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SECTION 5 AS SHOWN BY MAP RECORDED IN BOOK 4, PAGE 53 OF MAPS, RECORDS OF THE RIVERSIDE COUNTY RECORDER'S OFFICE, AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID LOT 1 AT 30.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLE) THE NORTH LINE OF SAID SECTION 5;

THENCE ALONG SAID WEST LINE OF SAID LOT 1, SOUTH 00°05'05" EAST A DISTANCE OF 26.64 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINING ALONG SAID WEST LINE, SOUTH 00°05'05" EAST A DISTANCE OF 101.57 FEET TO ITS INTERSECTION WITH A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,403.00 FEET, A RADIAL LINE TO SAID INTERSECTION BEARS NORTH 22°57'00" EAST, SAID INTERSECTION ALSO BEING **POINT 'A'** HERINAFTER REFERRED TO;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 221.76 FEET THROUGH A CENTRAL ANGLE OF 09°03'22" TO THE BEGINNING OF A NON-TANGENT LINE, A RADIAL LINE TO SAID CURVE BEARS NORTH 32°00'22" EAST;

THENCE ALONG SAID NON-TANGENT LINE, SOUTH 50°12'08" EAST A DISTANCE OF 172.65 FEET TO BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,530.00 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 25°35'12" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 220.17 FEET THROUGH A CENTRAL ANGLE OF 08°14'42" TO THE BEGINNING OF A NON-TANGENT LINE, A RADIAL LINE TO SAID CURVE BEARS SOUTH 17°20'31" WEST;

THENCE ALONG SAID NON-TANGENT LINE, SOUTH 35°11'23" EAST A DISTANCE OF 30.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 604.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 88°46'38" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 297.03 FEET THROUGH A CENTRAL ANGLE OF 28°10'37" TO ITS INTERSECTION WITH A RADIAL LINE TO SAID CURVE HAVING A BEARING OF SOUTH 63°02'46" WEST;

THENCE NORTH 63°02'46" EAST ALONG SAID RADIAL LINE, A DISTANCE OF 64.00 FEET TO ITS INTERSECTION WITH A CONCENTRIC CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 540.00 FEET, SAID INTERSECTION ALSO BEING **POINT 'B'** HEREINAFTER REFERRED TO;

THENCE SOUTHEASTERLY ALONG SAID CONCENTRIC CURVE AN ARC LENGTH OF 285.46 FEET THROUGH A CENTRAL ANGLE OF 30°17'18" TO THE BEGINNING OF A TANGENT

REVERSE CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,100.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 32°45'28" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 607.78 FEET THROUGH A CENTRAL ANGLE OF 31°39'28" TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID LOT 1, A RADIAL LINE TO SAID INTERSECTION BEARS OF NORTH 64°24'55" EAST;

THENCE NORTH 89°54'50" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 57.32 FEET TO ITS INTERSECTION WITH A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,152.00 FEET, A RADIAL LINE TO SAID INTERSECTION BEARS NORTH 65°38'34" EAST, SAID INTERSECTION ALSO BEING **POINT 'C'** HERINAFTER REFERRED TO;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 661.19 FEET THROUGH A CENTRAL ANGLE OF 32°53'06" TO THE BEGINNING OF A TANGENT REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 488.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 32°45'28" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 245.36 FEET THROUGH A CENTRAL ANGLE OF 28°48'27" TO ITS INTERSECTION WITH A RADIAL LINE TO SAID CURVE HAVING A BEARING OF SOUTH 61°33'55" WEST;

THENCE NORTH 61°33'55" EAST ALONG SAID RADIAL LINE, A DISTANCE OF 12.00 FEET TO ITS INTERSECTION WITH A CONCENTRIC CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 476.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CONCENTRIC CURVE AN ARC LENGTH OF 205.69 FEET THROUGH A CENTRAL ANGLE OF 24°45'31" TO THE BEGINNING OF A NON-TANGENT LINE, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 86°19'26" EAST;

THENCE NORTH 49°08'40" EAST A DISTANCE OF 12.25 FEET THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1,550.00 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 11°10'42" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 251.99 FEET THROUGH A CENTRAL ANGLE OF 09°18'54" TO ITS INTERSECTION WITH THE SOUTHWESTERLY LINE OF TYLER STREET, AS DESCRIBED IN DEED RECORDED MARCH 1, 1961 AS INSTRUMENT NO. 17583, OFFICIAL RECORDS, A RADIAL LINE TO SAID INTERSECTION BEARS SOUTH 01°51'48" WEST;

THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 45°55'48" WEST A DISTANCE OF 193.07 FEET THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 9,610.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 305.19 FEET THROUGH A CENTRAL ANGLE OF 01°49'10" TO A POINT OF CUSP WITH A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 115.00 FEET, AND TO WHICH A RADIAL LINE BEARS SOUTH 45°53'22" WEST;

THENCE SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 118.10 FEET THROUGH A CENTRAL ANGLE OF 58°50'23" TO THE BEGINNING OF A TANGENT LINE;

THENCE ALONG SAID TANGENT LINE, SOUTH 14°43'45" WEST A DISTANCE OF 11.33 FEET;

THENCE SOUTH 60°30'49" WEST A DISTANCE OF 23.92 FEET TO ITS INTERSECTION WITH A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,390.00 FEET, A RADIAL LINE TO SAID INTERSECTION BEARS SOUTH 16°43'35" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 214.96 FEET THROUGH A CENTRAL ANGLE OF 08°51'38" TO ITS INTERSECTION WITH A RADIAL LINE TO SAID CURVE HAVING A BEARING OF SOUTH 25°35'12" WEST;

THENCE ALONG SAID RADIAL LINE, SOUTH 25°35'12" WEST, A DISTANCE OF 13.00 FEET TO ITS INTERSECTION WITH A CONCENTRIC CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,403.00 FEET, SAID INTERSECTION ALSO BEING **POINT 'D'** HERINAFTER REFERRED TO;

THENCE NORTHWESTERLY ALONG SAID CONCENTRIC CURVE AN ARC LENGTH OF 157.19 FEET THROUGH A CENTRAL ANGLE OF 06°25'10" TO THE BEGINNING OF A TANGENT REVERSE CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,497.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 32°00'22" WEST;

THENCE NORTHWESTERLY ALONG SAID REVERSE CURVE AN ARC LENGTH OF 276.36 FEET THROUGH A CENTRAL ANGLE OF 10°34'39" TO ITS INTERSECTION WITH THE WEST LINE OF SAID LOT 1, A RADIAL LINE TO WHICH BEARS NORTH 21°25'43" EAST, AND THE **TRUE POINT OF BEGINNING**.

CONTAINING: 206,269.4 SQUARE FEET (4.735 ACRES), MORE OR LESS.

TOGETHER WITH AN EASEMENT 10.00 FEET IN WIDTH FOR TEMPORARY CONSTRUCTION PURPOSES, A PORTION SAID LOT 1 OF THE COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SECTION 5, DESCRIBED AS FOLLOWS:

STRIP NO. 1:
LYING SOUTHERLY OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE AFOREMENTIONED **POINT 'A'**, A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,403.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 22°57'00" EAST ;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 221.76 FEET THROUGH A CENTRAL ANGLE OF 09°03'22" TO THE BEGINNING OF A NON-TANGENT LINE, A RADIAL LINE TO SAID CURVE BEARS NORTH 32°00'22" EAST;

THENCE ALONG SAID NON-TANGENT LINE, SOUTH 50°12'08" EAST A DISTANCE OF 172.65 FEET AND THE **TERMINUS OF THE LINE** DESCRIBED HERE.

THE SOUTHERLY LINE IS TO BE SHORTHENED AS TO TERMINATE IN THE WEST LINE OF SAID LOT 1.

CONTAINING: 3,908.1 SQUARE FEET (0.090 ACRES), MORE OR LESS.

EXHIBIT "A"
LEGAL DESCRIPTION

STRIP NO. 2:
LYING WESTLERLY OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE AFOREMENTIONED **POINT 'B'**, A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 540.00 FEET; A RADIAL LINE TO SAID POINT BEARS SOUTH 63°02'46" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 285.46 FEET THROUGH A CENTRAL ANGLE OF 30°17'18" TO THE BEGINNING OF A TANGENT REVERSE CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,100.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 32°45'28" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 607.78 FEET THROUGH A CENTRAL ANGLE OF 31°39'28" TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID LOT 1, A RADIAL LINE TO SAID INTERSECTION BEARS OF NORTH 64°24'55" EAST, AND THE **TERMINUS OF THE LINE** DESCRIBED HERE.

THE WESTERLY LINE IS TO BE SHORTHENED AS TO TERMINATE IN THE SOUTH LINE OF SAID LOT 1.

CONTAINING: 8,907.0 SQUARE FEET (0.205 ACRES), MORE OR LESS.

STRIP NO. 3:
LYING EASTLERLY OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE AFOREMENTIONED **POINT 'C'**, A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,152.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 65°38'34" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 661.19 FEET THROUGH A CENTRAL ANGLE OF 32°53'06" TO THE BEGINNING OF A TANGENT REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 488.00 FEET, A RADIAL LINE AT SAID BEGINNING BEARS SOUTH 32°45'28" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 245.36 FEET THROUGH A CENTRAL ANGLE OF 28°48'27" TO ITS INTERSECTION WITH A RADIAL LINE TO SAID CURVE HAVING A BEARING OF SOUTH 61°33'55" WEST, AND THE **TERMINUS OF THE LINE** DESCRIBED HERE.

THE EASTERLY LINE IS TO BE LENGTHENED AS TO TERMINATE IN THE SOUTH LINE OF SAID LOT 1.

CONTAINING: 9,091.6 SQUARE FEET (0.209 ACRES), MORE OR LESS.

STRIP NO. 4:
THE SOUTH 10.00 FEET OF SAID LOT 1 OF THE COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SECTION 5, LYING EASTERLY OF THE ABOVE DESCRIBED STRIP NO. 3.

EXHIBIT "A"
LEGAL DESCRIPTION

CONTAINING: 125.0 SQUARE FEET, MORE OR LESS.

STRIP NO. 5:
LYING NORTHERLY OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE AFOREMENTIONED **POINT 'D'**, A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,403.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 25°35'12" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 157.19 FEET THROUGH A CENTRAL ANGLE OF 06°25'10" TO THE BEGINNING OF A TANGENT REVERSE CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,497.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 32°00'22" WEST;

THENCE NORTHWESTERLY ALONG SAID REVERSE CURVE AN ARC LENGTH OF 276.36 FEET THROUGH A CENTRAL ANGLE OF 10°34'39" TO ITS INTERSECTION WITH THE WEST LINE OF SAID LOT 1, A RADIAL LINE TO WHICH BEARS NORTH 21°25'43" EAST, AND THE **TERMINUS OF THE LINE** DESCRIBED HERE.

THE NORTHERLY LINE IS TO BE LENGTHENED AS TO TERMINATE IN THE WEST LINE OF SAID LOT 1.

CONTAINING: 4,358.9 SQUARE FEET (0.100 ACRES), MORE OR LESS.

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

SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

NV5 INC.:
PREPARED BY ME OR UNDER MY DIRECTION:

9/24/2024

JAY S. FAHRION — DATE
PLS NO. 8207



EXHIBIT 'A'
LEGAL DESCRIPTION

PARCEL 'B':

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ALL THAT CERTAIN PORTION OF LOT 1 OF THE COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SECTION 5 AS SHOWN BY MAP RECORDED IN BOOK 4, PAGE 53 OF MAPS, RECORDS OF THE RIVERSIDE COUNTY RECORDER'S OFFICE, AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A THE NORTHEAST CORNER OF SAID SECTION 5;

THENCE ALONG THE EAST LINE OF SAID SECTION 5, SOUTH 00°04'46" WEST A DISTANCE OF 956.36 FEET TO THE SOUTH LINE OF TYLER STREET AS DESCRIBED BY DOCUMENT RECORDED MARCH 1, 1961 AS INSTRUMENT NO. 17583, OF OFFICIAL RECORDS;

THENCE ALONG SAID SOUTH LINE, NORTH 45°55'48" WEST A DISTANCE OF 41.70 FEET TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND 30.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLE) THE EAST LINE OF SAID SECTION 5, AND THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 45°55'48" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 30.13 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 50.00 FEET, A RADIAL LINE AT SAID BEGINNING BEARS NORTH 52°42'10" WEST;

THENCE SOUTHERLY ALONG SAID CURVE AN ARC LENGTH OF 56.46 FEET THROUGH A CENTRAL ANGLE OF 64°41'56" TO THE BEGINNING OF A TANGENT LINE;

THENCE ALONG SAID TANGENT LINE, SOUTH 27°24'06" EAST A DISTANCE OF 35.14 FEET TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND 40.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLE) THE EAST LINE OF SAID SECTION 5;

THENCE ALONG SAID PARALLEL LINE, SOUTH 00°04'46" WEST A DISTANCE OF 12.00 FEET;

THENCE SOUTH 89°55'14" EAST A DISTANCE OF 10.00 FEET TO A LINE PAERALLEL WITH AND 30.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLE) THE EAST LINE OF SAID SECTION 5,

THENCE ALONG SAID PARALLEL LINE, NORTH 00°04'46" EAST A DISTANCE OF 75.57 FEET TO THE SAID SOUTH LINE OF TYLER STREET AND THE **POINT OF BEGINNING;**

CONTAINING: 2,016.0 SQUARE FEET, MORE OR LESS.

EXHIBIT 'A'
LEGAL DESCRIPTION

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

SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

NV5 INC.:
PREPARED BY ME OR UNDER MY DIRECTION:

Jay S. Fahrion 8/26/2024
JAY S. FAHRION DATE
PLS NO. 8207



EXHIBIT 'A'
LEGAL DESCRIPTION

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ALL THAT CERTAIN PORTION OF LOT 6 OF THE COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SECTION 5 AS SHOWN BY MAP RECORDED IN BOOK 4, PAGE 53 OF MAPS, RECORDS OF THE RIVERSIDE COUNTY RECORDER'S OFFICE, AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 6 AT 30.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLE) THE EAST LINE OF SAID SECTION 5;

THENCE ALONG SAID NORTH LINE, SOUTH 89°54'50" WEST A DISTANCE OF 78.52 FEET TO ITS INTERSECTION WITH A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,100.00 FEET, A RADIAL LINE TO SAID INTERSECTION BEARS NORTH 64°24'55" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 18.94 FEET THROUGH A CENTRAL ANGLE OF 00°59'11" TO THE BEGINNING OF A TANGENT COMPOUND CURVE CONCAVE SOUTHWESTERLY AND HAVING A RAIUS OF 442.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 65°24'06" EAST;

THENCE CONTINUING SOUTHEASTERLY ALONG SAID COMPOUND CURVE AN ARC LENGTH OF 64.53 FEET THROUGH A CENTRAL ANGLE OF 08°21'55" TO THE BEGINNING OF A TANGENT LINE;

THENCE SOUTH 16°13'59" EAST ALONG SAID TANGENT LINE A DISTANCE OF 100.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 908.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 82.53 FEET THROUGH A CENTRAL ANGLE OF 05°12'29" TO A POINT OF CUSP IN A LINE PARALLEL WITH AND 30.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLE) THE EAST LINE OF SAID SECTION 5, A RADIAL LINE TO SAID POINT BEARS NORTH 78°58'30" EAST;

THENCE ALONG SAID PARALLEL LINE, NORTH 00°04'46" EAST A DISTANCE OF 254.74 FEET TO THE **POINT OF BEGINNING**;

CONTAINING: 8,805.2 SQUARE FEET, MORE OR LESS.

TOGETHER WITH AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, A STRIP OF LAND 10.00 FEET IN WIDTH LYING SOUTHWESTERLY OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE;

COMMENCING AT A POINT IN THE NORTH LINE OF SAID LOT 6 AT 30.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLE) THE EAST LINE OF SAID SECTION 5;

THENCE ALONG SAID NORTH LINE, SOUTH 89°54'50" WEST A DISTANCE OF 78.52 FEET TO ITS INTERSECTION WITH A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,100.00 FEET AND THE **POINT OF BEGINNING**, A RADIAL LINE TO SAID INTERSECTION BEARS NORTH 64°24'55" EAST;

LEGAL DESCRIPTION
EXHIBIT 'A'

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 18.94 FEET THROUGH A CENTRAL ANGLE OF 00°59'11" TO THE BEGINNING OF A TANGENT COMPOUND CURVE CONCAVE SOUTHWESTERLY AND HAVING A RAIUS OF 442.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 65°24'06" EAST;

THENCE CONTINUING SOUTHEASTERLY ALONG SAID COMPOUND CURVE AN ARC LENGTH OF 64.53 FEET THROUGH A CENTRAL ANGLE OF 08°21'55" TO THE BEGINNING OF A TANGENT LINE;

THENCE SOUTH 16°13'59" EAST ALONG SAID TANGENT LINE A DISTANCE OF 100.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 908.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 82.53 FEET THROUGH A CENTRAL ANGLE OF 05°12'29" TO A POINT IN A LINE PARALLEL WITH AND 30.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLE) THE EAST LINE OF SAID SECTION 5, A RADIAL LINE TO SAID POINT BEARS NORTH 78°58'30" EAST AND **TERMINUS OF LINE** DESCRIBED HEREIN.

THE SOUTHWESTERLY LINE IS TO BE LENGTHENED AS TO TERMINATE IN THE NORTH LINE OF SAID LOT 6.

CONTAINING: 2680.1 SQUARE FEET, MORE OR LESS.

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

SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

NV5 INC.:
PREPARED BY ME OR UNDER MY DIRECTION:

Jay S. Fahrion 5/23/23

JAY S. FAHRION DATE
PLS NO. 8207



EXHIBIT 'A'
LEGAL DESCRIPTION

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ALL THAT CERTAIN PORTION OF LOT 1 OF THE COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SECTION 5 AS SHOWN BY MAP RECORDED IN BOOK 4, PAGE 53 OF MAPS, RECORDS OF THE RIVERSIDE COUNTY RECORDER'S OFFICE, AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A THE NORTHEAST CORNER OF SAID SECTION 5;

THENCE ALONG THE EAST LINE OF SAID SECTION 5, SOUTH 00°04'46" WEST A DISTANCE OF 335.77 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 00°04'46" WEST ALONG SAID EAST LINE, A DISTANCE OF 117.93 FEET;

THENCE LEAVING SAID EAST LINE, SOUTH 76°47'36" WEST A DISTANCE OF 28.21 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,718.19 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 352.37 FEET THROUGH A CENTRAL ANGLE OF 11°45'01" TO THE BEGINNING OF A TANGENT LINE;

THENCE SOUTH 88°32'38" WEST A DISTANCE OF 4.21 FEET TO A POINT ON THE NORTHEASTERLY LINE OF TYLER STREET AS DESCRIBED IN EASEMENT GRANT RECORDED MARCH 1, 1961 AS INSTRUMENT NO. 17583 OFFICIAL RECORDS, SAID LINE ALSO BEING THE SOUTHWESTERLY RIGHT-OF-WAY LINE FOR THE COACHELLA VALLEY STORMWATER CHANNEL AS SHOWN BY DRAWING NO. 1758-6 ON FILE WITH THE COACHELLA VALLEY WATER DISTRICT, FILE NO. 4936;

THENCE ALONG SAID NORTHEASTERLY LINE, NORTH 45°55'48" WEST A DISTANCE OF 185.62 FEET;

THENCE LEAVING SAID NORTHEASTERLY LINE, SOUTH 86°28'58" EAST A DISTANCE OF 41.31 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,563.87 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 443.55 FEET THROUGH A CENTRAL ANGLE OF 16°15'01" TO THE BEGINNING OF A TANGENT LINE;

THENCE NORTH 77°16'01" EAST A DISTANCE OF 33.03 FEET TO THE EAST LINE OF SAID SECTION 5 AND THE **TRUE POINT OF BEGINNING.**

CONTAINING: 53,872.8 SQUARE FEET, MORE OR LESS.

TOGETHER WITH AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, A PORTION OF SAID NORTHEAST QUARTER OF SECTION 5, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TCE AREA 'A':

COMMENCING AT A THE NORTHEAST CORNER OF SAID SECTION 5;

THENCE ALONG THE EAST LINE OF SAID SECTION 5, SOUTH 00°04'46" WEST A DISTANCE OF 335.77 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 77°16'01" WEST A DISTANCE OF 33.03 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,563.87 FEET;

THENCE WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 443.55 FEET THROUGH A CENTRAL ANGLE OF 16°15'01" TO THE BEGINNING OF A TANGENT LINE;

THENCE NORTH 86°28'58" WEST A DISTANCE OF 41.31 FEET TO A POINT ON THE NORTHEASTERLY LINE OF TYLER STREET AS DESCRIBED IN EASEMENT GRANT RECORDED MARCH 1, 1961 AS INSTRUMENT NO. 17583 OFFICIAL RECORDS, SAID LINE ALSO BEING THE SOUTHWESTERLY RIGHT-OF-WAY LINE FOR THE COACHELLA VALLEY STORMWATER CHANNEL AS SHOWN BY DRAWING NO. 1758-6 ON FILE WITH THE COACHELLA VALLEY WATER DISTRICT, FILE NO. 4936;

THENCE ALONG SAID NORTHEASTERLY LINE, NORTH 45°55'48" WEST A DISTANCE OF 18.53 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 9,550.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVED RIGHT-OF-WAY AN ARC LENGTH OF 467.02 FEET THROUGH A CENTRAL ANGLE OF 02°48'07" TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND 30.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLE) THE NORTH LINE OF SAID SECTION 5, AND TO WHICH A RADIAL LINE BEARS SOUTH 46°52'19" WEST

THENCE ALONG SAID PARALLEL LINE, NORTH 89°59'03" EAST A DISTANCE OF 213.88 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 9,395.00 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 45°58'49" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 313.26 FEET THROUGH A CENTRAL ANGLE OF 01°54'38" TO THE BEGINNING OF A TANGENT LINE;

THENCE SOUTH 45°55'48" EAST A DISTANCE OF 42.68 FEET TO ITS INTERSECTION WITH A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1,463.87 FEET, AND TO WHICH POINT A RADIAL LINE BEARS NORTH 00°28'13" EAST;

THENCE EASTERLY ALONG SAID CURVE AN ARC LENGTH OF 339.01 FEET THROUGH A CENTRAL ANGLE OF 13°16'07" TO ITS INTERSECTION WITH A NON-TANGENT LINE TO WHICH A RADIAL LINE BEARS NORTH 12°47'55" WEST;

THENCE, NORTH 45°55'48" WEST A DISTANCE OF 309.21 FEET TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND 30.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLE) THE NORTH LINE OF SAID SECTION 5;

THENCE ALONG SAID PARALLEL LINE, NORTH 89°59'03" EAST A DISTANCE OF 194.04 FEET TO ITS INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY

LINE OF THE COACHELLA VALLEY STORMDRAIN CHANNEL AS BY DRAWING NO. 1758-6 ON FILE WITH THE COACHELLA VALLEY WATER DISTRICT, FILE NO. 4936;

THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE SOUTH 45°55'48" EAST A DISTANCE OF 112.83 FEET TO A POINT IN THE EAST LINE OF SAID SECTION 5 AND FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 5 BEARS NORTH 00°04'46" EAST A DISTANCE OF 108.51 FEET;

THENCE ALONG SAID EAST LINE, SOUTH 00°04'46" WEST A DISTANCE OF 227.27 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING: 142,642.8 SQUARE FEET (3.275 ACRES), MORE OR LESS

TCE AREA 'B':

COMMENCING AT A THE NORTHEAST CORNER OF SAID SECTION 5;

THENCE ALONG THE EAST LINE OF SAID SECTION 5, SOUTH 00°04'46" WEST A DISTANCE OF 453.70 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID EAST LINE OF SAID SECTION 5, SOUTH 00°04'46" WEST A DISTANCE OF 102.75 FEET;

THENCE SOUTH 76°47'36" WEST A DISTANCE OF 4.60 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,818.19 FEET;

THENCE WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 83.09 FEET THROUGH A CENTRAL ANGLE OF 02°37'06" TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND 155.00 FEET NORTHEASTERLY OF (AS MEASURED AT RIGHT ANGLE) THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE COACHELLA VALLEY STORMWATER CHANNEL AS SHOWN BY DRAWING NO. 1758-6 ON FILE WITH THE COACHELLA VALLEY WATER DISTRICT, FILE NO. 4936, A RADIAL LINE TO SAID INTERSECTION BEARS SOUTH 10°35'17" EAST;

THENCE ALONG SAID PARALLEL LINE, SOUTH 45°55'48" EAST A DISTANCE OF 119.19 FEET TO A POINT IN THE EAST LINE OF SAID SECTION 5;

THENCE ALONG SAID EAST LINE, SOUTH 00°04'46" WEST A DISTANCE OF 215.44 FEET TO ITS INTERSECTION WITH SAID SOUTHWESTERLY RIGHT-OF-WAY LINE;

THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, NORTH 45°55'48" WEST A DISTANCE OF 528.85 FEET;

THENCE NORTH 88°32'38" EAST A DISTANCE OF 4.21 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,718.19 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 352.37 FEET THROUGH A CENTRAL ANGLE OF 11°45'01" TO THE BEGINNING OF A TANGENT LINE;

THENCE NORTH 76°47'36" EAST A DISTANCE OF 28.21 FEET TO THE EAST LINE OF SAID SECTION 5 AND THE **TRUE POINT OF BEGINNING.**

CONTAINING: 72,746.1SQUARE FEET (1.670 ACRES), MORE OR LESS

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

SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

NV5 INC.:
PREPARED BY ME OR UNDER MY DIRECTION:

Jay S. Fahrion 3/10/23

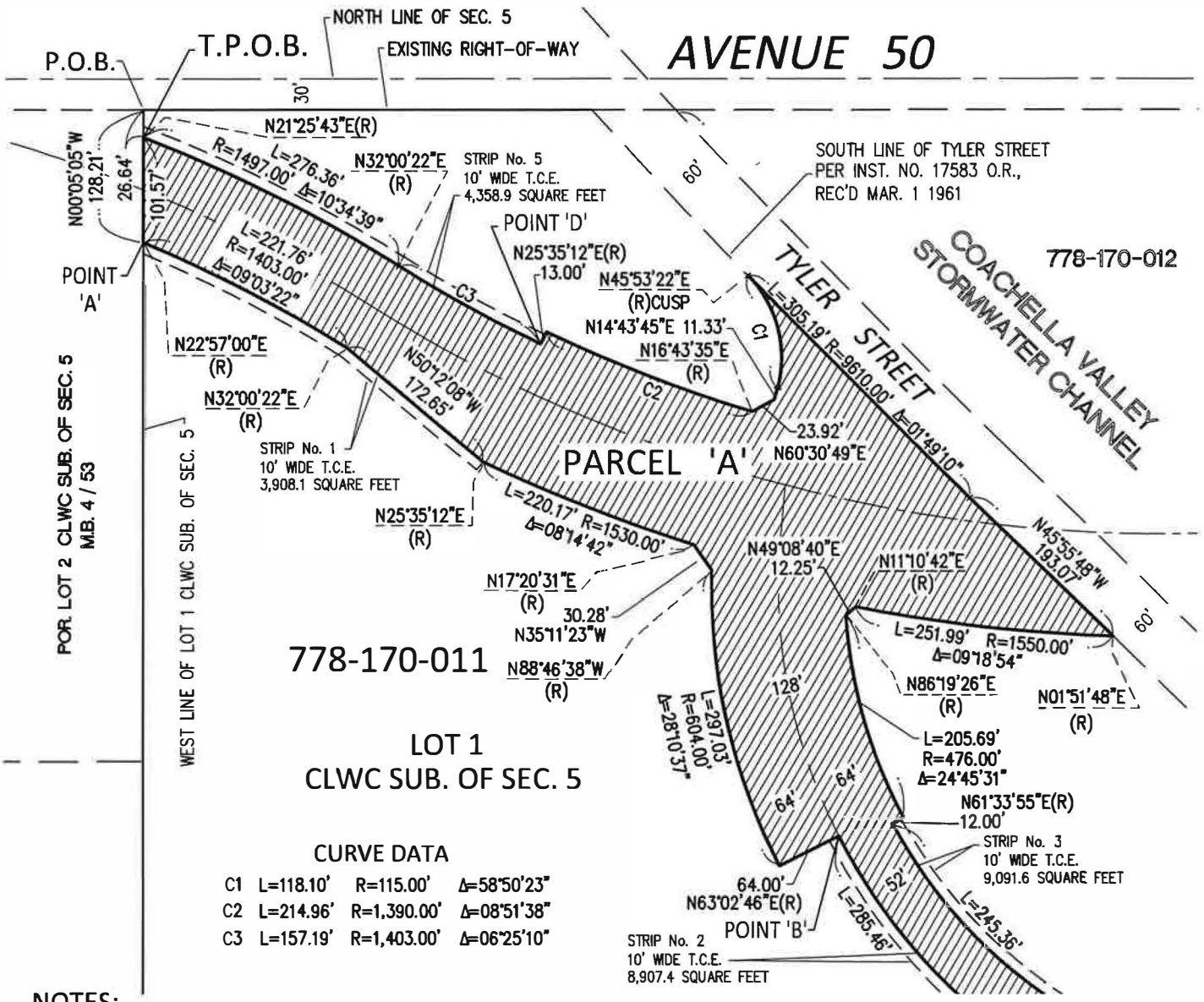
JAY S. FAHRION DATE
PLS NO. 8207



EXHIBIT “B”

Plat Map for Parcel CV-15, CV-16 & CV-18

EXHIBIT 'B'



SEE SHEET 2

CURVE DATA

C1	L=118.10'	R=115.00'	Δ=58°50'23"
C2	L=214.96'	R=1,390.00'	Δ=08°51'38"
C3	L=157.19'	R=1,403.00'	Δ=06°25'10"

NOTES:

CLWC INDICATES COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SEC. 5, M.B. 4/53.
P.O.B. POINT OF BEGINNING
T.P.O.B. TRUE POINT OF BEGINNING
O.R. OFFICIAL RECORDS
M.B. MAP BOOK
(R) INDICATES RADIAL BEARING
T.C.E. TEMPORARY CONSTRUCTION EASEMENT

AS DESCRIBED IN ATTACHED EXHIBIT 'A' LEGAL DESCRIPTION;
CONTAINS: 206,269.4 SQUARE FEET (4.735 ACRES), MORE OR LESS

N|V|5

0 75' 150'
1" = 150'

POR. SEC. 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, S.B.M.

N|V|5
42-829 COOK STREET, SUITE 104 PALM DESERT, CA 92211
760.341.3101 TEL 760.341.5999 FAX WWW.NV5.COM

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE

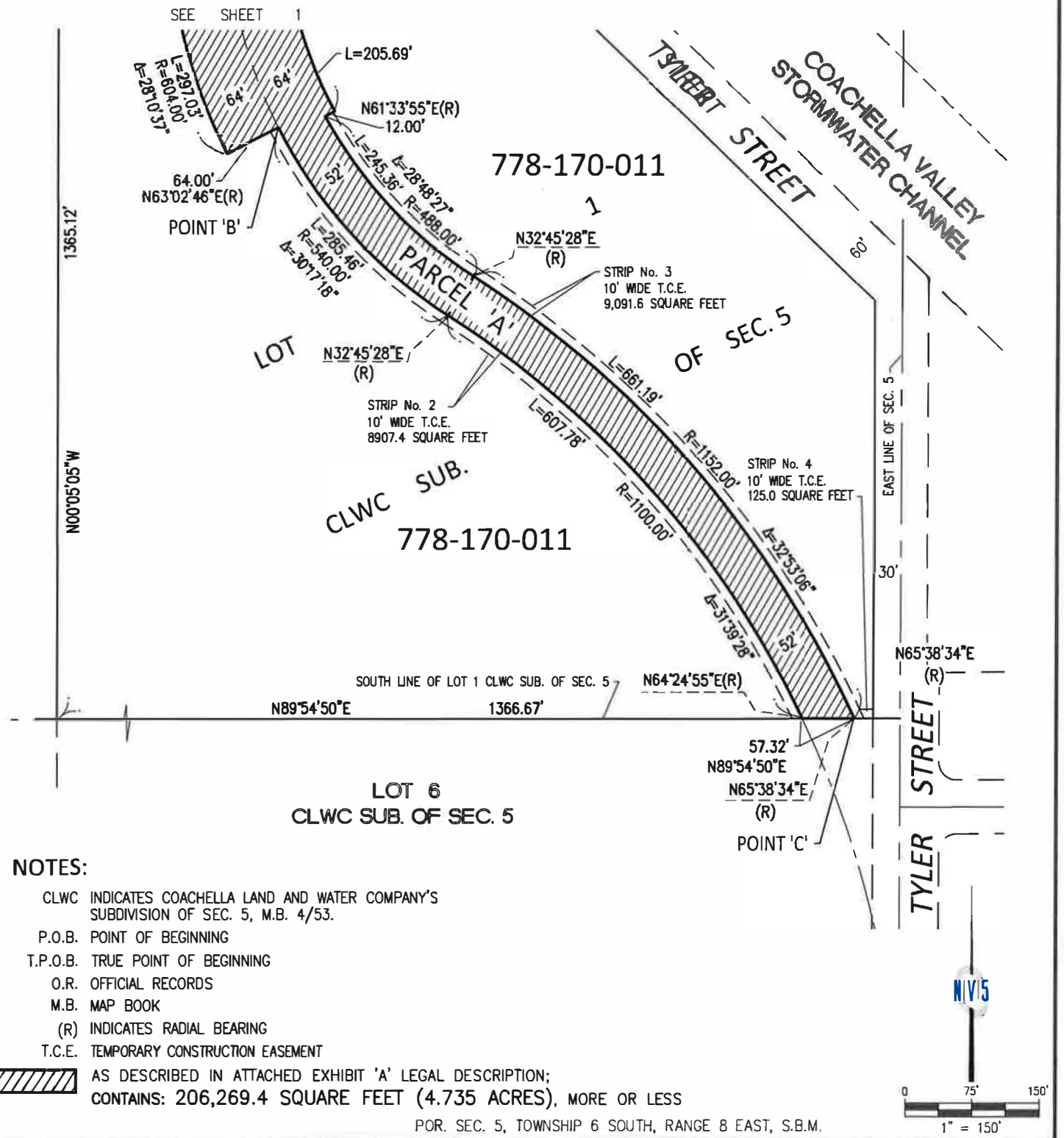
AVENUE 50 BRIDGE PROJECT
ADDITIONAL RIGHT-OF-WAY

SHEET NUMBER 1 OF 2 SHEETS

PREPARED FOR: ANGENIOUS ENG. SER. DATE: SEPT. , 2022

JOB NUMBER 227621-0000158.00

EXHIBIT 'B'



NOTES:

CLWC INDICATES COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SEC. 5, M.B. 4/53.
P.O.B. POINT OF BEGINNING
T.P.O.B. TRUE POINT OF BEGINNING
O.R. OFFICIAL RECORDS
M.B. MAP BOOK
(R) INDICATES RADIAL BEARING
T.C.E. TEMPORARY CONSTRUCTION EASEMENT

AS DESCRIBED IN ATTACHED EXHIBIT 'A' LEGAL DESCRIPTION;
CONTAINS: 206,269.4 SQUARE FEET (4.735 ACRES), MORE OR LESS

POR. SEC. 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, S.B.M.

NV5
42-829 COOK STREET, SUITE 104 PALM DESERT, CA 92211
760.341.3101 TEL 760.341.5999 FAX WWW.NV5.COM

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE

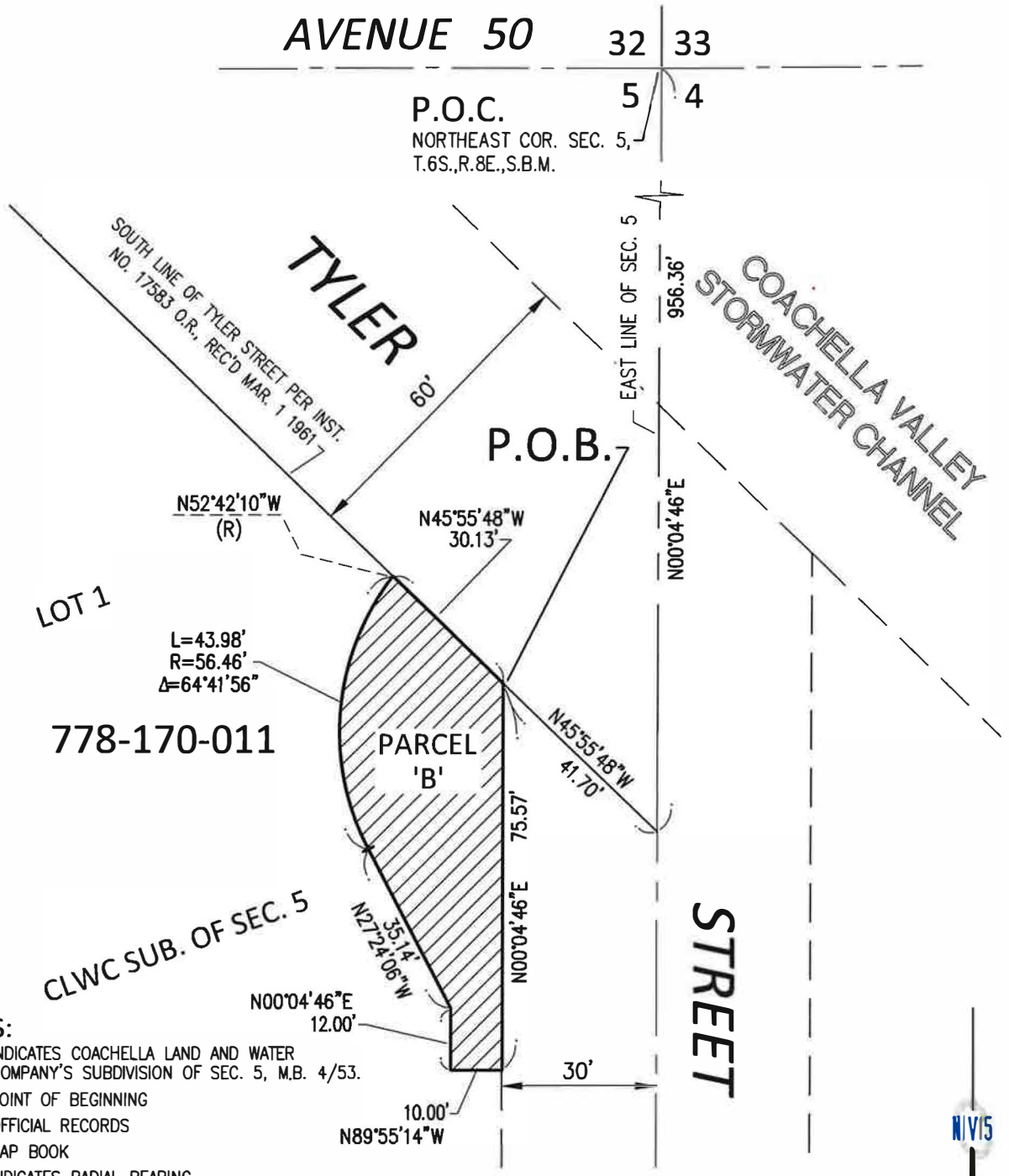
AVENUE 50 BRIDGE PROJECT
ADDITIONAL RIGHT-OF-WAY

SHEET NUMBER 2 OF 2 SHEETS

PREPARED FOR: ANGENIOUS ENG. SER. DATE: SEPT. , 2022

JOB NUMBER 227621-0000158.00

EXHIBIT 'B'



NOTES:

- CLWC INDICATES COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SEC. 5, M.B. 4/53.
- P.O.B. POINT OF BEGINNING
- O.R. OFFICIAL RECORDS
- M.B. MAP BOOK
- (R) INDICATES RADIAL BEARING
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT

AS DESCRIBED IN ATTACHED EXHIBIT 'A' LEGAL DESCRIPTION;
CONTAINS: 2,016.0 SQUARE FEET, MORE OR LESS

POR. SEC. 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, S.B.M.

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE

AVENUE 50 BRIDGE PROJECT
ADDITIONAL RIGHT-OF-WAY

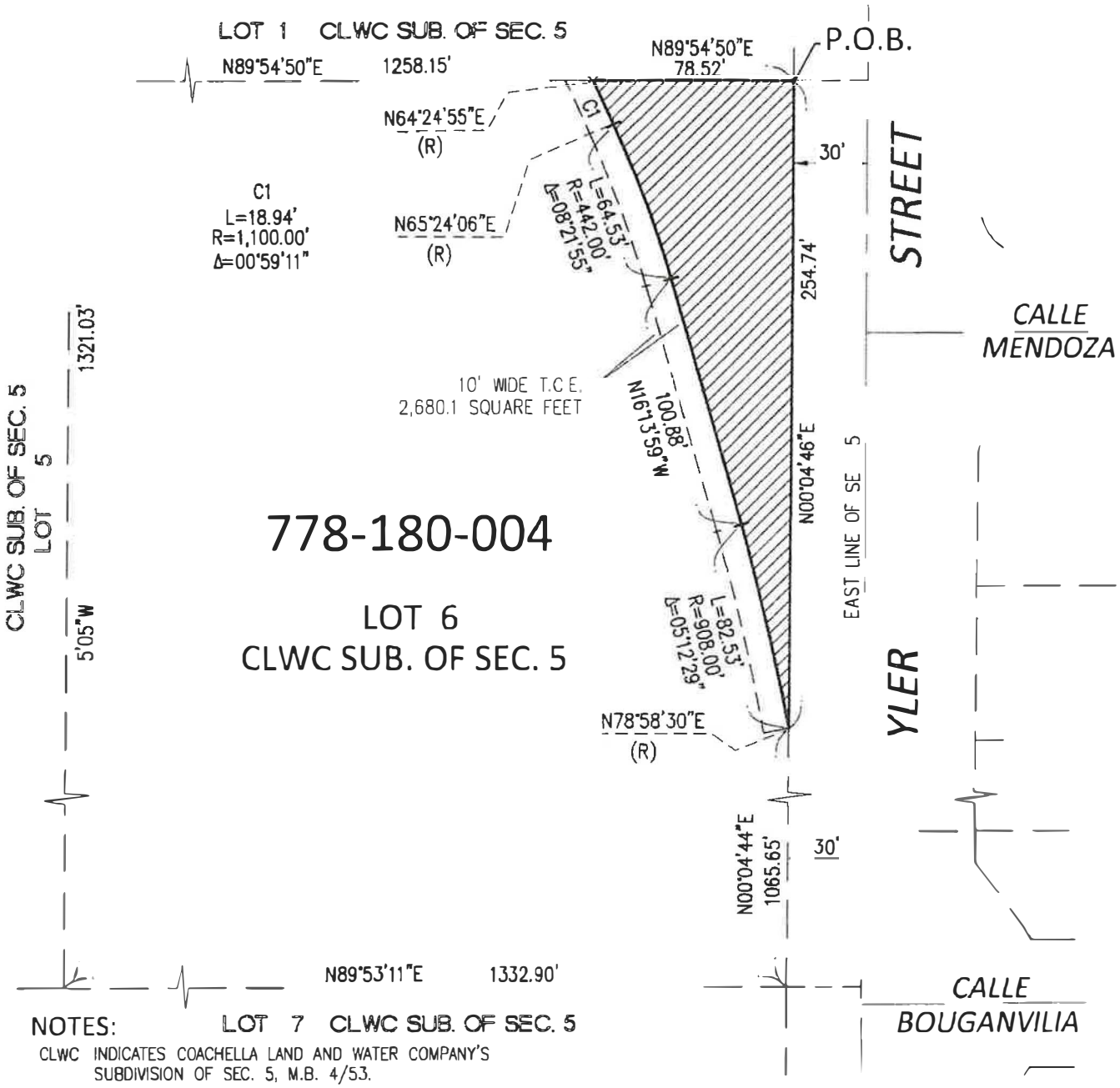
SHEET NUMBER 1 OF 1 SHEETS

NV5
42-829 COOK STREET, SUITE 104 PALM DESERT, CA 92211
760.341.3101 TEL 760.341.5999 FAX WWW.NV5.COM

PREPARED FOR: ANGENIOUS ENG. SER. DATE: SEPT. , 2022

JOB NUMBER 227621-0000158.00

EXHIBIT 'B'



NOTES:

CLWC INDICATES COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SEC. 5, M.B. 4/53.
P.O.B. POINT OF BEGINNING
O.R. OFFICIAL RECORDS
M.B. MAP BOOK
(R) INDICATES RADIAL BEARING
T.C.E. TEMPORARY CONSTRUCTION EASEMENT

AS DESCRIBED IN ATTACHED EXH. 'A' LEGAL DESCRIPTION;
CONTAINS: 8,805.2 SQUARE FEET, MORE OR LESS

NV5

30' 60'

1" = 60'

POR SEC. 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, S.B.M.
IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE

AVENUE 50 BRIDGE PROJECT
ADDITIONAL RIGHT-OF-WAY

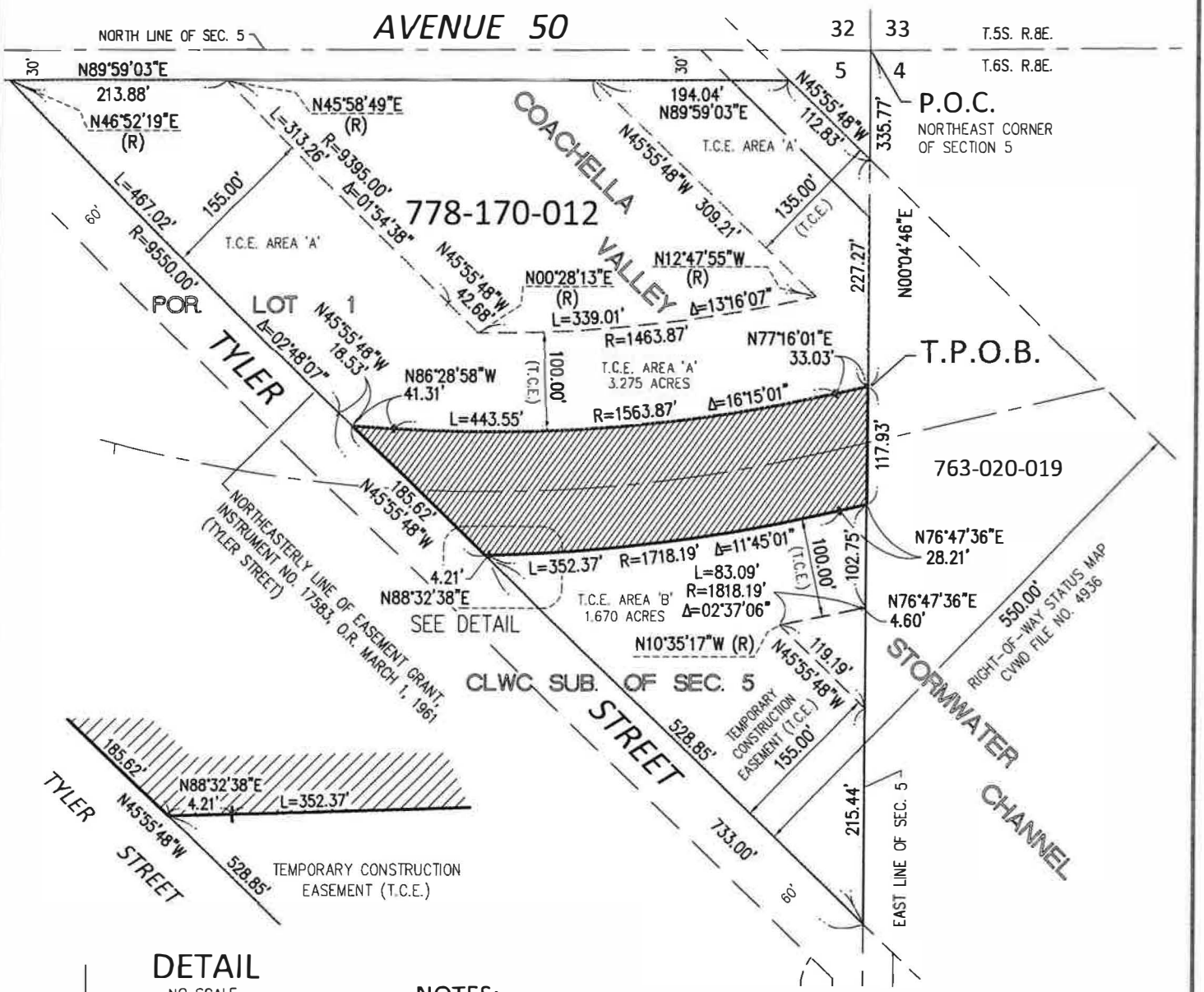
SHEET NUMBER 1 OF 1 SHEETS

JOB NUMBER 227621-0000168.00

NV5
42-829 COOK STREET, SUITE 104 PALM DESERT, CA 92211
760.341.3101 TEL 760.341.5999 FAX WWW.NV5.COM

PREPARED FOR: ANGENIOUS ENG. SER. DATE: SEPT. , 2022

EXHIBIT 'B'



DETAIL
NO SCALE

NOTES:

- CLWC INDICATES COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SEC. 5, M.B. 4/53.
- P.O.B. POINT OF BEGINNING
- O.R. OFFICIAL RECORDS
- M.B. MAP BOOK
- (R) INDICATES RADIAL BEARING
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT

AS DESCRIBED IN ATTACHED EXHIBIT 'A' LEGAL DESCRIPTION;
CONTAINS: 53,872.8 SQUARE FEET, MORE OR LESS
POR. SEC. 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, S.B.M.

NV5
42-829 COOK STREET, SUITE 104 PALM DESERT, CA 92211
760.341.3101 TEL 760.341.5999 FAX WWW.NV5.COM

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE

AVENUE 50 BRIDGE PROJECT
ADDITIONAL RIGHT-OF-WAY

SHEET NUMBER 1 OF 1 SHEETS

PREPARED FOR: ANGENIOUS ENG. SER. DATE: SEPT. , 2022

JOB NUMBER 227621-0000158.00

Recorded at the request of

City of Coachella

When Recorded Mail to:
City of Coachella
c/o: Paragon Partners
Consultants, Inc.
5600 Katella Avenue, Suite 100
Cypress, CA 90630

EXHIBIT C

This document is recorded for the benefit of the City of Coachella and is therefore exempt from the payment of the recording fee pursuant to Government code Section 6103 and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

Space above this line for Recorder's Use

PERMANENT ROADWAY EASEMENT DEED

Parcel Nos. CV-15, CV-16 & CV-18

Assessor's Parcel Numbers: 778-170-011, 778-180-004 and 778-170-012
Federal Project No. BR-NBIL 536

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, PETER RABBIT FARMS, Inc., a California Corporation, ("GRANTORS"), hereby grant to the CITY OF COACHELLA, a municipal corporation, ("GRANTEE"), its successors and assigns, for public street and public utilities purposes, an easement in, over, under, upon, and across all that real property situated in the City of Coachella, County of Riverside, State of California described as follows:

FOR LEGAL DESCRIPTION AND PLAT MAP, SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Dated this _____ day of _____, 20_____.

PETER RABBIT FARMS, Inc., a California Corporation

By: _____ By: _____
John Powell, Jr.

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)
) ss
County of _____)

On _____before me, _____,
(Name of Notary)

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

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

WITNESS my hand and official seal.

_____
(Notary Signature)

EXHIBIT 'A'
LEGAL DESCRIPTION

PARCEL 'A':

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ALL THAT CERTAIN PORTION OF LOT 1 OF THE COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SECTION 5 AS SHOWN BY MAP RECORDED IN BOOK 4, PAGE 53 OF MAPS, RECORDS OF THE RIVERSIDE COUNTY RECORDER'S OFFICE, AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID LOT 1 AT 30.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLE) THE NORTH LINE OF SAID SECTION 5;

THENCE ALONG SAID WEST LINE OF SAID LOT 1, SOUTH 00°05'05" EAST A DISTANCE OF 26.64 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINING ALONG SAID WEST LINE, SOUTH 00°05'05" EAST A DISTANCE OF 101.57 FEET TO ITS INTERSECTION WITH A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,403.00 FEET, A RADIAL LINE TO SAID INTERSECTION BEARS NORTH 22°57'00" EAST, SAID INTERSECTION ALSO BEING **POINT 'A'** HERINAFTER REFERRED TO;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 221.76 FEET THROUGH A CENTRAL ANGLE OF 09°03'22" TO THE BEGINNING OF A NON-TANGENT LINE, A RADIAL LINE TO SAID CURVE BEARS NORTH 32°00'22" EAST;

THENCE ALONG SAID NON-TANGENT LINE, SOUTH 50°12'08" EAST A DISTANCE OF 172.65 FEET TO BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,530.00 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 25°35'12" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 220.17 FEET THROUGH A CENTRAL ANGLE OF 08°14'42" TO THE BEGINNING OF A NON-TANGENT LINE, A RADIAL LINE TO SAID CURVE BEARS SOUTH 17°20'31" WEST;

THENCE ALONG SAID NON-TANGENT LINE, SOUTH 35°11'23" EAST A DISTANCE OF 30.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 604.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 88°46'38" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 297.03 FEET THROUGH A CENTRAL ANGLE OF 28°10'37" TO ITS INTERSECTION WITH A RADIAL LINE TO SAID CURVE HAVING A BEARING OF SOUTH 63°02'46" WEST;

THENCE NORTH 63°02'46" EAST ALONG SAID RADIAL LINE, A DISTANCE OF 64.00 FEET TO ITS INTERSECTION WITH A CONCENTRIC CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 540.00 FEET, SAID INTERSECTION ALSO BEING **POINT 'B'** HEREINAFTER REFERRED TO;

THENCE SOUTHEASTERLY ALONG SAID CONCENTRIC CURVE AN ARC LENGTH OF 285.46 FEET THROUGH A CENTRAL ANGLE OF 30°17'18" TO THE BEGINNING OF A TANGENT

REVERSE CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,100.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 32°45'28" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 607.78 FEET THROUGH A CENTRAL ANGLE OF 31°39'28" TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID LOT 1, A RADIAL LINE TO SAID INTERSECTION BEARS OF NORTH 64°24'55" EAST;

THENCE NORTH 89°54'50" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 57.32 FEET TO ITS INTERSECTION WITH A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,152.00 FEET, A RADIAL LINE TO SAID INTERSECTION BEARS NORTH 65°38'34" EAST, SAID INTERSECTION ALSO BEING **POINT 'C'** HERINAFTER REFERRED TO;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 661.19 FEET THROUGH A CENTRAL ANGLE OF 32°53'06" TO THE BEGINNING OF A TANGENT REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 488.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 32°45'28" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 245.36 FEET THROUGH A CENTRAL ANGLE OF 28°48'27" TO ITS INTERSECTION WITH A RADIAL LINE TO SAID CURVE HAVING A BEARING OF SOUTH 61°33'55" WEST;

THENCE NORTH 61°33'55" EAST ALONG SAID RADIAL LINE, A DISTANCE OF 12.00 FEET TO ITS INTERSECTION WITH A CONCENTRIC CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 476.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CONCENTRIC CURVE AN ARC LENGTH OF 205.69 FEET THROUGH A CENTRAL ANGLE OF 24°45'31" TO THE BEGINNING OF A NON-TANGENT LINE, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 86°19'26" EAST;

THENCE NORTH 49°08'40" EAST A DISTANCE OF 12.25 FEET THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1,550.00 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 11°10'42" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 251.99 FEET THROUGH A CENTRAL ANGLE OF 09°18'54" TO ITS INTERSECTION WITH THE SOUTHWESTERLY LINE OF TYLER STREET, AS DESCRIBED IN DEED RECORDED MARCH 1, 1961 AS INSTRUMENT NO. 17583, OFFICIAL RECORDS, A RADIAL LINE TO SAID INTERSECTION BEARS SOUTH 01°51'48" WEST;

THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 45°55'48" WEST A DISTANCE OF 193.07 FEET THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 9,610.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 305.19 FEET THROUGH A CENTRAL ANGLE OF 01°49'10" TO A POINT OF CUSP WITH A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 115.00 FEET, AND TO WHICH A RADIAL LINE BEARS SOUTH 45°53'22" WEST;

THENCE SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 118.10 FEET THROUGH A CENTRAL ANGLE OF 58°50'23" TO THE BEGINNING OF A TANGENT LINE;

THENCE ALONG SAID TANGENT LINE, SOUTH 14°43'45" WEST A DISTANCE OF 11.33 FEET;

THENCE SOUTH 60°30'49" WEST A DISTANCE OF 23.92 FEET TO ITS INTERSECTION WITH A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,390.00 FEET, A RADIAL LINE TO SAID INTERSECTION BEARS SOUTH 16°43'35" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 214.96 FEET THROUGH A CENTRAL ANGLE OF 08°51'38" TO ITS INTERSECTION WITH A RADIAL LINE TO SAID CURVE HAVING A BEARING OF SOUTH 25°35'12" WEST;

THENCE ALONG SAID RADIAL LINE, SOUTH 25°35'12" WEST, A DISTANCE OF 13.00 FEET TO ITS INTERSECTION WITH A CONCENTRIC CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,403.00 FEET, SAID INTERSECTION ALSO BEING **POINT 'D'** HERINAFTER REFERRED TO;

THENCE NORTHWESTERLY ALONG SAID CONCENTRIC CURVE AN ARC LENGTH OF 157.19 FEET THROUGH A CENTRAL ANGLE OF 06°25'10" TO THE BEGINNING OF A TANGENT REVERSE CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,497.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 32°00'22" WEST;

THENCE NORTHWESTERLY ALONG SAID REVERSE CURVE AN ARC LENGTH OF 276.36 FEET THROUGH A CENTRAL ANGLE OF 10°34'39" TO ITS INTERSECTION WITH THE WEST LINE OF SAID LOT 1, A RADIAL LINE TO WHICH BEARS NORTH 21°25'43" EAST, AND THE **TRUE POINT OF BEGINNING**.

CONTAINING: 206,269.4 SQUARE FEET (4.735 ACRES), MORE OR LESS.

TOGETHER WITH AN EASEMENT 10.00 FEET IN WIDTH FOR TEMPORARY CONSTRUCTION PURPOSES, A PORTION SAID LOT 1 OF THE COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SECTION 5, DESCRIBED AS FOLLOWS:

STRIP NO. 1:
LYING SOUTHERLY OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE AFOREMENTIONED **POINT 'A'**, A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,403.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 22°57'00" EAST ;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 221.76 FEET THROUGH A CENTRAL ANGLE OF 09°03'22" TO THE BEGINNING OF A NON-TANGENT LINE, A RADIAL LINE TO SAID CURVE BEARS NORTH 32°00'22" EAST;

THENCE ALONG SAID NON-TANGENT LINE, SOUTH 50°12'08" EAST A DISTANCE OF 172.65 FEET AND THE **TERMINUS OF THE LINE** DESCRIBED HERE.

THE SOUTHERLY LINE IS TO BE SHORTHENED AS TO TERMINATE IN THE WEST LINE OF SAID LOT 1.

CONTAINING: 3,908.1 SQUARE FEET (0.090 ACRES), MORE OR LESS.

EXHIBIT "A"
LEGAL DESCRIPTION

STRIP NO. 2:
LYING WESTLERLY OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE AFOREMENTIONED **POINT 'B'**, A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 540.00 FEET; A RADIAL LINE TO SAID POINT BEARS SOUTH 63°02'46" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 285.46 FEET THROUGH A CENTRAL ANGLE OF 30°17'18" TO THE BEGINNING OF A TANGENT REVERSE CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,100.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 32°45'28" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 607.78 FEET THROUGH A CENTRAL ANGLE OF 31°39'28" TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID LOT 1, A RADIAL LINE TO SAID INTERSECTION BEARS OF NORTH 64°24'55" EAST, AND THE **TERMINUS OF THE LINE** DESCRIBED HERE.

THE WESTERLY LINE IS TO BE SHORTHENED AS TO TERMINATE IN THE SOUTH LINE OF SAID LOT 1.

CONTAINING: 8,907.0 SQUARE FEET (0.205 ACRES), MORE OR LESS.

STRIP NO. 3:
LYING EASTLERLY OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE AFOREMENTIONED **POINT 'C'**, A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,152.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 65°38'34" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 661.19 FEET THROUGH A CENTRAL ANGLE OF 32°53'06" TO THE BEGINNING OF A TANGENT REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 488.00 FEET, A RADIAL LINE AT SAID BEGINNING BEARS SOUTH 32°45'28" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 245.36 FEET THROUGH A CENTRAL ANGLE OF 28°48'27" TO ITS INTERSECTION WITH A RADIAL LINE TO SAID CURVE HAVING A BEARING OF SOUTH 61°33'55" WEST, AND THE **TERMINUS OF THE LINE** DESCRIBED HERE.

THE EASTERLY LINE IS TO BE LENGTHENED AS TO TERMINATE IN THE SOUTH LINE OF SAID LOT 1.

CONTAINING: 9,091.6 SQUARE FEET (0.209 ACRES), MORE OR LESS.

STRIP NO. 4:
THE SOUTH 10.00 FEET OF SAID LOT 1 OF THE COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SECTION 5, LYING EASTERLY OF THE ABOVE DESCRIBED STRIP NO. 3.

EXHIBIT "A"
LEGAL DESCRIPTION

CONTAINING: 125.0 SQUARE FEET, MORE OR LESS.

STRIP NO. 5:
LYING NORTHERLY OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE AFOREMENTIONED **POINT 'D'**, A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,403.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 25°35'12" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 157.19 FEET THROUGH A CENTRAL ANGLE OF 06°25'10" TO THE BEGINNING OF A TANGENT REVERSE CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,497.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 32°00'22" WEST;

THENCE NORTHWESTERLY ALONG SAID REVERSE CURVE AN ARC LENGTH OF 276.36 FEET THROUGH A CENTRAL ANGLE OF 10°34'39" TO ITS INTERSECTION WITH THE WEST LINE OF SAID LOT 1, A RADIAL LINE TO WHICH BEARS NORTH 21°25'43" EAST, AND THE **TERMINUS OF THE LINE** DESCRIBED HERE.

THE NORTHERLY LINE IS TO BE LENGTHENED AS TO TERMINATE IN THE WEST LINE OF SAID LOT 1.

CONTAINING: 4,358.9 SQUARE FEET (0.100 ACRES), MORE OR LESS.

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

SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

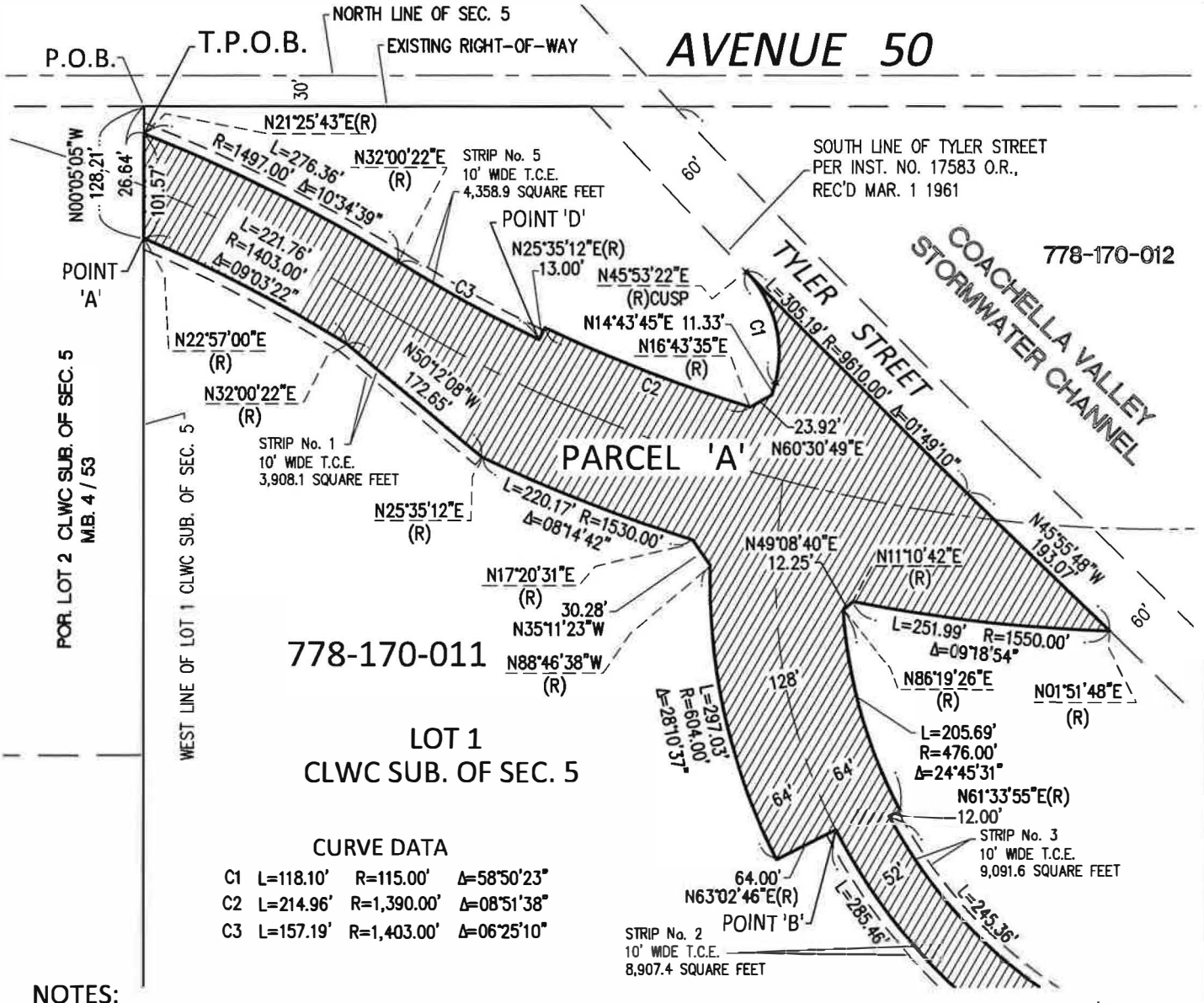
NV5 INC.:
PREPARED BY ME OR UNDER MY DIRECTION:

9/26/2024

JAY S. FAHRION — DATE
PLS NO. 8207



EXHIBIT 'B'



SEE SHEET 2

CURVE DATA

C1	L=118.10'	R=115.00'	Δ=58°50'23"
C2	L=214.96'	R=1,390.00'	Δ=08°51'38"
C3	L=157.19'	R=1,403.00'	Δ=06°25'10"

NOTES:

CLWC INDICATES COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SEC. 5, M.B. 4/53.
P.O.B. POINT OF BEGINNING
T.P.O.B. TRUE POINT OF BEGINNING
O.R. OFFICIAL RECORDS
M.B. MAP BOOK
(R) INDICATES RADIAL BEARING
T.C.E. TEMPORARY CONSTRUCTION EASEMENT

AS DESCRIBED IN ATTACHED EXHIBIT 'A' LEGAL DESCRIPTION;
CONTAINS: 206,269.4 SQUARE FEET (4.735 ACRES), MORE OR LESS

0 75' 150'
1" = 150'

POR. SEC. 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, S.B.M.
IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE

AVENUE 50 BRIDGE PROJECT
ADDITIONAL RIGHT-OF-WAY

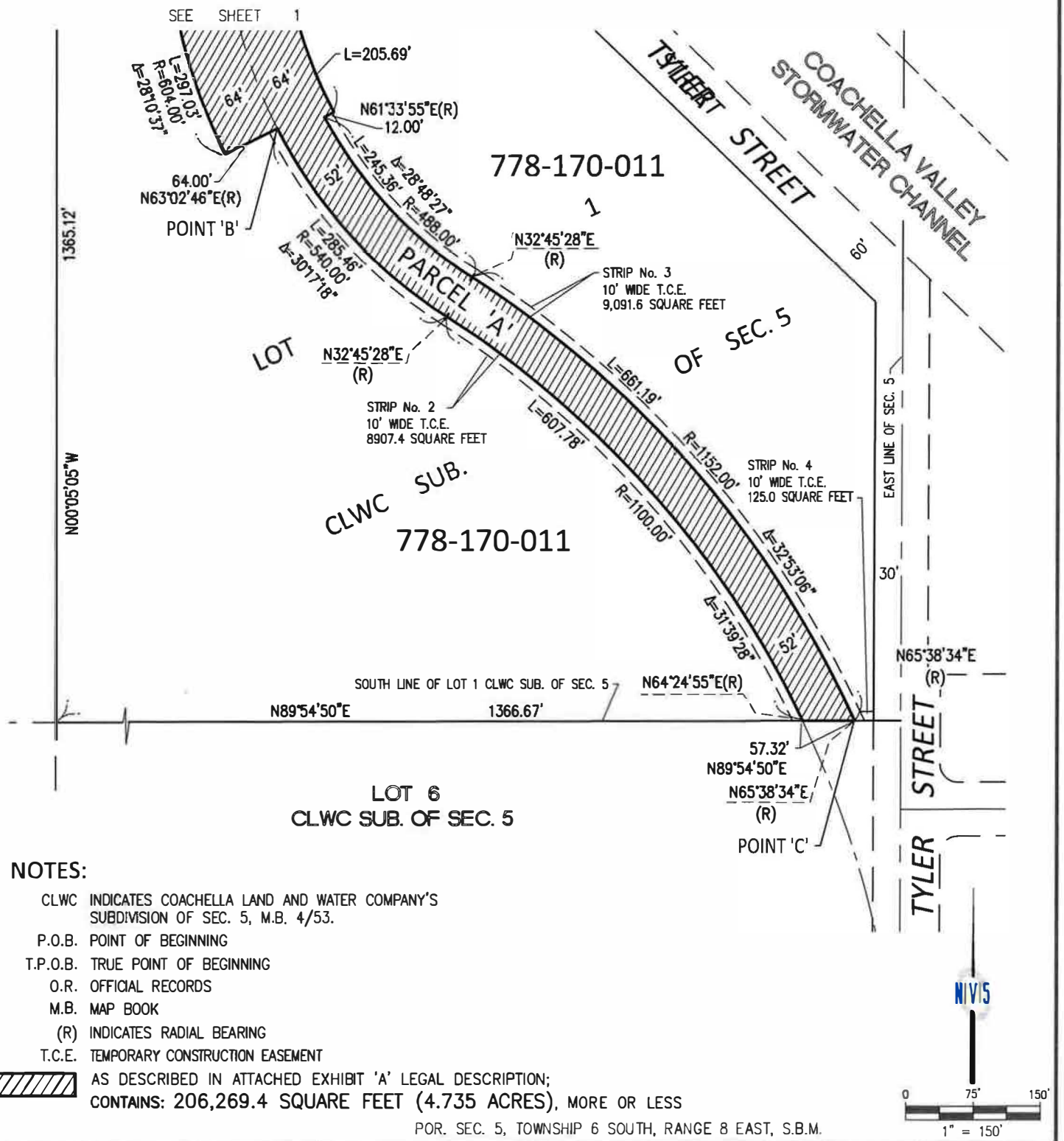
SHEET NUMBER 1 OF 2 SHEETS

NV5
42-829 COOK STREET, SUITE 104 PALM DESERT, CA 92211
760.341.3101 TEL 760.341.5999 FAX WWW.NV5.COM

PREPARED FOR: ANGENIOUS ENG. SER. DATE: SEPT. , 2022

JOB NUMBER 227621-0000158.00

EXHIBIT 'B'



NOTES:

- CLWC INDICATES COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SEC. 5, M.B. 4/53.
- P.O.B. POINT OF BEGINNING
- T.P.O.B. TRUE POINT OF BEGINNING
- O.R. OFFICIAL RECORDS
- M.B. MAP BOOK
- (R) INDICATES RADIAL BEARING
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT

AS DESCRIBED IN ATTACHED EXHIBIT 'A' LEGAL DESCRIPTION;
CONTAINS: 206,269.4 SQUARE FEET (4.735 ACRES), MORE OR LESS

POR. SEC. 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, S.B.M.

NV5
42-829 COOK STREET, SUITE 104 PALM DESERT, CA 92211
760.341.3101 TEL 760 341.5999 FAX WWW.NV5.COM

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE

AVENUE 50 BRIDGE PROJECT
ADDITIONAL RIGHT-OF-WAY

SHEET NUMBER 2 OF 2 SHEETS

PREPARED FOR: ANGENIOUS ENG. SER. DATE: SEPT. , 2022

JOB NUMBER 227621-0000158.00

EXHIBIT 'A'
LEGAL DESCRIPTION

PARCEL 'B':

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ALL THAT CERTAIN PORTION OF LOT 1 OF THE COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SECTION 5 AS SHOWN BY MAP RECORDED IN BOOK 4, PAGE 53 OF MAPS, RECORDS OF THE RIVERSIDE COUNTY RECORDER'S OFFICE, AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A THE NORTHEAST CORNER OF SAID SECTION 5;

THENCE ALONG THE EAST LINE OF SAID SECTION 5, SOUTH 00°04'46" WEST A DISTANCE OF 956.36 FEET TO THE SOUTH LINE OF TYLER STREET AS DESCRIBED BY DOCUMENT RECORDED MARCH 1, 1961 AS INSTRUMENT NO. 17583, OF OFFICIAL RECORDS;

THENCE ALONG SAID SOUTH LINE, NORTH 45°55'48" WEST A DISTANCE OF 41.70 FEET TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND 30.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLE) THE EAST LINE OF SAID SECTION 5, AND THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 45°55'48" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 30.13 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 50.00 FEET, A RADIAL LINE AT SAID BEGINNING BEARS NORTH 52°42'10" WEST;

THENCE SOUTHERLY ALONG SAID CURVE AN ARC LENGTH OF 56.46 FEET THROUGH A CENTRAL ANGLE OF 64°41'56" TO THE BEGINNING OF A TANGENT LINE;

THENCE ALONG SAID TANGENT LINE, SOUTH 27°24'06" EAST A DISTANCE OF 35.14 FEET TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND 40.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLE) THE EAST LINE OF SAID SECTION 5;

THENCE ALONG SAID PARALLEL LINE, SOUTH 00°04'46" WEST A DISTANCE OF 12.00 FEET;

THENCE SOUTH 89°55'14" EAST A DISTANCE OF 10.00 FEET TO A LINE PAERALLEL WITH AND 30.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLE) THE EAST LINE OF SAID SECTION 5,

THENCE ALONG SAID PARALLEL LINE, NORTH 00°04'46" EAST A DISTANCE OF 75.57 FEET TO THE SAID SOUTH LINE OF TYLER STREET AND THE **POINT OF BEGINNING;**

CONTAINING: 2,016.0 SQUARE FEET, MORE OR LESS.

EXHIBIT 'A'
LEGAL DESCRIPTION

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

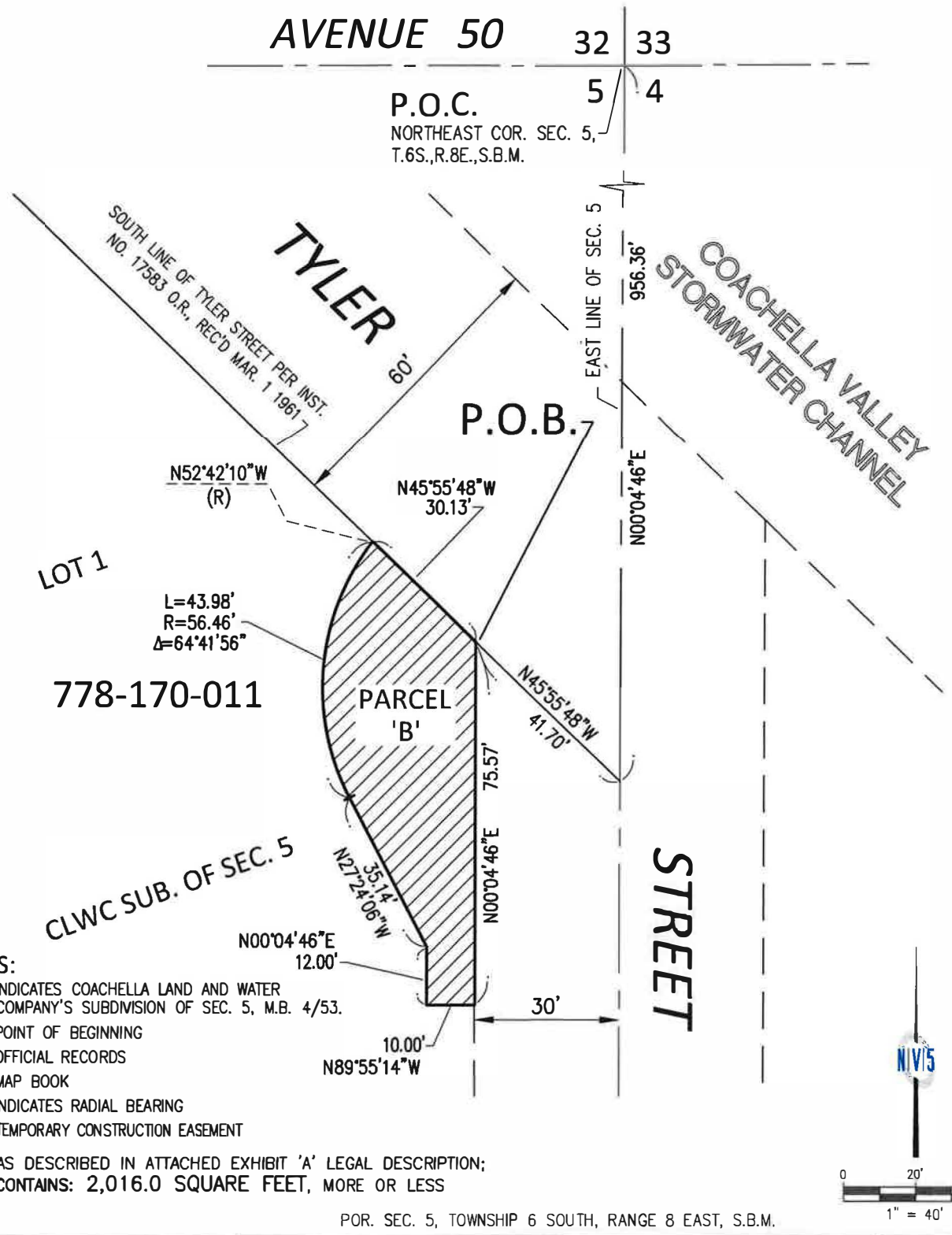
SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

NV5 INC.:
PREPARED BY ME OR UNDER MY DIRECTION:

Jay S. Fahrion 8/26/2024
JAY S. FAHRION DATE
PLS NO. 8207



EXHIBIT 'B'



NOTES:

- CLWC INDICATES COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SEC. 5, M.B. 4/53.
- P.O.B. POINT OF BEGINNING
- O.R. OFFICIAL RECORDS
- M.B. MAP BOOK
- (R) INDICATES RADIAL BEARING
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT

AS DESCRIBED IN ATTACHED EXHIBIT 'A' LEGAL DESCRIPTION;
CONTAINS: 2,016.0 SQUARE FEET, MORE OR LESS

POR. SEC. 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, S.B.M.

NV5
42-829 COOK STREET, SUITE 104 PALM DESERT, CA 92211
760.341.3101 TEL 760.341.5999 FAX WWW.NV5.COM

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE

AVENUE 50 BRIDGE PROJECT
ADDITIONAL RIGHT-OF-WAY

SHEET NUMBER 1 OF 1 SHEETS

PREPARED FOR: ANGENIOUS ENG. SER. DATE: SEPT. , 2022

JOB NUMBER 227621-0000158.00

EXHIBIT 'A'
LEGAL DESCRIPTION

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ALL THAT CERTAIN PORTION OF LOT 6 OF THE COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SECTION 5 AS SHOWN BY MAP RECORDED IN BOOK 4, PAGE 53 OF MAPS, RECORDS OF THE RIVERSIDE COUNTY RECORDER'S OFFICE, AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 6 AT 30.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLE) THE EAST LINE OF SAID SECTION 5;

THENCE ALONG SAID NORTH LINE, SOUTH 89°54'50" WEST A DISTANCE OF 78.52 FEET TO ITS INTERSECTION WITH A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,100.00 FEET, A RADIAL LINE TO SAID INTERSECTION BEARS NORTH 64°24'55" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 18.94 FEET THROUGH A CENTRAL ANGLE OF 00°59'11" TO THE BEGINNING OF A TANGENT COMPOUND CURVE CONCAVE SOUTHWESTERLY AND HAVING A RAIUS OF 442.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 65°24'06" EAST;

THENCE CONTINUING SOUTHEASTERLY ALONG SAID COMPOUND CURVE AN ARC LENGTH OF 64.53 FEET THROUGH A CENTRAL ANGLE OF 08°21'55" TO THE BEGINNING OF A TANGENT LINE;

THENCE SOUTH 16°13'59" EAST ALONG SAID TANGENT LINE A DISTANCE OF 100.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 908.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 82.53 FEET THROUGH A CENTRAL ANGLE OF 05°12'29" TO A POINT OF CUSP IN A LINE PARALLEL WITH AND 30.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLE) THE EAST LINE OF SAID SECTION 5, A RADIAL LINE TO SAID POINT BEARS NORTH 78°58'30" EAST;

THENCE ALONG SAID PARALLEL LINE, NORTH 00°04'46" EAST A DISTANCE OF 254.74 FEET TO THE **POINT OF BEGINNING**;

CONTAINING: 8,805.2 SQUARE FEET, MORE OR LESS.

TOGETHER WITH AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, A STRIP OF LAND 10.00 FEET IN WIDTH LYING SOUTHWESTERLY OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE;

COMMENCING AT A POINT IN THE NORTH LINE OF SAID LOT 6 AT 30.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLE) THE EAST LINE OF SAID SECTION 5;

THENCE ALONG SAID NORTH LINE, SOUTH 89°54'50" WEST A DISTANCE OF 78.52 FEET TO ITS INTERSECTION WITH A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,100.00 FEET AND THE **POINT OF BEGINNING**, A RADIAL LINE TO SAID INTERSECTION BEARS NORTH 64°24'55" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 18.94 FEET THROUGH A CENTRAL ANGLE OF 00°59'11" TO THE BEGINNING OF A TANGENT COMPOUND CURVE CONCAVE SOUTHWESTERLY AND HAVING A RAIUS OF 442.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 65°24'06" EAST;

THENCE CONTINUING SOUTHEASTERLY ALONG SAID COMPOUND CURVE AN ARC LENGTH OF 64.53 FEET THROUGH A CENTRAL ANGLE OF 08°21'55" TO THE BEGINNING OF A TANGENT LINE;

THENCE SOUTH 16°13'59" EAST ALONG SAID TANGENT LINE A DISTANCE OF 100.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 908.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 82.53 FEET THROUGH A CENTRAL ANGLE OF 05°12'29" TO A POINT IN A LINE PARALLEL WITH AND 30.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLE) THE EAST LINE OF SAID SECTION 5, A RADIAL LINE TO SAID POINT BEARS NORTH 78°58'30" EAST AND **TERMINUS OF LINE** DESCRIBED HEREIN.

THE SOUTHWESTERLY LINE IS TO BE LENGTHENED AS TO TERMINATE IN THE NORTH LINE OF SAID LOT 6.

CONTAINING: 2680.1 SQUARE FEET, MORE OR LESS.

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

SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

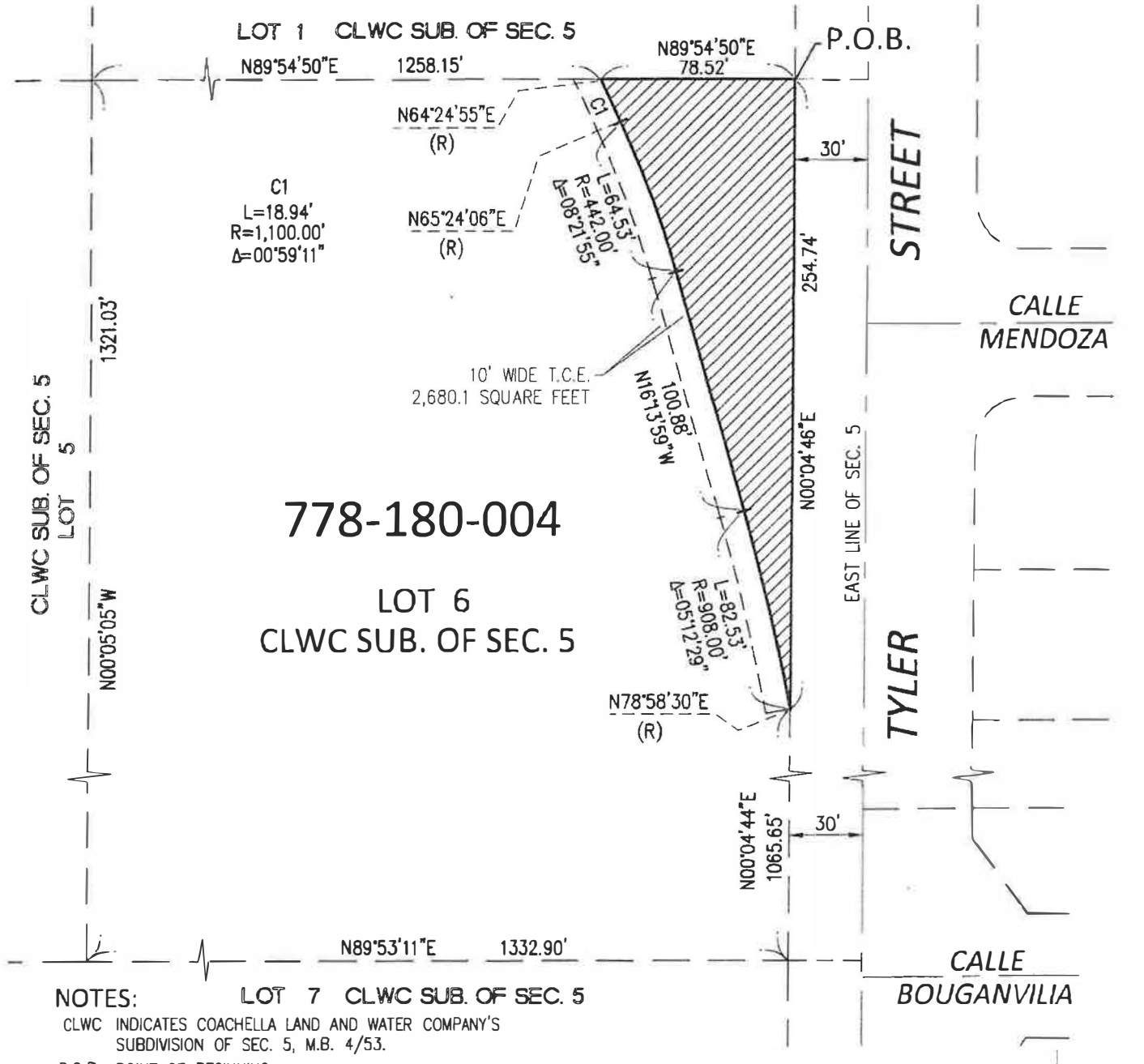
NV5 INC.:
PREPARED BY ME OR UNDER MY DIRECTION:

Jay S. Fahrion 5/23/23

JAY S. FAHRION DATE
PLS NO. 8207



EXHIBIT 'B'



NOTES:

- CLWC INDICATES COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SEC. 5, M.B. 4/53.
- P.O.B. POINT OF BEGINNING
- O.R. OFFICIAL RECORDS
- M.B. MAP BOOK
- (R) INDICATES RADIAL BEARING
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT
- AS DESCRIBED IN ATTACHED EXH. 'A' LEGAL DESCRIPTION; CONTAINS: 8,805.2 SQUARE FEET, MORE OR LESS

POR. SEC. 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, S.B.M.

0 30' 60'
1" = 60'

NV5

42-829 COOK STREET, SUITE 104 PALM DESERT, CA 92211
760.341.3101 TEL 760.341.5999 FAX WWW.NV5.COM

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE

AVENUE 50 BRIDGE PROJECT
ADDITIONAL RIGHT-OF-WAY

SHEET NUMBER 1 OF 1 SHEETS

PREPARED FOR: ANGENIOUS ENG. SER. DATE: SEPT. , 2022

JOB NUMBER 227621-0000168.00

EXHIBIT 'A'
LEGAL DESCRIPTION

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ALL THAT CERTAIN PORTION OF LOT 1 OF THE COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SECTION 5 AS SHOWN BY MAP RECORDED IN BOOK 4, PAGE 53 OF MAPS, RECORDS OF THE RIVERSIDE COUNTY RECORDER'S OFFICE, AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A THE NORTHEAST CORNER OF SAID SECTION 5;

THENCE ALONG THE EAST LINE OF SAID SECTION 5, SOUTH 00°04'46" WEST A DISTANCE OF 335.77 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 00°04'46" WEST ALONG SAID EAST LINE, A DISTANCE OF 117.93 FEET;

THENCE LEAVING SAID EAST LINE, SOUTH 76°47'36" WEST A DISTANCE OF 28.21 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,718.19 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 352.37 FEET THROUGH A CENTRAL ANGLE OF 11°45'01" TO THE BEGINNING OF A TANGENT LINE;

THENCE SOUTH 88°32'38" WEST A DISTANCE OF 4.21 FEET TO A POINT ON THE NORTHEASTERLY LINE OF TYLER STREET AS DESCRIBED IN EASEMENT GRANT RECORDED MARCH 1, 1961 AS INSTRUMENT NO. 17583 OFFICIAL RECORDS, SAID LINE ALSO BEING THE SOUTHWESTERLY RIGHT-OF-WAY LINE FOR THE COACHELLA VALLEY STORMWATER CHANNEL AS SHOWN BY DRAWING NO. 1758-6 ON FILE WITH THE COACHELLA VALLEY WATER DISTRICT, FILE NO. 4936;

THENCE ALONG SAID NORTHEASTERLY LINE, NORTH 45°55'48" WEST A DISTANCE OF 185.62 FEET;

THENCE LEAVING SAID NORTHEASTERLY LINE, SOUTH 86°28'58" EAST A DISTANCE OF 41.31 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,563.87 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 443.55 FEET THROUGH A CENTRAL ANGLE OF 16°15'01" TO THE BEGINNING OF A TANGENT LINE;

THENCE NORTH 77°16'01" EAST A DISTANCE OF 33.03 FEET TO THE EAST LINE OF SAID SECTION 5 AND THE **TRUE POINT OF BEGINNING.**

CONTAINING: 53,872.8 SQUARE FEET, MORE OR LESS.

TOGETHER WITH AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, A PORTION OF SAID NORTHEAST QUARTER OF SECTION 5, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TCE AREA 'A':

COMMENCING AT A THE NORTHEAST CORNER OF SAID SECTION 5;

THENCE ALONG THE EAST LINE OF SAID SECTION 5, SOUTH 00°04'46" WEST A DISTANCE OF 335.77 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 77°16'01" WEST A DISTANCE OF 33.03 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,563.87 FEET;

THENCE WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 443.55 FEET THROUGH A CENTRAL ANGLE OF 16°15'01" TO THE BEGINNING OF A TANGENT LINE;

THENCE NORTH 86°28'58" WEST A DISTANCE OF 41.31 FEET TO A POINT ON THE NORTHEASTERLY LINE OF TYLER STREET AS DESCRIBED IN EASEMENT GRANT RECORDED MARCH 1, 1961 AS INSTRUMENT NO. 17583 OFFICIAL RECORDS, SAID LINE ALSO BEING THE SOUTHWESTERLY RIGHT-OF-WAY LINE FOR THE COACHELLA VALLEY STORMWATER CHANNEL AS SHOWN BY DRAWING NO. 1758-6 ON FILE WITH THE COACHELLA VALLEY WATER DISTRICT, FILE NO. 4936;

THENCE ALONG SAID NORTHEASTERLY LINE, NORTH 45°55'48" WEST A DISTANCE OF 18.53 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 9,550.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVED RIGHT-OF-WAY AN ARC LENGTH OF 467.02 FEET THROUGH A CENTRAL ANGLE OF 02°48'07" TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND 30.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLE) THE NORTH LINE OF SAID SECTION 5, AND TO WHICH A RADIAL LINE BEARS SOUTH 46°52'19" WEST

THENCE ALONG SAID PARALLEL LINE, NORTH 89°59'03" EAST A DISTANCE OF 213.88 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 9,395.00 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 45°58'49" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 313.26 FEET THROUGH A CENTRAL ANGLE OF 01°54'38" TO THE BEGINNING OF A TANGENT LINE;

THENCE SOUTH 45°55'48" EAST A DISTANCE OF 42.68 FEET TO ITS INTERSECTION WITH A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1,463.87 FEET, AND TO WHICH POINT A RADIAL LINE BEARS NORTH 00°28'13" EAST;

THENCE EASTERLY ALONG SAID CURVE AN ARC LENGTH OF 339.01 FEET THROUGH A CENTRAL ANGLE OF 13°16'07" TO ITS INTERSECTION WITH A NON-TANGENT LINE TO WHICH A RADIAL LINE BEARS NORTH 12°47'55" WEST;

THENCE, NORTH 45°55'48" WEST A DISTANCE OF 309.21 FEET TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND 30.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLE) THE NORTH LINE OF SAID SECTION 5;

THENCE ALONG SAID PARALLEL LINE, NORTH 89°59'03" EAST A DISTANCE OF 194.04 FEET TO ITS INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY

LINE OF THE COACHELLA VALLEY STORMDRAIN CHANNEL AS BY DRAWING NO. 1758-6 ON FILE WITH THE COACHELLA VALLEY WATER DISTRICT, FILE NO. 4936;

THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE SOUTH 45°55'48" EAST A DISTANCE OF 112.83 FEET TO A POINT IN THE EAST LINE OF SAID SECTION 5 AND FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 5 BEARS NORTH 00°04'46" EAST A DISTANCE OF 108.51 FEET;

THENCE ALONG SAID EAST LINE, SOUTH 00°04'46" WEST A DISTANCE OF 227.27 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING: 142,642.8 SQUARE FEET (3.275 ACRES), MORE OR LESS

TCE AREA 'B':

COMMENCING AT A THE NORTHEAST CORNER OF SAID SECTION 5;

THENCE ALONG THE EAST LINE OF SAID SECTION 5, SOUTH 00°04'46" WEST A DISTANCE OF 453.70 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID EAST LINE OF SAID SECTION 5, SOUTH 00°04'46" WEST A DISTANCE OF 102.75 FEET;

THENCE SOUTH 76°47'36" WEST A DISTANCE OF 4.60 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,818.19 FEET;

THENCE WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 83.09 FEET THROUGH A CENTRAL ANGLE OF 02°37'06" TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND 155.00 FEET NORTHEASTERLY OF (AS MEASURED AT RIGHT ANGLE) THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE COACHELLA VALLEY STORMWATER CHANNEL AS SHOWN BY DRAWING NO. 1758-6 ON FILE WITH THE COACHELLA VALLEY WATER DISTRICT, FILE NO. 4936, A RADIAL LINE TO SAID INTERSECTION BEARS SOUTH 10°35'17" EAST;

THENCE ALONG SAID PARALLEL LINE, SOUTH 45°55'48" EAST A DISTANCE OF 119.19 FEET TO A POINT IN THE EAST LINE OF SAID SECTION 5;

THENCE ALONG SAID EAST LINE, SOUTH 00°04'46" WEST A DISTANCE OF 215.44 FEET TO ITS INTERSECTION WITH SAID SOUTHWESTERLY RIGHT-OF-WAY LINE;

THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, NORTH 45°55'48" WEST A DISTANCE OF 528.85 FEET;

THENCE NORTH 88°32'38" EAST A DISTANCE OF 4.21 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,718.19 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 352.37 FEET THROUGH A CENTRAL ANGLE OF 11°45'01" TO THE BEGINNING OF A TANGENT LINE;

THENCE NORTH 76°47'36" EAST A DISTANCE OF 28.21 FEET TO THE EAST LINE OF SAID SECTION 5 AND THE **TRUE POINT OF BEGINNING.**

CONTAINING: 72,746.1SQUARE FEET (1.670 ACRES), MORE OR LESS

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

SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

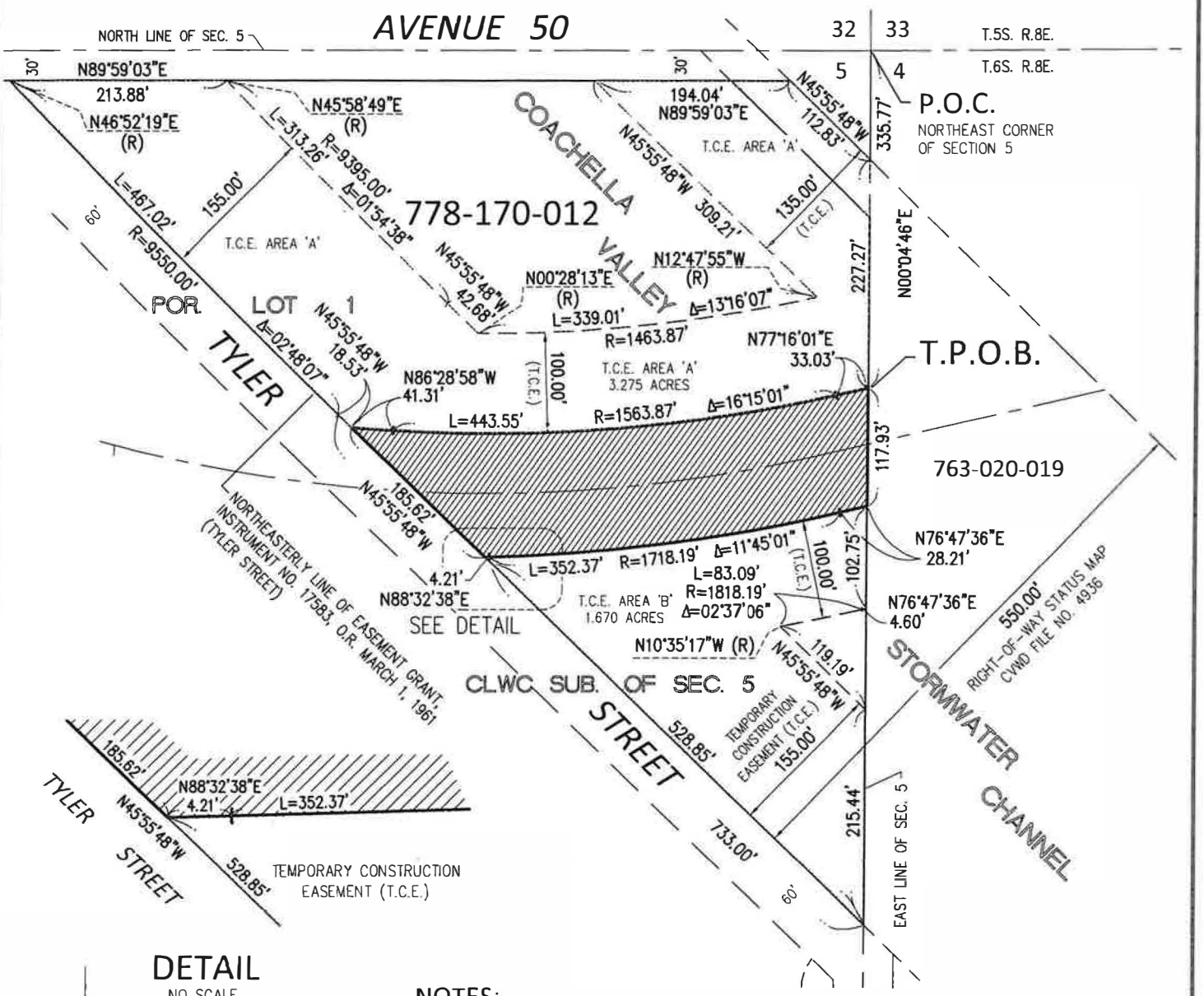
NV5 INC.:
PREPARED BY ME OR UNDER MY DIRECTION:

Jay S. Fahrion 3/10/23

JAY S. FAHRION — DATE
PLS NO. 8207



EXHIBIT 'B'



DETAIL
NO SCALE

0 75' 150'
1" = 150'

NOTES:

CLWC INDICATES COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SEC. 5, M.B. 4/53.
P.O.B. POINT OF BEGINNING
O.R. OFFICIAL RECORDS
M.B. MAP BOOK
(R) INDICATES RADIAL BEARING
T.C.E. TEMPORARY CONSTRUCTION EASEMENT

AS DESCRIBED IN ATTACHED EXHIBIT 'A' LEGAL DESCRIPTION;
CONTAINS: 53,872.8 SQUARE FEET, MORE OR LESS
POR. SEC. 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, S.B.M.

NV5
42-829 COOK STREET, SUITE 104 PALM DESERT, CA 92211
760.341.3101 TEL 760.341.5999 FAX WWW.NV5.COM

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE

AVENUE 50 BRIDGE PROJECT
ADDITIONAL RIGHT-OF-WAY

SHEET NUMBER 1 OF 1 SHEETS

PREPARED FOR: ANGENIOUS ENG. SER. DATE: SEPT. , 2022

JOB NUMBER 227621-0000158.00

CERTIFICATE OF ACCEPTANCE

PERMANENT ROADWAY EASEMENT DEED

This is to certify that the interest in the real property conveyed by the Permanent Roadway Easement Deed from PETER RABBIT FARMS, Inc., a California Corporation **("GRANTORS")** to the **CITY OF COACHELLA ("GRANTEE")**, is hereby accepted by the undersigned on behalf of the City Council of the City of Coachella, and the GRANTEE consents to recordation thereof by its duly authorized officer.

_____
Date

_____
Andrew Simmons
City Engineer

Recorded at the request of

City of Coachella

When Recorded Mail to:
City of Coachella
c/o: Paragon Partners
Consultants, Inc.
5600 Katella Avenue, Suite 100
Cypress, CA 90630

EXHIBIT D

This document is recorded for the benefit of the City of Coachella and is therefore exempt from the payment of the recording fee pursuant to Government code Section 6103 and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

Space above this line for Recorder's Use

TEMPORARY CONSTRUCTION EASEMENT DEED

Parcel Nos. CV-15, CV-16 & CV-18

Assessor's Parcel Numbers: 778-170-011, 778-180-004 and 778-170-012
Federal Project No. BR-NBIL 536

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, PETER RABBIT FARMS, Inc., a California Corporation, ("GRANTORS"), hereby grant to the CITY OF COACHELLA, a municipal corporation ("GRANTEE"), its successors and assigns, an exclusive Temporary Construction Easement for street, highway and public utility purposes over, under, and upon the real property in the City of Coachella, County of Riverside, State of California described as follows:

More particularly described and depicted in Exhibit "A" and Exhibit "B", attached hereto, and made apart hereof, together with all necessary and convenient means of ingress and egress to and from said easement or strip or parcel of land, for the purpose of constructing streets, highways, and public utilities.

Temporary Construction Easement shall be for a thirty-six (36) month period, to commence September 01, 2025 and to terminate August 31, 2028.

At the expiration of the Temporary Construction Easement, GRANTEE shall restore such property to a condition as near as practicable to the condition that existed immediately prior to GRANTEE'S operations.

Dated this _____ day of _____, 20_____.

PETER RABBIT FARMS, Inc., a California Corporation

By: _____ By: _____
John Powell, Jr.

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)
) ss
County of _____)

On _____before me, _____,
(Name of Notary)

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

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

WITNESS my hand and official seal.

_____
(Notary Signature)

EXHIBIT 'A'
LEGAL DESCRIPTION

PARCEL 'A':

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ALL THAT CERTAIN PORTION OF LOT 1 OF THE COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SECTION 5 AS SHOWN BY MAP RECORDED IN BOOK 4, PAGE 53 OF MAPS, RECORDS OF THE RIVERSIDE COUNTY RECORDER'S OFFICE, AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID LOT 1 AT 30.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLE) THE NORTH LINE OF SAID SECTION 5;

THENCE ALONG SAID WEST LINE OF SAID LOT 1, SOUTH 00°05'05" EAST A DISTANCE OF 26.64 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINING ALONG SAID WEST LINE, SOUTH 00°05'05" EAST A DISTANCE OF 101.57 FEET TO ITS INTERSECTION WITH A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,403.00 FEET, A RADIAL LINE TO SAID INTERSECTION BEARS NORTH 22°57'00" EAST, SAID INTERSECTION ALSO BEING **POINT 'A'** HERINAFTER REFERRED TO;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 221.76 FEET THROUGH A CENTRAL ANGLE OF 09°03'22" TO THE BEGINNING OF A NON-TANGENT LINE, A RADIAL LINE TO SAID CURVE BEARS NORTH 32°00'22" EAST;

THENCE ALONG SAID NON-TANGENT LINE, SOUTH 50°12'08" EAST A DISTANCE OF 172.65 FEET TO BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,530.00 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 25°35'12" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 220.17 FEET THROUGH A CENTRAL ANGLE OF 08°14'42" TO THE BEGINNING OF A NON-TANGENT LINE, A RADIAL LINE TO SAID CURVE BEARS SOUTH 17°20'31" WEST;

THENCE ALONG SAID NON-TANGENT LINE, SOUTH 35°11'23" EAST A DISTANCE OF 30.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 604.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 88°46'38" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 297.03 FEET THROUGH A CENTRAL ANGLE OF 28°10'37" TO ITS INTERSECTION WITH A RADIAL LINE TO SAID CURVE HAVING A BEARING OF SOUTH 63°02'46" WEST;

THENCE NORTH 63°02'46" EAST ALONG SAID RADIAL LINE, A DISTANCE OF 64.00 FEET TO ITS INTERSECTION WITH A CONCENTRIC CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 540.00 FEET, SAID INTERSECTION ALSO BEING **POINT 'B'** HEREINAFTER REFERRED TO;

THENCE SOUTHEASTERLY ALONG SAID CONCENTRIC CURVE AN ARC LENGTH OF 285.46 FEET THROUGH A CENTRAL ANGLE OF 30°17'18" TO THE BEGINNING OF A TANGENT

REVERSE CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,100.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 32°45'28" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 607.78 FEET THROUGH A CENTRAL ANGLE OF 31°39'28" TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID LOT 1, A RADIAL LINE TO SAID INTERSECTION BEARS OF NORTH 64°24'55" EAST;

THENCE NORTH 89°54'50" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 57.32 FEET TO ITS INTERSECTION WITH A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,152.00 FEET, A RADIAL LINE TO SAID INTERSECTION BEARS NORTH 65°38'34" EAST, SAID INTERSECTION ALSO BEING **POINT 'C'** HERINAFTER REFERRED TO;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 661.19 FEET THROUGH A CENTRAL ANGLE OF 32°53'06" TO THE BEGINNING OF A TANGENT REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 488.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 32°45'28" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 245.36 FEET THROUGH A CENTRAL ANGLE OF 28°48'27" TO ITS INTERSECTION WITH A RADIAL LINE TO SAID CURVE HAVING A BEARING OF SOUTH 61°33'55" WEST;

THENCE NORTH 61°33'55" EAST ALONG SAID RADIAL LINE, A DISTANCE OF 12.00 FEET TO ITS INTERSECTION WITH A CONCENTRIC CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 476.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CONCENTRIC CURVE AN ARC LENGTH OF 205.69 FEET THROUGH A CENTRAL ANGLE OF 24°45'31" TO THE BEGINNING OF A NON-TANGENT LINE, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 86°19'26" EAST;

THENCE NORTH 49°08'40" EAST A DISTANCE OF 12.25 FEET THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1,550.00 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 11°10'42" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 251.99 FEET THROUGH A CENTRAL ANGLE OF 09°18'54" TO ITS INTERSECTION WITH THE SOUTHWESTERLY LINE OF TYLER STREET, AS DESCRIBED IN DEED RECORDED MARCH 1, 1961 AS INSTRUMENT NO. 17583, OFFICIAL RECORDS, A RADIAL LINE TO SAID INTERSECTION BEARS SOUTH 01°51'48" WEST;

THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 45°55'48" WEST A DISTANCE OF 193.07 FEET THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 9,610.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 305.19 FEET THROUGH A CENTRAL ANGLE OF 01°49'10" TO A POINT OF CUSP WITH A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 115.00 FEET, AND TO WHICH A RADIAL LINE BEARS SOUTH 45°53'22" WEST;

THENCE SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 118.10 FEET THROUGH A CENTRAL ANGLE OF 58°50'23" TO THE BEGINNING OF A TANGENT LINE;

THENCE ALONG SAID TANGENT LINE, SOUTH 14°43'45" WEST A DISTANCE OF 11.33 FEET;

THENCE SOUTH 60°30'49" WEST A DISTANCE OF 23.92 FEET TO ITS INTERSECTION WITH A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,390.00 FEET, A RADIAL LINE TO SAID INTERSECTION BEARS SOUTH 16°43'35" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 214.96 FEET THROUGH A CENTRAL ANGLE OF 08°51'38" TO ITS INTERSECTION WITH A RADIAL LINE TO SAID CURVE HAVING A BEARING OF SOUTH 25°35'12" WEST;

THENCE ALONG SAID RADIAL LINE, SOUTH 25°35'12" WEST, A DISTANCE OF 13.00 FEET TO ITS INTERSECTION WITH A CONCENTRIC CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,403.00 FEET, SAID INTERSECTION ALSO BEING **POINT 'D'** HERINAFTER REFERRED TO;

THENCE NORTHWESTERLY ALONG SAID CONCENTRIC CURVE AN ARC LENGTH OF 157.19 FEET THROUGH A CENTRAL ANGLE OF 06°25'10" TO THE BEGINNING OF A TANGENT REVERSE CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,497.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 32°00'22" WEST;

THENCE NORTHWESTERLY ALONG SAID REVERSE CURVE AN ARC LENGTH OF 276.36 FEET THROUGH A CENTRAL ANGLE OF 10°34'39" TO ITS INTERSECTION WITH THE WEST LINE OF SAID LOT 1, A RADIAL LINE TO WHICH BEARS NORTH 21°25'43" EAST, AND THE **TRUE POINT OF BEGINNING**.

CONTAINING: 206,269.4 SQUARE FEET (4.735 ACRES), MORE OR LESS.

TOGETHER WITH AN EASEMENT 10.00 FEET IN WIDTH FOR TEMPORARY CONSTRUCTION PURPOSES, A PORTION SAID LOT 1 OF THE COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SECTION 5, DESCRIBED AS FOLLOWS:

STRIP NO. 1:
LYING SOUTHERLY OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE AFOREMENTIONED **POINT 'A'**, A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,403.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 22°57'00" EAST ;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 221.76 FEET THROUGH A CENTRAL ANGLE OF 09°03'22" TO THE BEGINNING OF A NON-TANGENT LINE, A RADIAL LINE TO SAID CURVE BEARS NORTH 32°00'22" EAST;

THENCE ALONG SAID NON-TANGENT LINE, SOUTH 50°12'08" EAST A DISTANCE OF 172.65 FEET AND THE **TERMINUS OF THE LINE** DESCRIBED HERE.

THE SOUTHERLY LINE IS TO BE SHORTHENED AS TO TERMINATE IN THE WEST LINE OF SAID LOT 1.

CONTAINING: 3,908.1 SQUARE FEET (0.090 ACRES), MORE OR LESS.

EXHIBIT "A"
LEGAL DESCRIPTION

STRIP NO. 2:
LYING WESTLERLY OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE AFOREMENTIONED **POINT 'B'**, A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 540.00 FEET; A RADIAL LINE TO SAID POINT BEARS SOUTH 63°02'46" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 285.46 FEET THROUGH A CENTRAL ANGLE OF 30°17'18" TO THE BEGINNING OF A TANGENT REVERSE CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,100.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 32°45'28" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 607.78 FEET THROUGH A CENTRAL ANGLE OF 31°39'28" TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID LOT 1, A RADIAL LINE TO SAID INTERSECTION BEARS OF NORTH 64°24'55" EAST, AND THE **TERMINUS OF THE LINE** DESCRIBED HERE.

THE WESTERLY LINE IS TO BE SHORTHENED AS TO TERMINATE IN THE SOUTH LINE OF SAID LOT 1.

CONTAINING: 8,907.0 SQUARE FEET (0.205 ACRES), MORE OR LESS.

STRIP NO. 3:
LYING EASTLERLY OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE AFOREMENTIONED **POINT 'C'**, A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,152.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 65°38'34" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 661.19 FEET THROUGH A CENTRAL ANGLE OF 32°53'06" TO THE BEGINNING OF A TANGENT REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 488.00 FEET, A RADIAL LINE AT SAID BEGINNING BEARS SOUTH 32°45'28" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 245.36 FEET THROUGH A CENTRAL ANGLE OF 28°48'27" TO ITS INTERSECTION WITH A RADIAL LINE TO SAID CURVE HAVING A BEARING OF SOUTH 61°33'55" WEST, AND THE **TERMINUS OF THE LINE** DESCRIBED HERE.

THE EASTERLY LINE IS TO BE LENGTHENED AS TO TERMINATE IN THE SOUTH LINE OF SAID LOT 1.

CONTAINING: 9,091.6 SQUARE FEET (0.209 ACRES), MORE OR LESS.

STRIP NO. 4:
THE SOUTH 10.00 FEET OF SAID LOT 1 OF THE COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SECTION 5, LYING EASTERLY OF THE ABOVE DESCRIBED STRIP NO. 3.

EXHIBIT "A"
LEGAL DESCRIPTION

CONTAINING: 125.0 SQUARE FEET, MORE OR LESS.

STRIP NO. 5:
LYING NORTHERLY OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE AFOREMENTIONED **POINT 'D'**, A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,403.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 25°35'12" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 157.19 FEET THROUGH A CENTRAL ANGLE OF 06°25'10" TO THE BEGINNING OF A TANGENT REVERSE CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,497.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 32°00'22" WEST;

THENCE NORTHWESTERLY ALONG SAID REVERSE CURVE AN ARC LENGTH OF 276.36 FEET THROUGH A CENTRAL ANGLE OF 10°34'39" TO ITS INTERSECTION WITH THE WEST LINE OF SAID LOT 1, A RADIAL LINE TO WHICH BEARS NORTH 21°25'43" EAST, AND THE **TERMINUS OF THE LINE** DESCRIBED HERE.

THE NORTHERLY LINE IS TO BE LENGTHENED AS TO TERMINATE IN THE WEST LINE OF SAID LOT 1.

CONTAINING: 4,358.9 SQUARE FEET (0.100 ACRES), MORE OR LESS.

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

SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

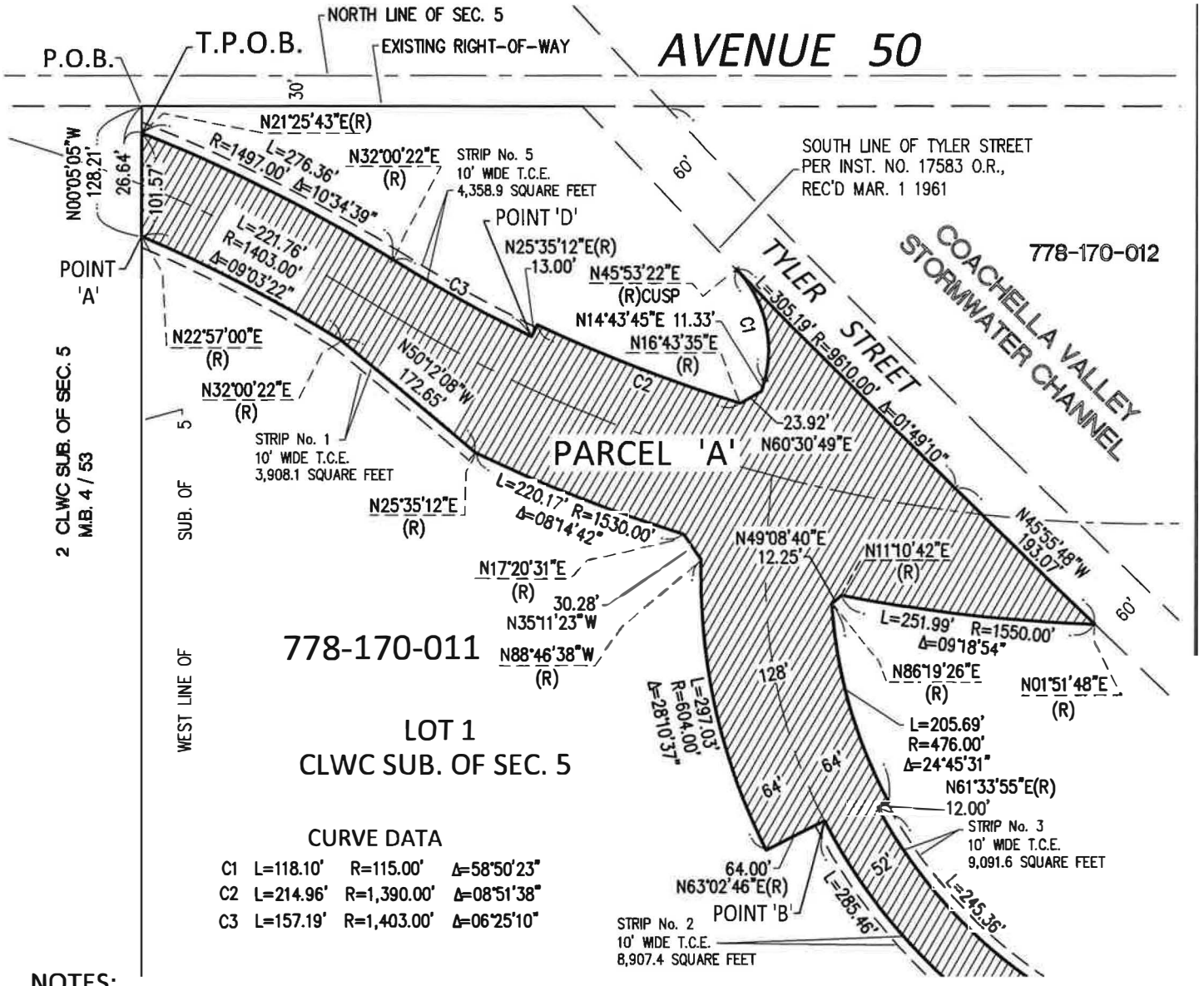
NV5 INC.:
PREPARED BY ME OR UNDER MY DIRECTION:

9/26/2024

JAY S. FAHRION — DATE
PLS NO. 8207



EXHIBIT 'B'



CURVE DATA

C1	L=118.10'	R=115.00'	Δ=58°50'23"
C2	L=214.96'	R=1,390.00'	Δ=08°51'38"
C3	L=157.19'	R=1,403.00'	Δ=06°25'10"

NOTES:

CLWC INDICATES COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SEC. 5, M.B. 4/53.
P.O.B. POINT OF BEGINNING
T.P.O.B. TRUE POINT OF BEGINNING
O.R. OFFICIAL RECORDS
M.B. MAP BOOK
(R) INDICATES RADIAL BEARING
T.C.E. TEMPORARY CONSTRUCTION EASEMENT

AS DESCRIBED IN ATTACHED EXHIBIT 'A' LEGAL DESCRIPTION;
CONTAINS: 206,269.4 SQUARE FEET (4.735 ACRES), MORE OR LESS

0 75' 150'
1" = 150'

POR. SEC. 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, S.B.M.
IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE

AVENUE 50 BRIDGE PROJECT
ADDITIONAL RIGHT-OF-WAY

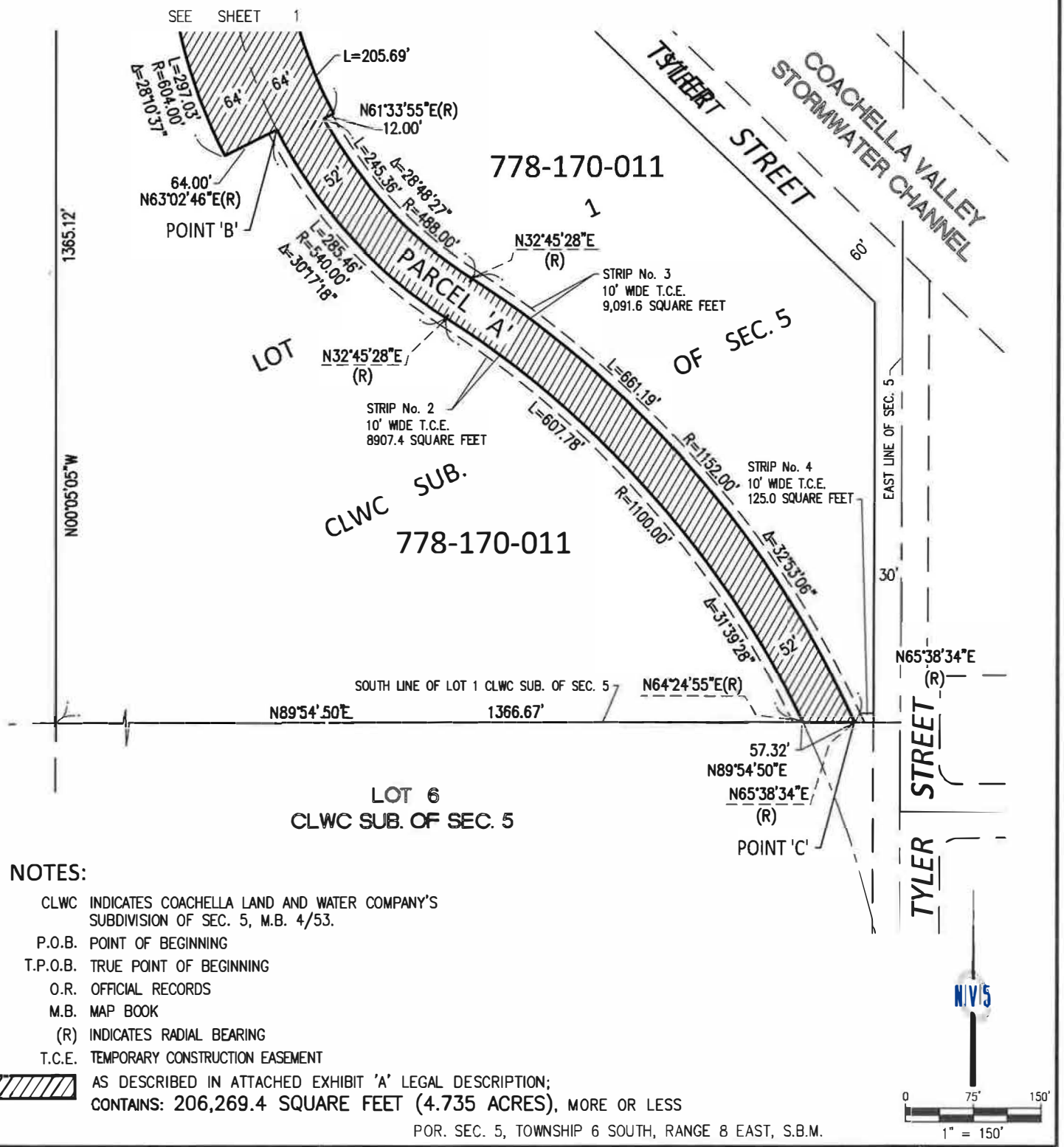
SHEET NUMBER 1 OF 2 SHEETS

42-829 COOK STREET, SUITE 104 PALM DESERT, CA 92211
760.341.3101 TEL 760.341.5999 FAX WWW.NV5.COM

PREPARED FOR: ANGENIOUS ENG. SER. DATE: SEPT. , 2022

JOB NUMBER 227621-0000158.00

EXHIBIT 'B'



NOTES:

CLWC INDICATES COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SEC. 5, M.B. 4/53.
P.O.B. POINT OF BEGINNING
T.P.O.B. TRUE POINT OF BEGINNING
O.R. OFFICIAL RECORDS
M.B. MAP BOOK
(R) INDICATES RADIAL BEARING
T.C.E. TEMPORARY CONSTRUCTION EASEMENT

AS DESCRIBED IN ATTACHED EXHIBIT 'A' LEGAL DESCRIPTION;
CONTAINS: 206,269.4 SQUARE FEET (4.735 ACRES), MORE OR LESS

POR. SEC. 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, S.B.M.

N|V|5
42-829 COOK STREET, SUITE 104 PALM DESERT, CA 92211
760.341.3101 TEL 760.341.5999 FAX WWW.NV5.COM

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE

AVENUE 50 BRIDGE PROJECT
ADDITIONAL RIGHT-OF-WAY

PREPARED FOR: ANGENIOUS ENG. SER. DATE: SEPT. , 2022

SHEET NUMBER 2 OF 2 SHEETS

JOB NUMBER 227621-0000158.00

EXHIBIT 'A'
LEGAL DESCRIPTION

PARCEL 'B':

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ALL THAT CERTAIN PORTION OF LOT 1 OF THE COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SECTION 5 AS SHOWN BY MAP RECORDED IN BOOK 4, PAGE 53 OF MAPS, RECORDS OF THE RIVERSIDE COUNTY RECORDER'S OFFICE, AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A THE NORTHEAST CORNER OF SAID SECTION 5;

THENCE ALONG THE EAST LINE OF SAID SECTION 5, SOUTH 00°04'46" WEST A DISTANCE OF 956.36 FEET TO THE SOUTH LINE OF TYLER STREET AS DESCRIBED BY DOCUMENT RECORDED MARCH 1, 1961 AS INSTRUMENT NO. 17583, OF OFFICIAL RECORDS;

THENCE ALONG SAID SOUTH LINE, NORTH 45°55'48" WEST A DISTANCE OF 41.70 FEET TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND 30.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLE) THE EAST LINE OF SAID SECTION 5, AND THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 45°55'48" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 30.13 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 50.00 FEET, A RADIAL LINE AT SAID BEGINNING BEARS NORTH 52°42'10" WEST;

THENCE SOUTHERLY ALONG SAID CURVE AN ARC LENGTH OF 56.46 FEET THROUGH A CENTRAL ANGLE OF 64°41'56" TO THE BEGINNING OF A TANGENT LINE;

THENCE ALONG SAID TANGENT LINE, SOUTH 27°24'06" EAST A DISTANCE OF 35.14 FEET TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND 40.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLE) THE EAST LINE OF SAID SECTION 5;

THENCE ALONG SAID PARALLEL LINE, SOUTH 00°04'46" WEST A DISTANCE OF 12.00 FEET;

THENCE SOUTH 89°55'14" EAST A DISTANCE OF 10.00 FEET TO A LINE PAERALLEL WITH AND 30.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLE) THE EAST LINE OF SAID SECTION 5,

THENCE ALONG SAID PARALLEL LINE, NORTH 00°04'46" EAST A DISTANCE OF 75.57 FEET TO THE SAID SOUTH LINE OF TYLER STREET AND THE **POINT OF BEGINNING;**

CONTAINING: 2,016.0 SQUARE FEET, MORE OR LESS.

EXHIBIT 'A'
LEGAL DESCRIPTION

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

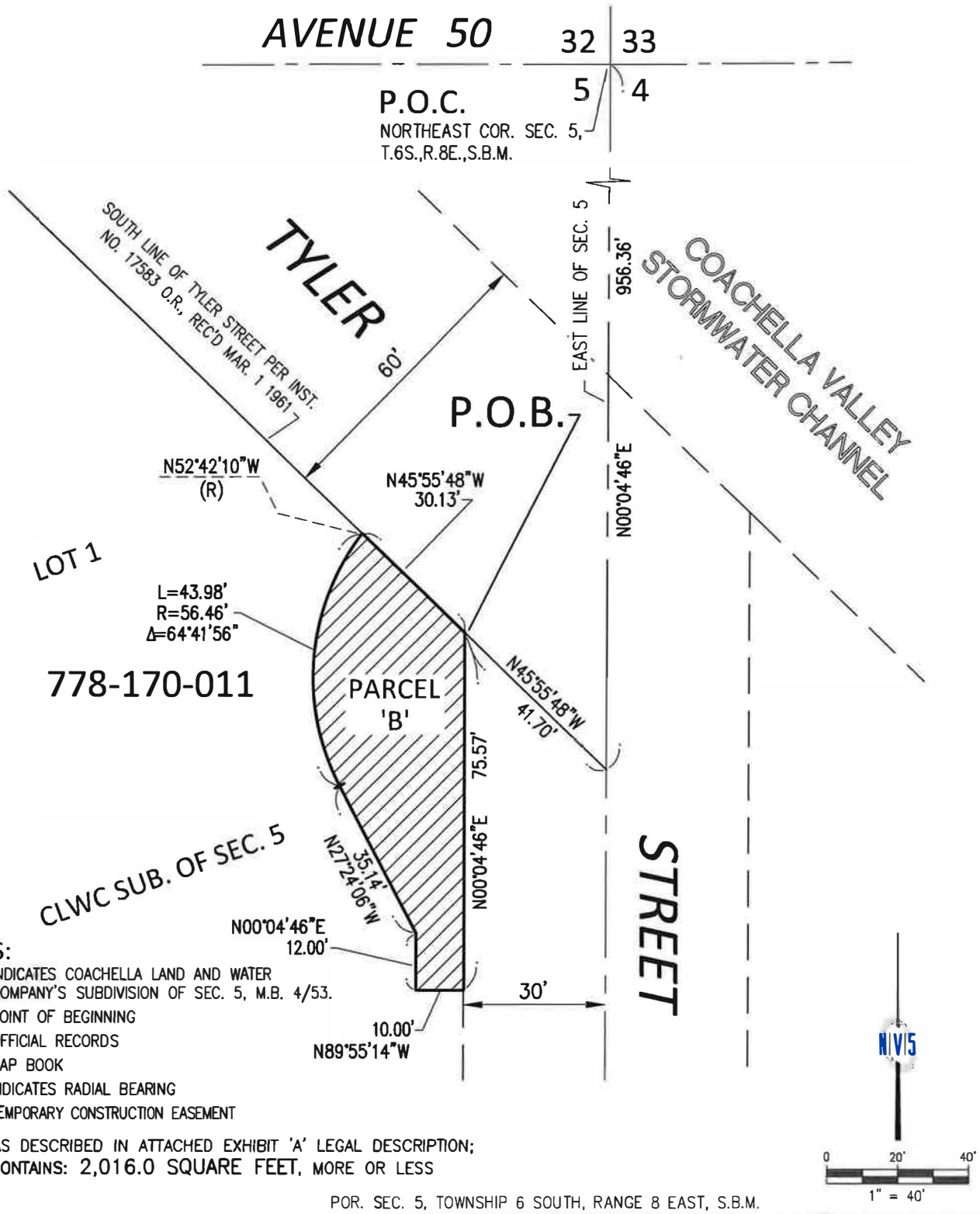
SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

NV5 INC.:
PREPARED BY ME OR UNDER MY DIRECTION:

Jay S. Fahrion 8/26/2024
JAY S. FAHRION DATE
PLS NO. 8207



EXHIBIT 'B'



NOTES:

CLWC	INDICATES COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SEC. 5, M.B. 4/53.
P.O.B.	POINT OF BEGINNING
O.R.	OFFICIAL RECORDS
M.B.	MAP BOOK
(R)	INDICATES RADIAL BEARING
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT

AS DESCRIBED IN ATTACHED EXHIBIT 'A' LEGAL DESCRIPTION;
CONTAINS: 2,016.0 SQUARE FEET, MORE OR LESS

POR. SEC. 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, S.B.M.

NV5
42-829 COOK STREET, SUITE 104 PALM DESERT, CA 92211
760.341.3101 TEL 760.341.5999 FAX WWW.NV5.COM

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE

AVENUE 50 BRIDGE PROJECT
ADDITIONAL RIGHT-OF-WAY

SHEET NUMBER 1 OF 1 SHEETS

PREPARED FOR: ANGENIOUS ENG. SER. DATE: SEPT. , 2022

JOB NUMBER 227621-0000158.00

EXHIBIT 'A'
LEGAL DESCRIPTION

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ALL THAT CERTAIN PORTION OF LOT 6 OF THE COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SECTION 5 AS SHOWN BY MAP RECORDED IN BOOK 4, PAGE 53 OF MAPS, RECORDS OF THE RIVERSIDE COUNTY RECORDER'S OFFICE, AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 6 AT 30.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLE) THE EAST LINE OF SAID SECTION 5;

THENCE ALONG SAID NORTH LINE, SOUTH 89°54'50" WEST A DISTANCE OF 78.52 FEET TO ITS INTERSECTION WITH A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,100.00 FEET, A RADIAL LINE TO SAID INTERSECTION BEARS NORTH 64°24'55" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 18.94 FEET THROUGH A CENTRAL ANGLE OF 00°59'11" TO THE BEGINNING OF A TANGENT COMPOUND CURVE CONCAVE SOUTHWESTERLY AND HAVING A RAIUS OF 442.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 65°24'06" EAST;

THENCE CONTINUING SOUTHEASTERLY ALONG SAID COMPOUND CURVE AN ARC LENGTH OF 64.53 FEET THROUGH A CENTRAL ANGLE OF 08°21'55" TO THE BEGINNING OF A TANGENT LINE;

THENCE SOUTH 16°13'59" EAST ALONG SAID TANGENT LINE A DISTANCE OF 100.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 908.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 82.53 FEET THROUGH A CENTRAL ANGLE OF 05°12'29" TO A POINT OF CUSP IN A LINE PARALLEL WITH AND 30.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLE) THE EAST LINE OF SAID SECTION 5, A RADIAL LINE TO SAID POINT BEARS NORTH 78°58'30" EAST;

THENCE ALONG SAID PARALLEL LINE, NORTH 00°04'46" EAST A DISTANCE OF 254.74 FEET TO THE **POINT OF BEGINNING**;

CONTAINING: 8,805.2 SQUARE FEET, MORE OR LESS.

TOGETHER WITH AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, A STRIP OF LAND 10.00 FEET IN WIDTH LYING SOUTHWESTERLY OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE;

COMMENCING AT A POINT IN THE NORTH LINE OF SAID LOT 6 AT 30.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLE) THE EAST LINE OF SAID SECTION 5;

THENCE ALONG SAID NORTH LINE, SOUTH 89°54'50" WEST A DISTANCE OF 78.52 FEET TO ITS INTERSECTION WITH A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,100.00 FEET AND THE **POINT OF BEGINNING**, A RADIAL LINE TO SAID INTERSECTION BEARS NORTH 64°24'55" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 18.94 FEET THROUGH A CENTRAL ANGLE OF 00°59'11" TO THE BEGINNING OF A TANGENT COMPOUND CURVE CONCAVE SOUTHWESTERLY AND HAVING A RAIUS OF 442.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 65°24'06" EAST;

THENCE CONTINUING SOUTHEASTERLY ALONG SAID COMPOUND CURVE AN ARC LENGTH OF 64.53 FEET THROUGH A CENTRAL ANGLE OF 08°21'55" TO THE BEGINNING OF A TANGENT LINE;

THENCE SOUTH 16°13'59" EAST ALONG SAID TANGENT LINE A DISTANCE OF 100.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 908.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 82.53 FEET THROUGH A CENTRAL ANGLE OF 05°12'29" TO A POINT IN A LINE PARALLEL WITH AND 30.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLE) THE EAST LINE OF SAID SECTION 5, A RADIAL LINE TO SAID POINT BEARS NORTH 78°58'30" EAST AND **TERMINUS OF LINE** DESCRIBED HEREIN.

THE SOUTHWESTERLY LINE IS TO BE LENGTHENED AS TO TERMINATE IN THE NORTH LINE OF SAID LOT 6.

CONTAINING: 2680.1 SQUARE FEET, MORE OR LESS.

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

SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

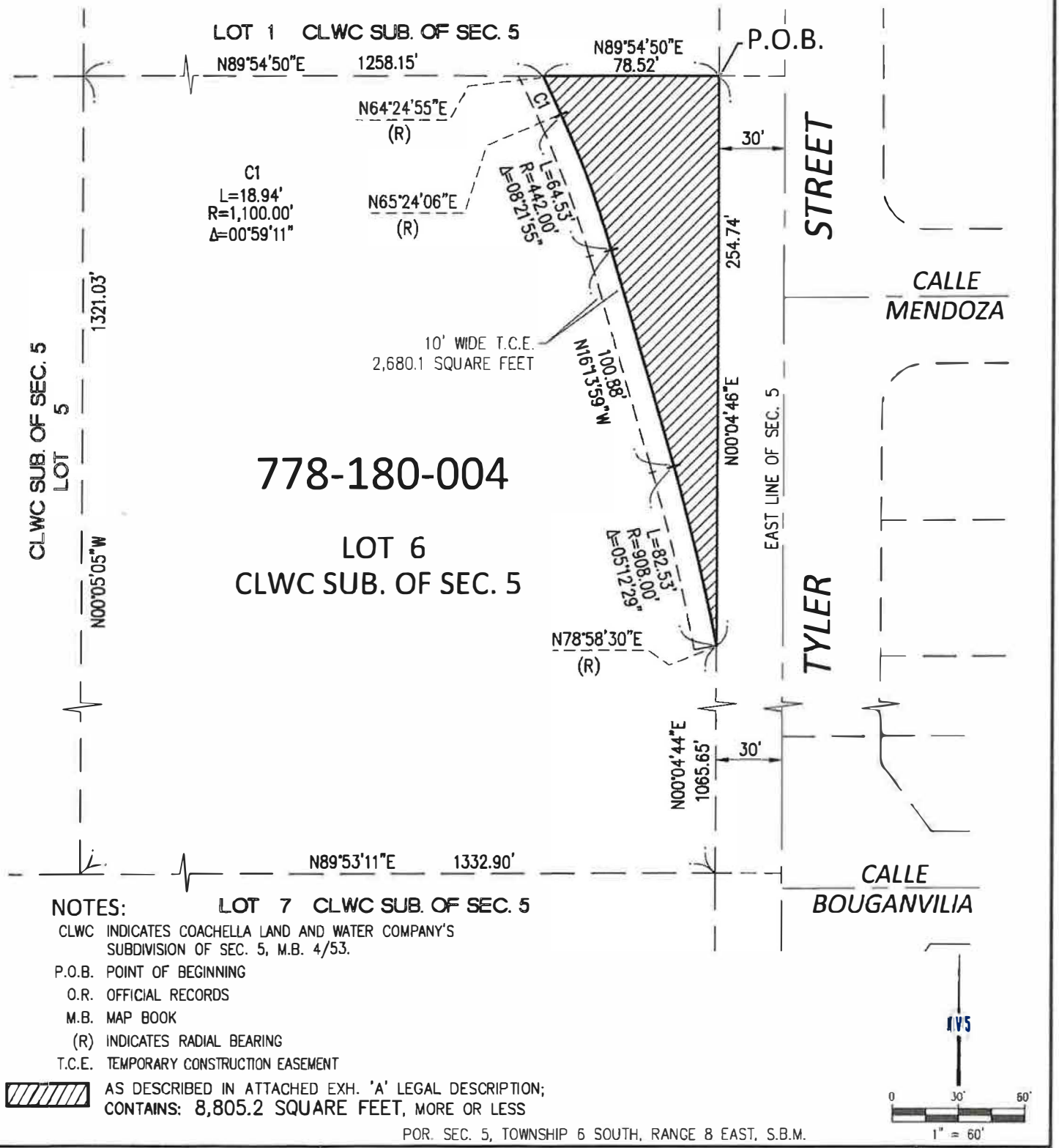
NV5 INC.:
PREPARED BY ME OR UNDER MY DIRECTION:

Jay S. Fahrion 5/23/23

JAY S. FAHRION DATE
PLS NO. 8207



EXHIBIT 'B'



NOTES:

- CLWC INDICATES COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SEC. 5, M.B. 4/53.
- P.O.B. POINT OF BEGINNING
- O.R. OFFICIAL RECORDS
- M.B. MAP BOOK
- (R) INDICATES RADIAL BEARING
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT
- AS DESCRIBED IN ATTACHED EXH. 'A' LEGAL DESCRIPTION; CONTAINS: 8,805.2 SQUARE FEET, MORE OR LESS

POR. SEC. 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, S.B.M.
IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE

AVENUE 50 BRIDGE PROJECT
ADDITIONAL RIGHT-OF-WAY

SHEET NUMBER 1 OF 1 SHEETS

NV5
42-829 COOK STREET, SUITE 104 PALM DESERT, CA 92211
760.341.3101 TEL 760.341.5999 FAX WWW.NV5.COM

PREPARED FOR: ANGENIOUS ENG. SER. DATE: SEPT. , 2022

JOB NUMBER 227621-0000158.00

EXHIBIT 'A'
LEGAL DESCRIPTION

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ALL THAT CERTAIN PORTION OF LOT 1 OF THE COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SECTION 5 AS SHOWN BY MAP RECORDED IN BOOK 4, PAGE 53 OF MAPS, RECORDS OF THE RIVERSIDE COUNTY RECORDER'S OFFICE, AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A THE NORTHEAST CORNER OF SAID SECTION 5;

THENCE ALONG THE EAST LINE OF SAID SECTION 5, SOUTH 00°04'46" WEST A DISTANCE OF 335.77 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 00°04'46" WEST ALONG SAID EAST LINE, A DISTANCE OF 117.93 FEET;

THENCE LEAVING SAID EAST LINE, SOUTH 76°47'36" WEST A DISTANCE OF 28.21 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,718.19 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 352.37 FEET THROUGH A CENTRAL ANGLE OF 11°45'01" TO THE BEGINNING OF A TANGENT LINE;

THENCE SOUTH 88°32'38" WEST A DISTANCE OF 4.21 FEET TO A POINT ON THE NORTHEASTERLY LINE OF TYLER STREET AS DESCRIBED IN EASEMENT GRANT RECORDED MARCH 1, 1961 AS INSTRUMENT NO. 17583 OFFICIAL RECORDS, SAID LINE ALSO BEING THE SOUTHWESTERLY RIGHT-OF-WAY LINE FOR THE COACHELLA VALLEY STORMWATER CHANNEL AS SHOWN BY DRAWING NO. 1758-6 ON FILE WITH THE COACHELLA VALLEY WATER DISTRICT, FILE NO. 4936;

THENCE ALONG SAID NORTHEASTERLY LINE, NORTH 45°55'48" WEST A DISTANCE OF 185.62 FEET;

THENCE LEAVING SAID NORTHEASTERLY LINE, SOUTH 86°28'58" EAST A DISTANCE OF 41.31 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,563.87 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 443.55 FEET THROUGH A CENTRAL ANGLE OF 16°15'01" TO THE BEGINNING OF A TANGENT LINE;

THENCE NORTH 77°16'01" EAST A DISTANCE OF 33.03 FEET TO THE EAST LINE OF SAID SECTION 5 AND THE **TRUE POINT OF BEGINNING.**

CONTAINING: 53,872.8 SQUARE FEET, MORE OR LESS.

TOGETHER WITH AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, A PORTION OF SAID NORTHEAST QUARTER OF SECTION 5, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TCE AREA 'A':

COMMENCING AT A THE NORTHEAST CORNER OF SAID SECTION 5;

THENCE ALONG THE EAST LINE OF SAID SECTION 5, SOUTH 00°04'46" WEST A DISTANCE OF 335.77 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 77°16'01" WEST A DISTANCE OF 33.03 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,563.87 FEET;

THENCE WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 443.55 FEET THROUGH A CENTRAL ANGLE OF 16°15'01" TO THE BEGINNING OF A TANGENT LINE;

THENCE NORTH 86°28'58" WEST A DISTANCE OF 41.31 FEET TO A POINT ON THE NORTHEASTERLY LINE OF TYLER STREET AS DESCRIBED IN EASEMENT GRANT RECORDED MARCH 1, 1961 AS INSTRUMENT NO. 17583 OFFICIAL RECORDS, SAID LINE ALSO BEING THE SOUTHWESTERLY RIGHT-OF-WAY LINE FOR THE COACHELLA VALLEY STORMWATER CHANNEL AS SHOWN BY DRAWING NO. 1758-6 ON FILE WITH THE COACHELLA VALLEY WATER DISTRICT, FILE NO. 4936;

THENCE ALONG SAID NORTHEASTERLY LINE, NORTH 45°55'48" WEST A DISTANCE OF 18.53 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 9,550.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVED RIGHT-OF-WAY AN ARC LENGTH OF 467.02 FEET THROUGH A CENTRAL ANGLE OF 02°48'07" TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND 30.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLE) THE NORTH LINE OF SAID SECTION 5, AND TO WHICH A RADIAL LINE BEARS SOUTH 46°52'19" WEST

THENCE ALONG SAID PARALLEL LINE, NORTH 89°59'03" EAST A DISTANCE OF 213.88 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 9,395.00 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 45°58'49" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 313.26 FEET THROUGH A CENTRAL ANGLE OF 01°54'38" TO THE BEGINNING OF A TANGENT LINE;

THENCE SOUTH 45°55'48" EAST A DISTANCE OF 42.68 FEET TO ITS INTERSECTION WITH A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1,463.87 FEET, AND TO WHICH POINT A RADIAL LINE BEARS NORTH 00°28'13" EAST;

THENCE EASTERLY ALONG SAID CURVE AN ARC LENGTH OF 339.01 FEET THROUGH A CENTRAL ANGLE OF 13°16'07" TO ITS INTERSECTION WITH A NON-TANGENT LINE TO WHICH A RADIAL LINE BEARS NORTH 12°47'55" WEST;

THENCE, NORTH 45°55'48" WEST A DISTANCE OF 309.21 FEET TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND 30.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLE) THE NORTH LINE OF SAID SECTION 5;

THENCE ALONG SAID PARALLEL LINE, NORTH 89°59'03" EAST A DISTANCE OF 194.04 FEET TO ITS INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY

LINE OF THE COACHELLA VALLEY STORMDRAIN CHANNEL AS BY DRAWING NO. 1758-6 ON FILE WITH THE COACHELLA VALLEY WATER DISTRICT, FILE NO. 4936;

THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE SOUTH 45°55'48" EAST A DISTANCE OF 112.83 FEET TO A POINT IN THE EAST LINE OF SAID SECTION 5 AND FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 5 BEARS NORTH 00°04'46" EAST A DISTANCE OF 108.51 FEET;

THENCE ALONG SAID EAST LINE, SOUTH 00°04'46" WEST A DISTANCE OF 227.27 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING: 142,642.8 SQUARE FEET (3.275 ACRES), MORE OR LESS

TCE AREA 'B':

COMMENCING AT A THE NORTHEAST CORNER OF SAID SECTION 5;

THENCE ALONG THE EAST LINE OF SAID SECTION 5, SOUTH 00°04'46" WEST A DISTANCE OF 453.70 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID EAST LINE OF SAID SECTION 5, SOUTH 00°04'46" WEST A DISTANCE OF 102.75 FEET;

THENCE SOUTH 76°47'36" WEST A DISTANCE OF 4.60 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,818.19 FEET;

THENCE WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 83.09 FEET THROUGH A CENTRAL ANGLE OF 02°37'06" TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND 155.00 FEET NORTHEASTERLY OF (AS MEASURED AT RIGHT ANGLE) THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE COACHELLA VALLEY STORMWATER CHANNEL AS SHOWN BY DRAWING NO. 1758-6 ON FILE WITH THE COACHELLA VALLEY WATER DISTRICT, FILE NO. 4936, A RADIAL LINE TO SAID INTERSECTION BEARS SOUTH 10°35'17" EAST;

THENCE ALONG SAID PARALLEL LINE, SOUTH 45°55'48" EAST A DISTANCE OF 119.19 FEET TO A POINT IN THE EAST LINE OF SAID SECTION 5;

THENCE ALONG SAID EAST LINE, SOUTH 00°04'46" WEST A DISTANCE OF 215.44 FEET TO ITS INTERSECTION WITH SAID SOUTHWESTERLY RIGHT-OF-WAY LINE;

THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, NORTH 45°55'48" WEST A DISTANCE OF 528.85 FEET;

THENCE NORTH 88°32'38" EAST A DISTANCE OF 4.21 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,718.19 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 352.37 FEET THROUGH A CENTRAL ANGLE OF 11°45'01" TO THE BEGINNING OF A TANGENT LINE;

THENCE NORTH 76°47'36" EAST A DISTANCE OF 28.21 FEET TO THE EAST LINE OF SAID SECTION 5 AND THE **TRUE POINT OF BEGINNING.**

CONTAINING: 72,746.1SQUARE FEET (1.670 ACRES), MORE OR LESS

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

SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

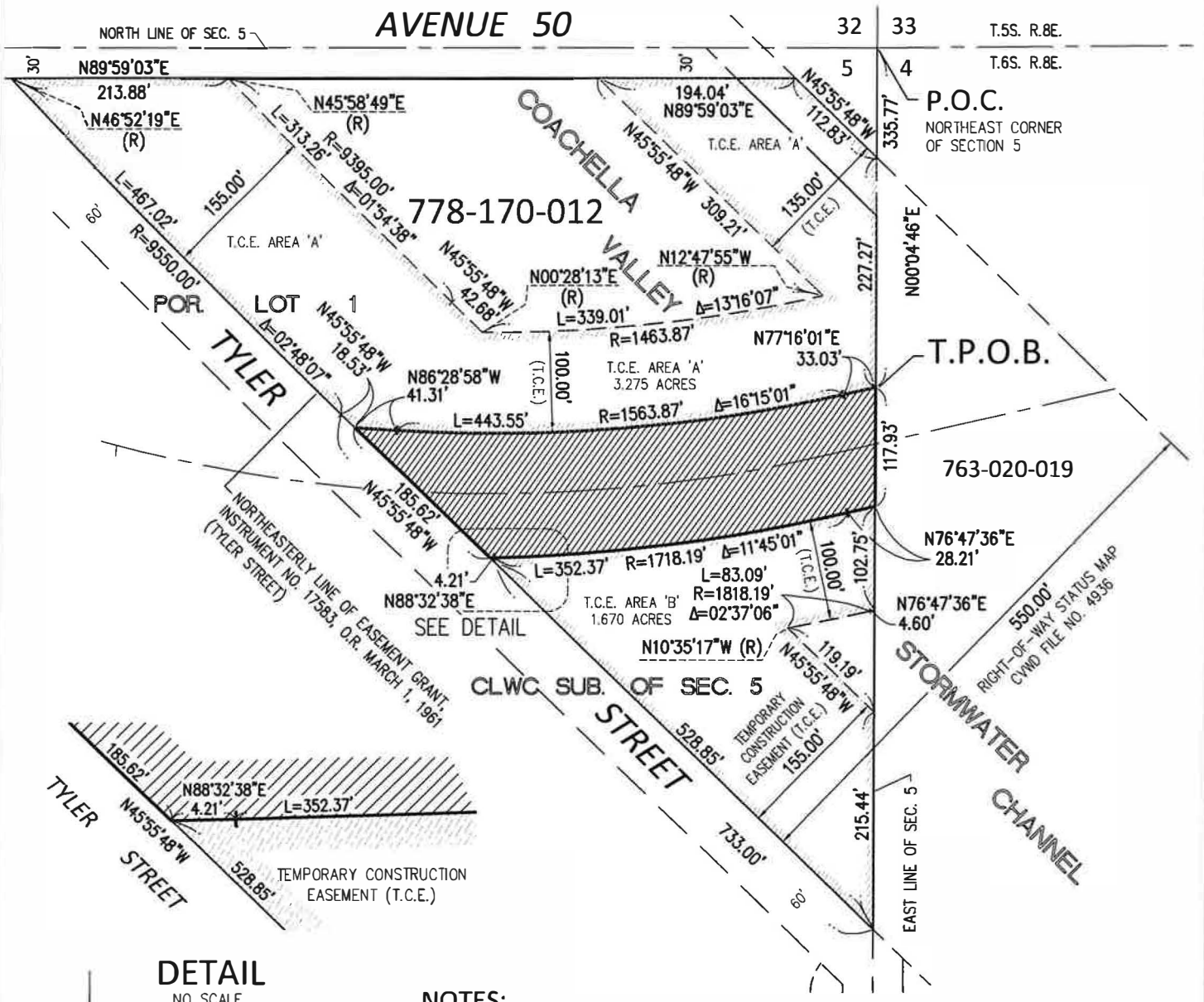
NV5 INC.:
PREPARED BY ME OR UNDER MY DIRECTION:

Jay S. Fahrion 3/10/23

JAY S. FAHRION DATE
PLS NO. 8207



EXHIBIT 'B'



DETAIL

NO SCALE

0 75' 150'

1" = 150'

NOTES:

- CLWC INDICATES COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SEC. 5, M.B. 4/53.
- P.O.B. POINT OF BEGINNING
- O.R. OFFICIAL RECORDS
- M.B. MAP BOOK
- (R) INDICATES RADIAL BEARING
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT

AS DESCRIBED IN ATTACHED EXHIBIT 'A' LEGAL DESCRIPTION;
CONTAINS: 53,872.8 SQUARE FEET, MORE OR LESS
POR. SEC. 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, S.B.M.

NV5
42-829 COOK STREET, SUITE 104 PALM DESERT, CA 92211
760.341.3101 TEL 760.341.5999 FAX WWW.NV5.COM

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE

AVENUE 50 BRIDGE PROJECT
ADDITIONAL RIGHT-OF-WAY

SHEET NUMBER 1 OF 1 SHEETS

PREPARED FOR: ANGENIOUS ENG. SER. DATE: SEPT. , 2022

JOB NUMBER 227621-0000158.00

CERTIFICATE OF ACCEPTANCE

TEMPORARY CONSTRUCTION EASEMENT DEED

This is to certify that the interest in the real property conveyed by the Temporary Construction Easement Deed from PETER RABBIT FARMS, Inc., a California Corporation **("GRANTORS")** to the **CITY OF COACHELLA ("GRANTEE")**, is hereby accepted by the undersigned on behalf of the City Council of the City of Coachella, and the GRANTEE consents to recordation thereof by its duly authorized officer.

_____
Date

_____
Andrew Simmons
City Engineer

EXHIBIT “E-1”

SELLER'S CERTIFICATE/ FIRPTA AFFIDAVIT

Section 1445 of the Internal Revenue Code provides that a transferee (Buyer) of a United States (U.S.) real property interest must withhold tax if the transferor (Seller) is a foreign person. To inform the Buyer that withholding of tax is not required upon my disposition of a U.S. real property interest, I, _____, Seller, hereby certify the following:

1. I am not a nonresident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income tax Regulations) for purposes of U.S. income taxation;

2. My U.S. taxpayer identifying number(s) Social Security Number(s) are ____-____-____; and ____-____-____.

3. My business / home address is:

_____

I/we understand that this certification may be disclosed to the Internal Revenue Service by the Buyer, its agent or designee, and that any false statement I/we have made here could be punished by fine, imprisonment, or both.

4. Section 18662 of the Revenue and Taxation Code provides that a buyer may be required to withhold 3-1/3% of the sales price of the California real property sold by a non-resident corporation, unless the sales price of the property is less than $100,000.00.

5. Buyer understands that this certificate may be disclosed to the Franchise Tax Board of California by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

The undersigned declares under penalty of perjury that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete.

Executed this _____day of _____20_____ at Riverside County, CA.

SELLER:

_____

Print Name: _____

EXHIBIT “F”

TENANT LIST

Tenant's Names and Mailing Addresses:

_____

_____

_____

Telephone_____(Home)

Telephone_____(Work)

Monthly Rent _____

Security Deposit _____

Tenant's Names and Mailing Addresses:

_____

_____

_____

Telephone_____(Home)

Telephone_____(Work)

Monthly Rent _____

Security Deposit _____

☐ Seller warrants that there are no tenants or non-owner occupants on the property.

_____ _____

Name of Seller Name of Seller

EXHIBIT “G”

LEASE

EXHIBIT “H”

TENANT ESTOPPEL VERIFICATION

TENANT NAME _____

ADDRESS _____

_____

PHONE NO.: _____ CELL NO.: _____

I hereby certify to the following information regarding my tenancy at the above property:

Move-in date is: _____

_____

I occupy _____ s.f. _____ Units

My monthly rent payment is $ _____

_____

I am current on my rent payments YES _____

_____ NO

_____

If NO, please indicate months for which rent has not been paid: _____

_____

My original security deposit was $ _____
Current balance of Security Deposit $ _____
My tenancy is month-to-month YES _____

_____ NO

_____

If not, my lease expires on: _____

_____

I pay for the following utilities: Electricity_____ / Gas_____ / Water _____ /Garbage _____

If applicable, please list any other agreements or deposits that you may have with the owner:

_____

_____

☐ Seller/Owner warrants that there are no tenants or non-owner occupants on the property.

I hereby certify that the above information is true and correct.

Tenant’s Signature _____ Date _____
Owner’s Signature _____ Date _____
Owner’s Signature _____ Date _____

EXHIBIT “I”

BILL OF SALE

EXHIBIT “J”

Disclaimer of Ownership

Exhibit “K”

Limited Soil Sampling Test Results Report

LANDMARK
Geo-Engineers and Geologists
a MBE Company

780 N. 4th Street
El Centro, CA 92243
(760) 370-3000
landmark@landmark-ca.com

77-948 Wildcat Drive
Palm Desert, CA 92211
(760) 360-0665
gchandra@landmark-ca.com

November 8, 2024

Ms. Brianna Greenwood
City of Coachella
53990 Enterprise Way
Coachella, CA 92236

Subject: Laboratory Testing Report
SR-86 & Avenue 50 New Interchange R/W
Coachella, California
LCI Project No.: LP24237

Dear Ms. Greenwood:

Please find attached the laboratory testing summary of on-site soil sampled on October 28, 2024. The samples have been sampled at random from the parcel located on the south-west corner of Avenue 50 and Whitewater River (APN 778-170-011).

These materials were tested for soil expansion (ASTM D4839) and soil corrosion (Calif 417, 422, 424 and 643). Additional testing for Organochloride Pesticides (8081A); Organophosphate Pesticides (8141A) and Title 22 Metals TTLC (6010B/747A) were tested by Enviro-Chem, Inc of Pomona, California.

Based on our review, the soils have moderate levels of sulfate and chloride ion concentrations for the surface soil sample, and low levels of sulfate and chloride ion concentrations at depths of 2 and 4 feet below original surface. Resistivity determinations on the soil indicate a moderate to severe potential for metal loss because of electrochemical corrosion processes. The test results for pesticides and metal have indicated that very low to below actual detection limits were found for the element analyzed. The test results are included in Appendixes B and C.

Thank you for the opportunity to provide testing services. Please do not hesitate to call if you have any questions or require additional information.

Sincerely Yours,
LandMark Consultants, Inc.





Greg M. Chandra, P.E., M.ASCE
Principal Engineer

APPENDIX A



LANDMARK
Geo-Engineers and Geologists

Project No.: LP24237

Vicinity Map

Plate
A-1



Legend
Approximate Soil Sample Locations

LANDMARK
Geo-Engineers and Geologists
Project No.: LP24237

Soil Sample Locations

Plate
A-2

APPENDIX B

LANDMARK CONSULTANTS, INC.

CLIENT: City of Coachella
PROJECT: SR-86 & Avenue 50 New Interchange R/W
JOB No.: LP24237
DATE: 11/06/56

CHEMICAL ANALYSIS

Sample Loaction:	Sample A	**Caltrans Method**
Sample Depth, ft:	1	
pH:	7.4	**643**
Electrical Conductivity (mmhos):	--	**424**
Resistivity (ohm-cm):	780	**643**
Chloride (Cl), ppm:	1,550	**422**
Sulfate (SO4), ppm:	2,215	**417**

General Guidelines for Soil Corrosivity

Material Affected	Chemical Agent	Amount in Soil (ppm)	Degree of Corrosivity
Concrete	Soluble Sulfates	0 - 1,000	Low
		1,000 - 2,000	Moderate
		2,000 - 20,000	Severe
		> 20,000	Very Severe
Normal Grade Steel	Soluble Chlorides	0 - 200	Low
		200 - 700	Moderate
		700 - 1,500	Severe
		> 1,500	Very Severe
Normal Grade Steel	Resistivity	1 - 1,000	Very Severe
		1,000 - 2,000	Severe
		2,000 - 10,000	Moderate
		> 10,000	Low

LANDMARK
Geo-Engineers and Geologists

Project No.: LP24237

Selected Chemical Test Results

Plate B-1

LANDMARK CONSULTANTS, INC.

CLIENT: City of Coachella
PROJECT: SR-86 & Avenue 50 New Interchange R/W
JOB No.: LP24237
DATE: 11/06/56

CHEMICAL ANALYSIS

Sample Loaction:	Sample B	**Caltrans Method**
Sample Depth, ft:	~~10~~ 2	
pH:	8.5	**643**
Electrical Conductivity (mmhos):	--	**424**
Resistivity (ohm-cm):	2,100	**643**
Chloride (Cl), ppm:	100	**422**
Sulfate (SO4), ppm:	111	**417**

General Guidelines for Soil Corrosivity

Material Affected	Chemical Agent	Amount in Soil (ppm)	Degree of Corrosivity
Concrete	Soluble Sulfates	0 - 1,000	Low
		1,000 - 2,000	Moderate
		2,000 - 20,000	Severe
		> 20,000	Very Severe
Normal Grade Steel	Soluble Chlorides	0 - 200	Low
		200 - 700	Moderate
		700 - 1,500	Severe
		> 1,500	Very Severe
Normal Grade Steel	Resistivity	1 - 1,000	Very Severe
		1,000 - 2,000	Severe
		2,000 - 10,000	Moderate
		> 10,000	Low

LANDMARK
Geo-Engineers and Geologists

Project No.: LP24237

Selected Chemical Test Results

Plate B-2

LANDMARK CONSULTANTS, INC.

CLIENT: City of Coachella
PROJECT: SR-86 & Avenue 50 New Interchange R/W
JOB No.: LP24237
DATE: 11/06/56

CHEMICAL ANALYSIS

Sample Loaction:	Sample C	**Caltrans Method**
Sample Depth, ft:	~~10~~ 4	
pH:	8.3	**643**
Electrical Conductivity (mmhos):	--	**424**
Resistivity (ohm-cm):	3,900	**643**
Chloride (Cl), ppm:	80	**422**
Sulfate (SO4), ppm:	39	**417**

General Guidelines for Soil Corrosivity

Material Affected	Chemical Agent	Amount in Soil (ppm)	Degree of Corrosivity
Concrete	Soluble Sulfates	0 - 1,000	Low
		1,000 - 2,000	Moderate
		2,000 - 20,000	Severe
		> 20,000	Very Severe
Normal Grade Steel	Soluble Chlorides	0 - 200	Low
		200 - 700	Moderate
		700 - 1,500	Severe
		> 1,500	Very Severe
Normal Grade Steel	Resistivity	1 - 1,000	Very Severe
		1,000 - 2,000	Severe
		2,000 - 10,000	Moderate
		> 10,000	Low

LANDMARK
Geo-Engineers and Geologists

Project No.: LP24237

Selected Chemical Test Results

Plate B-3

LANDMARK CONSULTANTS, INC.

CLIENT: City of Coachella
PROJECT:
JOB NO: LP24237
DATE: 11/4/2024

EXPANSION INDEX TEST (UBC 29-2 & ASTM D4829)

Sample Location & Depth (ft)	Initial Moisture (%)	Compacted Dry Density (pcf)	Final Moisture (%)	Volumetric Swell (%)	Expansion Index (EI)	Expansive Potential
Sample A	10.0	115.5	18.9	1.6	20	Low
Sample B	9.8	97.8	32.1	2.3	16	Very Low
Sample C	8.9	112.1	17.7	0	0	Very Low

UBC CLASSIFICATION

0-20	Very Low
20-50	Low
50-90	Medium
90-130	High
130+	Very High

LANDMARK
Geo-Engineers and Geologists
Project No.: LP24237

Expansion Index Test Results

Plate B-4

APPENDIX C

Enviro – Chem, Inc.
1214 E. Lexington Avenue, Pomona, CA 91766 Tel (909) 590-5905 Fax (909) 590-5907

Date: October 31, 2024

Mr. Greg Chandra
Landmark Consultants, Inc.
780 N. 4th Street
El Centro, CA 92243
Tel:(760)360-0665 E-Mail: GChandra@Landmark-CA.com

Project: **SR86-Ave 50**
Lab I.D.: **241028-13, -14, -15**

Dear Mr. Chandra:

The **analytical results** for the soil samples, received by our lab on October 28, 2024, are attached. The samples were received intact and accompanying chain of custody record.

Enviro-Chem appreciates the opportunity to provide you and your company this and other services. Please do not hesitate to call us if you have any questions.

Sincerely,

Pearl Wong
Quality Manager

This data package has been reviewed for technical correctness and completeness. Release of this data has been authorized by the Laboratory Manager or Manager's Designee, as verified by the above signature which applies to this PDF File as well as any associated electronic data deliverable files. The results contained in this report meet all requirements of ELAP and pertain only to those samples which were submitted for analysis. This report may be reproduced only in its entirety.

Enviro – Chem, Inc.
1214 E. Lexington Avenue, Pomona, CA 91766 Tel (909) 590-5905 Fax (909) 590-5907

LABORATORY REPORT

CUSTOMER: **Landmark Consultants, Inc.**
780 N. 4th Street
El Centro, CA 92243
Tel: (760) 360-0665 **E-Mail: GChandra@Landmark-CA.com**

PROJECT: **SR86-Ave 50**
SAMPLING DATE: 10/28/24 DATE RECEIVED: 10/28/24
MATRIX: SOIL DATE ANALYZED: 10/29/24
REPORT TO: MR. GREG CHANDRA DATE REPORTED: 10/31/24

SAMPLE I.D.: **A** LAB I.D.: 241028-13

TOTAL THRESHOLD LIMIT CONCENTRATION ANALYSIS
UNIT: mg/Kg = MILLIGRAM PER KILOGRAM = PPM

ELEMENT ANALYZED	SAMPLE RESULT	PQL	DF	TTLC LIMIT	STLC LIMIT	EPA METHOD
Antimony(Sb)	ND	1.0	1	500	15	6010B
Arsenic(As)	6.27	0.5	1	500	5.0	6010B
Barium(Ba)	125	5.0	1	10,000	100	6010B
Beryllium(Be)	ND	0.5	1	75	0.75	6010B
Cadmium(Cd)	ND	0.5	1	100	1.0	6010B
Chromium Total(Cr)	38.6	0.5	1	2,500	560/5@	6010B
Chromium VI (Cr6)	--	1.0	-	500	5.0	7196A
Cobalt(Co)	14.2	1.0	1	8,000	80	6010B
Copper(Cu)	20.5	1.0	1	2,500	25	6010B
Lead(Pb)	9.62	0.5	1	1,000	5.0	6010B
Mercury(Hg)	ND	0.01	1	20	0.2	7471A
Molybdenum(Mo)	ND	5.0	1	3,500	350	6010B
Nickel(Ni)	15.5	2.5	1	2,000	20	6010B
Selenium(Se)	ND	1.0	1	100	1.0	6010B
Silver(Ag)	ND	1.0	1	500	5.0	6010B
Thallium(Tl)	ND	1.0	1	700	7.0	6010B
Vanadium(V)	53.0	5.0	1	2,400	24	6010B
Zinc(Zn)	91.1	0.5	1	5,000	250	6010B

COMMENTS
DF = Dilution Factor
PQL = Practical Quantitation Limit
Actual Detection Limit = PQL X DF
ND = Below the Actual Detection Limit or non-detected
TTLC = Total Threshold Limit Concentration
STLC = Soluble Threshold Limit Concentration
@ = Must meet both the STLC Limit at 560 and EPA-TCLP Limit at 5
* = STLC analysis for the metal is recommended (if marked)
** = Additional Analysis needed, please call to discuss (if marked)
*** = The concentration exceeds the TTLC Limit, and the sample is defined as hazardous waste as per CCR-TITLE 22 (if marked)
-- = Not analyzed/not requested

DATA REVIEWED AND APPROVED BY: _____
CAL-DHS ELAP CERTIFICATE No.: 1555

Enviro – Chem, Inc.
1214 E. Lexington Avenue, Pomona, CA 91766 Tel (909) 590-5905 Fax (909) 590-5907

LABORATORY REPORT

CUSTOMER: **Landmark Consultants, Inc.**
780 N. 4th Street
El Centro, CA 92243
Tel: (760) 360-0665 **E-Mail: GChandra@Landmark-CA.com**

PROJECT: **SR86-Ave 50**
SAMPLING DATE: 10/28/24 DATE RECEIVED: 10/28/24
MATRIX: SOIL DATE ANALYZED: 10/29/24
REPORT TO: MR. GREG CHANDRA DATE REPORTED: 10/31/24

SAMPLE I.D.: **B** LAB I.D.: 241028-14

TOTAL THRESHOLD LIMIT CONCENTRATION ANALYSIS
UNIT: mg/Kg = MILLIGRAM PER KILOGRAM = PPM

ELEMENT ANALYZED	SAMPLE RESULT	PQL	DF	TTLC LIMIT	STLC LIMIT	EPA METHOD
Antimony(Sb)	ND	1.0	1	500	15	6010B
Arsenic(As)	4.60	0.5	1	500	5.0	6010B
Barium(Ba)	114	5.0	1	10,000	100	6010B
Beryllium(Be)	ND	0.5	1	75	0.75	6010B
Cadmium(Cd)	ND	0.5	1	100	1.0	6010B
Chromium Total(Cr)	39.6	0.5	1	2,500	560/5@	6010B
Chromium VI (Cr6)	--	1.0	-	500	5.0	7196A
Cobalt(Co)	14.9	1.0	1	8,000	80	6010B
Copper(Cu)	18.7	1.0	1	2,500	25	6010B
Lead(Pb)	5.48	0.5	1	1,000	5.0	6010B
Mercury(Hg)	ND	0.01	1	20	0.2	7471A
Molybdenum(Mo)	ND	5.0	1	3,500	350	6010B
Nickel(Ni)	16.2	2.5	1	2,000	20	6010B
Selenium(Se)	ND	1.0	1	100	1.0	6010B
Silver(Ag)	ND	1.0	1	500	5.0	6010B
Thallium(Tl)	ND	1.0	1	700	7.0	6010B
Vanadium(V)	52.1	5.0	1	2,400	24	6010B
Zinc(Zn)	68.4	0.5	1	5,000	250	6010B

COMMENTS
DF = Dilution Factor
PQL = Practical Quantitation Limit
Actual Detection Limit = PQL X DF
ND = Below the Actual Detection Limit or non-detected
TTLC = Total Threshold Limit Concentration
STLC = Soluble Threshold Limit Concentration
@ = Must meet both the STLC Limit at 560 and EPA-TCLP Limit at 5
* = STLC analysis for the metal is recommended (if marked)
** = Additional Analysis needed, please call to discuss (if marked)
*** = The concentration exceeds the TTLC Limit, and the sample is defined as hazardous waste as per CCR-TITLE 22 (if marked)
-- = Not analyzed/not requested

DATA REVIEWED AND APPROVED BY: _____
CAL-DHS ELAP CERTIFICATE No.: 1555

Enviro – Chem, Inc.
1214 E. Lexington Avenue, Pomona, CA 91766 Tel (909) 590-5905 Fax (909) 590-5907

LABORATORY REPORT

CUSTOMER: **Landmark Consultants, Inc.**
780 N. 4th Street
El Centro, CA 92243
Tel: (760) 360-0665 **E-Mail: GChandra@Landmark-CA.com**

PROJECT: **SR86-Ave 50**
SAMPLING DATE: 10/28/24 DATE RECEIVED: 10/28/24
MATRIX: SOIL DATE ANALYZED: 10/29/24
REPORT TO: MR. GREG CHANDRA DATE REPORTED: 10/31/24

SAMPLE I.D.: **C** LAB I.D.: 241028-15

TOTAL THRESHOLD LIMIT CONCENTRATION ANALYSIS
UNIT: mg/Kg = MILLIGRAM PER KILOGRAM = PPM

ELEMENT ANALYZED	SAMPLE RESULT	PQL	DF	TTLC LIMIT	STLC LIMIT	EPA METHOD
Antimony(Sb)	ND	1.0	1	500	15	6010B
Arsenic(As)	3.34	0.5	1	500	5.0	6010B
Barium(Ba)	94.1	5.0	1	10,000	100	6010B
Beryllium(Be)	ND	0.5	1	75	0.75	6010B
Cadmium(Cd)	ND	0.5	1	100	1.0	6010B
Chromium Total(Cr)	30.5	0.5	1	2,500	560/5@	6010B
Chromium VI (Cr6)	--	1.0	-	500	5.0	7196A
Cobalt(Co)	11.4	1.0	1	8,000	80	6010B
Copper(Cu)	13.5	1.0	1	2,500	25	6010B
Lead(Pb)	5.05	0.5	1	1,000	5.0	6010B
Mercury(Hg)	ND	0.01	1	20	0.2	7471A
Molybdenum(Mo)	ND	5.0	1	3,500	350	6010B
Nickel(Ni)	11.5	2.5	1	2,000	20	6010B
Selenium(Se)	ND	1.0	1	100	1.0	6010B
Silver(Ag)	ND	1.0	1	500	5.0	6010B
Thallium(Tl)	ND	1.0	1	700	7.0	6010B
Vanadium(V)	43.9	5.0	1	2,400	24	6010B
Zinc(Zn)	59.0	0.5	1	5,000	250	6010B

COMMENTS
DF = Dilution Factor
PQL = Practical Quantitation Limit
Actual Detection Limit = PQL X DF
ND = Below the Actual Detection Limit or non-detected
TTLC = Total Threshold Limit Concentration
STLC = Soluble Threshold Limit Concentration
@ = Must meet both the STLC Limit at 560 and EPA-TCLP Limit at 5
* = STLC analysis for the metal is recommended (if marked)
** = Additional Analysis needed, please call to discuss (if marked)
*** = The concentration exceeds the TTLC Limit, and the sample is defined as hazardous waste as per CCR-TITLE 22 (if marked)
-- = Not analyzed/not requested

DATA REVIEWED AND APPROVED BY: _____
CAL-DHS ELAP CERTIFICATE No.: 1555

Enviro – Chem, Inc.
1214 E. Lexington Avenue, Pomona, CA 91766 Tel (909) 590-5905 Fax (909) 590-5907

METHOD BLANK REPORT

CUSTOMER: **Landmark Consultants, Inc.**
780 N. 4th Street
El Centro, CA 92243
Tel: (760) 360-0665 E-Mail: GChandra@Landmark-CA.com

PROJECT: **SR86-Ave 50**
SAMPLING DATE: 10/28/24 DATE RECEIVED: 10/28/24
MATRIX: SOIL DATE ANALYZED: 10/29/24
REPORT TO: MR. GREG CHANDRA DATE REPORTED: 10/31/24

METHOD BLANK REPORT FOR LAB I.D.: 241028-13, -14, -15

TOTAL THRESHOLD LIMIT CONCENTRATION ANALYSIS
UNIT: mg/Kg = MILLIGRAM PER KILOGRAM = PPM

ELEMENT ANALYZED	SAMPLE RESULT	PQL	DF	TTLC LIMIT	STLC LIMIT	EPA METHOD
Antimony(Sb)	ND	1.0	1	500	15	6010B
Arsenic(As)	ND	0.5	1	500	5.0	6010B
Barium(Ba)	ND	5.0	1	10,000	100	6010B
Beryllium(Be)	ND	0.5	1	75	0.75	6010B
Cadmium(Cd)	ND	0.5	1	100	1.0	6010B
Chromium Total(Cr)	ND	0.5	1	2,500	560/5@	6010B
Chromium VI (Cr6)	--	1.0	-	500	5.0	7196A
Cobalt(Co)	ND	1.0	1	8,000	80	6010B
Copper(Cu)	ND	1.0	1	2,500	25	6010B
Lead(Pb)	ND	0.5	1	1,000	5.0	6010B
Mercury(Hg)	ND	0.01	1	20	0.2	7471A
Molybdenum(Mo)	ND	5.0	1	3,500	350	6010B
Nickel(Ni)	ND	2.5	1	2,000	20	6010B
Selenium(Se)	ND	1.0	1	100	1.0	6010B
Silver(Ag)	ND	1.0	1	500	5.0	6010B
Thallium(Tl)	ND	1.0	1	700	7.0	6010B
Vanadium(V)	ND	5.0	1	2,400	24	6010B
Zinc(Zn)	ND	0.5	1	5,000	250	6010B

COMMENTS
DF = Dilution Factor
PQL = Practical Quantitation Limit
Actual Detection Limit = PQL X DF
ND = Below the Actual Detection Limit or non-detected
TTLC = Total Threshold Limit Concentration
STLC = Soluble Threshold Limit Concentration
@ = Must meet both the STLC Limit at 560 and EPA-TCLP Limit at 5
* = STLC analysis for the metal is recommended (if marked)
** = Additional Analysis needed, please call to discuss (if marked)
*** = The concentration exceeds the TTLC Limit, and the sample is defined as hazardous waste as per CCR-TITLE 22 (if marked)
-- = Not analyzed/not requested

DATA REVIEWED AND APPROVED BY: _____
CAL-DHS ELAP CERTIFICATE No.: 1555

QA/QC for Metals Analysis --TTLC--SOLID/SOIL MATRIX

Matrix Spike/ Matrix Spike Duplicate/ LCS :

ANALYSIS DATE: 10/29/2024 — **Unit : mg/Kg(ppm)**

Analysis	Spk.Sample ID	CONC.	LCS %Rec.	LCS STATUS	Sample Result	Spike Conc.	MS	% Rec MS	MSD	% Rec MSD	% RPD
Chromium(Cr)	241028-3	50.0	100	PASS	25.8	50.0	65.8	80	65.0	78	2
Lead(Pb)	241028-3	50.0	90	PASS	6.48	50.0	53.1	93	52.7	92	1
Nickel(Ni)	241028-3	50.0	101	PASS	8.52	50.0	50.7	84	50.2	83	1

ANALYSIS DATE. : 10/29/2024

Analysis	Spk. Sample ID	LCS CONC.	LCS %Rec.	LCS STATUS	Sample Result	Spike Conc.	MS	% Rec MS	MSD	% Rec MSD	% RPD
Mercury (Hg)	241028-15	0.125	94	PASS	0	0.125	0.106	85	0.111	89	4

MS/MSD Status:

Analysis	%MS	%MSD	%LCS	%RPD
Chromium(Cr)	PASS	PASS	PASS	PASS
Lead(Pb)	PASS	PASS	PASS	PASS
Nickel(Ni)	PASS	PASS	PASS	PASS
Mercury (Hg)	PASS	PASS	PASS	PASS
Accepted Range	**70~ 130**	**70~ 130**	**85 ~ 115**	**0 ~ 20**

ANALYST: _____

FINAL REVIEWER: _____

*=Fail due to matrix interference

Note:LCS is in control therefore results are in control

Enviro – Chem, Inc.
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LABORATORY REPORT

CUSTOMER: **Landmark Consultants, Inc.**
780 N. 4th Street
El Centro, CA 92243
Tel: (760) 360-0665 **E-Mail: GChandra@Landmark-CA.com**

PROJECT: **SR86-Ave 50**

SAMPLING DATE: 10/28/24
MATRIX: SOIL
REPORT TO: MR. GREG CHANDRA

DATE RECEIVED: 10/28/24
DATE EXTRACTED: 10/30/24
DATE ANALYZED: 10/30/24
DATE REPORTED: 10/31/24

SAMPLE I.D.: **A** LAB I.D.: 241028-13

Organochlorine Pesticides Analysis
Method: EPA 8081A
Unit: mg/Kg = Milligram Per Kilogram = PPM

PARAMETER	SAMPLE RESULT	PQL	DF
Aldrin	ND	0.001	1
alpha-BHC	ND	0.001	1
beta-BHC	ND	0.001	1
gamma-BHC (Lindane)	ND	0.001	1
delta-BHC	ND	0.001	1
alpha-Chlordane	ND	0.001	1
gamma-Chlordane	ND	0.001	1
Total Chlordane (Technical)	ND	0.005	1
4,4'-DDD	ND	0.001	1
4,4'-DDE	0.001	0.001	1
4,4'-DDT	ND	0.001	1
Dieldrin	ND	0.001	1
Endosulfan I	ND	0.001	1
Endosulfan II	ND	0.001	1
Endosulfan Sulfate	ND	0.001	1
Endrin	ND	0.001	1
Endrin Aldehyde	ND	0.001	1
Endrin Ketone	ND	0.001	1
Heptachlor Epoxide	ND	0.001	1
Heptachlor	ND	0.001	1
Methoxyclor	ND	0.001	1
Toxaphene	ND	0.020	1

COMMENTS:
DF = DILUTION FACTOR
PQL = PRACTICAL QUANTITATION LIMIT
ACTUAL DETECTION LIMIT = PQL X DF
ND = NON-DETECTED OR BELOW THE ACTUAL DETECTION LIMIT

DATA REVIEWED AND APPROVED BY: _____
CAL-DHS ELAP CERTIFICATE No.: 1555

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LABORATORY REPORT

CUSTOMER: **Landmark Consultants, Inc.**
780 N. 4th Street
El Centro, CA 92243
Tel:(760)360-0665 E-Mail: GChandra@Landmark-CA.com

PROJECT: **SR86-Ave 50**

SAMPLING DATE:10/28/24
MATRIX:SOIL
REPORT TO:MR. GREG CHANDRA

DATE RECEIVED:10/28/24
DATE EXTRACTED:10/30/24
DATE ANALYZED:10/30/24
DATE REPORTED:10/31/24

SAMPLE I.D.: **B**

LAB I.D.: 241028-14

Organochlorine Pesticides Analysis
Method: EPA 8081A
Unit: mg/Kg = Milligram Per Kilogram = PPM

PARAMETER	SAMPLE RESULT	PQL	DF
Aldrin	ND	0.001	1
alpha-BHC	ND	0.001	1
beta-BHC	ND	0.001	1
gamma-BHC (Lindane)	ND	0.001	1
delta-BHC	ND	0.001	1
alpha-Chlordane	ND	0.001	1
gamma-Chlordane	ND	0.001	1
Total Chlordane (Technical)	ND	0.005	1
4,4'-DDD	ND	0.001	1
4,4'-DDE	ND	0.001	1
4,4'-DDT	ND	0.001	1
Dieldrin	ND	0.001	1
Endosulfan I	ND	0.001	1
Endosulfan II	ND	0.001	1
Endosulfan Sulfate	ND	0.001	1
Endrin	ND	0.001	1
Endrin Aldehyde	ND	0.001	1
Endrin Ketone	ND	0.001	1
Heptachlor Epoxide	ND	0.001	1
Heptachlor	ND	0.001	1
Methoxyclor	ND	0.001	1
Toxaphene	ND	0.020	1

COMMENTS:
DF = DILUTION FACTOR
PQL = PRACTICAL QUANTITATION LIMIT
ACTUAL DETECTION LIMIT = PQL X DF
ND = NON-DETECTED OR BELOW THE ACTUAL DETECTION LIMIT

DATA REVIEWED AND APPROVED BY:
CAL-DHS ELAP CERTIFICATE No.: 1555

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LABORATORY REPORT

CUSTOMER: **Landmark Consultants, Inc.**
780 N. 4th Street
El Centro, CA 92243
Tel: (760) 360-0665 **E-Mail: GChandra@Landmark-CA.com**

PROJECT: **SR86-Ave 50**

SAMPLING DATE: 10/28/24
MATRIX: SOIL
REPORT TO: MR. GREG CHANDRA

DATE RECEIVED: 10/28/24
DATE EXTRACTED: 10/30/24
DATE ANALYZED: 10/30/24
DATE REPORTED: 10/31/24

SAMPLE I.D.: **C**

LAB I.D.: 241028-15

Organochlorine Pesticides Analysis
Method: EPA 8081A
Unit: mg/Kg = Milligram Per Kilogram = PPM

PARAMETER	SAMPLE RESULT	PQL	DF
Aldrin	ND	0.001	1
alpha-BHC	ND	0.001	1
beta-BHC	ND	0.001	1
gamma-BHC (Lindane)	ND	0.001	1
delta-BHC	ND	0.001	1
alpha-Chlordane	ND	0.001	1
gamma-Chlordane	ND	0.001	1
Total Chlordane (Technical)	ND	0.005	1
4,4'-DDD	ND	0.001	1
4,4'-DDE	0.002	0.001	1
4,4'-DDT	ND	0.001	1
Dieldrin	ND	0.001	1
Endosulfan I	ND	0.001	1
Endosulfan II	ND	0.001	1
Endosulfan Sulfate	ND	0.001	1
Endrin	ND	0.001	1
Endrin Aldehyde	ND	0.001	1
Endrin Ketone	ND	0.001	1
Heptachlor Epoxide	ND	0.001	1
Heptachlor	ND	0.001	1
Methoxyclor	ND	0.001	1
Toxaphene	ND	0.020	1

COMMENTS:
DF = DILUTION FACTOR
PQL = PRACTICAL QUANTITATION LIMIT
ACTUAL DETECTION LIMIT = PQL X DF
ND = NON-DETECTED OR BELOW THE ACTUAL DETECTION LIMIT

DATA REVIEWED AND APPROVED BY: _____
CAL-DHS ELAP CERTIFICATE No.: 1555

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METHOD BLANK REPORT

CUSTOMER: **Landmark Consultants, Inc.**
780 N. 4th Street
El Centro, CA 92243
Tel: (760) 360-0665 **E-Mail: GChandra@Landmark-CA.com**

PROJECT: **SR86-Ave 50**

SAMPLING DATE: 10/28/24
MATRIX: SOIL
REPORT TO: MR. GREG CHANDRA

DATE RECEIVED: 10/28/24
DATE EXTRACTED: 10/30/24
DATE ANALYZED: 10/30/24
DATE REPORTED: 10/31/24

METHOD BLANK REPORT FOR LAB I.D.: 241028-13, -14, -15

Organochlorine Pesticides Analysis
Method: EPA 8081A
Unit: mg/Kg = Milligram Per Kilogram = PPM

PARAMETER	SAMPLE RESULT	PQL	DF
Aldrin	ND	0.001	1
alpha-BHC	ND	0.001	1
beta-BHC	ND	0.001	1
gamma-BHC (Lindane)	ND	0.001	1
delta-BHC	ND	0.001	1
alpha-Chlordane	ND	0.001	1
gamma-Chlordane	ND	0.001	1
Total Chlordane (Technical)	ND	0.005	1
4,4'-DDD	ND	0.001	1
4,4'-DDE	ND	0.001	1
4,4'-DDT	ND	0.001	1
Dieldrin	ND	0.001	1
Endosulfan I	ND	0.001	1
Endosulfan II	ND	0.001	1
Endosulfan Sulfate	ND	0.001	1
Endrin	ND	0.001	1
Endrin Aldehyde	ND	0.001	1
Endrin Ketone	ND	0.001	1
Heptachlor Epoxide	ND	0.001	1
Heptachlor	ND	0.001	1
Methoxyclor	ND	0.001	1
Toxaphene	ND	0.020	1

COMMENTS:
DF = DILUTION FACTOR
PQL = PRACTICAL QUANTITATION LIMIT
ACTUAL DETECTION LIMIT = PQL X DF
ND = NON-DETECTED OR BELOW THE ACTUAL DETECTION LIMIT

DATA REVIEWED AND APPROVED BY: _____
CAL-DHS ELAP CERTIFICATE No.: 1555

Enviro-Chem, Inc.

1214 E. Lexington Avenue, Pomona, CA 91766 Tel (909)590-5905 Fax (909)590-5907

EPA 8081A QA/QC Report

Matrix: **Soil/Solid/Liquid(Oil)** Date Analyzed: **10/30/24**

Unit: **mg/Kg (ppm)**

Matrix Spike (MS)/Matrix Spike Duplicate (MSD)

Spiked Sample Lab I.D.: **241028-14 MS/MSD**

Analyte	S.R	spk conc	MS	%REC	MSD	%REC	%RPD	ACP %RPD	ACP %REC
Gamma-BHC	0.000	0.00500	0.00495	**99%**	0.00484	**97%**	**2%**	**0-20%**	**70-130**
Aldrin	0.000	0.00500	0.00480	**96%**	0.00466	**93%**	**3%**	**0-20%**	**70-130**
4,4-DDE	0.000	0.00500	0.00511	**102%**	0.00496	**99%**	**3%**	**0-20%**	**70-130**

Lab Control Spike (LCS) Recovery:

Analyte	spk conc	LCS	% REC	ACP %REC
Gamma-BHC	0.00500	0.00484	**97%**	**75-125**
Aldrin	0.00500	0.00469	**94%**	**75-125**
4,4-DDE	0.00500	0.00503	**101%**	**75-125**
Dieldrin	0.00500	0.00467	**93%**	**75-125**

Surrogate Recovery	ACP%	%REC	%REC	%REC	%REC	%REC	%REC	%REC
Sample I.D.		MB	241028-4,5	241028-6,7	241028-13	241028-14	241028-15	
Tetra-chloro-meta-xylene	50-150	78%	67%	74%	59%	69%	68%	
Decachlorobiphenyl	50-150	68%	65%	79%	66%	73%	74%	

Surrogate Recovery	ACP%	%REC	%REC	%REC	%REC	%REC	%REC	%REC
Sample I.D.								
Tetra-chloro-meta-xylene	50-150							
Decachlorobiphenyl	50-150							

Surrogate Recovery	ACP%	%REC	%REC	%REC	%REC	%REC	%REC	%REC
Sample I.D.								
Tetra-chloro-meta-xylene	50-150							
Decachlorobiphenyl	50-150							

S.R. = Sample Result

spk conc = Spike Concentration

%REC = Percent Recovery

ACP %RPD = Acceptable Percent RPD Range

ACP %REC = Acceptable Percent Recovery Range

** = Surrogate fail due to matrix interference (If Marked)*

Note: *LCS, MS, MSD are in control therefore results are in control.*

Analyzed and Reviewed By:

Final Reviewer:

Enviro – Chem, Inc.
1214 E. Lexington Avenue, Pomona, CA 91766 Tel (909) 590-5905 Fax (909) 590-5907

LABORATORY REPORT

CUSTOMER: **Landmark Consultants, Inc.**
780 N. 4th Street
El Centro, CA 92243
Tel: (760) 360-0665 **E-Mail: GChandra@Landmark-CA.com**

PROJECT: **SR86-Ave 50**

SAMPLING DATE: 10/28/24
MATRIX: SOIL
REPORT TO: MR. GREG CHANDRA

DATE RECEIVED: 10/28/24
DATE EXTRACTED: 10/29/24
DATE ANALYZED: 10/29/24
DATE REPORTED: 10/31/24

SAMPLE I.D.: **A** LAB I.D.: 241028-13

Organophosphorus Pesticides Analysis
Method: EPA 8141A
Unit: mg/Kg = Milligram Per Kilogram = PPM

PARAMETER	SAMPLE RESULT	PQL	DF
Azinphos Methyl	ND	0.05	1
Bolstar (Sulprofos)	ND	0.05	1
Chlorpyrifos	ND	0.05	1
Coumaphos	ND	0.05	1
Demeton-O	ND	0.05	1
Demeton-S	ND	0.05	1
Diazinon	ND	0.05	1
Dichlorvos	ND	0.05	1
Disulfoton	ND	0.05	1
Ethoprop	ND	0.05	1
Fensulfothion	ND	0.05	1
Fenthion	ND	0.05	1
Merphos	ND	0.05	1
Methyl Parathion	ND	0.05	1
Mevinphos	ND	0.10	1
Naled	ND	0.10	1
Phorate	ND	0.05	1
Ronnel	ND	0.05	1
Tetrachlorvinphos (Stirophos)	ND	0.05	1
Tokuthion (Prothiofos)	ND	0.05	1
Trichloronate	ND	0.05	1

COMMENTS:
DF = DILUTION FACTOR
PQL = PRACTICAL QUANTITATION LIMIT
ACTUAL DETECTION LIMIT = PQL X DF
ND = NON-DETECTED OR BELOW THE ACTUAL DETECTION LIMIT

DATA REVIEWED AND APPROVED BY: _____
CAL-DHS ELAP CERTIFICATE No.: 1555

Enviro – Chem, Inc.
1214 E. Lexington Avenue, Pomona, CA 91766 Tel (909) 590-5905 Fax (909) 590-5907

LABORATORY REPORT

CUSTOMER: **Landmark Consultants, Inc.**
780 N. 4th Street
El Centro, CA 92243
Tel: (760) 360-0665 **E-Mail: GChandra@Landmark-CA.com**

PROJECT: **SR86-Ave 50**

SAMPLING DATE: 10/28/24
MATRIX: SOIL
REPORT TO: MR. GREG CHANDRA

DATE RECEIVED: 10/28/24
DATE EXTRACTED: 10/29/24
DATE ANALYZED: 10/29/24
DATE REPORTED: 10/31/24

SAMPLE I.D.: **B** LAB I.D.: 241028-14

Organophosphorus Pesticides Analysis
Method: EPA 8141A
Unit: mg/Kg = Milligram Per Kilogram = PPM

PARAMETER	SAMPLE RESULT	PQL	DF
Azinphos Methyl	ND	0.05	1
Bolstar (Sulprofos)	ND	0.05	1
Chlorpyrifos	ND	0.05	1
Coumaphos	ND	0.05	1
Demeton-O	ND	0.05	1
Demeton-S	ND	0.05	1
Diazinon	ND	0.05	1
Dichlorvos	ND	0.05	1
Disulfoton	ND	0.05	1
Ethoprop	ND	0.05	1
Fensulfothion	ND	0.05	1
Fenthion	ND	0.05	1
Merphos	ND	0.05	1
Methyl Parathion	ND	0.05	1
Mevinphos	ND	0.10	1
Naled	ND	0.10	1
Phorate	ND	0.05	1
Ronnel	ND	0.05	1
Tetrachlorvinphos (Stirophos)	ND	0.05	1
Tokuthion (Prothiofos)	ND	0.05	1
Trichloronate	ND	0.05	1

COMMENTS:
DF = DILUTION FACTOR
PQL = PRACTICAL QUANTITATION LIMIT
ACTUAL DETECTION LIMIT = PQL X DF
ND = NON-DETECTED OR BELOW THE ACTUAL DETECTION LIMIT

DATA REVIEWED AND APPROVED BY: _____
CAL-DHS ELAP CERTIFICATE No.: 1555

Enviro – Chem, Inc.
1214 E. Lexington Avenue, Pomona, CA 91766 Tel (909) 590-5905 Fax (909) 590-5907

LABORATORY REPORT

CUSTOMER: **Landmark Consultants, Inc.**
780 N. 4th Street
El Centro, CA 92243
Tel: (760) 360-0665 **E-Mail: GChandra@Landmark-CA.com**

PROJECT: **SR86-Ave 50**

SAMPLING DATE: 10/28/24
MATRIX: SOIL
REPORT TO: MR. GREG CHANDRA

DATE RECEIVED: 10/28/24
DATE EXTRACTED: 10/29/24
DATE ANALYZED: 10/29/24
DATE REPORTED: 10/31/24

SAMPLE I.D.: **C** LAB I.D.: 241028-15

Organophosphorus Pesticides Analysis
Method: EPA 8141A
Unit: mg/Kg = Milligram Per Kilogram = PPM

PARAMETER	SAMPLE RESULT	PQL	DF
Azinphos Methyl	ND	0.05	1
Bolstar (Sulprofos)	ND	0.05	1
Chlorpyrifos	ND	0.05	1
Coumaphos	ND	0.05	1
Demeton-O	ND	0.05	1
Demeton-S	ND	0.05	1
Diazinon	ND	0.05	1
Dichlorvos	ND	0.05	1
Disulfoton	ND	0.05	1
Ethoprop	ND	0.05	1
Fensulfothion	ND	0.05	1
Fenthion	ND	0.05	1
Merphos	ND	0.05	1
Methyl Parathion	ND	0.05	1
Mevinphos	ND	0.10	1
Naled	ND	0.10	1
Phorate	ND	0.05	1
Ronnel	ND	0.05	1
Tetrachlorvinphos (Stirophos)	ND	0.05	1
Tokuthion (Prothiofos)	ND	0.05	1
Trichloronate	ND	0.05	1

COMMENTS:
DF = DILUTION FACTOR
PQL = PRACTICAL QUANTITATION LIMIT
ACTUAL DETECTION LIMIT = PQL X DF
ND = NON-DETECTED OR BELOW THE ACTUAL DETECTION LIMIT

DATA REVIEWED AND APPROVED BY: _____
CAL-DHS ELAP CERTIFICATE No.: 1555

Enviro – Chem, Inc.
1214 E. Lexington Avenue, Pomona, CA 91766 Tel (909) 590-5905 Fax (909) 590-5907

METHOD BLANK REPORT

CUSTOMER: **Landmark Consultants, Inc.**
780 N. 4th Street
El Centro, CA 92243
Tel: (760) 360-0665 **E-Mail: GChandra@Landmark-CA.com**

PROJECT: **SR86-Ave 50**

SAMPLING DATE: 10/28/24
MATRIX: SOIL
REPORT TO: MR. GREG CHANDRA

DATE RECEIVED: 10/28/24
DATE EXTRACTED: 10/29/24
DATE ANALYZED: 10/29/24
DATE REPORTED: 10/31/24

METHOD BLANK REPORT FOR LAB I.D.: 241028-13, -14, -15

Organophosphorus Pesticides Analysis
Method: EPA 8141A
Unit: mg/Kg = Milligram Per Kilogram = PPM

PARAMETER	SAMPLE RESULT	PQL	DF
Azinphos Methyl	ND	0.05	1
Bolstar (Sulprofos)	ND	0.05	1
Chlorpyrifos	ND	0.05	1
Coumaphos	ND	0.05	1
Demeton-O	ND	0.05	1
Demeton-S	ND	0.05	1
Diazinon	ND	0.05	1
Dichlorvos	ND	0.05	1
Disulfoton	ND	0.05	1
Ethoprop	ND	0.05	1
Fensulfothion	ND	0.05	1
Fenthion	ND	0.05	1
Merphos	ND	0.05	1
Methyl Parathion	ND	0.05	1
Mevinphos	ND	0.10	1
Naled	ND	0.10	1
Phorate	ND	0.05	1
Ronnel	ND	0.05	1
Tetrachlorvinphos (Stirophos)	ND	0.05	1
Tokuthion (Prothiofos)	ND	0.05	1
Trichloronate	ND	0.05	1

COMMENTS:
DF = DILUTION FACTOR
PQL = PRACTICAL QUANTITATION LIMIT
ACTUAL DETECTION LIMIT = PQL X DF
ND = NON-DETECTED OR BELOW THE ACTUAL DETECTION LIMIT

DATA REVIEWED AND APPROVED BY: _____
CAL-DHS ELAP CERTIFICATE No.: 1555

Enviro-Chem, Inc.

1214 E. Lexington Avenue, Pomona, CA 91766 Tel (909)590-5905 Fax (909)590-5907

EPA 8141A QA/QC Report

Matrix: **Solid/Soil/Sludge/Liquid** Date Analyzed: **10/29/2024**

Unit: **mg/Kg (PPM)**

Matrix Spike (MS)/Matrix Spike Duplicate (MSD)

Spiked Sample Lab I.D.: 241028-13 MS/MSD

Analyte	S.R.	spk conc	MS	%REC	MSD	%REC	%RPD	ACP %RPD	ACP %REC
Ethoprop	0.00	0.250	0.270	**108%**	0.278	**111%**	**3%**	**0-30%**	**40-140**
Phorate	0.00	0.250	0.281	**112%**	0.281	**112%**	**0%**	**0-30%**	**40-140**
Ronnel	0.00	0.250	0.263	**105%**	0.270	**108%**	**3%**	**0-30%**	**40-140**
Bolstar	0.00	0.250	0.265	**106%**	0.270	**108%**	**2%**	**0-30%**	**40-140**

Lab Control Spike (LCS) Recovery:

Analyte	spk conc	LCS	% REC	ACP %REC
Ethoprop	0.250	0.288	**115%**	**40-140**
Phorate	0.250	0.278	**111%**	**40-140**
Ronnel	0.250	0.265	**106%**	**40-140**
Bolstar	0.250	0.269	**108%**	**40-140**

Surrogate Recovery	ACP%	%REC	%REC	%REC	%REC	%REC	%REC	%REC
Sample I.D.		M-BLK	241028-13	241028-14	241028-15			
Tributyl Phosphate	40-140	96%	98%	104%	100%			
Triphenyl Phosphate	40-140	105%	104%	113%	104%			

Surrogate Recovery	ACP%	%REC	%REC	%REC	%REC	%REC	%REC	%REC
Sample I.D.								
Tributyl Phosphate	40-140							
Triphenyl Phosphate	40-140							

Surrogate Recovery	ACP%	%REC	%REC	%REC	%REC	%REC	%REC	%REC
Sample I.D.								
Tributyl Phosphate	40-140							
Triphenyl Phosphate	40-140							

S.R. = Sample Result

spk conc = Spike Concentration

%REC = Percent Recovery

ACP %RPD = Acceptable Percent RPD Range

ACP %REC = Acceptable Percent Recovery Range

* = *Surrogate fail due to matrix interference (If Marked)*

Note: ***LCS, MS, MSD are in control therefore results are in control.***

Analyzed and Reviewed By:

Final Reviewer:

Enviro-Chem, Inc. Laboratories
2214 E. Lexington Avenue,
Pomona, CA 91766
Tel: (909) 590-5905 Fax: (909) 590-5907
CA-DHS ELAP CERTIFICATE #1555

Turnaround Time
0 Same Day
0 24 Hours
0 48 Hours
0 72 Hours
0 1 Week (Standard)
Other:

SAMPLE ID	LAB ID	SAMPLING DATE	SAMPLING TIME	MATRIX	No. OF CONTAINERS	TEMPERATURE	PRESERVATION	8260/1 (BTEX) TPH-22 (METALS)	Misc./PO#	COMMENTS
A	24028-13	10/28	8:00	S	1			X X		
B	-14	10/28	8:15	S	1			↓ ↓		
C	-15	10/28	8:30	S				↓ ↓		
				12 BOTTLES						

Analysis Required

Company Name:	LANDMARK CONSULTANTS, INC
Address:	760 N. 4TH ST
City/State/Zip:	EL CENTRO - CA 92243
Project Contact:	CRAIG CHANDLER
Tel:	(760) 350-0665
Fax:	
Sampler's Signature:	
Project Name/ID:	5286 - ARCO

Relinquished by:	Received by:	Date & Time: 10/28 9:22
Relinquished by:	Received by:	Date & Time: 10/28 3:4[illegible]
Relinquished by:	Received by:	Date & Time:

Instructions for Sample Storage After Analysis:
O Dispose of O Return to Client O Store (30 Days)
O Other:

CHAIN OF CUSTODY RECORD

Date:

WHITE WITH SAMPLE • YELLOW TO CLIENT

Page _____ of _____

Exhibit “L”

Irrigation Tile-drain Improvement Plan

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

AVENUE 50 BRIDGE OVER CVSC – PHASE 1
PETER RABBIT FARMS TILE DRAIN RELOCATION
APN 778-170-011 AND 778-180-004

LEGEND

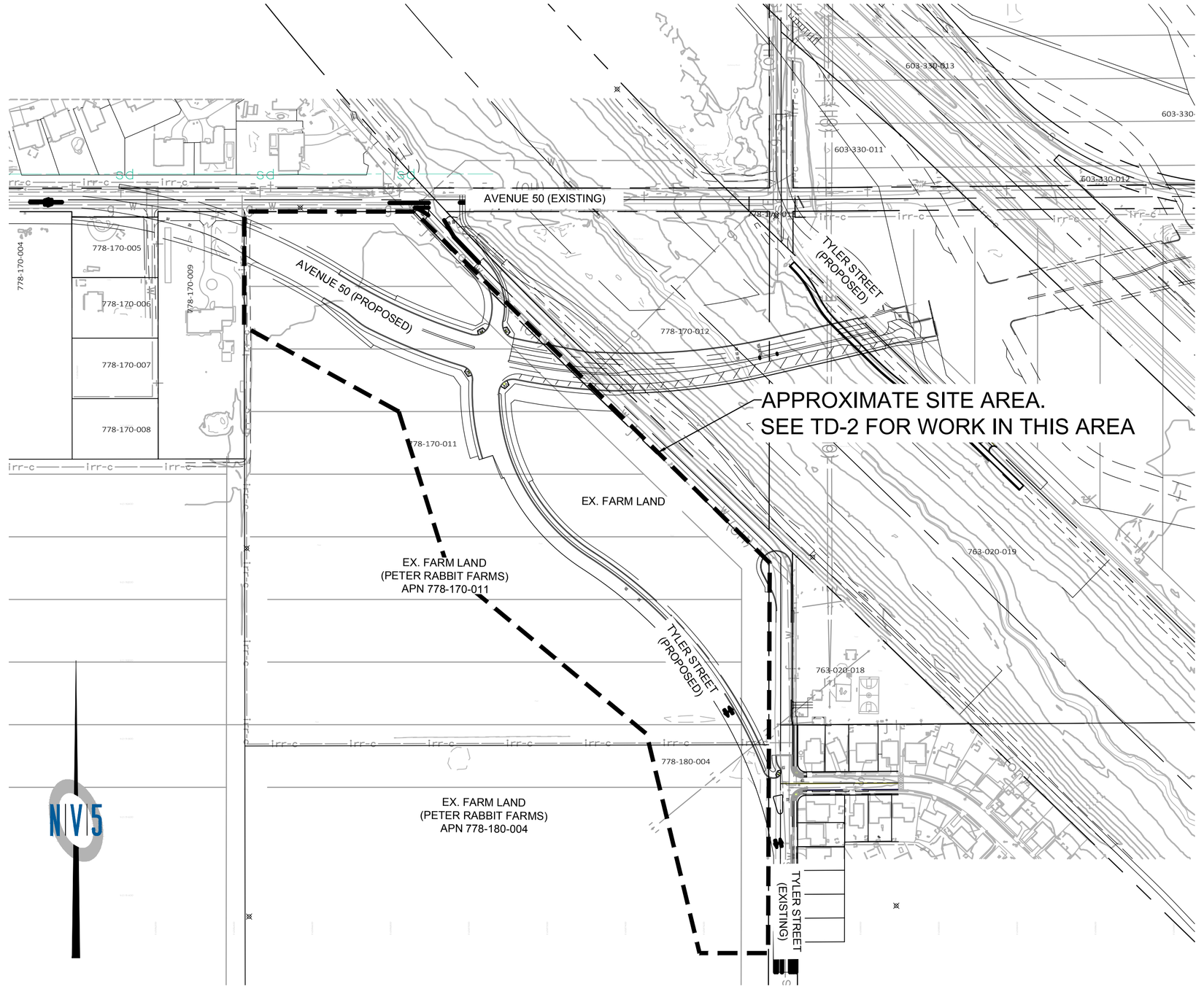
- EXISTING SEWER — SS —
- EXISTING DOMESTIC WATER — W —
- EXISTING GAS — G —
- EXISTING IRRIGATION LINE — IR —
- EXISTING EASMENT LINE — — — —
- EXISTING CONTOUR LINE — 432 —
- SEWER LATERAL
- SEWER END CAP
- SEWER MANHOLE (SS)
- SEWER CLEANOUT
- WATER VALVE (WV)
- WATER METER (WM)
- BLOW-OFF ASSEMBLY (BO)
- FIRE HYDRANT
- CENTERTLINE — ℄ —
- PROPERTY LINE — PL —

THE CONTRACTOR IS REQUIRED TO NOTIFY THE EXISTING UTILITY COMPANIES IN THE AREA BEFORE THE START OF ANY WORK. THE KNOWN UTILITIES IN THE AREA ARE:

WATER	*CITY OF COACHELLA (760) 398-5744*
SEWER	*CITY OF COACHELLA (760) 398-5744*
ROADS	*CITY OF COACHELLA (760) 398-5744*
ELECTRICITY	*IMPERIAL IRRIGATION DISTRICT (760) 398-5854*
GAS	*SOUTHERN CALIFORNIA GAS. CO. (800) 292-0713*
TELEPHONE	*FRONTIER COMMUNICATIONS (909) 793-4764*
UNDERGROUND FACILITIES	*UNDERGROUND SERVICE ALERT 811*
IRRIGATION	*COACHELLA VALLEY WATER DISTRICT (760) 398-2651*

DEVELOPER

CITY OF COACHELLA
53-990 ENTERPRISE WAY
COACHELLA, CA 92236
(760) 398-3502
ANDREW SIMMONS (CITY ENGINEER)
ASIMMONS@COACHELLA.ORG



AREA MAP
(NO SCALE)

SHEET INDEX

SHT	DESCRIPTION
1	TITLE SHEET AND NOTES
2	TILE DRAIN PLAN
3	SPECIFICATIONS AND DETAILS

QUANTITIES

ITEM	DESCRIPTION	QTY
1	*PERFORATED SDR35 TILE DRAIN*	*2300 LF*
2	*EXISTING TILE DRAIN REMOVAL*	*6114 LF*
3	*FITTING – HDPE WYE*	*8 EA*
4	*FITTING – HDPE 45° BEND*	*1 EA*
5	*FERNCO ADAPTER*	*9 EA*

SPECIAL NOTES

1. THE ENGINEER OF WORK WILL NOT ENFORCE SAFETY MEASURES OR REGULATIONS. THE CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE, AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS, REGULATIONS, AND CONTRACT AGREEMENT.
2. THE ENGINEER OF WORK SHALL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, NOR SHALL THE ENGINEER BE REQUIRED TO SUPERVISE CONDUCT OF THE WORK AND CONSTRUCTION PROCEDURES OF THE CONTRACTOR OR SUBCONTRACTORS
3. CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION TRADE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONCSTRUCTION OF THE PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEDED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

GENERAL NOTES

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING IN PLACE ALL EXISTING UTILITIES. UTILITY LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE, OBTAINED FROM A SEARCH OF AVAILABLE RECORDS, AND ARE SHOWN FOR GENERAL INFORMATION ONLY. THE CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT ALL UTILITIES SHOWN HEREON AND ANY OTHERS NOT OF RECORD OR NOT SHOWN ON THESE PLANS. ALL DAMAGES THERETO CAUSED BY THE CONTRACTOR SHALL BE REPAIRED TO THE APPROPRIATE SPECIFICATIONS AND STANDARDS AT THE EXPENSE OF THE CONTRACTOR.
5. SECTION 4216 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A PERMIT TO EXCAVATE IS VALID. BEFORE EXCAVATING, CONTACT UNDERGROUND SERVICE ALERT AT (800) 422-4133.
6. ALL ON SITE IMPROVEMENTS ARE PRIVATE. ALL TREES, BRUSH, GRASS, AND OTHER OBJECTIONABLE MATERIAL TO BE REMOVED SHALL BE COLLECTED AND DISPOSED OF BY THE CONTRACTOR OFF THE SITE SO AS TO LEAVE THE AREAS THAT HAVE BEEN CLEARED WITH A NEAT AND FINISHED APPEARANCE AND FREE FROM UNSIGHTLY DEBRIS.
7. QUANTITIES INDICATED ON THESE PLANS ARE ENGINEER'S ESTIMATES ONLY AND ARE NOT TO BE USED BY CONTRACTOR FOR BIDDING OR PAYMENT PURPOSES.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY MONUMENTATION AND/OR BENCHMARKS WHICH WILL BE DISTURBED OR DESTROYED BY CONSTRUCTION. SUCH POINTS SHALL BE REFERENCED AND REPLACED WITH APPROPRIATE MONUMENTATION BY A LICENSED LAND SURVEYOR OR A REGISTERED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING. A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED BY THE LICENSED LAND SURVEYOR OR REGISTERED CIVIL ENGINEER AS REQUIRED BY THE LAND SURVEYOR'S ACT.
9. WHERE TRENCHES INCLUDING THOSE ASSOCIATED WITH PIPE REMOVAL ARE WITHIN EASEMENTS, STREETS, OR 10 FEET OF ANY BUILDING, SOILS REPORTS SHALL BE SUBMITTED TO THE CITY BY A QUALIFIED GEOTECHNICAL ENGINEER WHICH INDICATE THAT TRENCH BACKFILL WAS COMPACTED UNDER THE OBSERVATION AND TESTING OF THE GEOTECHNICAL ENGINEER AND IN ACCORDANCE WITH THE ABOVE NAMED SPECIFICATIONS.
10. CONTRACTOR SHALL MAKE EXPLORATORY EXCAVATIONS AND LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF NECESSARY BECAUSE OF ACTUAL LOCATION OF EXISTING FACILITIES.
11. PRIOR TO THE START OF CONSTRUCTION, CONTRACTOR TO FIELD VERIFY POINT-OF-CONNECTION LOCATIONS AND ELEVATIONS OF ALL TILE DRAINS.
12. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THESE APPROVED PLANS AND ANY APPROVED REVISIONS. THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR UNAUTHORIZED CHANGES TO OR USE OF THESE PLANS. ANY CHANGES OR REVISIONS THEREFROM SHALL BE APPROVED BY THE ENGINEER AND THE OWNER SITE REPRESENTATIVE.
13. CONTRACTOR SHALL TAKE THE NECESSARY PRECAUTIONS REQUIRED TO PROTECT ADJACENT PROPERTIES DURING THE CONSTRUCTION. ANYTHING DAMAGED OR DESTROYED SHALL BE REPLACED OR REPAIRED TO CONDITION EXISTING PRIOR TO CONSTRUCTION. WRITTEN PERMISSION SHALL BE OBTAINED FOR ANY OFF-SITE WORK
14. EQUIPMENT SHALL NOT USE OR BLOCK TRAFFIC LANES DURING CONSTRUCTION ACTIVITY. TRUCK OPERATIONS IN AND OUT OF THE SITE SHALL BE APPROVED BY THE GOVERNING AGENCY PRIOR TO START OF WORK. AT THE END OF THE WORKING DAY, STREETS SHALL BE CLEANED OF DIRT AND CONSTRUCTION DEBRIS TO THE SATISFACTION OF THE CITY ENGINEER.
15. THE CONTRACTOR SHALL PROPERLY GRADE ALL DISTURBED SURFACES TO PROVIDE POSITIVE DRAINAGE AND PREVENT PONDING OF WATER. CONTRACTOR SHALL CONTROL SURFACE WATER TO AVOID DAMAGE TO ADJOINING PROPERTIES OR TO FINISHED WORK ON THE SITE.
16. ALL AREAS TO BE FILLED SHALL BE PREPARED PRIOR TO FILLING AND FILL SHALL BE PLACED IN ACCORDANCE WITH STANDARD SPECIFICATIONS AND THE RECOMMENDATIONS AND SPECIFICATIONS CONTAINED IN THE SOILS REPORT. ALL VEGETABLE MATTER AND OTHER OBJECTIONABLE MATERIALS SHALL BE REMOVED BY THE CONTRACTOR FROM THE SURFACE UPON WHICH THE FILL IS TO BE PLACED. LOOSE FILL AND UNSUITABLE SOILS SHALL BE REMOVED TO SUITABLE FIRM NATURAL GROUND. THE EXPOSED SOILS SHALL BE SCARIFIED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT AND THEN COMPACTED TO A MINIMUM OF 90% PER ASTM D-1557. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE, SPREAD, MOISTURE CONDITION, AND COMPACT FILL IN STRICT ACCORDANCE WITH THE SPECIFICATIONS.
17. WHERE TRENCHING DOES NOT OCCUR, ALL EXISTING PLANT MATERIAL IS TO BE PROTECTED IN PLACE. NO CONSTRUCTION EQUIPMENT WILL BE ALLOWED TO TRAVEL THROUGH AND DAMAGE ANY OF THESE AREAS.
18. DUST GENERATED BY CONSTRUCTION ACTIVITIES SHALL COMPLY WITH LOCAL DUST CONTROL, ANY REQUIREMENTS OF ANY MITIGATION MONITORING PROGRAMS, AND UNIFORM BUILDING CODE (UBC) REQUIREMENTS, WHICH INCLUDE DUST CONTROL MEASURES FOR CONSTRUCTION SITES. DUST REDUCING MEASURES SHALL INCLUDE, BUT NOT LIMITED TO REGULAR WATERING OF GRADED SURFACES AND RESTRICTION OF ALL CONSTRUCTION VEHICLES AND EQUIPMENT TO TRAVEL ALONG ESTABLISHED AND REGULARLY WATERED ROADWAYS AT SPECIFIED SPEEDS.
19. THE CONTRACTOR SHALL FURNISH TO OWNER REDLINE AS-BUILT PLANS FOR ALL NEW IMPROVEMENTS AND GRADING SHOWN ON THESE PLANS.

811 Know what's below. Call before you dig.

NOT FOR CONSTRUCTION NV5

REV.	DESCRIPTION	DATE	BY

BASIS OF BEARING
BEARINGS ARE REFERENCED TO GRID NORTH AS DEFINED BY THE CALIFORNIA COORDINATE SYSTEM 1983, ZONE VI ARE BASED ON THE OBSERVED LINE FROM POINT "COACH PID DX0711" TO POINT" HPGN-D11 HK, SAID BEARING = S11°20'48"E.

BENCHMARKS
POINT IS A 3 1/2" BRASS DISK ON DILLON ROAD IN THE SOUTHWEST CORNER OF THE BRIDGE ABUTMENT CROSSING THE WHITEWATER RIVER STAMPED JLL-636 AS PUBLISHED IN THE CITY OF COACHELLA BENCHMARK BOOK.

BASIC OF ELEVATION
ELEVATIONS ARE REFERENCED TO NAVD88, UTILIZING GEOID 09 AND DETERMINED LOCALLY BY A PUBLISHED NGS POINT JLL-636, POINT ID DX 072. NAVD88 ELEVATION = -42.88 FT.

DESIGNED BY: BW
DRAWN BY: BW
CHECKED BY: VB
SUBMITTED BY:
SOON A CHEAH RCE No. 52143 DATE

REGISTERED PROFESSIONAL ENGINEER BRIAN P. WIESE No. C80674 Exp. 3/31/25 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
NV5
42-829 COOK STREET, SUITE 104
(760) 341-3101 FAX (760) 341-5999
EMAIL: BRIAN.WIESE@NV5.COM
PREPARED UNDER THE SUPERVISION OF:
BRIAN P. WIESE
80674
- RCE - DATE

CITY OF COACHELLA ENGINEERING DEPARTMENT

RECOMMENDED FOR APPROVAL BY:
DATE
AUTHORIZED SIGNATURE

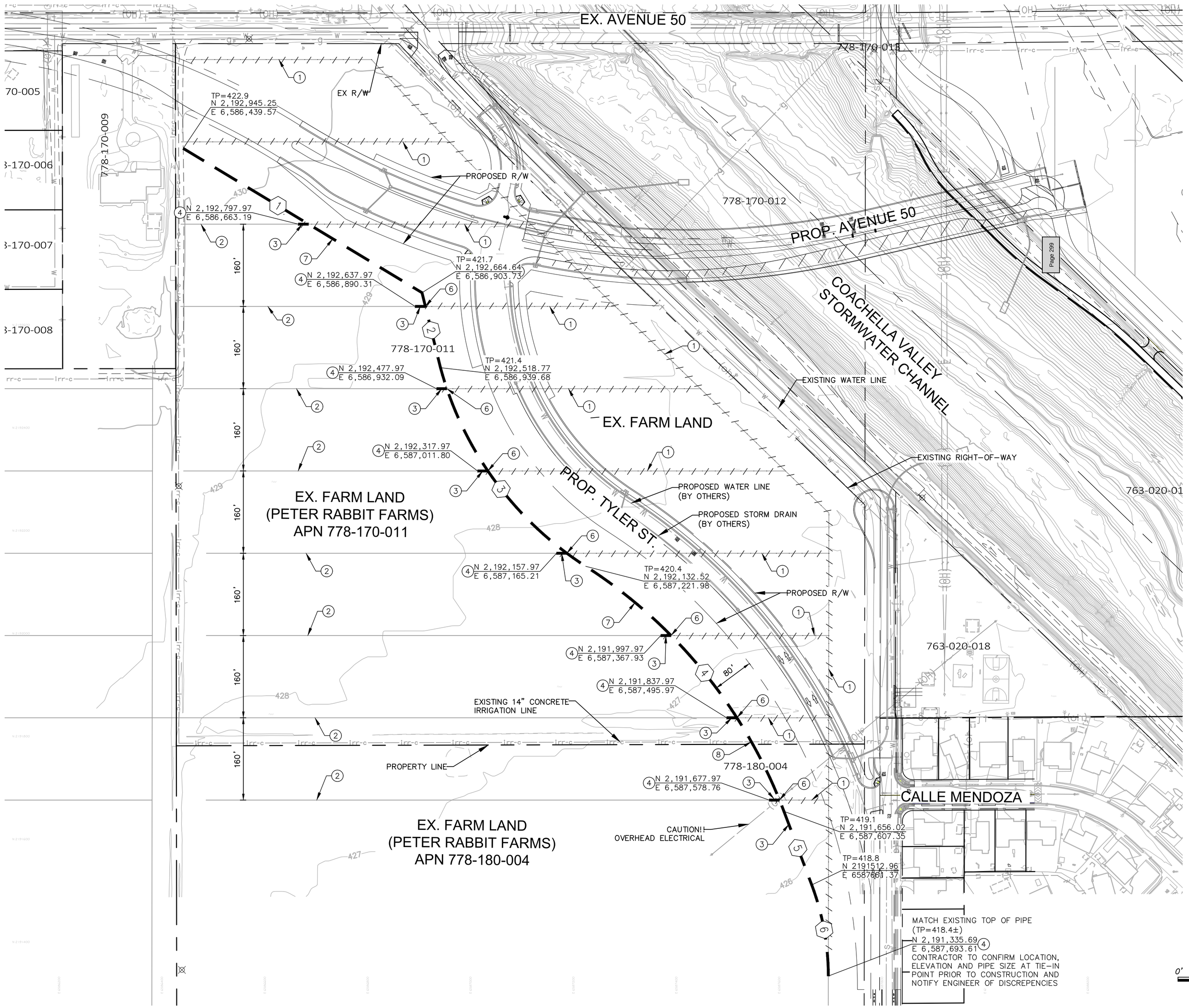
APPROVED BY:
ANDREW SIMMONS
R.C.E._____ EXP. DATE_____
CITY ENGINEER

CITY OF COACHELLA

AVENUE 50 BRIDGE OVER CVSC - PHASE 1
PETER RABBIT FARMS TILE DRAIN RELOCATION

TITLE SHEET AND NOTES

CITY FILE NO. ST-69
DRAWING NO. **TD-1**
SHEET 1 OF 3 SHEETS



CONSTRUCTION NOTES

1. REMOVE EXISTING TILE DRAIN. BACKFILL AND COMPACT TO MIN. 95% DENSITY
2. PROTECT EXISTING TILE DRAIN
3. INSTALL 20' PERFORATED PVC SDR35 TRANSITION FROM FITTING TO EXISTING TILE DRAIN LATERAL. SIZE TO MATCH EXISTING
4. INSTALL FERNCO ADAPTOR FOR TIE-IN CONNECTION TO EXISTING TILE DRAIN
5. INSTALL 45 DEGREE BEND
6. INSTALL WYE FITTING. SIZE TO MATCH EXISTING TILE DRAIN
7. INSTALL 12" PERFORATED PVC PIPE PER SPECIFICATIONS (SDR35) AND DETAIL ON SHEET TD-3. VERIFY EXISTING TILE DRAIN SIZE PRIOR TO CONSTRUCTION
8. EXISTING IRRIGATION CROSSING. POTHOLE PRIOR TO CONSTRUCTION AND PROTECT IN PLACE

LEGEND

- PROPOSED TILE DRAIN
- EXISTING TILE DRAIN REMOVAL
- EXISTING SEWER (SS)
- EXISTING DOMESTIC WATER (W)
- EXISTING GAS (G)
- EXISTING IRRIGATION LINE (IR)
- EXISTING EASMENT LINE
- EXISTING CONTOUR LINE (432)

TILE DRAIN DATA			
NO.	BEARING/DELTA	RADIUS	LENGTH
1	N 58°50'41" W	--	542.39'
2	N 13°50'41" W	--	150.24'
3	Δ=42°09'37"	665.07'	489.38'
4	Δ=36°33'21"	977.00'	623.35'
5	N 20°41'11" W	--	152.93'
6	Δ=20°45'36"	500.00'	181.17'

Know what's below. Call before you dig.

NOT FOR CONSTRUCTION

REV.	DESCRIPTION	DATE	BY

BASIS OF BEARING
BEARINGS ARE REFERENCED TO GRID NORTH AS DEFINED BY THE CALIFORNIA COORDINATE SYSTEM 1983, ZONE VI ARE BASED ON THE OBSERVED LINE FROM POINT "COACH PID DX0711" TO POINT" HPGN-D11 HK, SAID BEARING = S11°20'48"E.

BENCHMARKS
POINT IS A 3 ½" BRASS DISK ON DILLON ROAD IN THE SOUTHWEST CORNER OF THE BRIDGE ABUTMENT CROSSING THE WHITEWATER RIVER STAMPED JLL-636 AS PUBLISHED IN THE CITY OF COACHELLA BENCHMARK BOOK.

BASIS OF ELEVATION
ELEVATIONS ARE REFERENCED TO NAVD88, UTILIZING GEOID 09 AND DETERMINED LOCALLY BY A PUBLISHED NGS POINT JLL-636, POINT ID DX 072. NAVD88 ELEVATION = -42.88 FT.

DESIGNED BY: BW
DRAWN BY: BW
CHECKED BY: VB
SUBMITTED BY:
SOON A CHEAH RCE No. 52143 DATE

REGISTERED PROFESSIONAL ENGINEER BRIAN P. WIESE No. C80674 Exp. 3/31/25 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
NV5
42-829 COOK STREET, SUITE 104
(760) 341-3101 FAX (760) 341-5999
EMAIL: BRIAN.WIESE@NV5.COM
PREPARED UNDER THE SUPERVISION OF:
BRIAN P. WIESE
80674
- RCE - DATE

CITY OF COACHELLA
ENGINEERING DEPARTMENT

RECOMMENDED FOR APPROVAL: _____ DATE
AUTHORIZED SIGNATURE

APPROVED BY: _____
ANDREW SIMMONS
R.C.E._____ EXP. DATE _____
CITY ENGINEER

CITY OF COACHELLA

AVENUE 50 BRIDGE OVER CVSC - PHASE 1
PETER RABBIT FARMS TILE DRAIN RELOCATION

TILE DRAINAGE PLAN

CITY FILE NO. ST-69
DRAWING NO. **TD-2**
SHEET 2 OF 3 SHEETS

1. SCOPE

THE WORK SHALL CONSIST OF INSTALLING A SUBSURFACE DRAIN INCLUDING THE FILTER MATERIALS TO THE LINES, GRADES, AND ELEVATIONS AS SHOWN ON THE DRAWINGS OR AS STAKED IN THE FIELD.

2. INSPECTION AND HANDLING OF MATERIALS

MATERIAL FOR SUBSURFACE DRAINS SHALL BE GIVEN CAREFUL INSPECTION BEFORE INSTALLATION. WHERE APPLICABLE, CLAY
AND CONCRETE TILE SHALL BE CHECKED FOR DAMAGE PRIOR TO INSTALLATION. BITUMINIZED FIBER AND PLASTIC PIPE AND TUBING SHALL BE PROTECTED FROM HAZARDS CAUSING DEFORMATION OR WARPING. PLASTIC PIPE AND TUBING WITH PHYSICAL IMPERFECTIONS SHALL NOT BE INSTALLED. A DAMAGED SECTION SHALL BE REMOVED AND A SUITABLE JOINT MADE CONNECTING THE REPLACED AND RETAINED SECTIONS. ALL MATERIAL SHALL BE SATISFACTORY FOR ITS INTENDED USE AND SHALL MEEET APPLICABLE SPECIFICATIONS AND REQUIREMENTS.

3. PLACEMENT

ALL SUBSURFACE DRAINS SHALL BE COVERED WITH SPECIFIED BLINDING, ENVELOPE, OR FILTER MATERIAL TO A DEPTH OF NOT LESS THAN 3 INCHES AROUND THE DRAIN. IF THE OPTION TO INSTALL AN IMPERVIOUS SHEET OVER THE DRAIN IS USED, AT LEAST 3 INCHES OF BLINDING MATERIAL MUST COVER THE SHEET. NO REVERSALS IN GRADE OF THE CONDUIT SHALL BE PERMITTED.

WHERE THE CONDUIT IS TO BE LAID IN ROCK TRENCH, OR WHERE ROCK IS EXPOSED AT THE BOTTOM OF THE TRENCH, THE ROCK SHALL BE REMOVED BELOW GRADE ENOUGH THAT THE TRENCH MAY BE BACKFILLED, COMPACTED, AND BEDDED; AND WHEN COMPLETED, THE CONDUIT SHALL BE A MINIMUM OF 2 INCHES FROM ROCK.

JOINTS BETWEEN DRAIN TILE SHOULD NOT EXCEED $\frac{1}{8}$ INCH EXCEPT IN SANDY SOIL WHERE THE CLOSEST POSSIBLE FIT SHOULD BE OBTAINED. IN ORGANIC SOIL WHERE SOME OF THE MORE FIBROUS TYPES MATE IT DESIRABLE TO INCREASE THE SPACE BETWEEN THE TILE SLIGHTLY.

FLEXIBLE CONDUITS, SUCH AS PLASTIC PIPING OR TUBING AND BITUMINIZED FIBER PIPE, PIPE SHALL BE INSTALLED ACCORDING TO THE REQUIREMENTS IN ASTM-F-449, "STANDARD RECOMMENDED PRACTICE FOR SUBSURFACE INSTALLATION OF CORRUGATED THERMOPLASTIC TUBING FOR AGRICULTURAL DRAINAGE OR WATER TABLE CONTROL."

EARTH BACKFILL MATERIAL SHALL BE PLACED IN THE TRENCH IN SUCH A MANNER THAT DISPLACEMENT OF THE CONDUIT WILL NOT OCCUR AND SO THAT THE FILTER AND BEDDING MATERIAL, AFTER BACKFILLING, WILL MEET THE REQUIREMENTS OF THE PLANS AND SPECIFICATIONS.

WHEN A FILTER IS SPECIFIED, ALL OPENINGS IN THE SUBSURFACE DRAIN SHALL BE PROTECTED BY THE FILTER, OR THE BOTTOM AND SIDES OF THE CONDUIT ARE TO BE PROTECTED BY THE FILTER AND TOP OF CONDUIT. PART OF THE SIDE FILTER MATERIAL WHICH IS TO BE COVERED BY A SHEET OF IMPERVIOUS PLASTIC. NO PORTION OF THE CONDUIT CONTAINING OPENINGS SHALL BE LEFT EXPOSED WHEN THE USE OF A FILTER IS SPECIFIED.

IF SAND-GRAVEL FILTER MATERIAL IS USED, THE TRENCH SHALL BE OVER EXCAVATED 3 INCHES AND BACKFILLED TO GRADE WITH FILTER MATERIAL. AFTER PLACEMENT OF THE CONDUIT ON THE FILTER MATERIAL, ADDITIONAL FILTER MATERIAL SHALL BE PLACED OVER THE CONDUIT TO FILL THE TRENCH TO A DEPTH OF 3 INCHES OVER THE CONDUIT. A PLASTIC SHEET AND FRIABLE SOIL CAN BE USED IN LIEU OF FILTER MATERIAL AS THE BACKFILL OVER THE SUBSURFACE DRAIN WHEN SPECIFIED.

4. FILTER MATERIAL

UNLESS SPECIFICALLY EXCEPTED IN THESE SPECIFICATIONS, FILTER SHALL CONSIST OF A BLEND OF CLEAN SAND AND GRAVEL, WHICH IS NOT SUBJECT TO DECOMPOSITION IN AIR OR WATER AND IS FREE FROM ROOTS AND OTHER FOREIGN MATERIALS.

5. ENVELOPE MATERIALS

ENVELOPE MATERIAL SHALL CONSIST OF SAND-GRAVEL MATERIAL, ALL OF WHICH SHALL PASS A 1-1/2 INCH SIEVE, 90 TO 100 PERCENT SHALL PASS A $\frac{3}{8}$ INCH SIEVE, AND NOT MORE THAN 10 PERCENT SHALL PASS A NO. 60 SIEVE.

6. ARTIFICIAL FABRIC FILTER MATERIAL

THE FILTER MATERIAL MAY BE FIBERGLASS, KNITTED POLYESTER OR NYLON, SPUN BONDED NYLON OR PLASTIC FILTER CLOTH. FIBERGLASS MATERIAL SHALL BE MANUFACTURED FROM BOROSILICATE TYPE GLASS AND THE MANUFACTURER OF THE MATERIAL SHALL CERTIFY THAT IT IS SUITABLE FOR UNDERGROUND USE. THE FIVERS SHALL BE OF A VARIABLE SIZE WITH SOME LARGER FIBERS INTERTWINED IN THE MAT IN A RANDOM MANNER.

ALL TEARS OF OTHER AREAS WHERE THE BLANKET CONTINUITY IS TERMINATED, EXCEPT AT THE ENDS OF LINES, SHALL BE SPLICED WITH A MINIMUM OVERLAP OF 4 INCHES.

7. DRAIN PIPING

TRENCHING: THE RECOMMENDED MINIMUM COVER IN MINERAL SOIL TO PROTECT THE TUBING FROM CRUSHING DUE TO LIVE LOADS IS 2 FEET. THE MINIMUM IN ORGANIC SOILS IS 2.5 FEET.

IN UNSTABLE TRENCHES, MEANS MUST BE PROVIDED TO PROTECT THE TUBING FROM DEFORMATION OR FLOATING UNTIL IT HAS BEEN PROPERLY LAID AND BLINDED. PROVISIONS FOR SAFETY DURING TRENCHING OPERATIONS SHALL BE IN COMPLIANCE WITH THE APPLICABLE SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION.

BEDDING: THE TRENCH BOTTOM SHALL BE SMOOTH AND FREE OF CLODS, LOOSE OR EXPOSED ROCK. WHERE A GRAVEL ENVELOPE IS NOT SPECIFIED, THE BOTTOM OF THE TRENCH SHALL BE SHAPED TO CONFORM TO THE PIPE. THE GROOVE MAY BE SEMICIRCULAR. TRAPEZOIDAL SHAPED OR A 90° V AND SHALL BE OF SUCH DIMENSIONS THAT THE BOTTOM ONE QUARTER OF THE PIPE IS IN CONTACT WITH DISTURBED SOIL.

IN UNSTABLE SOILS A FIRM FOUNDATION SHALL BE PROVIDED BY OVER EXCAVATION AND BACKFILLING WITH PROCESSED STONE OR GRAVEL, SUITABLY GRADED SO AS TO ACT AS A MAT INTO WHICH THE UNSTABLE SOIL WILL NOT PENETRATE. WHERE STABILIZER MATERIALS DO NOT PROVIDED ADEQUATE SUPPORT, TUBING SHALL BE PLACED IN A 90° RIGID \ PREFABRICATED FOUNDATION CRADLE. THE CRADLE MUST PROVIDE RIGIDITY AND FURNISH CONTINUOUS SUPPORT THROUGHOUT THE ENTIRE LENGTH.

IF THE BOTTOM OF THE TRENCH CONTAINS STONES IN EXCESS OF 1-1/2 INCHES IN DIAMETER OR IS IN ROCK CUT, THE TRENCH SHALL BE OVER EXCAVATED 6 INCHES AND REFILLED TO GRADE UNDER AND AROUND THE TUBING WITH A 6-INCH CUSHION OF ACCEPTABLE GRAVEL ENVELOPE WILL BE COMPLETED TO 3 INCHES ABOVE THE TUBING UNLESS A PLASTIC SHEET IS PLACED AT THE TOP OF THE TUBING.

THE ENVELOPE OR FILTER MATERIAL SHALL BE CAREFULLY PLACED TO FORM AN EVEN FIRM BEDDING WITHOUT DISTURBING THE TUBING GRADE AND ALIGNMENT. WHEN ARTIFICIAL FABRIC FILTER MATERIAL IS USED, ALL OPEN JOINTS AND PERFORATIONS WILL BE PROTECTED. IF FABRIC FILTER MATERIAL IS DAMAGED DURING INSTALLATION, IT SHALL BE REPAIRED BEFORE BACKFILLING WIH A MINIMUM 4-INCH OVERLAP.

PLACEMENT: ADDITIONAL CARE IS NEEDED WHEN INSTALLING TUBING ON HOT BRIGHT DAYS. THE TUBING SHOULD NOT BE STRETCHED MORE THAN 5 PERCENT UNDER ANY CIRCUMSTANCES. WHEN INSTALLING THE TUBING ON HOT DAYS, BACKFILLING SHALL BE DELAYED UNTIL TUBING TEMPERATURE COOLS TO THE SOIL TEMPERATURE.

FITTING SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. COUPLERS SHALL BE USED AT ALL JOINTS AND FITTINGS, AT ALL CHANGES IN DIRECTION, CHANGES IN DIAMETER, JUNCTION WITH ANOTHER LINE, AND AT THE END OF LINES. ALL FITTINGS SHALL BE COMPATIBLE WITH THE TUBING. WHERE CERTAIN FITTINGS ARE NOT AVAILABLE, HAND CUT HOLES ARE ACCEPTABLE PROVIDED CARE IS TAKEN NOT TO CREATE A MEANS OF OBSTRUCTING FLOW, CATCHING DEBRIS OR ALLOWING SOIL TO ENTER THE LINE, WHEN MAKING THE CONNECTION.

USE NONPERFORATED TUBING WHEN PASSING THROUGH AREAS WHERE ROOT GROWTH MAY CREATE AN OBSTRUCTION IN THE LINE. NONPERFORATED TUBING WILL ALSO BE USED WHERE SMALL POCKETS OF NONCOHESIVE SOIL ARE ENCOUNTERED UNLESS SPECIAL ENVELOPES OR OTHER MEANS ARE USED TO STABILIZE THE SOIL.

PLACE SELECT BEDDING MATERIAL CONTAINING NO HARD OBJECT LARGER THAN 1-1/2 INCHES IN DIAMETER IN THE TRENCH TO A RECOMMENDED DEPTH OF 6 INCHES OVER THE TUBING.

PLACE THE BACKFILL MATERIAL SO THAT DISPLACEMENT OR DEFLECTION OF THE TUBING WILL NOT OCCUR. THIS IS PREFERABLY ON AN ANGLE, SO THE MATERIAL FLOWS DOWN THE FRONT SLOPE. AVOID LARGE STONES, FROZEN MATERIAL, AND DRY CLODS. THE TRENCH SHOULD BE BACKFILLED AS SOON AS POSSIBLE AFTER BLINDING.

CORRUGATED THERMOPLASTIC TUBING INSTALLED BY MOLE PLOW WILL MEET SAME REQUIREMENTS STATED ABOVE FOR ENVELOPES AND FILTER MATERIAL.

8. BASIS OF ACCEPTANCE

THE ACCEPTABILITY OF THE DRAIN SHALL BE DETERMINED BY INSPECTIONS TO INSURE COMPLIANCE WITH ALL THE PROVISIONS OF THIS SPECIFICATION WITH RESPECT TO THE DESIGN OF THE LINE, THE PIPE AND PIPE MARKINGS, THE APPURTENANCES, AND THE MINIMUM INSTALLATION REQUIREMENTS.

9. VEGETATIVE COVER

UNLESS OTHERWISE SPECIFIED, A PROTECTIVE COVER OF VEGETATION SHALL BE ESTABLISHED ON THE DISTURBED AREA. THE PLANTING OF VEGETATIVE MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF CONSTRUCTION SPECIFICATION 342, CRITICAL AREA PLANTING.

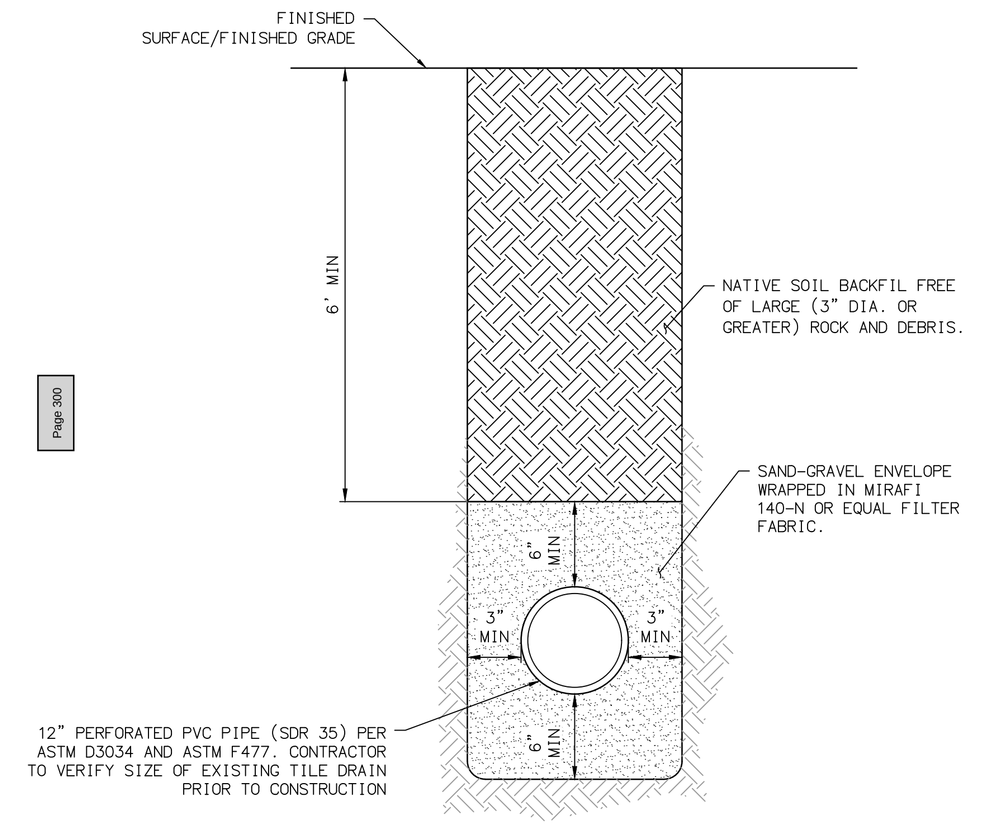
10. SPECIAL MEASURES

MEASURES AND CONSTRUCTION METHODS SHALL BE INCORPORATED AS NEEDED AND PRACTICAL THAT ENHANCE FISH AND WILDLIFE VALUES. SPECIAL ATTENTION SHALL BE GIVEN TO PROTECTING VISUAL RESOURCES AND MAINTAINING KEY SHADE, FOOD AND DEN TREES.

11. CONSTRUCTION OPERATIONS

CONSTRUCTION OPERATIONS SHALL BE DONE IN SUCH A MANNER THAT EROSION AND AIR AND WATER POLLUTION ARE MINIMIZED AND HELD WITHIN LEGAL LIMITS. THE OWNER, OPERATOR, CONTRACTOR OR OTHER PERSONS WILL CONDUCT ALL WORK AND OPERATIONS IN ACCORDANCE WITH PROPER SAFETY CODES FOR THE TYPE OF CONSTRUCTION BEING PERFORMED WITH DUE REGARDS TO THE SAFETY OF ALL PERSONS AND PROPERTY.

THE COMPLETED JOB SHALL BE WORKMANLIKE AND PRESENT A GOOD APPEARANCE.



PIPE TRENCHING AND BACKFILL
N.T.S

811 Know what's below. Call before you dig.

NOT FOR CONSTRUCTION

REV.	DESCRIPTION	DATE	BY

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DESIGNED BY: BW
DRAWN BY: BW
CHECKED BY: VB
SUBMITTED BY:

SOON A CHEAH RCE No. 52143 DATE

REGISTERED PROFESSIONAL ENGINEER BRIAN P. WIESE No. C80674 Exp. 3/31/25 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
NV5
42-829 COOK STREET, SUITE 104
(760) 341-3101 FAX (760) 341-5999
EMAIL: BRIAN.WIESE@NV5.COM
PREPARED UNDER THE SUPERVISION OF:
BRIAN P. WIESE
80674
- RCE - DATE

CITY OF COACHELLA
ENGINEERING DEPARTMENT

RECOMMENDED FOR APPROVAL: _____ DATE
AUTHORIZED SIGNATURE

APPROVED BY: _____
ANDREW SIMMONS
R.C.E._____ EXP. DATE _____
CITY ENGINEER

CITY OF COACHELLA

AVENUE 50 BRIDGE OVER CVSC - PHASE 1
PETER RABBIT FARMS TILE DRAIN RELOCATION

TILE DRAINAGE SPECIFICATIONS AND DETAILS

CITY FILE NO. ST-69
DRAWING NO. TD-3
SHEET 3 OF 3 SHEETS

STAFF REPORT
3/12/2025

TO: Honorable Mayor and City Council Members

FROM: Andrew Simmons, P.E., City Engineer

SUBJECT: Authorize staff to receive invoices from Habitat for Humanity of the Coachella Valley, Inc. for the removal and reconstruction of 380 linear feet of exterior garden wall along Sunset Blvd in an amount not to exceed $74, 058.43 including 20% contingency;
Authorize appropriations from Street DIF (Fund 127) in an amount of $74,058.43 for the reimbursements to Habitat of Humanity, City Project ST-128.

STAFF RECOMMENDATION:

- Authorize staff to receive invoices from Habitat for Humanity of the Coachella Valley, Inc. for the removal and reconstruction of 380 linear feet of exterior garden wall along Sunset Blvd in an amount not to exceed $74,058.43 including 20% contingency;
- Authorize appropriation from Street DIF (Fund 127) in an amount of $74,058.43 for the reimbursements to Habitat of Humanity, City Project ST-128.

BACKGROUND:

The Avenue 52 Grade Separation was constructed in 2014. These improvements included the extension of Sunset Blvd from Avenue 52 to Grapefruit Blvd. Due to these improvements, a portion of the exterior block wall on Sunset Blvd requires additional repair. After inspecting the condition of the wall, City staff is recommending replacing approximately 380 linear feet to mitigate the damage.

DISCUSSION/ANALYSIS:

The City has been coordinating with Habitat for Humanity of the Coachella Valley, Inc. for the replacement of this wall. In cooperation with the City, Habitat for Humanity has agreed to manage this project and invoice the City directly. They have requested estimates from two companies. After reviewing, City staff recommends authorizing reimbursement to Habitat for Humanity in an amount not to exceed $74,058.43 including a 20% contingency. This will cover the removal and reconstruction of approximately 380 linear feet of garden wall per City Standards to match existing wall and provide a temporary fence during the construction.

FISCAL IMPACT:

With this action, City Council will be appropriating $74,058.43 from Street DIF (Fund 127) to the CIP project Fund (Fund 182), City Project ST-128.

ATTACHMENTS:

1. Request Letter from Habitat for Humanity of the Coachella Valley, Inc.
2. Cost Estimate for temporary fencing
3. Cost Estimate from Gonzalez Construction, Inc.
4. Cost Estimate from Henry's Masonry Inc.

Habitat for Humanity®
of the Coachella Valley, Inc.

Veronica Rosales

Field Operations
Manager/ Coordinator

Building houses, building hope

Andrew Simmons P.E.

City Engineer
760.398.3502 ext. 134
asimmons@coachella.org

City of Coachella
53990 Enterprise Way
Coachella, Ca 92236

February 24,2025

Re: Quotes for Perimeter Wall at
85676 Michelle Dr. Coachella, Ca 92236

Dear Andrew,

As per our last conversation, I am submitting for your review and subsequent review by the City Council, the attached documents which include the following:

1. Receipt for temporary fencing (has already been installed). The agreement is for initial installation and month-to-month rental as long as needed.
2. Estimated cost of the single property located at: 85676 Michelle Dr. Coachella, Ca. 92236
3. Estimated cost of x6 properties on the run as indicated.

I spoke to my team and we are open to considering this situation as we discussed whereby Habitat for Humanity would be willing to process the project as ours and consider reimbursement by the City.

Please let me know if you have any other questions regarding this matter.

Best Regards,

Veronica Rosales
Field Operations Coordinator/Manager
abwk@hfhcv.org
951 833-5585
760 969-6917 x 205

ESTIMATE

Rent-a-fence CA, A WS Company
300 Maranatha Dr
Hollister, CA 95023-9132

Natalie.Waller@willscot.com
+1 (888) 313-3623

RENTAFENCE.COM
A WILLSCOT COMPANY

Habitat For Humanity:Rancho Cielo, 85676 Michelle Dr, Coachella, CA 92236

Bill to
Habitat For Humanity
2619 Broadway
Oakland, CA 94612
Coachella Valley

Ship to
Rancho Cielo, 85676 Michelle Dr,
Coachella, CA 92236

Shipping info
Ship date: 02/19/2025

Estimate details
Estimate no.: 2261
Estimate date: 02/05/2025
Expiration date: 02/19/2025

Sales Rep: Jennifer

#	Product or service	Description	Qty	Rate	Amount
1.	**DELIVERY AND INSTALL**	DELIVERY AND INSTALL FINAL PICK UP AND LABOR (NON-TAXABLE)	48	$9.50	$456.00
2.	**6X12 RENEWAL**	6FT HIGH CHAIN LINK PANELS AND STANDS FENCE MONTH TO MONTH RENEWAL	48	$1.00	$48.00
3.	**6' - PRIVACY SCREEN AND SANDBAGS - RENTAL**	6' - PRIVACY SCREEN AND SANDBAGS - RENTAL (one time charge)	48	$2.00	$96.00
4.	**FUEL SURCHARGE**	5% Fuel Surcharge on Subtotal	600	$0.05	$30.00
5.	**NON PREVAILING WAGE**	NON PREVAILING WAGE	1	$0.00	$0.00
6.	**TERMS & CONDITIONS**	By Signing this Estimate/Quote - Customer agrees to (ATTACHED) RentAfence.com TERMS & CONDITIONS: Additional Charges may apply @ $1.50 per foot for the following: Hand-Carried Installation of more than 50' from our vehicle. Hillside installation- Regardless of the grade of the slope. Inaccessible Installation- Any safety related issues that occur. Installation wait time- $150.00 per hour of wait time. Delivery and Pickup Time Not Guaranteed without Priority Timed Delivery Fee being added.	1	$0.00	$0.00

7.	**ATTENTION**	SIGN AND RETURN THE ESTIMATE. AFTER THE INVOICE IS PAID, THE ORDER WILL BE PLACED ON THE SCHEDULE FOR DELIVERY. DELIVERY WILL BE BETWEEN 6AM-6PM. PLEASE HAVE THE ONSITE AVAILABLE. DISPATCH WILL CONTACT YOU REGARDING DELIVERY THE DAY PRIOR.	1	$0.00	$0.0

Subtotal	$630.00
Sales tax	$6.83
Total	**$636.83**

Expiry date 02/19/2025

Accepted date

Accepted by

ESTIMATE

Gonzales Construction, Inc.
30875 Date Palm Dr
Cathedral City, CA 92234-2905

Alex@Gonzalesconstructioninc.com
+1 (760) 250-8854
www.Gonzalesconstructioninc.com

Bill to
Habitat For Humanity
72680 Dinah Shore Dr
Palm Desert, Ca 92211

Estimate details
Estimate no.: 1021
Estimate date: 02/21/2025

Project Name: Cielo Ranch Masonry (1 Lot)
Estimate By : ARG

Product or service	Description	Amount
05 Masonry	Construction of approx. 60 Linear feet of 6' tall Slump stone garden wall, 6x6x16 Angelus Block with slump stone cap to match existing. Includes all labor and materials. *color to be matched as close as possible to existing. Rear wall property lines of the following addresses: 85676 Michelle Angelus Block city approved details.	$7,440.00
02.10 Demo	Demolition of existing wall and footing, Approx. 60 linear feet to include all footing concrete, steel and rods.	$2,500.00
Exclusions	Landscape/Irrigation/Planting Temp Fencing Traffic plan Stucco/Paint/Water wash Metals/Wrought Iron Plans/Permits/Fees	$0.00
	Total	**$9,940.00**

Accepted date

Accepted by


Calle Alicia
Calle Alicia
Calle Alicia
Michelle Dr
Michelle Dr
Michelle Dr
Michelle Dr
Michelle Dr
Michelle Dr
Google

ESTIMATE

Gonzales Construction, Inc.
30875 Date Palm Dr
Cathedral City, CA 92234-2905

Alex@Gonzalesconstructioninc.com
+1 (760) 250-8854
www.Gonzalesconstructioninc.com

Bill to
Habitat For Humanity
72680 Dinah Shore Dr
Palm Desert, Ca 92211

Estimate details
Estimate no.: 1020
Estimate date: 02/21/2025

Project Name: Cielo Ranch Masonry (6 lots)
Estimate By : ARG

Product or service	Description	Amount
05 Masonry	Construction of approx. 380 Linear feet of 6' tall Slump stone garden wall, 6x6x16 Angelus Block with slump stone cap to match existing. Includes all labor and materials. *color to be matched as close as possible to existing. Rear wall property lines of the following addresses: 85640 Michelle 85652 Michelle 85664 Michelle 85676 Michelle 85688 Michelle 85702 Michelle Angelus Block city approved details.	$47,698.53
02.10 Demo	Demolition of existing wall and footing, Approx. 380 linear feet to include all footing concrete, steel and rods.	$13,320.00
Exclusions	Landscape/Irrigation/Planting Temp Fencing Traffic plan Stucco/Paint/Water wash Metals/Wrought Iron Plans/Permits/Fees	$0.00
	Total	**$61,018.53**

Accepted date

Accepted by


nida Maria
Calle Alicia
Calle Alicia
Calle Alicia
Michelle Dr
Michelle Dr
Michelle Dr
Michelle Dr
Michelle Dr
Michelle Dr
Google

Item 8.

BID-PROPOSAL

This form complies with professional standards in effect January 1-December 31,

HENRY'S MASONRY INC.
License 704270 C-29
17640 Corkill rd. spc 36
DESERT HOT SPRINGS
CELL (760) 250-8253

DATE:
2-17-2025,
PROPOSAL NO:

and BUYER/ OWNER	NAME HABITAT OF HUMANITY			
	PROJECT ADDRESS 85676 MICHELLE DRIVE	CITY COACHELLA	STATE/ZIP CA	PHONE
	ALTERNATE ADDRESS *(IF ANY)*	CITY	STATE/ZIP	PHONE

Project To Begin: _____ Contract Completion Date: _____

Date Of Plans: _____ Architect: _____ Engineer: _____

Work performed at _____
(Street Address And Legal Description If Known)

We hereby propose to furnish the following work:
60' REMOVE WALL AND FOOTING HAUL AWAY $18,000.00
60' OF 1' MASONRY RETAING WALL 5' GARDEN WALL USING TAN SLUPMSTONE BLOCK$19,500.00

PROPOSED PAYMENT: Owner agrees to pay Contractor a total price of $37,500.00. The payment schedule will be: (1) Down payment of $7,500.00 (2) Payment schedule as follows: 15,000 WHEN MATERIAL IS ON SITE 15,000.00UPON COMPLETION

37,500.

NOTE: This proposal may be withdrawn by us if not accepted within 15 days.

ACCEPTANCE OF PROPOSAL

You are hereby authorized to return a formal contract between us to accomplish the work described in the above proposal, for which the undersigned agrees to pay the amount stated in said proposal and according to the terms thereof.

X _____
OWNER/BUYER SIGNATURE DATE

_____
CONTRACTOR SIGNATURE

X _____
OWNER/BUYER SIGNATURE DATE

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Rev 2011110200001

BID-PROPOSAL

This form complies with professional standards in effect January 1-December 31,

HENRY'S MASONRY INC.
License 704270 C-29
17640 Corkill rd. spc 36
DESERT HOT SPRINGS
CELL (760) 250-8253

DATE:
2-17-2025
PROPOSAL NO:

	NAME			
and BUYER/ OWNER	HABITAT OF HUMANITY			
	PROJECT ADDRESS	CITY	STATE/ZIP	PHONE
	85676 MICHELLE DRIVE	COACHELLA	CA	
	ALTERNATE ADDRESS *(IF ANY)*	CITY	STATE/ZIP	PHONE

Project To Begin: _____ Contract Completion Date: _____

Date Of Plans: _____ Architect: _____ Engineer: _____

Work performed at _____
(Street Address And Legal Description If Known)

We hereby propose to furnish the following work:
360' REMOVE WALL AND FOOTING HAUL AWAY $99,000.00
360' OF 1' MASONRY RETAING WALL 5' GARDEN WALL USING TAN SLUPMSTONE BLOCK $113,400.00
PERMIT NOT INCLUDED

PROPOSED PAYMENT: Owner agrees to pay Contractor a total price of $212,400.00. The payment schedule will be: (1) Down payment of $15,000 (2) Payment schedule as follows: 99,000.00 UPON COMPLETION OF DEMO $49,200.00 WHEN MATERIAL IS ON SITE $49,200.00 UPON COMPLETION

NOTE: This proposal may be withdrawn by us if not accepted within 15 days.

212,400

ACCEPTANCE OF PROPOSAL

You are hereby authorized to return a formal contract between us to accomplish the work described in the above proposal, for which the undersigned agrees to pay the amount stated in said proposal and according to the terms thereof.

X _____
OWNER/BUYER SIGNATURE DATE

_____
CONTRACTOR SIGNATURE

X _____
OWNER/BUYER SIGNATURE DATE

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Rev 2011110200001

STAFF REPORT
3/12/2025

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Authorize operation of a beer garden on Saturday, March 22, 2025 from 5pm-9pm at Veterans Memorial Park for the 2025 Coachella Mariachi Festival.

STAFF RECOMMENDATION:

Authorize operation of a beer garden on Saturday, March 22, 2025 from 5pm-9pm at Veterans Memorial Park for the 2025 Coachella Mariachi Festival.

EXECUTIVE SUMMARY:

The Coachella Mariachi Festival is a spring event that has occurred since 2017 at Veterans Memorial Park. This year's event is scheduled for Saturday, March 22, 2025 from 5pm to 9pm. This year's event is recommended to also take place at Veterans Memorial Park, 1500 Fourth Street, Coachella.

Starting at 5pm the event will highlight four different mariachi groups and one folklorico dance performance. Also available during the event will be: inflatable slides, lawn games, mechanical bull rides, food vendors and a beer garden. This is a free community event and has no admission or parking fees.

Staff is requesting authorization to allow the operation of a beer garden, from 5pm-9pm. Beer garden operator will be selected based on published request for proposals for local Coachella businesses with appropriate alcohol license/permit.

FISCAL IMPACT:

None.

STAFF REPORT
3/12/2025

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Approve vehicle leases for FY 2024/25 with Enterprise Fleet Management Inc.

SPECIFICS: Authorize the City Manager to approve the Lease Rate Quotes from Enterprise Fleet Management, Inc. for the following units: (1) 2025 Ford Lightning Flash EV truck 8500, (1) 2025 Ford Transit Van, (2) 2025 Ford F150 XL 4x4 SuperCab and (2) 2025 Ford F250 XL 4x4 SuperCab.

STAFF RECOMMENDATION:

It is recommended that the City Council:

Authorize the City Manager to approve the Lease Rate Quotes from Enterprise Fleet Management, Inc. for the following units: (1) 2025 Ford Lightning Flash EV truck 8500, (1) 2025 Ford Transit Van, (2) 2025 Ford F150 XL 4x4 SuperCab and (2) 2025 Ford F250 Ford F250 XL 4x4 SuperCab.

EXECUTIVE SUMMARY:

The City maintains a fleet of vehicles and equipment for use by various City departments, which include light, medium and heavy-duty vehicles. Prior to 2020, the City of Coachella has historically purchased and owned all fleet vehicles and equipment. Since 2020, the City of Coachella has leased its light duty vehicles to decrease the average age of these units; in 2019 the average age of these units was 13 years.

Today the average age of the City's fleet is 5.5 years. This positive change in the reduced age of the City's fleet is due to the City Council's decision, in February 2020, to surplus and replace eleven/twelve units annually through a Master Equity Lease Agreement with Enterprise Fleet Management (EFM).

This year is the last year in initial the five-year lease plan and six units remain to complete replacement of all light and medium duty vehicles on the approved lease plan. Staff recommends authorizing the City Manager to approve the lease rate quotes and order the following units:

- Two (2) 2025 Ford F-150XL 4x4 SuperCab units; monthly cost per unit with maintenance $987.34;

- Two (2) 2025 Ford F250 XL 4x4 SuperCab; monthly cost per unit with maintenance $1,051.60;
- One (1) Ford Transit Van; monthly cost per unit with maintenance $1,118.09;
- One (1) Ford Lightning Flash EV Truck; monthly cost per unit with maintenance $1,328.32;

FISCAL IMPACT:

None.

Attachments: Lease Rate Quotes
- 2025 Ford F-150XL 4x4
- 2025 Ford F-250XL 4x4 Ford Explorer
- 2025 Ford Transit Van
- 2025 Ford Lighting Flash EV Truck 8500

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 8677751

Prepared For: City of Coachella
Martinez, Maritza

Date 02/18/2025
AE/AM JDD/ALI

Unit #
Year 2025 **Make** Ford **Model** F-150 Lightning
Series Flash All-Wheel Drive SuperCrew Cab 5.5 ft. box 145 in. WB
Vehicle Order Type Ordered **Term** 60 **State** CA **Customer#** 588084

$ 63,830.00		Capitalized Price of Vehicle[1]
$0.00	*	Sales Tax 0.0000% **State** CA
$ 933.81	*	Initial License Fee
$ 0.00		Registration Fee
$ 425.00		Other: (See Page 2)
$ 0.00		Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Security Deposit
$315.00	*	Taxes
$ 64,255.00		Total Capitalized Amount (Delivered Price)
$ 867.44		Depreciation Reserve @ 1.3500%
$ 317.21		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 1,184.65		**Total Monthly Rental Excluding Additional Services**

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	Oxford White
Interior Color	Medium Dark Slate w/ActiveX Trimmed Heated Fr
Lic. Plate Type	Exempt
GVWR	0

Additional Fleet Management

Master Policy Enrollment Fees

$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit $0.00

$ 0.00 Physical Damage Management — Comp/Coll Deductible 0 / 0

$ 40.00 Full Maintenance Program[3] Contract Miles 37,500 — OverMileage Charge $ 0.0720 Per Mile

Incl: # Brake Sets (1 set = 1 Axle) 0 — # Tires 0 — Loaner Vehicle Not Included

$ 40.00	**Additional Services SubTotal**
$ 103.67	Tax 8.7500% **State** CA
$ 1,328.32	**Total Monthly Rental Including Additional Services**
$ 12,208.60	Reduced Book Value at 60 Months
$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 7,500
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a $500 disposal fee, interest incurred, and loss of value.

LESSEE City of Coachella

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

[2] Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	$ 125.00
Courtesy Delivery Fee	C	$ 300.00
Total Other Charges Billed		$ 0.00
Total Other Charges Capitalized		$ 425.00
Other Charges Total		$ 425.00

Open-End (Equity) Lease Rate Quote

Quote No: 8677751

VEHICLE INFORMATION:

2025 Ford F-150 Lightning Flash All-Wheel Drive SuperCrew Cab 5.5 ft. box 145 in. WB - US

Series ID: W3L

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$65,275	$67,995.00
Total Options	$0.00	$0.00
Destination Charge	$2,095.00	$2,095.00
Total Price	**$67,370.00**	**$70,090.00**

SELECTED COLOR:

Exterior: YZ-Oxford White

Interior: 3S-Medium Dark Slate w/ActiveX Trimmed Heated Front Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
145WB	145" Wheelbase	STD	STD
3	ActiveX Trimmed Heated Front Seats	Included	Included
312A	Equipment Group 312A Standard	NC	NC
3S_02	Medium Dark Slate w/ActiveX Trimmed Heated Front Seats	NC	NC
44L	Transmission: Single-Speed	Included	Included
645	Wheels: 20" Alloy Dark Carbonized Gray	Included	Included
99U	Engine: Dual eMotor - Extended Range Battery	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 8,550 lbs	Included	Included
STDRD	Radio: B&O Sound System by Bang & Olufsen	Included	Included
STDTR	Tires: 20" All Season	Included	Included
SYNC	SYNC 4A w/Enhanced Voice Recognition	Included	Included
YZ_01	Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
- Running Boards: running boards
- Door Handles: body-coloured
- Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
- Rear Step Bumper: rear step bumper
- Front Tow Hooks: 2 front tow hooks
- Box Style: regular
- Integrated Storage: pickup integrated storage
- Body Material: aluminum body material
- : class IV trailering with harness, hitch
- Grille: black grille

Convenience Features:

- Air Conditioning automatic dual-zone front air conditioning
- Console Ducts: console ducts
- Voice Activated A/C: voice activated air conditioning
- Cruise Control: cruise control with steering wheel controls, Adaptive Cruise Control with Stop-and-Go adaptive
- Trunk/Hatch/Door Remote Release: keyfob cargo access remote release
- Power Windows: power windows with driver and passenger 1-touch down
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Passive Entry: Intelligent Access proximity key
- Remote Engine Start: remote start - smart device only (subscription required)
- Steering Wheel: heated steering wheel with manual tilting, manual telescoping
- Adjustable Pedals: power adjustable pedals
- Day-Night Rearview Mirror: day-night rearview mirror
- Auto-dimming Rearview Mirror: auto-dimming rearview mirror
- Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
- Emergency SOS: SYNC 4 911 Assist emergency communication system
- Navigation System: Connected Navigation navigation system with voice activation
- Front Cupholder: front and rear cupholders
- Floor Console: full floor console with locking box
- Overhead Console: mini overhead console with storage
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Seatback Storage Pockets: 2 seatback storage pockets
- Dashboard Storage: dashboard storage
- Interior Concealed Storage: interior concealed storage
- IP Storage: bin instrument-panel storage
- Rear Underseat Storage Tray: rear underseat storage tray
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 3 12V DC power outlets
- AC Power Outlet: 8 120V AC power outlet

Entertainment Features:

- radio SiriusXM with 360L FM/HD/Satellite with seek-scan
- Radio Data System: radio data system
- Amplifier: 640W amplifier
- Digital Signal Processor: digital signal processor
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio contr

Speakers: 8 B&O Sound System by Bang & Olufsen speakers
Internet Access: FordPass Connect 4G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off projector beam LED low/high beam headlamps
Directionally Adaptive Headlights: directionally adaptive headlights
Auto-Dimming Headlights: Auto High Beam auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital appearance
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: front and rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic s y control with anti-rollover

Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Front Heated Cushion: driver and passenger heated-cushions
Front Heated Seatback: driver and passenger heated-seatbacks
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: ActiveX leatherette front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Cabback Insulator: cabback insulator
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
LeatherSteeringWheel: ActiveX leatherette steering wheel
Floor Mats: carpet front and rear floor mats
Interior Accents: chrome/metal-look interior accents
Cargo Space Trim: plastic cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage
Air Compressor: tire mobility kit

Standard Engine:

Engine 536-hp, (electric)

Standard Transmission:

Transmission 1-speed automatic

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Open-End (Equity) Lease Rate Quote

Quote No: 8633797

Prepared For: City of Coachella
Martinez, Maritza

Date 02/06/2025
AE/AM JDD/ALI

Unit #
Year 2025 **Make** Ford **Model** F-250
Series XL 4x4 SD Super Cab 8 ft. box 164 in. WB SRW
Vehicle Order Type Ordered **Term** 60 **State** CA **Customer#** 588084

$ 49,101.00		Capitalized Price of Vehicle[1]
$0.00	*	Sales Tax 0.0000% **State** CA
$ 716.33	*	Initial License Fee
$ 0.00		Registration Fee
$ 425.00		Other: (See Page 2)
$ 0.00		Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Security Deposit
$140.00	*	Taxes
$ 49,526.00		Total Capitalized Amount (Delivered Price)
$ 668.60		Depreciation Reserve @ 1.3500%
$ 245.09		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 913.69		**Total Monthly Rental Excluding Additional Services**

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	Oxford White
Interior Color	Medium Dark Slate w/HD Vinyl 40/20/40 Split B
Lic. Plate Type	Exempt
GVWR	0

Additional Fleet Management

Master Policy Enrollment Fees

$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit $0.00

$ 0.00 Physical Damage Management — Comp/Coll Deductible 0 / 0

$ 57.96 Full Maintenance Program[3] Contract Miles 37,500 — OverMileage Charge $ 0.0720 Per Mile

Incl: # Brake Sets (1 set = 1 Axle) 0 — # Tires 0 — Loaner Vehicle Not Included

$ 57.96	**Additional Services SubTotal**
$ 79.95	Tax 8.7500% **State** CA
$ 1,051.60	**Total Monthly Rental Including Additional Services**
$ 9,410.00	Reduced Book Value at 60 Months
$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 7,500
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a $500 disposal fee, interest incurred, and loss of value.

LESSEE City of Coachella

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

[2] Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	$ 125.00
Courtesy Delivery Fee	C	$ 300.00
Total Other Charges Billed		$ 0.00
Total Other Charges Capitalized		$ 425.00
Other Charges Total		$ 425.00

Open-End (Equity) Lease Rate Quote

Quote No: 8633797

VEHICLE INFORMATION:

2025 Ford F-250 XL 4x4 SD Super Cab 8 ft. box 164 in. WB SRW - US

Series ID: X2B

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$48,104	$50,635.00
Total Options	$542.00	$595.00
Destination Charge	$1,995.00	$1,995.00
Total Price	**$50,641.00**	**$53,225.00**

SELECTED COLOR:

Exterior: Z1-Oxford White

Interior: AS-Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
164WB	164" Wheelbase	STD	STD
425	50-State Emissions System	STD	STD
44F	Transmission: TorqShift-G 10-Speed Automatic	Included	Included
600A	Order Code 600A	NC	NC
64A	Wheels: 17" Argent Painted Steel	Included	Included
85S	Tough Bed Spray-In Bedliner	$542.00	$595.00
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included	Included
A	HD Vinyl 40/20/40 Split Bench Seat	Included	Included
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 10,000 lb Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included	Included
SYNC4	SYNC 4	Included	Included
TD8	Tires: LT245/75Rx17E BSW A/S	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X37	3.73 Axle Ratio	Included	Included
Z1_01	Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Rear Driver Door: reverse opening rear passenger doors
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
- Convex Driver Mirror: convex driver and passenger mirror
- Mirror Type: manual extendable trailer mirrors
- Door Handles: black
- Front And Rear Bumpers: black front and rear bumpers with black rub strip
- Rear Step Bumper: rear step bumper
- Front Tow Hooks: 2 front tow hooks
- Bed Liner: bed liner
- Box Style: regular
- Body Material: aluminum body material
- : class V trailering with harness, hitch
- Grille: black grille

Convenience Features:

- Air Conditioning manual air conditioning
- Air Filter: air filter
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with driver and passenger 1-touch down
- Remote Keyless Entry: keyfob (front doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Remote Engine Start: remote start - smart device only (subscription required)
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Emergency SOS: SYNC 4 911 Assist emergency communication system
- Front Cupholder: front and rear cupholders
- Overhead Console: full overhead console with storage
- Glove Box: illuminated locking glove box
- Dashboard Storage: dashboard storage
- IP Storage: covered bin instrument-panel storage
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

- radio AM/FM stereo with seek-scan
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- Internet Access: FordPass Connect 5G internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type delay-off reflector halogen headlamps
- Cab Clearance Lights: cargo bed light
- Front Wipers: variable intermittent wipers
- Tinted Windows: light-tinted windows
- Dome Light: dome light with fade
- Front Reading Lights: front reading lights
- Variable IP Lighting: variable instrument panel lighting
- Display Type: digital/analog appearance
- Tachometer: tachometer

Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Ignition Disable: SecuriLock immobilizer
Security System: security system Ford Security Package (1-year included with activation)
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 405-hp, 6.8-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Open-End (Equity) Lease Rate Quote

Quote No: 8444297

Prepared For: City of Coachella
Martinez, Maritza

Date 11/08/2024
AE/AM JDD/ALI

Unit #
Year 2025 **Make** Ford **Model** Transit-250 Cargo
Series Base Rear-Wheel Drive High Roof Van 148 in. WB
Vehicle Order Type Ordered **Term** 60 **State** CA **Customer#** 588084

$ 52,723.00		Capitalized Price of Vehicle[1]
$0.00	*	Sales Tax 0.0000% **State** CA
$ 755.62	*	Initial License Fee
$ 0.00		Registration Fee
$ 300.00		Other: (See Page 2)
$ 0.00		Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Security Deposit
$87.50	*	Taxes
$ 53,023.00		Total Capitalized Amount (Delivered Price)
$ 715.81		Depreciation Reserve @ 1.3500%
$ 258.17		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 973.98		**Total Monthly Rental Excluding Additional Services**

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	Oxford White
Interior Color	Dark Palazzo Gray w/Cloth Front Bucket Seats
Lic. Plate Type	Exempt
GVWR	0

Additional Fleet Management

Master Policy Enrollment Fees

$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit $0.00

$ 0.00 Physical Damage Management — Comp/Coll Deductible 0 / 0

$ 58.89 Full Maintenance Program[3] Contract Miles 37,500 — OverMileage Charge $ 0.0720 Per Mile

Incl: # Brake Sets (1 set = 1 Axle) 0 — # Tires 0 — Loaner Vehicle Not Included

$ 58.89 **Additional Services SubTotal**

$ 85.22 Tax 8.7500% **State** CA

$ 1,118.09 **Total Monthly Rental Including Additional Services**

$ 10,074.40 Reduced Book Value at 60 Months

$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 7,500
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a $500 disposal fee, interest incurred, and loss of value.

LESSEE City of Coachella

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

[2] Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	$ 125.00
Courtesy Delivery Fee	C	$ 300.00
Total Other Charges Billed		$ 125.00
Total Other Charges Capitalized		$ 300.00
Other Charges Total		$ 425.00

VEHICLE INFORMATION:

2025 Ford Transit-250 Cargo Base Rear-Wheel Drive High Roof Van 148 in. WB - US

Series ID: R1X

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$49,210	$51,800.00
Total Options	$2,358.00	$2,590.00
Destination Charge	$2,095.00	$2,095.00
Total Price	**$53,663.00**	**$56,485.00**

SELECTED COLOR:

Exterior: YZ-Oxford White

Interior: CK-Dark Palazzo Gray w/Cloth Front Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
101A	Order Code 101A	NC	NC
148WB	148" Wheelbase	STD	STD
15F	Full Rear Compartment Lighting	$69.00	$75.00
17P	6 Cargo Tie-Down Hooks	$23.00	$25.00
21L	Dark Palazzo Gray Cloth Bucket Seats w/Armrests	$104.00	$115.00
425	50-State Emissions System	STD	STD
43B	Back Up Alarm	$169.00	$185.00
44U	Transmission: 10-Spd Automatic w/OD & SelectShift	Included	Included
545	Short-Arm Manual-Folding Heated Pwr Adjusting Mirrors	$145.00	$160.00
58U	Radio: AM/FM Stereo	Included	Included
60B	Heavy-Duty Cargo Flooring	$1,001.00	$1,100.00
63E	Dual AGM Batteries (70 Amp-hr Each)	Included	Included
85B	Heavy-Duty Scuff Plate Kit	Included	Included
90D	110V/400W Power Outlet	$433.00	$475.00
91C	Black High-Intensity Discharge (HID) Headlamps	$414.00	$455.00
998	Engine: 3.5L PFDi V6 Flex-Fuel	Included	Included
C	Cloth Front Bucket Seats	NC	NC
CK_01	Dark Palazzo Gray w/Cloth Front Bucket Seats	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 9,070 lb	Included	Included
STDTR	Tires: 235/65R16C 121/119 R AS BSW	Included	Included
STDWL	Wheels: 16" Silver Steel w/Black Hubcap	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X4L	4.10 Limited-Slip Axle Ratio	Included	Included
YZ_02	Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 3
- Rear Cargo Door Type: split swing-out
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
- Convex Driver Mirror: convex driver and passenger mirror
- Door Handles: black
- Front And Rear Bumpers: black front and rear bumpers
- Front License Plate Bracket: front license plate bracket
- Body Material: fully galvanized steel body material
- Body Side Cladding: black bodyside cladding
- Grille: black grille

Convenience Features:

- Air Conditioning manual air conditioning
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with driver 1-touch down
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Front Cupholder: front cupholder
- Floor Console: partial floor console with box
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- IP Storage: bin instrument-panel storage
- Driver Footrest: driver's footrest
- Power Accessory Outlet: 3 12V DC power outlets
- AC Power Outlet: 1 120V AC power outlet

Entertainment Features:

- radio AM/FM stereo with seek-scan
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 4 speakers
- Internet Access: FordPass Connect 4G internet access
- 1st Row LCD: 1 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type delay-off projector beam high intensity low/high beam headlamps
- Auto-Dimming Headlights: Auto High Beam auto high-beam headlights
- Front Wipers: variable intermittent wipers
- Tinted Windows: light-tinted windows
- Dome Light: dome light with fade
- Front Reading Lights: front reading lights
- Variable IP Lighting: variable instrument panel lighting
- Display Type: analog appearance
- Tachometer: tachometer
- Low Tire Pressure Warning: low-tire-pressure warning
- Trip Odometer: trip odometer
- Lane Departure Warning: lane departure
- Forward Collision Alert: forward collision
- Water Temp Gauge: water temp. gauge
- Clock: in-radio display clock
- Systems Monitor: driver information centre
- Rear Vision Camera: rear vision camera
- Oil Pressure Warning: oil-pressure warning
- Water Temp Warning: water-temp. warning

Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Ignition Disable: SecuriLock immobilizer
Panic Alarm: panic alarm
Electronic Stability: Ford Co-Pilot360 w/Side Wind Stabilization electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 2
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Seat Mounted Armrest: driver and passenger seat mounted armrests
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Leather Upholstery: cloth front seat upholstery
Headliner Material: front cloth headliner
Floor Covering: front vinyl/rubber floor covering
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
Cargo Space Trim: vinyl/rubber cargo space
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light

Standard Engine:

Engine 275-hp, 3.5-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 8633755

Prepared For: City of Coachella
Martinez, Maritza

Date 02/06/2025
AE/AM JDD/ALI

Unit #
Year 2025 **Make** Ford **Model** F-150
Series XL 4x4 SuperCab 6.5 ft. box 145 in. WB
Vehicle Order Type Ordered **Term** 60 **State** CA **Customer#** 588084

$ 45,936.00		Capitalized Price of Vehicle[1]
$0.00	*	Sales Tax 0.0000% **State** CA
$ 684.29	*	Initial License Fee
$ 0.00		Registration Fee
$ 425.00		Other: (See Page 2)
$ 0.00		Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Security Deposit
$201.25	*	Taxes
$ 46,361.00		Total Capitalized Amount (Delivered Price)
$ 625.87		Depreciation Reserve @ 1.3500%
$ 229.59		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 855.46		**Total Monthly Rental Excluding Additional Services**

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	Oxford White
Interior Color	Black w/Medium Dark Slate w/Vinyl 40/20/40 Fr
Lic. Plate Type	Exempt
GVWR	0

Additional Fleet Management

Master Policy Enrollment Fees

$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit $0.00

$ 0.00 Physical Damage Management — Comp/Coll Deductible 0 / 0

$ 57.03 Full Maintenance Program[3] Contract Miles 37,500 — OverMileage Charge $ 0.0720 Per Mile

Incl: # Brake Sets (1 set = 1 Axle) 0 — # Tires 0 — Loaner Vehicle Not Included

$ 57.03	**Additional Services SubTotal**
$ 74.85	Tax 8.7500% **State** CA
$ 987.34	**Total Monthly Rental Including Additional Services**
$ 8,808.80	Reduced Book Value at 60 Months
$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 7,500
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a $500 disposal fee, interest incurred, and loss of value.

LESSEE City of Coachella

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

[2] Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	$ 125.00
Courtesy Delivery Fee	C	$ 300.00
Total Other Charges Billed		$ 0.00
Total Other Charges Capitalized		$ 425.00
Other Charges Total		$ 425.00

VEHICLE INFORMATION:

2025 Ford F-150 XL 4x4 SuperCab 6.5 ft. box 145 in. WB - US

Series ID: X1L

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$43,414	$45,460.00
Total Options	$2,767.00	$3,040.00
Destination Charge	$1,995.00	$1,995.00
Total Price	**$48,176.00**	**$50,495.00**

SELECTED COLOR:

Exterior: YZ-Oxford White

Interior: AS-Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
101A	Equipment Group 101A Standard	NC	NC
145WB	145" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
425	50 State Emissions System	STD	STD
44G	Transmission: Electronic 10-Speed Automatic	Included	Included
53T	Tow/Haul Package	$715.00	$785.00
64C	Wheels: 17" Silver Steel	Included	Included
67T	Integrated Trailer Brake Controller	Included	Included
96W	Tough Bed Spray-In Bedliner	$542.00	$595.00
998	Engine: 3.5L V6 EcoBoost	$1,510.00	$1,660.00
A	Vinyl 40/20/40 Front Seat	NC	NC
AS_02	Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	NC	NC
NONGV	GVWR: 7,100 lbs Payload Package	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers	Included	Included
STDTR	Tires: 265/70R17 BSW A/T	Included	Included
SYNC	SYNC 4 w/Enhanced Voice Recognition	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
XL9	Electronic Locking w/3.55 Axle Ratio	Included	Included
YZ_01	Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Rear Driver Door: reverse opening rear passenger doors
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
- Door Handles: black
- Front And Rear Bumpers: black front and rear bumpers with black rub strip
- Rear Step Bumper: rear step bumper
- Front Tow Hooks: 2 front tow hooks
- Front License Plate Bracket: front license plate bracket
- Bed Liner: bed liner
- Box Style: regular
- Integrated Storage: pickup integrated storage
- Body Material: aluminum body material
- : class IV trailering with harness, hitch, brake controller
- Grille: black grille

Convenience Features:

- Air Conditioning manual air conditioning
- Air Filter: air filter
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with driver and passenger 1-touch down
- Remote Keyless Entry: keyfob (front doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Remote Engine Start: remote start - smart device only (subscription required)
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Emergency SOS: SYNC 4 911 Assist emergency communication system
- Front Cupholder: front and rear cupholders
- Overhead Console: mini overhead console with storage
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Dashboard Storage: dashboard storage
- Interior Concealed Storage: interior concealed storage
- IP Storage: bin instrument-panel storage
- Retained Accessory Power: retained accessory power

Entertainment Features:

- radio AM/FM stereo with seek-scan
- Radio Data System: radio data system
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- Internet Access: FordPass Connect 5G internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type delay-off reflector LED low/high beam headlamps
- Auto-Dimming Headlights: Auto High Beam auto high-beam headlights
- Cab Clearance Lights: cargo bed light
- Front Wipers: variable intermittent wipers
- Tinted Windows: light-tinted windows
- Dome Light: dome light with fade

Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Voltometer: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger se

Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 400-hp, 3.5-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

STAFF REPORT
3/12/2025

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Award Amendment No. 2 to Vintage Associates, Inc for Landscape Maintenance Services for Grapefruit Blvd Medians and Parkway Project No. 121421; increasing term of agreement by one-year and compensation by $71,780.70.

STAFF RECOMMENDATION:

Award Amendment No. 2 to Vintage Associates, Inc for Landscape Maintenance Services for Grapefruit Blvd Medians and Parkway Project No. 121421; increasing term of agreement by one year and compensation by $71,780.70.

EXECUTIVE SUMMARY:

The City published a Request for Proposals ("RFP") for Landscape Maintenance Services for Grapefruit Blvd Medians and Parkway. This RFP closed on January 12, 2022 and in February 2022 was awarded to Vintage Associates, Inc. The original award was for a two-year term for $135,240.00 and allowed for two additional one-year terms with annual increases based on Consumer Price Index (CPI). On June 12, 2024, staff awarded Vintage Associates, Inc Amendment No. 1 increasing their term for one additional year.

Staff is recommending award of Amendment No. 2 extending the term of the agreement for the second one-year term extension; CPI from January 2024-January 2025 was 3%. This additional one-year term extension would increase the contract amount by $71,780.70 (includes a 3% CPI increase); the new total compensation for the four year contract would now reflect a total not to exceed amount of $274,640.70.

FISCAL IMPACT:

The recommended action will not have a fiscal impact as it is budgeted in the existing budget.

Attachments:

Proposed Amendment

Amendment No. 2 to the Maintenance Services Agreement Between the City of Coachella and Vintage Landscape Project No. 121421

2. Parties And Date.

This Amendment No. 2 to the Maintenance Services Agreement ("Amendment No.2") is made and entered into this 12th day of March, 2025 by and between the City of Coachella ("City") and Vintage Landscape, ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No.2.

2. Recitals.

2.2 Agreement. City and Contractor entered into that certain Agreement for Landscape Maintenance Service for Grapefruit Blvd Median and Parkway Project No. 121421 ("Agreement"), entered into on February 9, 2022 and Amended for the first time on June 12, 2024.

2.2 Amendment. City and Contractor desire to amend the Agreement for the second time to amend the term of the Agreement as set forth in this Amendment No. 2.

3. Amendments.

3.1. Compensation. Section 3.1.2 and 3.3.1, of the Agreement are hereby deleted in their entirety and replaced with the following:

> 3.1.2 Term. The term of the Agreement shall be from February 14, 2022 to February 13, 2026, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two additional one-year terms. Contractor shall complete the Services within the term of the Agreement, and shall meet any other established schedules and deadlines. The Parties may be mutual written consent extend the term of this Agreement if necessary to complete the Services
>
> 3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **two hundred seventy-four thousand and six-hundred forty dollars and seventy cents ($274,640.70) without written approval of City's City Council**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Exhibit C. Exhibit C are hereby deleted and replaced with a revised Exhibit C attached hereto.

3.3 Continuing Effect of Agreement. Except as amended by this Amendment No.2, all

provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No.2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No.2.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No.2.

3.5 Counterparts. This Amendment No.2 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment. No. 2 as of the date first written above.

THE CITY OF COACHELLA

By:
_____
William B. Pattison, Jr.
City Manager

Attest:

_____
City Clerk

Approved as to Form:

_____
BB&K, City Attorney

VINTAGE LANDSCAPE

By:_____

EXHIBIT "C"

COMPENSATION

- Monthly = $5,201.50
- Annual = $62,418.00 + 15% contingency = NTE $71,780.70
- Four Year Term NTE = $274,640.70

STAFF REPORT
3/12/2025

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Director of Economic Development

SUBJECT: Adopt Resolution No. 2025-12 Authorizing the Mayor, or their Designee(s), to Submit an Application to the California Department of Housing and Community Development for Funding Under the Home Investment Partnerships Program; and if Selected, the Execution of a Standard Agreement, Any Amendments Thereto, and of Any Related Documents Necessary to Participate in the Home Investment Partnerships Program

---

STAFF RECOMMENDATION:

Staff recommends that the City Council consider adopting Resolution No. 2025-2012 authorizing the Mayor, or their designee(s), to submit an application to the California Department of Housing and Community Development for funding under the Home Investment Partnerships Program; and if selected, the execution of a standard agreement, any amendments thereto, and of any related documents necessary to participate in the Home Investment Partnerships Program.

BACKGROUND:

On December 30, 2024, the California Department of Housing and Community Development announced the release of the Notice of Funding Availability (NOFA) for the Home Investment Partnerships Program. To be considered for HOME funding, Applicants must submit a complete application for each HOME project activity and/or program activity through a main application with required documentation via the eCivis Grants Management System ("GMS") Portal only. For cities, counties, CHDOs, and Developers, each completed application package must be submitted no later than 5:00 P.M. Pacific Daylight Time (PDT) on May 22, 2025.

HOME is the largest Federal block grant to State and local governments designed exclusively to create affordable housing for low-income households. These Participating Jurisdictions (PJs) often work in partnership with local nonprofit groups called Community Housing Development Organizations (CHDOs) to fund a wide range of activities that build, buy, and/or rehabilitate affordable housing for rent, homeownership or provide direct rental assistance to low-income people. The County of Riverside has been an active participant since the inception of the HOME Program in 1992. The program's flexibility allows local governments to use HOME PI funds for loans. The City of Coachella currently participates in the County's Urban County Program, which allows the County to manage Community Development Block Grant (CDBG) and HOME

Investment Partnerships Program funds on the City's behalf.

The County of Riverside Housing and Workforce Solutions has the capacity to administer the City's HOME program income funds and assume full responsibility for all required reporting to the California Department of Housing and Community Development (HCD). This arrangement would streamline project management and ensure compliance with State reporting requirements. This option would require for the City to enter into a formal partnership with the County through a Memorandum of Understanding (MOU) to define the roles and responsibilities of both parties in administering projects funded with HOME program income funds.

DISCUSSION/ANALYSIS:

On February 12, 2025, the City Council approved the authorization for the City Manager to enter into an agreement with the County of Riverside Housing and Workforce Solutions for $1,610,000 to administer the HOME Program Income funds for the development of 24 single-family detached homes through the Coachella Valley Housing Coalition. These lots are located in the existing Mariposa Point single family subdivision in the City of Coachella. The project will allow the City to provide much-needed homeownership opportunities for low-income residents.

Adopting the proposed resolution grants the City Manager the authority to submit the HOME application on behalf of the City and to execute all necessary agreements. This delegation of authority is required by HCD to ensure timely implementation of the program.

FISCAL IMPACT:

The City's HOME Program Income fund balance is $1,786,611 and will draw down $1,610,000 and the City will retain $176,611.

ALTERNATIVES:

1. Adopt Resolution No. 2025-12 Authorizing the Mayor, or their Designee(s), to Submit an Application to the California Department of Housing and Community Development for Funding Under the Home Investment Partnerships Program; and if Selected, the Execution of a Standard Agreement, Any Amendments Thereto, and of Any Related Documents Necessary to Participate in the Home Investment Partnerships Program

2. Not Adopt Resolution No. 2025-12 Authorizing the Mayor, or their Designee(s), to Submit an Application to the California Department of Housing and Community Development for Funding Under the Home Investment Partnerships Program; and if Selected, the Execution of a Standard Agreement, Any Amendments Thereto, and of Any Related Documents Necessary to Participate in the Home Investment Partnerships Program

ATTACHMENTS:

Resolution No. 2025-12

RESOLUTION NO. 2025-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA AUTHORIZING THE MAYOR, OR THEIR DESIGNEE(S), TO SUBMIT AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM; AND IF SELECTED, THE EXECUTION OF A STANDARD AGREEMENT, ANY AMENDMENTS THERETO, AND OF ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE HOME INVESTMENT PARTNERSHIPS PROGRAM.

WHEREAS, The California Department of Housing and Community Development (the "Department") is authorized to allocate HOME Investment Partnerships Program ("HOME") funds made available from the U.S. Department of Housing and Urban Development ("HUD"). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200; and

WHEREAS, On December 30, 2024 the Department issued a Notice of Funding Availability announcing the availability of funds under the HOME program (the "NOFA").; and

WHEREAS, In response to that HOME NOFA, the City of Coachella a municipal corporation (the "Applicant"), wishes to apply to the Department for, and receive an allocation of, HOME funds.; and

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the City Council of the City of Coachella, as follows:

Section 1. In response to the above-referenced HOME NOFA, the Applicant shall submit an application to the Department to participate in the HOME program and for an allocation of funds not to exceed One Million, Six Hundred Ten Thousand Dollars ($1,610,000) for the following activities and/or programs:

Funds will be used to enter into an agreement with the County of Riverside Housing and Workforce Solutions to administer the program funds for the development of 24 single-family detached homes through Coachella Valley Housing Coalition for low-income, first-time homebuyer households to be located in the City of Coachella.

Section 2. CEQA. If the application for funding is approved, then the Applicant hereby agrees to use the HOME funds for eligible activities in the manner presented in its application HOME Authorizing Resolution Instructions and Template effective 1/29/2024 as approved by the Department in accordance with the statutes and regulations cited above. The Applicant will also execute a Standard Agreement, any amendments thereto, and any and all other

documents or instruments necessary or required by the Department or HUD for participation in the HOME program (collectively, the required documents).

Section 3. The Applicant authorizes the Mayor or their designee(s) to execute, in the name of the Applicant, the HOME Standard Agreement. [1, 2, 3]

Section 4. The Applicant authorizes the Mayor or their designee(s) to execute, in the name of the Applicant, all other required documents. [2, 3, 4]

Footnotes:

1. For cities, this must be the Mayor or Mayor pro tempore unless there's a city ordinance authorizing/designating a different officer to sign contracts on behalf of the city.
2. For counties, cities, and Native American Entities applying for Program Activities, the Department recommends that only titles, without names, be inserted in Sections 3 and 4 above, to avoid the need for an additional authorizing resolution whenever a personnel change occurs.
3. For CHDOs, developers, and Native American Entities applying for Project Activities as a developer, both a title and name must be included. CHDOs must also provide both for Program Activities.
4. Section 4 above is for all applicants who desire that a different, or additional signatories, be authorized to sign documents other than the HOME Standard Agreement.

PASSED, APPROVED and **ADOPTED** this 12th day of March, 2025.

_____
Steven A. Hernandez
Mayor

ATTEST:

_____
Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

_____
Ryan Guiboa
City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF COACHELLA)

I HEREBY CERTIFY that the foregoing Resolution No. 2025-12 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 12th day of March, 2025, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Delia Granados
Deputy City Clerk

STAFF REPORT
3/12/2025

TO: Honorable Mayor and City Council Members

FROM: Jaime Arroyo, Grants Manager

SUBJECT: Authorize a Community-Based Grant to the Shay's Warriors Life After Cancer in the Amount of $1,000 to Support its CONNECTION Series Program

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STAFF RECOMMENDATION:

Staff recommends that the City Council consider awarding a Community-Based Grant to the Shay's Warriors Life After Cancer in the amount of $1,000 to support its CONNECTION Series Program.

BACKGROUND:

Shay's Warriors Life After Cancer was formed in the Coachella Valley to help the cancer survivorship community. Over time, they have developed a community for men and women to share their experiences and support each other in overcoming the trauma and post-traumatic stress disorder from cancer, whether after treatment or during ongoing diagnosis, with those who truly understand. Shay's vision centers on the belief that no cancer survivor should lack ongoing support from a community that understands and helps each other in the healing process. Their mission is to inspire, inform, empower and heal cancer survivors and their families through health, fitness and the mind-body connection.

DISCUSSION/ANALYSIS:

Shay's Warriors was established in hopes of providing a healthy, inspiring, and safe space for all cancer survivors to thrive and connect. This includes Coachella residents of all age groups and genders who are cancer survivors. By helping survivors move forward in healing, both emotionally and physically, Shay's has created a supportive community throughout the Coachella Valley. The funding requested would go towards supporting the Shay's Warriors' CONNECTION series. This series includes "Coffee & Connection," various get-togethers that take place the first Saturday of every month where survivors take part in early morning activities, such as hiking, running, yoga, etc. and afterwards, are provided coffee courtesy of Shay's Warriors. Through this series, cancer survivors are able to connect and share with others who understand what they are going through.

ALTERNATIVES:

1. Award a Community Based Grant in the amount of $1,000

2. Do not award a Community Based Grant

FISCAL IMPACT:

Should the City Council approve the staff recommendation, the Community-Based Grant Program account will be reduced by $1,000.

ATTACHMENT(S):

CBG Application Packet

Docusign Envelope ID: D3A9A055-8579-4699-B01A-43ABA69B21AA

CITY OF COACHELLA, CA
COMMUNITY BASED GRANT PROGRAM
APPLICATION FOR FUNDS REQUEST

Please Type Information and Print
Information entered in the provided spaces cannot be saved.

(Attach additional pages as needed, however applicants are encouraged to be brief.)

1. **Application Funding Cycle:** **Date:** 12/11/2024

   July 1, 20 24 **- June 30, 20** 25

2. **Total Amount Requested:** **$** 1000.00

   If requesting waiver of City fees or charges, please indicate the City service for which the waiver is being requested.

3. **Proposed Program/Service of Funding Request:**

   Our cancer survivorship monthly recurring programming and services/

4. **Agency/Organization:**
   Shay's Warriors Life after Cancer
5. **Mailing Address:**
   42215 Washington Street, Ste A380
   City: Palm Des **Zip:** 92211
6. **Telephone:** (760) 895-1705

   Fax:

7. **Official Contact Person:**
   Name: Shay Moraga

   Title: Executive Director

   Telephone: (760) 895-1705

   Fax:

   E-mail: donate@shayswarriors.org

Docusign Envelope ID: D3A9A055-8579-4699-B01A-43ABA69B21AA

8. **Does this organization have a non-profit status with the Internal Revenue Service (IRS)?** ☐
   Yes ☑ **No** ☐ **(Attach documentation)**

9. **How long has this organization been in existence?**
   Since November 2018

10. **Has the organization previously received funding from the City of Coachella?**
    ☐ **Yes** ☑ **No**
    If yes, please identify the program/service, total prior grant allocation, and the fiscal year in which the funds were received.

11. **Is this request for a** ☐ **New or** ☑ **Existing program/service within the City?**

12. **What is the anticipated time frame to provide the proposed program/service and the expenditure of the requested funds?**
    6 months

13. **Describe briefly how the requested funds will be used.**
    We will use the funds for our CONNECTION series includes "Coffee & Connection" where survivors get together for early morning activities (hiking, running, yoga, etc.) followed by coffee on us!

14. **Will the program/service require additional funding sources? If so, identify all funding sources and provide the steps taken to acquire funding.**
    Yes, we actively work to raise funds including;
    Fundraising Private Donations
    Grants Merchandise

15. **If the program/service is planned to continue beyond the period provided by this grant, what funding plans are there to sustain the program/service?**
    Our entire voluntary Board of Directors and our volunteers work to raise funds throughout the year.

16. **How will the proposed program/service serve City of Coachella residents? Will the proposed program/service also serve non-Coachella residents? Please describe.**
    We serve Coachella residents who are cancer survivors through helping move forward in healing emotionally and physically, while providing a supportive community of others who have lived and understand their journey.

17. **Describe the characteristics of the clients the proposed program/service anticipates to serve (i.e. age group, gender, income level, ethnicity, etc.)**
    All age groups, genders, income levels and ethnicity are impacted by cancer.

18. **Attach a proposed budget for requested funds.**

Authorized Official: Shay Moraga **Title:** Executive Director

Signature: Signed by: 9BC0F9AAEAEF4CA... **Date:** 2/19/2025

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAR 13 2019

SHAYS WARRIORS
42-215 WASHINGTON STREET STE A389
PALM DESERT, CA 92211-0000

Employer Identification Number:
83-3466948
DLN:
26053439009229
Contact Person:
CUSTOMER SERVICE
ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Form 990-PF Required:
Yes
Effective Date of Exemption:
November 26, 2018
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a private foundation within the meaning of Section 509(a).

You're required to file Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation, annually, whether or not you have income or activity during the year. If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PF" in the search bar to view Publication 4221-PF, Compliance Guide for 501(c)(3) Private Foundations, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 1076

SHAYS WARRIORS

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements

Shay's Warriors Life After Cancer CONNECTION
Budget 2024-2025

REVENUE	PROGRAMS
	C&C
General Donations/Partnerships (Indiv or Corporate, incl in kind)	$29,100
Direct Sponsorships	$7,400
Grants	$8,500
Fiscal Year Revenue	**$ 45,000**
EXPENSES	
	C&C
Decor/Supplies/Other	$80
Food & Beverage	$2,640
Gifts/Attendee Swag	$1,200
Printing/Copying (general printing, not adv)	$80
Professional Fees - Programming	$41,000
Fiscal Year Expenses	**$ 4,000**

NET PROFIT/LOSS	**$ 41,000**

Jaime Arroyo

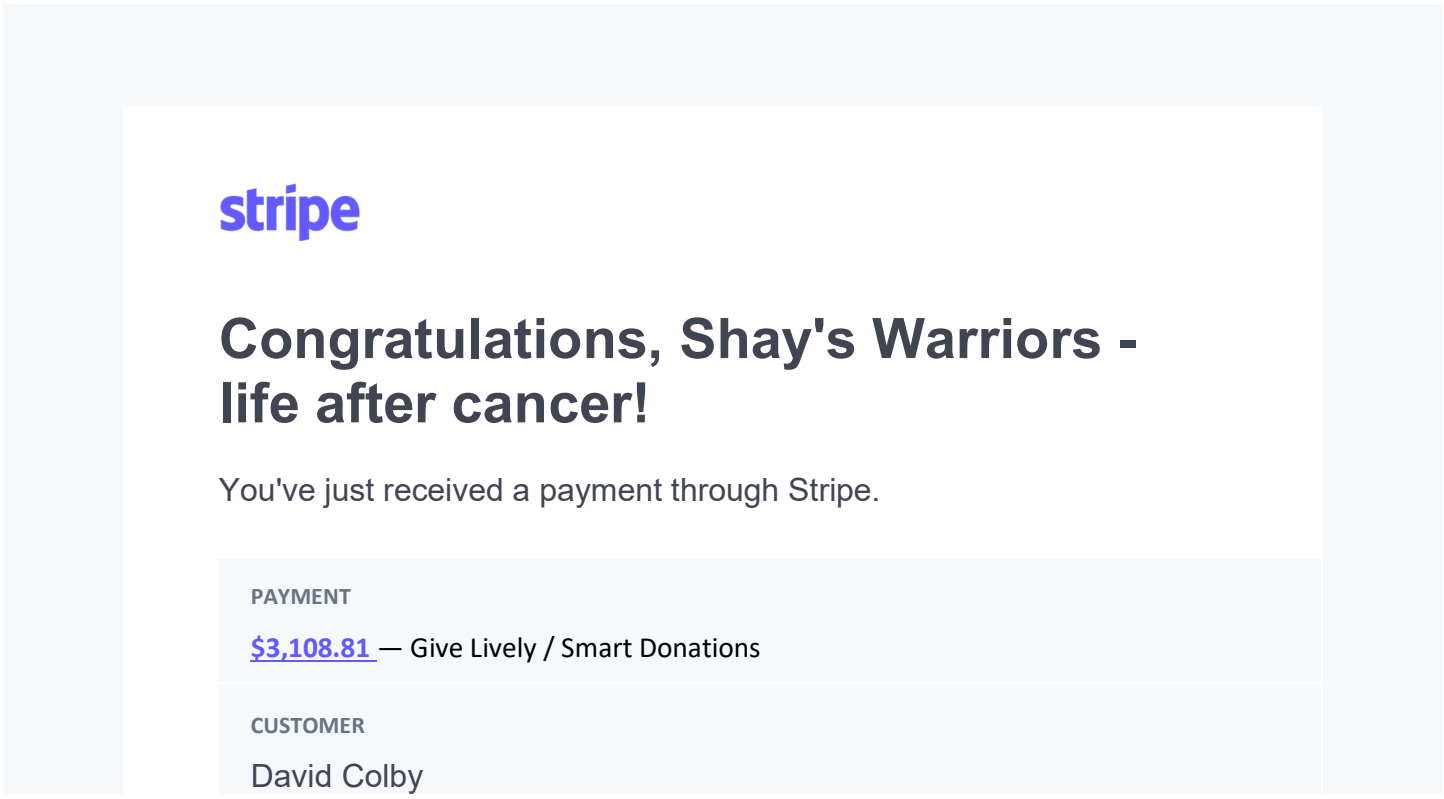
From: Donate Warrior <donate@shayswarriors.org>
Sent: March 03 25 12:48 PM
To: Jaime Arroyo
Subject: Re: City of Coachella Community Based Grant Program Application

hi Jaime

thank you. Will you accept the below donation made?

thank you
Awesome

---------- Forwarded message ---------
From: **Stripe** <notifications@stripe.com>
Date: Fri, Feb 7, 2025 at 4:20 PM
Subject: Payment of $3,108.81 from David Colby for Shay's Warriors - life after cancer



Shay's Warriors - Life After Cancer
Visit our Website - connect with our community

Mailing: 42-215 Washington Street, Suite A389 - Palm Desert - CA - 92211
Office: (760) 895-1705

STAFF REPORT
3/12/2025

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Director of Economic Development

SUBJECT: Adopt Ordinance No. 1222 Enacting Updated Regulations for Short-Term Vacation Rentals in the City of Coachella.

STAFF RECOMMENDATION:

Adopt Ordinance No. 1222 an ordinance of the City Council of the City of Coachella amending chapter 5.80 ("Regulation of Short-Term Vacation Rentals") of Title 5 ("Business Licenses and Regulations") of the Coachella Municipal Code to amend and update the City's regulations of short-term vacation rentals.

BACKGROUND:

At the July 10, 2024 Study Session, the City Council discussed potential amendments to the City's short-term vacation rental regulations and directed staff to return with an ordinance providing updates to those regulations. At the City Council meeting of February 26, 2025, the City Council introduced and waived further reading of Ordinance No. 1222.

DISCUSSION/ANALYSIS:

Per the Council's direction, staff drafted the attached ordinance for their consideration. Many of the amendments are simply technical updates to clarify existing terms. However, a number of policy amendments were made as well, which are summarized in more detail in the Council staff report from February 26, 2025.

At the City Council meeting of February 26, 2025 the Council voted to introduce Ordinance No. 1222 and staff is now bringing back this ordinance for adoption at this City Council meeting of March 12, 2025.

FISCAL IMPACT:

None.

ALTERNATIVES:

The City Council has the following alternatives to consider:

1. Adopt Ordinance No. 1222;
2. Provide alternate direction to staff.

ATTACHMENTS:

1. Ordinance No. 1222
2. Map of Short-Term Vacation Rentals by Neighborhood

ORDINANCE NO. 1222

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AMENDING CHAPTER 5.80 ("REGULATION OF SHORT-TERM VACATION RENTALS") OF TITLE 5 ("BUSINESS LICENSES AND REGULATIONS") OF THE COACHELLA MUNICIPAL CODE TO AMEND AND UPDATE THE CITY'S REGULATIONS OF SHORT-TERM VACATION RENTALS.

WHEREAS, pursuant to Chapter 5.80 of Title 5 of the Coachella Municipal Code (C.M.C. §§5.80.005 through 5.80.160), the City currently licenses owners of certain residential dwelling units within the City to lease all or some of their property as short-term vacation rentals, for a term of 30 or fewer consecutive days, subject to those conditions and regulations as provided in Chapter 5.80; and

WHEREAS, at a duly noticed public meeting on November 29, 2023, the City of Coachella Planning Commission discussed various policy issues regarding short-term vacation rentals in the City and potential amendments to the City's short-term vacation rental regulations which recommendations were forwarded on to the City Council; and

WHEREAS, at a duly noticed public Study Session on July 10, 2024, the City Council discussed policy issues and potential amendments to the City's short-term vacation rental regulations; and

WHEREAS, as part of discussions with residents and interested parties in the City, the City Council hereby adopts these amendments to the City's regulations for short-term vacation rentals.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. AMENDMENT TO MUNICIPAL CODE. Chapter 5.80 of Title 5 of the Coachella Municipal Code is hereby amended to read as follows:

(Note: ~~strikeout~~ is deleted text and **bold underlined** is new text)

"Title 5 Business Licenses and Regulations

Chapter 5.80 Regulation of Short-Term Vacation Rentals

Section 5.80.005. Purpose.

A. The purpose of this chapter is to establish regulations for the use of privately owned residential dwelling units as short term vacation rentals to minimize secondary impacts of such uses on surrounding residential neighborhoods **and** to ensure the collection and payment of transient occupancy taxes.

B. This chapter is not intended to provide any owner of residential property with the right or privilege to violate any private conditions, covenants and restrictions applicable to the owner's property that may prohibit the use of such owner's residential property for short term rental purposes as defined in this chapter.

Section 5.80.010. Definitions.

The definitions set forth in this section shall govern the meaning and construction of the words and phrases used in this chapter, except where the context of such words and phrases clearly indicates a different meaning or construction.

"Agent" means a person or entity, who does not hold any interest in the property and who has authority to act on behalf of the owner pursuant to Section 5.80.040.

"Annual permit" means an annual permit issued by the city to allow an owner to rent a short term vacation rental pursuant to the regulations contained in this chapter. An annual permit shall have a term of one (1) year from issuance and then must be renewed as provided herein.

"Bedroom" shall mean a~~n area of~~ **room within a** short-term vacation rental ~~normally occupied and being heated or cooled by any equipment for human habitation, which consists of four walls to the ceiling, at least one of which is located along an exterior wall with a window, and contains a built-in closet~~ **designed primarily for sleeping purposes that meets the definition of the applicable California Building, Housing and related Codes currently adopted by the City**.

"Good neighbor guidelines" means a document or documents prepared by the city that summarizes the general rules of conduct, consideration, and respect, including, without limitation, provisions of this Code and other applicable laws, rules or regulations pertaining to the use and occupancy of short-term vacation rentals.

"Hosting platform" or "hosting site" means a person or entity who participates in leasing short-term vacation rentals by collecting or receiving a fee, directly or indirectly through an agent or intermediary, for conducting a booking transaction using any medium of facilitation. Examples include, but are not limited to, VRBO.com, Airbnb.com, homestay.com and other internet and non-internet based services that facilitate bookings for a fee.

"Owner of a short-term vacation rental" **or "owner"** shall mean the person(s) **or** entity(ies) that hold(s) **record** legal and or equitable title to the subject short term vacation rental.

~~As used in this chapter, the term "owner" shall include owner's authorized representative or agent as set forth in Section 5.80.040.~~

"Responsible party" means the lessee of a short-term vacation rental property, as set forth in any rental oral or written contract.

"Seasonal permit" means a limited-time permit issued by the city to allow an owner to rent a short term vacation rental at the owner's primary residence pursuant to the regulations contained in this chapter. A seasonal permit shall have a limited term from March 1 to June 1 in any year and shall not allow renting of the subject short term vacation rental during any other time of year. A seasonal permit then must be renewed as provided herein to be used during the limited time period in a subsequent year.

"Short-term vacation rental" shall mean a "dwelling unit" **in a residential property** as defined by the city's zoning ordinance**, or any portion thereof,** that is rented by the owner to another party for a period of not more than thirty (30) consecutive days in exchange for any form of monetary or non-monetary consideration such as but not limited to trade, fee, swap or any other **means** lieu of cash payments. **A hotel or motel room, porch, canopy, tent, "pop-up", or other structure that is not a "dwelling unit", shall not constitute a short-term vacation rental.**

Section 5.80.020. Administration.

The provisions of this chapter shall be administered by **the** finance director or such other city employee as may be designated by the city manager, hereinafter referred to as the "permit administrator". In order to facilitate orderly administration of this chapter, the permit administrator shall have the authority to make interpretations and to promulgate administrative regulations consistent with the provisions of this chapter for the purpose of interpreting, clarifying, carrying out, furthering and enforcing the requirements and provision**s** of this chapter. A copy of such administrati**ve**~~on~~ regulations shall be on file in the office of the city clerk.

Section 5.80.030. Permit requirement.

A. No owner of a short-term vacation rental shall rent, offer to rent, or advertise for rent the short-term vacation rental to another person without a **valid and active annual or seasonal** permit approved and issued in the manner provided for by this chapter. ~~The~~ **Annual** permit**s** shall **have a term of one year from issuance and shall** be required to be renewed on an annual basis in order to remain valid **and active. Seasonal permits shall have a limited term from March 1 to June 1 of the year of issuance. Permits are non-transferrable. The permit shall be conspicuously posted inside the short-term vacation rental and, as set forth in Section 5.80.050, the City permit number shall be included on all advertisements or solicitations for the short-term vacation rental, including, but not limited to hosting sites, websites, social media postings, emails, and print advertisements.**

B. No person shall rent, offer to rent, or advertise for rent a balcony, patio, **porch, canopy, tent** or other outdoor area of a short-term vacation rental **property**

("outdoor area") if such rental does not occur in connection with the rental of the ~~remaining~~ residence or dwelling unit**, or indoor portion thereof,** to which the outdoor area is attached.

C. No owner may hold more than five permits of any kind at any one time, except that an owner holding more than five permits as of April 1, 2025, may renew those permits unless they have been revoked or not renewed. This limit shall apply collectively to any corporation, partnership, limited liability company or business entity holding a permit as an owner under this Chapter and to any other corporation, partnership, limited liability company or business entity which is established by, owned by, controlled by, or otherwise affiliated with the permit holder. For example, if a corporation that holds five legal permits under this Chapter forms another business entity, that new business entity may not obtain a permit under this Chapter due to the collective limit already being reached.

D. The City many not issue annual permits to more than twenty percent (20%) of the residential dwelling units located within any neighborhood of the City.

1. For purposes of this subsection, a "neighborhood" shall be that area identified in a final recorded subdivision map as being in that neighborhood. If there is no final recorded subdivision map for a particular neighborhood, it shall be defined as the area identified in the official neighborhood map of the city.

2. If annual permits have already been issued to more than twenty percent (20%) of the residential dwelling units located within a particular neighborhood, the city shall issue no further annual permits for short term vacation rentals in that neighborhood until sufficient annual permits have expired or have been revoked to reduce the total of issued annual permits below this twenty percent (20%) limit.

3. This limit shall not apply to the issuance of seasonal permits, provided the owner otherwise meets the applicable requirements of this chapter.

~~C~~**E**. No person shall rent, offer to rent, or advertise for rent a dwelling unit, or any portion thereof, as a short-term vacation rental to any partnership, corporation, limited liability company, commercial enterprise, or similar entity.

~~D~~**F**. No person who has rented a short-term vacation rental shall sublease such dwelling unit, or any portion thereof, to any other person or entity.

~~E~~**G**. No person shall charge a**n admission** fee or request or require a donation for entrance into any short-term vacation rental**, independent of the lawful charges and fees for renting the short-term vacation rental**.

Section 5.80.040. Authorized agent or representative.

A. An owner may authorize an agent ~~or a representative~~ to comply with the requirements of this chapter on behalf of the owner. ~~("agent")~~

B. The owner shall give prior written notice to the city of any grant of such authority, including the identity and contact information for the agent. The owner shall promptly give the city written notice of any change to any such grant of authority.

~~B~~**C**. Notwithstanding subsection (A), the owner of the short-term vacation rental is responsible for compliance with the provisions of this chapter and the owner shall not be relieved from any personal responsibility and/or personal liability for non-compliance with any applicable law, rule or regulation pertaining to the use and occupancy of the subject short-term vacation rental ~~unit~~, regardless of whether such non-compliance was committed by the owner's ~~authorized~~ agent ~~or representative~~**, a responsible party,** or the occupants of the owner's **short-term** vacation rental ~~unit~~ or their guests. Failure of an agent to comply with this chapter shall be deemed non-compliance by the owner.

Section 5.80.050. Advertising shall include permit number.

A. No person shall offer to rent or advertise for rent a short-term vacation rental without including in the offer or advertisement (whether the advertisement is **via** web**site** ~~based~~, **hosting sites, social media posting, e-mail,** print media, radio and/or television) the city permit number applicable to the property**.** ~~in the form "Coachella Permit No._____."~~ If the offer to rent or advertisement contains different sizes of type or fonts, the permit number shall be printed in the same size type as the large type used in the main body of the offer or advertisement. In the case of audio-only advertising, the city permit number shall be read as part of the advertising.

B. Any person advertising or causing the advertisement of a short-term vacation rental that contains information regarding the maximum **overnight** occupancy of the short-term vacation rental, shall advertise only the overnight maximum occupancy limit as set forth in the permit issued pursuant to this chapter.

Section 5.80.060. Short-term vacation rental permit applications.

A. The owner or the owner's agent shall submit an application for a **new or renewed** short-term vacation rental permit required by this chapter in a form required by the city and shall contain the following information and/or documents:

1. The name, address, and telephone number of the owner of the subject short-term vacation rental ~~unit~~.

2. The name, address, and telephone number of the owner's ~~authorized~~ agent ~~or representative~~ **for the subject short-term vacation rental**, if any.

3. ~~The name, address, and 24-hour telephone number of the local contact person or agent of the owner who is available twenty-four (24) hours per day, seven days per week for the purpose of responding in-person within forty-five (45) minutes to complaints regarding the occupancy, condition, operation, conduct or use of the short-term vacation rental as well as undertaking remedial action to resolve any such complaints and/or correct any violations ("local contact person").~~ **The type of permit sought (annual or seasonal).**

~~4. Verification that the local contact person can respond in-person to the site of the short-term vacation rental unit within forty-five (45) minutes.~~

~~5~~**4**. The address of the proposed short-term vacation rental unit.

~~6~~**5**. The number of bedrooms in the short-term vacation rental unit.

~~7~~**6**. A nuisance response plan containing the information required by this chapter.

~~8~~**7**. A copy of owner's transient occupancy registration certificate and city business license.

8. An agreement in a form approved by the city and signed by the owner, whereby the owner agrees to hold harmless and indemnify the city for any actual or alleged liability arising out of conduct occurring at or rental of a short-term vacation rental.

9. An insurance certificate or other written proof of not less than $1,000,000 comprehensive general liability insurance coverage in compliance with subsection .100(R) herein, to insure against claims or injuries to persons or damages to property which may arise from or in connection with conduct occurring at or rental of a short term vacation rental.

10. Such other information as the permit administrator deems reasonably necessary to administer this chapter.

B. **Application Fee.** The permit application and ~~annual~~ renewal applications shall be accompanied by an application fee in the amount established by resolution of the city council. ~~Payment of t~~**T**he renewal fee shall be paid before a permit may be approved and before the short-term vacation rental ~~unit~~ may be subsequently rented. **The fee shall be non-refundable and shall be sufficient to allow for comprehensive and complete enforcement of the regulations in this chapter.**

C. **If an owner submits a renewal application with the city prior to the permit's expiration date, the permit shall remain valid until the city renders a decision on the permit renewal. Any renewal of an annual permit shall have a term of one (1) year following the date of expiration of the prior permit. Any**

renewal of a seasonal permit shall have a term from March 1 through June 1 for the upcoming year. If an owner seeking renewal of a permit fails to provide all required application information to the city within thirty (30) days following written demand by the city, the application for renewal shall be closed out, no permit renewal shall be issued, and the owner shall be required to submit a new application and fee to the city to seek a new permit.

~~C~~**D**. **Change in Ownership.** ~~Within fourteen (14) days of~~ **Upon** a change of property ownership, ~~change of owner's agent or representative, or any other change in material facts pertaining to the information contained in the application~~, the **permit shall automatically expire and the successor** owner or **successor** owner's ~~authorized~~ agent ~~or representative~~ shall submit an application for a new permit, which must be obtained prior to continuing to rent the subject ~~unit~~ **property** as a short-term vacation rental. **A change in ownership of a business entity that owns a short-term vacation rental property which is subject to property tax reassessment constitutes a change of ownership for the purposes of this provision and results in the expiration of the permit. Notwithstanding the above, a change of short-term vacation-rental ownership between family members or among spouses, including as a result of death or divorce or transfer to a personal or family trust, shall not result in expiration of a permit. "Family members" shall mean spouses, as well as biological or adopted children, parents, brothers/sisters, grandparents, grandchildren, uncles, aunts, nephews or nieces of the owner. An owner shall notify the City in writing of any change in ownership, whether or not resulting in expiration of the permit, not later than fourteen (14) days after the change.**

Section 5.80.070. Content of nuisance response plans.

A. Each nuisance response plan accompanying an application for a permit required by this chapter shall contain the following information and otherwise be in a form required by the permit administrator.

1. The mailing address and telephone number of the owner or owners of the residential dwelling unit ~~or units~~ to be used as a short-term vacation rental pursuant to the permit;

2. The name, address and telephone number of the local contact person or persons who ~~is~~ **will be** available in person and by telephone **24 hours per day**, and who will be responsible for responding to or causing a prompt response **to a phone call by Code Enforcement within 15 minutes and** within forty-five (45) minutes **in person at the rental location** to a nuisance or other complaint arising out of the occupancy, condition, operation or use of the short-term rental(s) by **responsible parties,** ~~tenants~~ **occupants**, ~~their visitors~~ and/or their guests and~~/or~~ **for** undertaking remedial action to resolve any such nuisance or other complaint or correct a violation.

~~a. No more than a total of three local contact persons shall be designated in the response plan; and~~

~~b. Only one such person shall be designated as the person responsible for responding to a nuisance or other complaint during any particular hours of the day, different days in a week, and/or different weeks of the year.~~

~~B. The manner of responding to or causing a response to a nuisance complaint, including but not limited to the manner in which the complainant or complainants will be notified of the response and the method of documenting prompt responses and timely corrective action.~~

~~C~~**B**. The manner of assuring timely corrective action to remedy the conditions that caused the nuisance or other complaint. For the purposes of this chapter, "timely corrective action" shall include, at a minimum, a telephone call to the ~~primary occupant of the short-term vacation rental~~ **responsible party** within fifteen (15) minutes of being informed **by the City** of the ~~initial~~ nuisance or other complaint;

~~D. The proposed maximum number of overnight occupants, with supporting documentation identifying unusual size, interior layout, parking or other physical characteristics, if any, that support a request for occupancy greater than two persons plus two persons per bedroom.~~

Section 5.80.080. Amendment of response plans.

At any time following the issuance of a permit required by this chapter, the owner of the short-term vacation rental being operated pursuant to such permit may change the content of the nuisance response plan ~~approved incident to the issuance of the permit~~ by filing an amended response plan with the permit administrator. Such amended response plan shall contain all of the information and be in the form required by Section 5.80.070 of this chapter, and shall be accompanied by an amended response plan fee, if any, in an amount established by the resolution of the city council **to recover the costs of review and enforcement of the nuisance response plan**.

Section 5.80.090. Permit approval and issuance.

A. Upon receipt of an application for a permit required by this chapter, the permit administrator will review the application and supporting documents, and will approve and issue a permit to the owner of the property or properties that are the subject(s) of the application that authorizes the use and occupancy of such property as a short-term vacation rental if the permit administrator finds that the required application fee has been paid, the nuisance response plan submitted with the application conforms to the requirements of this chapter and the short-term vacation rental complies with the provisions of Section 5.80.100 of this chapter. Any permit issued shall contain on its face **its annual or seasonal status and** the overnight maximum occupancy limit as determined by Section 5.80.100 of this chapter.

B. An application may be denied if the applicant has had a prior short-term vacation rental application for the same unit revoked within the past twelve (12) calendar months. **An application for a new or renewed permit may also be denied if the owner has any unpaid city taxes or fines outstanding that the owner is responsible for, if all administrative appeals have been exhausted, unless the owner has entered into an agreement with the city for payment of said taxes or fines that allows renewal of a permit.**

~~C. In the event that a request is made by an applicant for increased overnight occupancy greater than the standard of two persons within each short-term vacation rental plus a number that will not exceed two persons per bedroom, as established by Section 5.80.100, the permit administrator may request an interior and/ or exterior site visit in order to verify the facts stated in the application and/ or may request additional written or photographic documentation from the owner. The owner shall be present during any site visit. The permit administrator's determination on an application for increased occupancy shall be final. No hearing shall be required or conducted. The permit administrator shall be afforded broad discretion with respect to applications for increased occupancy. This chapter shall not be interpreted to create a property interest in potential increased occupancy.~~

Section 5.80.100. Operational requirements and performance standards established.

A. Each owner, and each ~~tenant~~ **responsible party** or occupant of a short-term vacation rental, shall at all times comply with or cause compliance with the operational and performance standards applicable to short-term vacation rentals they own, lease or occupy, as established by this section.

B. The owner **and agent** shall ensure that the short-term vacation rental complies with all applicable codes regarding fire, building and safety, and all other relevant laws and ordinances.

C. The owner shall require the **responsible party** ~~primary overnight and daytime occupant of the short-term vacation rental~~ to be an adult twenty-one (21) years of age or older ~~("primary occupant")~~. The ~~primary occupant~~ **responsible party** shall provide a telephone number to the owner and shall be accessible to the owner by telephone at all times.

D. Prior to occupancy, the owner **or agent** shall obtain the name, address, and driver's license number or a copy of the passport of the ~~primary occupant of the short-term vacation rental~~ **responsible party**. **The owner or agent shall also provide to the responsible party a copy of the City's good neighbor guidelines.** The ~~primary occupant~~ **responsible party** is legally responsible for compliance of all occupants of the short-term vacation rental or their guests with all provisions of this chapter and/or the Coachella Municipal Code. This information shall be readily available upon request of any police officer or employee of the city authorized to enforce this chapter or state law.

E. The owner shall limit overnight occupancy of the short-term vacation rental to **the following:**

1. the ~~permitted number of occupants, with the~~ maximum number of overnight occupants ~~being two persons within each short-term vacation rental plus a number that will~~ **shall** not exceed two persons per bedroom **plus two additional persons** ~~within each short-term vacation rental ("overnight maximum occupancy limit")~~. The number of bedrooms in a short-term vacation rental shall be verified by the permit administrator using county assessor and/or city building records, prior to the issuance of a permit. ~~The permit administrator in his/ her discretion may, when unusual size, interior layout, parking or other physical characteristics are shown, approve a greater maximum number of overnight occupants.~~

2. Notwithstanding the above, the city may permit increased overnight occupancy greater than the limits above for single family residential lots that are at least one-half (1/2) acre in area. An owner whose lot meets this criterion may apply to the city for increased overnight occupancy greater than the limits set forth above. The permit administrator may request an interior and/or exterior site visit in order to verify the facts stated in the application and/or may request additional written or photographic documentation from the owner to support the application for increased overnight occupancy. The owner shall be present during any site visit. The permit administrator may allow the increased overnight occupancy if he or she determines that it will not cause undue negative effects or otherwise be detrimental to the surrounding neighborhood. The permit administrator may impose reasonable time limits and conditions of approval for the increased overnight occupancy. The permit administrator's determination on an application for increased overnight occupancy shall be final. No hearing shall be required or conducted. The permit administrator shall be afforded broad discretion with respect to applications for increased overnight occupancy.

F. During the hours of 10:00 p.m. through 8:00 a.m. of the following day, the short-term vacation rental shall not exceed the overnight maximum occupancy limit**, except as allowed by the permit administrator pursuant to subsection (E) above**.

G. Parking. One (1) vehicle per bedroom shall be permitted for the rented premises with a total maximum of four (4) vehicles on any rented premises. All vehicles of occupants of the short-term residential rental shall be parked only in an approved driveway or garage on the Premises. For purposes of this chapter, a "vehicle" shall include passenger cars, trucks, towing trailers, boats and off-road vehicles. Notwithstanding the above, the permit administrator may allow for additional parking on the rented premises

beyond these limits as part of an application for increased overnight occupancy under subsection (E) above.

~~G~~**H**. Trash and refuse shall not be left stored within public view, except in proper containers for the purpose of collection by the city's authorized waste hauler on scheduled trash collection days. The owner of the short-term vacation rental shall provide sufficient trash collection containers and service to meet the demand of the occupants. **No trash container shall be placed in or adjacent to a street or public right-of-way for collection service more than twenty-four (24) hours prior to the normal collection time. Containers shall be removed from, within or adjacent to the street or right-of-way within twenty-four (24) hours after collection.**

~~H~~**I**. ~~Prior to the occupancy of a~~ **A** short-term vacation rental **may be rented pursuant to either an oral or written agreement between** the owner **and the responsible party** ~~shall enter into a written rental agreement with the primary occupant~~.

1. Each written rental agreement for a short-term vacation rental shall include the following terms, notifications and disclosures, which shall also be posted in a conspicuous location inside the unit:

   a. The name, age, address of the ~~primary occupant~~ **responsible party** along with a copy of the ~~primary occupant's~~ **responsible party's** government issued identification;

   b. The maximum number of overnight occupants that are permitted pursuant to the overnight maximum occupancy limit set forth in the permit.

   c. A list containing the names of all guests that will occupy the short term vacation rental provided to the owner by the ~~primary occupant~~ **responsible party**, including a list of their vehicles by make and model and license plate numbers.

   d. An acknowledgment and agreement of the ~~primary occupant~~ **responsible party** that he or she is legally responsible for compliance of all occupants of the short-term vacation rental and their guests with all provisions of this chapter and/or the Coachella Municipal Code.

   e. Notification, acknowledgement and agreement of the ~~primary occupant~~ **responsible party** that failure to comply with the maximum **overnight** occupancy limit and/or **operational requirements in** the provisions of Section 5.80.100 and the subsequent refusal to comply with the instructions of the owner**,** **agent** and/or local contact person in order to remedy such violations, shall subject the ~~primary occupant~~ **responsible party** and his/her guests and/or other occupants to an immediate order to

vacate the short-term vacation rental by the owner or local contact person in accordance with the provisions contained within the rental agreement.

f. The trash pick-up day and applicable rules and regulations pertaining to leaving or storing trash or refuse on the exterior of the property.

g. Notification that the **responsible party and/or** occupant(s) may be cited or fined by the city and/or immediately evicted by the owner **or agent** pursuant to state law, in addition to any other remedies available at law, for creating a disturbance or for violating any provisions of this chapter.

h. Notification that failure to conform to the **overnight** occupancy requirements of the short-term vacation rental is a violation of this chapter.

i. Notification that amplified sound, including radios, televisions and other electronic devices are subject to the city's noise ordinance as set forth in Coachella Municipal Code Chapter 7.04.

j. A **notification about the** prohibition on illegal loud parties, along with notification of the city' s right to recover the costs of special enforcement needed to address certain loud parties under the circumstances described in Coachella Municipal Code Sections 7.05.010 through 7.05.060.

k. A **notification about the** requirement that the occupant(s) participate in neighborhood quiet hours by avoiding parties and loud social events between the hours of 10:00 p.m. and 8:00 a.m. **unless otherwise allowed by the permit administrator under subsection .100(E) of this chapter.**

l. The name of the ~~managing agency~~ **owner**, agent, ~~rental manager,~~ **or** local contact person, ~~or owner~~ of the short-term vacation rental, and a telephone number at which **each** ~~that party~~ may be reached at all times.

m. A copy of the ~~"~~good neighbor guidelines~~"~~ which may from time to time be prepared **and amended** by the permit administrator. These guidelines may include location - specific information, such as local speed limits.

n. Notification that the property is part of the city of Coachella's short-term vacation rental program.

o. A copy of this chapter of the Coachella Municipal Code, as it may be amended from time to time.

2. The **written** rental agreement and documentation of compliance with this ~~subparagraph~~ **subsection** (~~H~~**I**) shall be maintained by the owner and/or agent for a period of three years and be made readily available upon request of the permit administrator or any police officer or employee of the city authorized to enforce this chapter or state law.

~~I~~**J**. During the rental term of each short-term vacation rental, the **owner, agent or** local contact person shall be available by phone and in-person twenty-four (24) hours per day, seven days per week for the purpose of: (i) responding **to the city and to the responsible party** by telephone within fifteen (15) minutes of complaints regarding the occupancy, condition, operation or use of the short term vacation rental; (ii) responding in-person within forty-five (45) minutes to any additional or successive complaints regarding the occupancy, condition, operation or use short-term vacation rental; and (iii) taking action to resolve any complaint and/or correct any violation as set forth in ~~subparagraph~~ **subsection** (~~J~~**K**) of this Section 5.80.100.

~~J~~**K**. Upon receipt of a nuisance complaint or such other complaint or upon notification that any occupant and/or guest of the short-term vacation rental has created unreasonable noise or disturbances, engaged in disorderly conduct, or committed violations of this chapter, the Coachella Municipal Code or any state law, the owner**, agent** or the local contact person shall promptly respond to such complaint and take corrective action to remedy the complaint and prevent a recurrence of such conduct by those occupants or guests. For purposes of this paragraph, "promptly respond" shall mean a **response by telephone to the responsible party within fifteen (15) minutes of the complaint whereby the responsible party is advised of the nature of the complaint and a correction of any violation is made and a** physical presence at the premises of the short-term vacation rental **within forty-five (45) minutes to any unresolved, additional or successive complaints regarding the occupancy, condition, operation or use short-term vacation rental whereby** ~~in which~~ the ~~primary occupant~~ **responsible party** or other occupan**t**~~cy~~ is advised of the nature of the complaint and a correction of any violation is made~~, or if contact with the primary occupant or other occupancy is not required, the subject of the complaint is resolved, including the correction of any violation~~. If the nature of the violation involves an action that would take more than an hour, "promptly respond" shall mean notifying the permit administrator of the nature of the complaint and thereafter diligently pursuing to completion the correction of the violation. Failure of the owner**, agent** or the local contact person to promptly respond and/or to take timely corrective action regarding the occupancy, condition, operation, or use of the short-term vacation rental shall be a violation of this chapter and shall be grounds for the imposition of penalties as set forth in this chapter and/or revocation **or suspension** of the permit. An owner**, agent** or local contact person is not required or authorized to act as a peace officer or to intervene in situations

that pose a risk to personal safety. The owner, agent or the local contact person shall keep and maintain a written log or other record of the nature of the complaint or violation and the date, and time of each complaint, disturbance, response and the corrective action taken. Such written log or record shall be readily available upon request of the city, including the permit administrator, and any police officer or employee of the city authorized to enforce this chapter or state law and shall be retained for a minimum of three years.

~~K~~**L**. The owner**, agent** and/or local contact person shall order the ~~primary occupant~~ **responsible party** and his/her guests and/or other occupants to immediately vacate the short-term vacation rental ~~in accordance with provisions contained within the rental agreement~~ if the ~~primary occupant~~ **responsible party** and/or guests or other occupant**s** fail to comply with the maximum **overnight** occupancy limit and/or violate the provisions of this ~~Section 5.80.100~~ **chapter** and subsequently refuse to comply with the instructions of the owner**, agent** and/or local contact person in order to remedy or correct the violation.

~~L~~**M**. The owner shall keep written records documenting compliance with all elements of the performance standards and the approved nuisance response plan. Such records shall be retained for a minimum of three years and shall be available during regular business hours upon request of the city, including the permit administrator, and any police officer or employee of the city authorized to enforce this chapter or state law.

~~M~~**N**. The short-term vacation rental use shall not involve the use of commercial vehicles for the delivery of materials to and from the premises beyond those commercial vehicles normally associated with residential uses nor storage of delivered materials beyond those items which would normally be associated with a residential use of property.

~~N~~**O**. The operational requirements and performance standards may be modified by the permit administrator upon request of the owner **or agent** based upon site specific circumstances for the purpose of allowing reasonable accommodation of a short-term vacation rental occupant as may be required by state or federal disability laws. All requests must be in writing and shall identify how the strict application of the standard conditions creates an unreasonable hardship to ~~a property~~ **an occupant** such that, if the requirement is not modified, reasonable use of the property for a short-term vacation rental **by an occupant** would not be allowed. Any hardships identified must relate to physical constraints to the subject site and shall not be self-induced or economic. Any modifications of the standard conditions shall not further exacerbate an already existing problem.

~~O. The owner and/or the owner's authorized agent or representative shall comply with all provisions of Section 4.28.030 et. seq. of the Municipal Code concerning transient occupancy taxes, including, but not limited to, submission of a return in accordance with Section 5.80.070 of the Municipal Code, which shall be filed even if the vacation rental unit was not rented during each such reporting period.~~

P. The permit administrator shall have the authority to impose additional conditions on the use of any given short-term vacation rental unit to ensure that any potential secondary effects unique to the subject vacation rental unit are avoided or adequately mitigated.

Q. No radio receiver, musical instrument, phonograph, loudspeaker, sound amplifier, or other any machine or device for the producing or reproducing of any sound may be operated on the vacation-rental property unless it is in compliance with the City's Noise Ordinance.

R. The owner shall, at the owner's expense, procure and maintain, for the duration of any permit, comprehensive general liability insurance with a limit of no less than $1,000,000 per occurrence to insure against claims for injuries to persons or damages to property which may arise from or in connection with rental or operation of a short term vacation rental. Such insurance shall be at least as broad as the latest version of Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

S. No accessory dwelling unit (ADU) may be rented as a short-term vacation rental in the city.

5.80.105 Payment of Transient Occupancy Taxes

A. The owner and/or the agent is responsible for collecting and remitting transient occupancy tax to the city and shall comply with all provisions of Section 4.28.030 et. seq. of the Municipal Code concerning transient occupancy taxes, including, but not limited to, submission of a return in accordance with Chapter 4.28, which shall be filed even if the vacation rental unit was not rented during each such reporting period.

B. Beginning April 1, 2025, hosting platforms shall be responsible for collecting all applicable transient occupancy taxes and remitting the same to the city. The hosting platform shall be considered an agent of the owner/host for purposes of transient occupancy tax collections and remittance pursuant to Chapter 4.28.

C. Owners and/or agents shall be responsible for submitting transient occupancy tax forms reporting nightly stays and gross receipts even if a hosting platform is remitting the taxes due on their behalf.

D. Permittees making two or more late submittals in a 12-month period shall not have their permit renewed upon expiration.

E. Owners shall provide all transient occupancy tax-related documents to the city within five (5) business days of the city's written request, as more particularly set forth in Section 5.80.150. If any documents are not in the possession of an owner but are in the possession of an agent, the owner shall promptly request said documents from the agent within three (3) business

days of the city's written request and the documents shall be provided to the city within five (5) business days thereafter.

F. Timely payment of applicable transient occupancy taxes for a short-term vacation rental shall not excuse an owner's noncompliance with any other provisions of this chapter and the city may impose fines or take other action as set forth in this chapter to address said noncompliance.

5.80.110. Terminating the use of a property as a short-term rental.

Where the owner of property used and occupied as a short-term vacation rental pursuant to a permit approved and issued in the manner provided for by this chapter determines to terminate such use and restore the property either to an owner-occupied residence or a long-term rental, the property owner shall promptly cause a notice of such determination**/termination** to be filed with the permit administrator. **Once such notice is received by the city, the property shall not again be leased, offered for lease or otherwise occupied as a short-term vacation rental until a new permit is obtained by the owner.**

5.80.120 Violations.

A. It is unlawful and a violation of this chapter for any person or entity owning, renting, leasing, occupying or having charge, control or possession of any real or improved property within the city of Coachella to cause, permit, maintain or allow any violation of this chapter to exist thereon. Any person who violates any provision of this chapter is guilty of a misdemeanor. Such violation is punishable as set forth in Section 1.08 of this code. Each and every day, or portion thereof, that a violation of this chapter exists constitutes a separate and distinct violation.

B. Alternatively, this chapter may be enforced through the issuance of an administrative citation in accordance with Chapter ~~1.10~~ **1.08** of this code, except that the fine for each separate violation shall be as follows: (1) an administrative fine in an amount not to exceed ~~five hundred~~ **one thousand** dollars ($~~500~~**1,000**.00) for the first citation; (2) an administrative fine an amount not to exceed ~~seven hundred and fifty~~ **two thousand** dollars ($~~750~~**2,000**.00) for a second citation issued for the same offense within a twelve-month period of the date of the first offense; and (3) an administrative fine in an amount not to exceed ~~one~~ **three** thousand dollars ($~~1~~**3**,000.00) for a third and any subsequent citation issued for the same offense within a twelve-month period of the date of the first offense. Each and every day such a violation exists shall constitute a separate and distinct violation of this chapter.

C. Notwithstanding ~~paragraph (b)~~ **Subsection (B)** of this Section 5.80.120, operating a short term vacation rental without a valid permit shall be subject to an administrative fine in the **following** amount**s:** ~~not to exceed one thousand dollars ($1,000.00) for each citation.~~ **(1) an administrative fine in an amount not to exceed one thousand five hundred dollars ($1,500.00) for the first citation; (2) an administrative fine in an amount not to exceed three thousand dollars ($3,000.00) for a second citation issued for the same offense within a twelve-**

month period of the date of the first offense; and (3) an administrative fine in an amount not to exceed five thousand dollars ($5,000.00) for a third and any subsequent citation issued for the same offense within a twelve-month period of the date of the first offense. Each and every day such a violation exists shall constitute a separate and distinct violation of this chapter.

D. In addition to the foregoing, a violation of any provision of this chapter shall constitute a public nuisance and shall be subject to abatement by the city by means of a civil action or administrative abatement pursuant to Chapter 3.10 of this code, and each day such condition continues it shall be regarded as a new and separate offense.

E. This remedies provided for in this section are in addition to, and not in lieu of, all other legal remedies, criminal or civil, which may be pursued by the city to address any violation of this chapter.

5.80.130 Permit suspension, modification or revocation.

A. In addition to any other remedy provided by this chapter, a permit issued pursuant to this chapter may be suspended, modified or revoked for **any** violation~~s~~ of this chapter, for violation of any other law on the premises of the short-term vacation rental, or for the maintenance of such other conditions as may be shown to be injurious to the public health and safety or if the applicant made any false, misleading or fraudulent statement of a material fact in the application for permit, or any report or record required to be filed pursuant to this chapter.

B. Prior to suspension, modification or revocation of a permit, a hearing shall be held thereon by the ~~city manager~~ **permit administrator** or a hearing officer designated by the ~~city manager~~ **permit administrator** ~~or his designee~~. The permittee shall be notified in writing of the grounds for suspension, modification or revocation of the permit at least ten (10) days prior to the scheduled hearing. The decision of the **permit administrator or** hearing officer shall be rendered within five **(5)** days of the hearing. The decision shall be in writing, and shall set forth the findings and reasons for the decision. The decision of the **permit administrator or** hearing officer is final.

5.80.140 ~~Specific violations.~~ Hosting Platforms.

~~Any of the following acts or omissions arising out of the operation and use of a short term vacation rental is unlawful and constitutes a misdemeanor punishable as set forth in Section 1.08 of this code.~~

~~A. Rental, offering for rental, or advertising for rental of a dwelling unit located on any property within the city by the owner of the property as a short-term vacation rental without a permit authorizing such use that has been approved and issued in the manner required by this chapter.~~

~~B. Failure of the owner of a short-term vacation rental issued a permit in the manner required by this chapter or the owner's designated agent to respond to a nuisance complaint arising out of the occupancy and use of the short-term rental by a tenant, or the tenant's visitors or guests in the manner and within the time required by a nuisance response plan approved by the permit administrator incident to the issuance of such permit.~~

~~C. Failure of the owner of a short-term vacation rental issued a permit in the manner required by this chapter to keep a response plan required by the chapter on file with the permit administrator containing the name of the current person or persons responsible for responding to a nuisance complaint within the time required by this chapter.~~

~~D. Offering to rent or advertising for rent a short-term vacation rental without including in the offer or advertisement the city permit number applicable to the property in the form "Coachella Permit No._____" with the permit number printed in the same size type as the largest type used in the offer or advertisement.~~

~~E. Failure to comply with or cause compliance with any performance standard listed in Section 5.80.100.~~

A. Subject to applicable laws, hosting platforms shall, upon written request by the city, promptly disclose to the city each short-term vacation rental located in the city that they list, the host ID, listing ID, and names of the persons responsible for each such listing, the address of each such listing, the length of stay for each such listing, and the price paid for each stay.

B. A hosting platform shall promptly remove any listing upon receipt of a take-down notice from the city indicating that a listing violates applicable legal requirements.

C. A hosting platform is responsible for collecting and remitting transient occupancy taxes on behalf of their hosts in accordance with this Code, either directly to the City or through the owner/agent.

D. A hosting platform shall require all hosts to include a valid permit number in a designated field dedicated to the license number.

5.80.150 Records and Inspection.

Each owner **or agent** shall provide access to each short-term vacation rental and any records related to the use and occupancy of the short-term vacation rental to the city manager or his designee at any time during normal business hours, for the purpose of inspection or audit to determine that the objective and conditions of this chapter are being fulfilled.

5.80.160 Requirements not exclusive.

The requirements of this chapter shall be in addition to any license, permit or fee required under any other provision of the Coachella Municipal Code. The issuance of any permit pursuant to this chapter shall not relieve any person of the obligation to comply with all other provisions of the Coachella Municipal Code pertaining to the use and occupancy of the short-term vacation rental or the property on which it is located."

SECTION 2. SEVERABILITY. If any section, subsection, subdivision, sentence, or clause or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional, invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases are declared unconstitutional, invalid, or ineffective.

SECTION 3. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days from its adoption.

SECTION 4. PUBLICATION. The City Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be published in a newspaper of general circulation printed and published within the City of Coachella, pursuant to all legal requirements.

I hereby certify that the foregoing Ordinance was **PASSED, APPROVED AND ADOPTED** by the City Council of the City of Coachella on the 26th day of February, 2025.

Dated: _____

_____
STEVEN HERNANDEZ
MAYOR

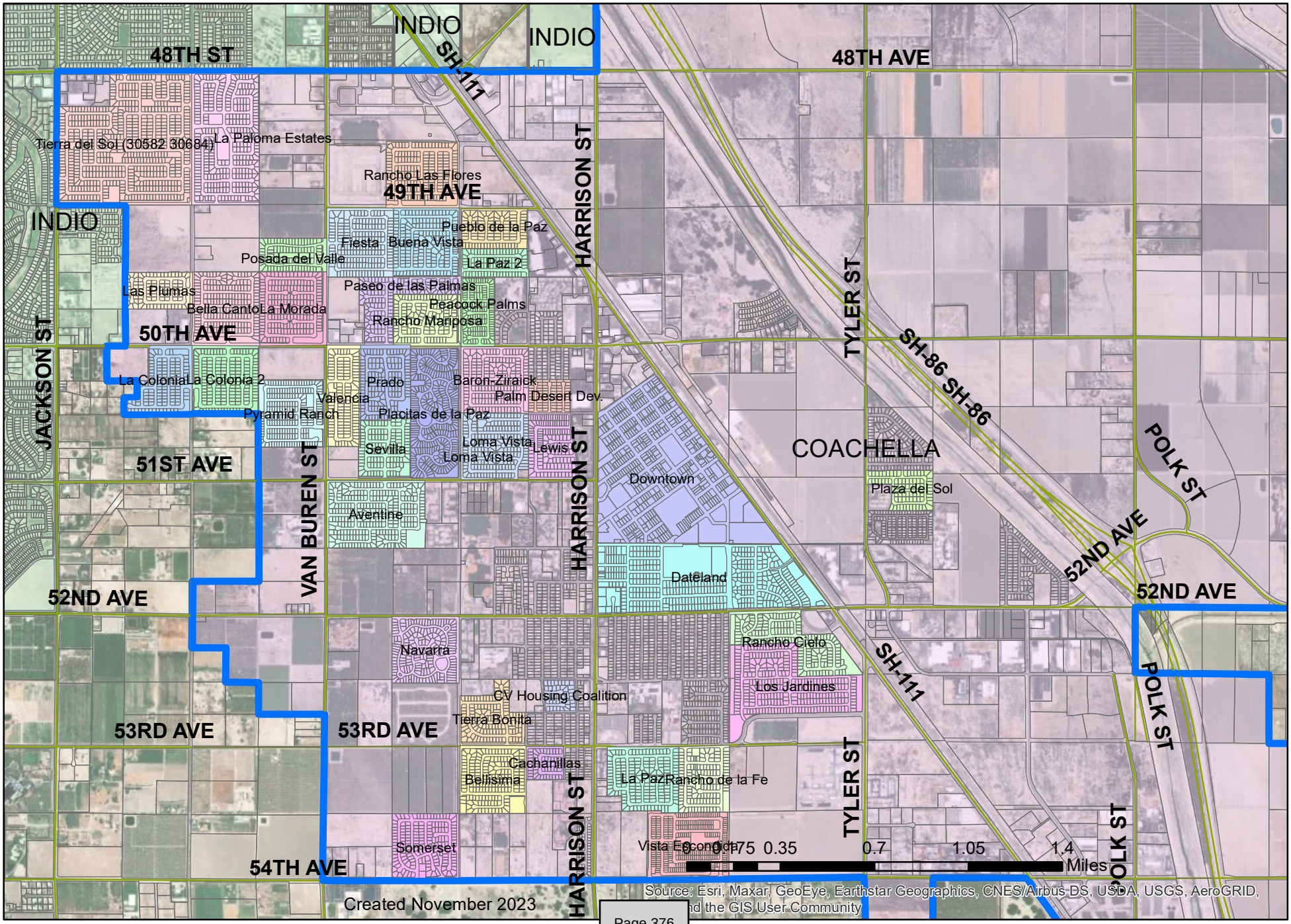
ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
RYAN GUIBOA
CITY ATTORNEY

City of Coachella Short-Term Rental by Neighborhoods



CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
As of January 31, 2025
Fiscal Year 2024-2025

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 12/31/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 1/31/2025	
CASH ON HAND								
Wells Fargo-General Checking	N/A	6,437,174.24	(208,760.26)	-	-	-	6,228,413.98	
Sweep Account	4.966%	-	9,287,253.98				9,287,253.98	
Wells Fargo-Road Maintenance	N/A	1,791,185.80	102,119.07		-	-	1,893,304.87	
Wells Fargo-Gas Tax	N/A	500,954.88	112,147.16	-	-	-	613,102.04	
Wells Fargo- Payroll Acct	N/A	(262,676.36)	116,767.95				- (145,908.41)	
Petty Cash	N/A	7,000.00	-	-	-	-	7,000.00	
Total Cash on Hand		**8,473,638.56**	**9,409,527.90**	**-**	**-**	**-**	**17,883,166.46**	
INVESTMENTS								
State of California - LAIF	2.17%	19,352,178.12		225,071.11	(2,000,000.00)	-	17,577,249.23	
Investment Management Acct	1.47%	35,662,948.22		163,732.52	-	-	35,826,680.74	
Total Investments		**55,015,126.34**	**-**	**388,803.63**	**(2,000,000.00)**	**-**	**53,403,929.97**	
CASH WITH FISCAL AGENT								
US Bank	varies	4,188,125.91	452,887.70	158.74	-	-	4,641,172.35	①
Wells Fargo Bank, N.A.	5.83%	701.49	-	11.18	-	-	712.67	②
Wilmington Trust, N. A.	0.03%	2,623,202.30	152,998.86	4,475.86	(177,324.35)	-	2,603,352.67	③
Total Cash with Fiscal Agent		**6,812,029.70**	**605,886.56**	**4,645.78**	**(177,324.35)**	**-**	**7,245,237.69**	
Grand Total		**70,300,794.60**	**10,015,414.46**	**393,449.41**	**(2,177,324.35)**	**-**	**78,532,334.12**	

Completed By: ***Lourdes Marrón-Accountant***

Reviewed By: ***Ruben Ramirez- Controller***

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
As of January 31, 2025
Fiscal Year 2024-2025

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 12/31/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 1/31/2025
CASH WITH FISCAL AGENT							
US BANK							
COACHELLA FINANCING AUTHORITY							
Successor Agency to the Coachella Redevelopments Agency 2014 Series							
A/C #: 6712104701 Debt Service Fund	0.00%	1,891.06	116,408.07	7.12	-	-	118,306.25
A/C #: 6712104702 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712104703 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712104704 Reserve Account	0.00%	827,612.50	-	-	-	-	827,612.50
COACHELLA SANITARY DISTRICT							
WASTEWATER SERIES 2015A							
A/C #: 6712148601 Bond Fund	0.00%	148.53	-	0.56	-	-	149.09
A/C #: 6712148602 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712148603 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712148604 Reserve Account	0.00%	310,175.00	-	-	-	-	310,175.00
COACHELLA SANITARY DISTRICT: PROJECT FUND 2011							
A/C #: 6711963500 Project Fund 2011	0.0100%	28,222.30		106.20	-	-	28,328.50

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
As of January 31, 2025
Fiscal Year 2024-2025

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 12/31/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 1/31/2025	
COACHELLA SUCCESSOR AGENCY								
MERGED PROJECT AREAS BONDS 98 & 99: BONDS 2013								
A/C #: 6712071401 Debt Service	0.00%	999.90	29,040.09	3.76	-	-	30,043.75	
A/C #: 6712071402 Interest Account	0.00%	-	-	-	-	-	-	
A/C #: 6712071403 Principal Account	0.00%	-	-	-	-	-	-	
A/C #: 6712071404 Reserve Account	0.00%	406,487.50	-	-	-	-	406,487.50	
SA TO COACHELLA RDA REFUNDING BONDS SERIES 2016A & 2016B								
A/C #: 6712160601 Debt Service	0.00%	3,852.21	307,439.54	14.50	-	-	311,306.25	
A/C #: 6712160602 Interest Account	0.00%	-	-	-	-	-	-	
A/C #: 6712160603 Principal Account	0.00%	-	-	-	-	-	-	
A/C #: 6712160604 Reserve Account	0.00%	1,993,663.46	-	-	-	-	1,993,663.46	
COACHELLA LEASE BONDS 2016								
A/C #: 6712179801 Payment Account	0.0000%	2,742.19	-	26.60	-	-	2,768.79	
A/C #: 6712179802 Interest Account	0.0000%	(0.00)	-	-	-	-	(0.00)	
A/C #: 6712179803 Principal Account	0.0000%	-	-	-	-	-	-	
A/C #: 6712179804 Reserve Account	0.0000%	612,331.26	-	-	-	-	612,331.26	
TOTAL US BANK OF CALIFORNIA		**4,188,125.91**	**452,887.70**	**158.74**	**-**	**-**	**4,641,172.35**	①
WELLS FARGO BANK, N.A.								
GAS TAX BONDS SERIES 2019								
A/C #: 83925300 Debt Service Fund	0.0000%	9.08	-	0.03	-	-	9.11	
A/C #: 83925301 Interest Account	0.0000%	212.34	-	9.47	-	-	221.81	
A/C #: 83925302 Principal Account	0.0000%	480.07	-	1.68	-		481.75	
TOTAL WELLS FARGO BANK, N.A.		**701.49**	**-**	**11.18**	**-**	**-**	**712.67**	②

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
As of January 31, 2025
Fiscal Year 2024-2025

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 12/31/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 1/31/2025	
WILMINGTON TRUST, N. A.								
CITY OF COACHELLA TAXABLE PENSION OBLIGATION BONDS								
A/C #: 144613-000 Revenue Account	0.03%	177,910.71	(177,324.34)	22.06	-	-	608.43	
A/C #: 144613-001 Interest Account	0.03%	0.01	177,324.34	-	(177,324.35)	-	0.00	
A/C #: 144613-002 Principal Account	0.00%	596.33	-	2.17		-	598.50	
CITY OF COACHELLA 2022A BOND FUND								
A/C #: 154278-000 Bond Fund	1.76%	29,036.42	(24,816.27)	254.86	-	-	4,475.01	
A/C #: 154278-001 Interest Account	0.00%	-	89,500.00	9.85	-	-	89,509.85	
A/C #: 154278-002 Principal Account	0.00%	-	-	-	-	-	-	
A/C #: 154278-004 Project FD Account	1.76%	1,162,236.62	(4,118.25)	3,945.47	-	-	1,162,063.84	
CITY OF COACHELLA 2022B BOND FUND								
A/C #: 155657-000 Bond Fund	1.76%	2,475.45	(2,466.62)	231.00	-	-	239.83	
A/C #: 155657-001 Interest Account	0.00%	-	94,900.00	10.45	-	-	94,910.45	
A/C #: 155657-002 Principal Account	0.00%	-	-	-	-	-	-	
A/C #: 155657-004 COI Account	0.00%	-	-	-	-	-	-	
CITY OF COACHELLA BOFA 2023 ESCROW								
A/C #: 166682-000 Bond Fund		1,250,946.76	-				1,250,946.76	
TOTAL WILMINGTGON TRUST BANK, N.A.		**2,623,202.30**	**152,998.86**	**4,475.86**	**(177,324.35)**	**-**	**2,603,352.67**	③
TOTAL CASH WITH FISCAL AGENT		**6,812,029.70**	**605,886.56**	**4,645.78**	**(177,324.35)**	**-**	**7,245,237.69**	

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **January 31, 2025**

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY N/B DTD 08/31/2020 0.250% 08/31/2025	91282CAJ0	140,000.00	AA+	Aaa	07/06/22	07/07/22	128,969.53	2.88	148.90	137,977.91	136,800.72
US TREASURY N/B DTD 09/30/2020 0.250% 09/30/2025	91282CAM3	460,000.00	AA+	Aaa	09/07/21	09/09/21	452,273.44	0.67	391.76	458,743.52	448,068.98
US TREASURY N/B DTD 11/02/2020 0.250% 10/31/2025	91282CAT8	350,000.00	AA+	Aaa	03/01/22	03/01/22	333,361.33	1.59	224.79	346,622.60	339,830.75
US TREASURY N/B DTD 11/02/2020 0.250% 10/31/2025	91282CAT8	410,000.00	AA+	Aaa	10/04/21	10/06/21	401,319.53	0.78	263.33	408,411.11	398,087.45
US TREASURY N/B DTD 11/30/2020 0.375% 11/30/2025	91282CAZ4	210,000.00	AA+	Aaa	11/02/21	11/03/21	204,659.77	1.01	136.30	208,916.16	203,421.12
US TREASURY N/B DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	190,000.00	AA+	Aaa	04/05/21	04/07/21	185,494.92	0.89	62.98	189,132.34	183,517.77
US TREASURY N/B DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	350,000.00	AA+	Aaa	01/11/21	01/12/21	347,867.19	0.50	116.02	349,608.48	338,059.05
US TREASURY N/B DTD 02/01/2021 0.375% 01/31/2026	91282CBH3	160,000.00	AA+	Aaa	05/03/22	05/04/22	145,500.00	2.95	1.66	156,141.81	153,995.04
US TREASURY N/B DTD 01/31/2019 2.625% 01/31/2026	9128286A3	255,000.00	AA+	Aaa	02/04/21	02/08/21	282,063.87	0.47	18.49	260,418.73	250,961.82
US TREASURY N/B DTD 02/01/2021 0.375% 01/31/2026	91282CBH3	270,000.00	AA+	Aaa	02/26/21	02/26/21	264,410.16	0.80	2.80	268,869.61	259,866.63
US TREASURY N/B DTD 02/01/2021 0.375% 01/31/2026	91282CBH3	475,000.00	AA+	Aaa	07/02/21	07/07/21	465,871.09	0.80	4.92	473,009.03	457,172.78
US TREASURY N/B DTD 02/01/2021 0.375% 01/31/2026	91282CBH3	1,320,000.00	AA+	Aaa	02/17/22	02/18/22	1,246,626.56	1.84	13.67	1,301,491.38	1,270,459.08
US TREASURY N/B DTD 03/01/2021 0.500% 02/28/2026	91282CBQ3	310,000.00	AA+	Aaa	03/05/21	03/09/21	305,676.95	0.79	659.39	309,067.34	297,895.43
US TREASURY N/B DTD 03/01/2021 0.500% 02/28/2026	91282CBQ3	630,000.00	AA+	Aaa	12/03/21	12/07/21	613,019.53	1.15	1,340.06	625,688.90	605,400.39

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **January 31, 2025**

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY N/B DTD 06/01/2021 0.750% 05/31/2026	91282CCF6	290,000.00	AA+	Aaa	06/02/21	06/04/21	289,365.62	0.79	376.44	289,831.48	277,052.08
US TREASURY N/B DTD 06/01/2021 0.750% 05/31/2026	91282CCF6	325,000.00	AA+	Aaa	06/06/22	06/08/22	297,857.42	2.99	421.88	315,958.70	310,489.40
US TREASURY N/B DTD 09/30/2021 0.875% 09/30/2026	91282CCZ2	300,000.00	AA+	Aaa	04/05/22	04/07/22	276,222.66	2.77	894.23	291,197.88	283,980.60
US TREASURY N/B DTD 02/15/2017 2.250% 02/15/2027	912828V98	295,000.00	AA+	Aaa	07/05/22	07/07/22	287,371.48	2.85	3,066.24	291,629.68	283,626.27
US TREASURY N/B DTD 02/15/2017 2.250% 02/15/2027	912828V98	925,000.00	AA+	Aaa	09/14/22	09/15/22	871,451.17	3.68	9,614.47	900,315.78	889,336.62
US TREASURY N/B DTD 04/30/2020 0.500% 04/30/2027	912828ZN3	1,110,000.00	AA+	Aaa	08/03/22	08/05/22	992,062.50	2.92	1,425.83	1,054,203.08	1,021,980.33
US TREASURY N/B DTD 08/15/2017 2.250% 08/15/2027	9128282R0	1,050,000.00	AA+	Aaa	09/01/22	09/06/22	995,490.23	3.40	10,913.72	1,022,050.15	999,879.30
US TREASURY N/B DTD 09/30/2022 4.125% 09/30/2027	91282CFM8	500,000.00	AA+	Aaa	11/01/22	11/03/22	496,738.28	4.27	7,026.10	498,232.63	498,359.50
US TREASURY N/B DTD 10/31/2022 4.125% 10/31/2027	91282CFU0	340,000.00	AA+	Aaa	12/06/22	12/08/22	344,728.13	3.81	3,603.11	342,649.66	338,804.56
US TREASURY N/B DTD 11/02/2020 0.500% 10/31/2027	91282CAU5	1,210,000.00	AA+	Aaa	01/04/23	01/06/23	1,030,437.89	3.91	1,554.28	1,107,713.91	1,093,017.20
US TREASURY N/B DTD 02/01/2021 0.750% 01/31/2028	91282CBJ9	950,000.00	AA+	Aaa	02/07/23	02/08/23	818,818.36	3.82	19.68	871,060.11	856,670.10
US TREASURY N/B DTD 03/31/2023 3.625% 03/31/2028	91282CGT2	490,000.00	AA+	Aaa	05/01/23	05/02/23	489,502.34	3.65	6,050.96	489,680.06	480,487.14
US TREASURY N/B DTD 03/31/2021 1.250% 03/31/2028	91282CBS9	575,000.00	AA+	Aaa	05/08/23	05/09/23	517,095.70	3.51	2,448.49	537,627.76	523,901.48
US TREASURY N/B DTD 05/01/2023 3.500% 04/30/2028	91282CHA2	420,000.00	AA+	Aaa	05/01/23	05/01/23	418,047.66	3.60	3,776.52	418,734.08	409,975.86

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **January 31, 2025**

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY N/B DTD 05/01/2023 3.500% 04/30/2028	91282CHA2	460,000.00	AA+	Aaa	05/15/23	05/16/23	460,844.53	3.46	4,136.19	460,552.14	449,021.18
US TREASURY N/B DTD 05/31/2023 3.625% 05/31/2028	91282CHE4	530,000.00	AA+	Aaa	06/01/23	06/02/23	527,888.28	3.71	3,325.24	528,594.12	518,924.06
US TREASURY N/B DTD 06/30/2023 4.000% 06/30/2028	91282CHK0	55,000.00	AA+	Aaa	07/06/23	07/10/23	54,093.36	4.37	194.48	54,378.77	54,477.94
US TREASURY N/B DTD 05/31/2024 4.500% 05/31/2029	91282CKT7	510,000.00	AA+	Aaa	06/05/24	06/06/24	514,442.58	4.30	3,972.12	513,909.22	512,828.97
US TREASURY N/B DTD 07/01/2024 4.250% 06/30/2029	91282CKX8	505,000.00	AA+	Aaa	07/02/24	07/03/24	502,139.65	4.38	1,897.24	502,442.62	502,751.24
US TREASURY N/B DTD 07/31/2024 4.000% 07/31/2029	91282CLC3	170,000.00	AA+	Aaa	08/01/24	08/02/24	171,182.03	3.85	18.78	171,074.56	167,529.73
US TREASURY N/B DTD 09/03/2024 3.625% 08/31/2029	91282CLK5	850,000.00	AA+	Aaa	09/04/24	09/05/24	851,759.77	3.58	13,108.08	851,629.17	824,267.95
US TREASURY N/B DTD 09/30/2024 3.500% 09/30/2029	91282CLN9	1,575,000.00	AA+	Aaa	10/01/24	10/02/24	1,573,031.25	3.53	18,778.85	1,573,154.32	1,517,967.68
US TREASURY N/B DTD 10/31/2024 4.125% 10/31/2029	91282CLR0	175,000.00	AA+	Aaa	11/14/24	11/15/24	173,701.17	4.29	1,854.54	173,752.92	173,195.40
US TREASURY N/B DTD 10/31/2024 4.125% 10/31/2029	91282CLR0	275,000.00	AA+	Aaa	11/01/24	11/04/24	274,323.24	4.18	2,914.28	274,354.31	272,164.20
US TREASURY N/B DTD 12/02/2024 4.125% 11/30/2029	91282CMA6	290,000.00	AA+	Aaa	12/05/24	12/06/24	290,521.09	4.08	2,070.43	290,507.21	287,032.14
US TREASURY N/B DTD 12/31/2024 4.375% 12/31/2029	91282CMD0	400,000.00	AA+	Aaa	01/06/25	01/07/25	399,109.38	4.43	1,546.96	399,120.61	400,125.20
Security Type Sub-Total		**20,105,000.00**					**19,295,339.64**	**2.95**	**108,394.21**	**19,718,453.85**	**19,291,383.14**
Municipal Bond / Note											
FLORIDA ST BRD OF ADM DTD 09/16/2020 1.258% 07/01/2025	341271AD6	40,000.00	AA	Aa2	09/03/20	09/16/20	40,282.80	1.11	41.93	40,024.59	39,465.76

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **January 31, 2025**

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Municipal Bond / Note											
FLORIDA ST BRD OF ADM DTD 09/16/2020 1.258% 07/01/2025	341271AD6	110,000.00	AA	Aa2	09/03/20	09/16/20	110,000.00	1.26	115.32	110,000.00	108,530.84
NJ TPK AUTH -B-TXBL DTD 02/04/2021 1.047% 01/01/2026	646140DP5	40,000.00	AA-	A1	01/22/21	02/04/21	40,000.00	1.05	34.90	40,000.00	38,806.80
Security Type Sub-Total		**190,000.00**					**190,282.80**	**1.18**	**192.15**	**190,024.59**	**186,803.40**
Federal Agency Commercial Mortgage-Backed Security											
FHMS K061 A2 DTD 01/01/2017 3.347% 11/01/2026	3137BTUM1	233,543.23	AA+	Aaa	05/19/23	05/24/23	226,354.47	4.29	651.39	229,814.88	228,246.47
FHMS K064 A2 DTD 05/01/2017 3.224% 03/01/2027	3137BXQY1	360,000.00	AA+	Aaa	08/16/23	08/18/23	339,581.25	4.94	967.20	347,814.87	350,777.52
FHMS K065 A2 DTD 07/01/2017 3.243% 04/01/2027	3137F1G44	205,000.00	AA+	Aaa	08/16/23	08/18/23	193,284.57	4.93	554.01	197,901.88	199,425.85
FHMS K066 A2 DTD 08/01/2017 3.117% 06/01/2027	3137F2LJ3	320,000.00	AA+	Aaa	08/17/23	08/22/23	299,250.00	4.97	831.20	307,036.88	310,123.52
FHMS K507 A1 DTD 09/01/2023 4.800% 04/01/2028	3137HAMR4	309,230.46	AA+	Aaa	09/20/23	09/28/23	304,377.72	5.19	1,236.92	305,620.75	309,985.91
FHMS K506 A1 DTD 09/01/2023 4.650% 05/01/2028	3137HAMG8	167,740.58	AA+	Aaa	09/07/23	09/14/23	165,232.03	5.01	649.99	165,906.69	167,758.19
FHMS KJ46 A1 DTD 07/01/2023 4.777% 06/01/2028	3137HAD45	271,976.36	AA+	Aaa	07/19/23	07/27/23	271,969.54	4.78	1,082.69	271,971.64	271,253.72
FHMS K505 A2 DTD 07/01/2023 4.819% 06/01/2028	3137HACX2	325,000.00	AA+	Aaa	07/13/23	07/20/23	328,246.10	4.59	1,305.15	327,238.44	326,291.55
FNA 2023-M6 A2 DTD 07/01/2023 4.181% 07/01/2028	3136BODE6	329,549.90	AA+	Aaa	07/18/23	07/31/23	323,963.00	4.58	1,148.25	325,644.68	323,427.53
FHMS KJ47 A1 DTD 09/01/2023 5.272% 08/01/2028	3137HAMN3	178,332.34	AA+	Aaa	09/19/23	09/28/23	178,331.44	5.27	783.47	178,331.76	179,928.95

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **January 31, 2025**

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Commercial Mortgage-Backed Security											
FHMS K506 A2 DTD 09/01/2023 4.650% 08/01/2028	3137HAMH6	340,000.00	AA+	Aaa	09/07/23	09/14/23	334,970.38	4.99	1,317.50	336,247.28	339,601.86
FHMS K508 A2 DTD 10/01/2023 4.740% 08/01/2028	3137HAQ74	345,000.00	AA+	Aaa	10/11/23	10/19/23	337,432.08	5.25	1,362.75	339,245.12	345,454.02
FHMS K509 A2 DTD 10/01/2023 4.850% 09/01/2028	3137HAST4	260,000.00	AA+	Aaa	10/25/23	10/31/23	251,710.42	5.60	1,050.83	253,511.67	261,598.74
FHMS K507 A2 DTD 09/01/2023 4.800% 09/01/2028	3137HAMS2	335,000.00	AA+	Aaa	09/20/23	09/28/23	330,995.75	5.07	1,340.00	331,925.89	336,078.03
FHMS K510 A2 DTD 11/01/2023 5.069% 10/01/2028	3137HB3D4	135,000.00	AA+	Aaa	11/14/23	11/21/23	134,609.72	5.14	570.26	134,695.29	136,577.75
FHMS K511 A2 DTD 12/01/2023 4.860% 10/01/2028	3137HB3G7	190,000.00	AA+	Aaa	11/28/23	12/07/23	189,454.13	4.93	769.50	189,570.78	190,931.57
FHMS K512 A2 DTD 12/01/2023 5.000% 11/01/2028	3137HBCF9	175,000.00	AA+	Aaa	12/11/23	12/21/23	176,634.15	4.79	729.17	176,300.00	176,906.27
FHMS K513 A2 DTD 01/01/2024 4.724% 12/01/2028	3137HBFY5	195,000.00	AA+	Aaa	01/10/24	01/18/24	196,947.86	4.50	767.65	196,575.66	195,565.70
FHMS K514 A2 DTD 02/01/2024 4.572% 12/01/2028	3137HBLV4	195,000.00	AA+	Aaa	02/01/24	02/08/24	196,949.81	4.34	742.95	196,592.28	194,077.85
FHMS K518 A2 DTD 03/01/2024 5.400% 01/01/2029	3137HC2L5	245,000.00	AA+	Aaa	03/19/24	03/28/24	250,915.53	4.83	1,102.50	250,061.29	250,906.71
FHMS K517 A2 DTD 03/01/2024 5.355% 01/01/2029	3137HC2C5	305,000.00	AA+	Aaa	03/05/24	03/14/24	314,145.73	4.67	1,361.06	312,646.57	311,453.50
FHMS K515 A2 DTD 02/01/2024 5.400% 01/01/2029	3137HBPD0	340,000.00	AA+	Aaa	02/14/24	02/22/24	349,159.60	4.79	1,530.00	347,577.28	348,012.78
FHMS K516 A2 DTD 03/01/2024 5.477% 01/01/2029	3137HBPM0	340,000.00	AA+	Aaa	02/29/24	03/07/24	350,198.98	4.79	1,551.82	348,501.07	349,381.28
FHMS K520 A2 DTD 04/01/2024 5.180% 03/01/2029	3137HCKV3	195,000.00	AA+	Aaa	04/23/24	04/30/24	195,791.51	5.09	841.75	195,693.53	198,271.71

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **January 31, 2025**

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Commercial Mortgage-Backed Security											
FHMS K524 A2 DTD 07/01/2024 4.720% 05/01/2029	3137HDV56	290,000.00	AA+	Aaa	07/16/24	07/25/24	291,780.89	4.58	1,140.67	291,635.23	290,073.08
FHMS K522 A2 DTD 06/01/2024 4.803% 05/01/2029	3137HDJJ0	340,000.00	AA+	Aaa	06/05/24	06/13/24	339,998.98	4.80	1,360.85	340,000.00	340,783.36
FHMS K526 A2 DTD 08/01/2024 4.543% 07/01/2029	3137HDXL9	315,000.00	AA+	Aaa	08/07/24	08/15/24	317,946.51	4.33	1,192.54	317,698.81	312,838.16
FHMS K530 A2 DTD 11/01/2024 4.792% 09/01/2029	3137HHJL6	350,000.00	AA+	Aaa	11/19/24	11/27/24	351,822.45	4.67	1,397.67	351,790.31	350,857.85
Security Type Sub-Total		**7,590,372.88**					**7,542,054.60**	**4.84**	**29,339.74**	**7,567,550.53**	**7,596,589.43**
Federal Agency Bond / Note											
FREDDIE MAC (CALLABLE) DTD 08/30/2022 4.050% 08/28/2025	3134GXS54	1,000,000.00	AA+	Aaa	08/19/22	08/30/22	999,600.00	4.06	17,212.50	999,923.19	998,203.00
FREDDIE MAC DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	285,000.00	AA+	Aaa	09/23/20	09/25/20	284,142.15	0.44	380.00	284,889.31	278,103.85
FANNIE MAE DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	185,000.00	AA+	Aaa	11/09/20	11/12/20	184,337.70	0.57	215.83	184,898.16	179,827.77
Security Type Sub-Total		**1,470,000.00**					**1,468,079.85**	**2.94**	**17,808.33**	**1,469,710.66**	**1,456,134.62**
Corporate Note											
AMAZON.COM INC DTD 04/13/2022 3.000% 04/13/2025	023135CE4	80,000.00	AA	A1	04/11/22	04/13/22	79,872.80	3.06	720.00	79,991.52	79,770.72
GOLDMAN SACHS GROUP INC (CALLABLE) DTD 05/22/2015 3.750% 05/22/2025	38148LAE6	135,000.00	BBB+	A2	02/12/21	02/17/21	150,819.30	0.94	970.31	135,229.90	134,681.54
BRISTOL-MYERS SQUIBB CO (CALLABLE) DTD 11/13/2020 0.750% 11/13/2025	110122DN5	72,000.00	A	A2	06/17/21	06/21/21	71,282.88	0.98	117.00	71,872.17	69,981.98
BANK OF AMERICA CORP (CALLABLE) DTD 03/22/2022 3.384% 04/02/2026	06051GKM0	220,000.00	A-	A1	03/17/22	03/22/22	220,000.00	3.38	2,460.92	220,000.00	219,497.30

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **January 31, 2025**

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
BANK OF AMERICA NA (CALLABLE) DTD 08/18/2023 5.526% 08/18/2026	06428CAA2	175,000.00	A+	Aa1	10/23/23	10/24/23	173,526.50	5.85	4,378.59	174,190.59	177,482.20
TARGET CORP (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	25,000.00	A	A2	01/19/22	01/24/22	24,957.50	1.99	21.67	24,983.29	23,845.25
TARGET CORP (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	125,000.00	A	A2	01/27/22	01/31/22	124,923.75	1.96	108.33	124,969.91	119,226.25
BANK OF NY MELLON CORP (CALLABLE) DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	200,000.00	A	Aa3	01/26/22	01/28/22	200,644.00	1.98	56.94	200,249.07	190,857.60
BANK OF NY MELLON CORP (CALLABLE) DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	300,000.00	A	Aa3	08/02/22	08/04/22	280,158.00	3.66	85.42	291,199.11	286,286.40
ADOBE INC (CALLABLE) DTD 02/03/2020 2.150% 02/01/2027	00724PAC3	360,000.00	A+	A1	12/13/22	12/15/22	332,316.00	4.20	3,870.00	346,586.49	344,650.32
JPMORGAN CHASE & CO (CALLABLE) DTD 04/22/2021 1.578% 04/22/2027	46647PCB0	260,000.00	A	A1	08/02/22	08/04/22	235,172.60	3.81	1,128.27	248,288.13	250,304.60
HOME DEPOT INC (CALLABLE) DTD 09/14/2017 2.800% 09/14/2027	437076BT8	350,000.00	A	A2	01/25/23	01/27/23	330,256.50	4.15	3,729.44	338,831.36	335,346.20
JPMORGAN CHASE & CO (CALLABLE) DTD 02/24/2022 2.947% 02/24/2028	46647PCW4	125,000.00	A	A1	09/14/23	09/18/23	114,296.25	5.13	1,606.52	117,602.61	120,481.13
JPMORGAN CHASE & CO (CALLABLE) DTD 04/22/2024 5.571% 04/22/2028	46647PEE2	50,000.00	A	A1	08/08/24	08/09/24	51,033.50	4.95	766.01	50,860.20	50,788.45
JPMORGAN CHASE & CO (CALLABLE) DTD 04/22/2024 5.571% 04/22/2028	46647PEE2	110,000.00	A	A1	06/03/24	06/04/24	110,733.70	5.38	1,685.23	110,575.71	111,734.59
JOHN DEERE CAPITAL CORP DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	115,000.00	A	A1	07/11/23	07/14/23	114,828.65	4.98	268.81	114,881.67	116,323.77
JOHN DEERE CAPITAL CORP DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	135,000.00	A	A1	07/13/23	07/17/23	136,833.30	4.64	315.56	136,268.11	136,553.99
TOYOTA MOTOR CREDIT CORP DTD 09/11/2023 5.250% 09/11/2028	89236TLB9	110,000.00	A+	A1	09/06/23	09/11/23	109,808.60	5.29	2,245.83	109,857.11	111,883.86

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **January 31, 2025**

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
CITIBANK NA (CALLABLE) DTD 09/29/2023 5.803% 09/29/2028	17325FBB3	115,000.00	A+	Aa3	05/01/24	05/03/24	117,224.10	5.30	2,261.56	116,876.08	118,779.48
CITIBANK NA (CALLABLE) DTD 09/29/2023 5.803% 09/29/2028	17325FBB3	400,000.00	A+	Aa3	09/26/23	09/29/23	400,000.00	5.80	7,866.29	400,000.00	413,146.00
STATE STREET CORP (CALLABLE) DTD 08/20/2024 4.530% 02/20/2029	857477CN1	165,000.00	A	Aa3	08/14/24	08/20/24	165,000.00	4.53	3,342.76	165,000.00	163,690.07
BLACKROCK FUNDING INC (CALLABLE) DTD 03/14/2024 4.700% 03/14/2029	09290DAA9	30,000.00	AA-	Aa3	03/05/24	03/14/24	29,945.70	4.74	536.58	29,954.47	30,096.12
BLACKROCK FUNDING INC (CALLABLE) DTD 03/14/2024 4.700% 03/14/2029	09290DAA9	350,000.00	AA-	Aa3	04/09/24	04/11/24	348,376.00	4.81	6,260.14	348,617.02	351,121.40
MASTERCARD INC (CALLABLE) DTD 05/31/2019 2.950% 06/01/2029	57636QAM6	300,000.00	A+	Aa3	06/26/24	06/27/24	275,595.00	4.82	1,475.00	278,247.81	280,052.70
PEPSICO INC (CALLABLE) DTD 07/17/2024 4.500% 07/17/2029	713448FX1	165,000.00	A+	A1	07/15/24	07/17/24	164,744.25	4.53	288.75	164,769.79	164,417.39
TOYOTA MOTOR CREDIT CORP DTD 08/09/2024 4.550% 08/09/2029	89236TMK8	25,000.00	A+	A1	08/06/24	08/09/24	24,949.25	4.60	543.47	24,953.62	24,748.80
TOYOTA MOTOR CREDIT CORP DTD 08/09/2024 4.550% 08/09/2029	89236TMK8	55,000.00	A+	A1	08/07/24	08/09/24	54,936.75	4.58	1,195.64	54,942.40	54,447.36
TOYOTA MOTOR CREDIT CORP DTD 08/09/2024 4.550% 08/09/2029	89236TMK8	60,000.00	A+	A1	08/08/24	08/09/24	59,753.40	4.64	1,304.33	59,774.74	59,397.12
ELI LILLY & CO (CALLABLE) DTD 08/14/2024 4.200% 08/14/2029	532457CQ9	60,000.00	A+	A1	08/12/24	08/14/24	59,868.60	4.25	1,169.00	59,879.86	58,947.96
ELI LILLY & CO (CALLABLE) DTD 08/14/2024 4.200% 08/14/2029	532457CQ9	200,000.00	A+	A1	08/13/24	08/14/24	200,292.00	4.17	3,896.67	200,267.76	196,493.20
Security Type Sub-Total		**4,872,000.00**					**4,762,148.88**	**4.25**	**54,675.04**	**4,799,720.50**	**4,795,033.75**
Certificate of Deposit											
COOPERAT RABOBANK UA/NY DTD 07/20/2023 5.080% 07/17/2026	21684LGS5	325,000.00	A+	Aa2	07/17/23	07/20/23	325,000.00	5.08	642.06	325,000.00	330,146.70

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **January 31, 2025**

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Certificate of Deposit											
Security Type Sub-Total		**325,000.00**					**325,000.00**	**5.08**	**642.06**	**325,000.00**	**330,146.70**
Bank Note											
MORGAN STANLEY BANK NA (CALLABLE) DTD 05/30/2024 5.504% 05/26/2028	61690U8B9	325,000.00	A+	Aa3	05/30/24	05/31/24	325,685.75	5.45	3,229.78	325,503.95	329,438.53
Security Type Sub-Total		**325,000.00**					**325,685.75**	**5.45**	**3,229.78**	**325,503.95**	**329,438.53**
Asset-Backed Security											
TAOT 2021-C A3 DTD 09/27/2021 0.430% 01/15/2026	89239BAC5	2,349.35	AAA	Aaa	09/21/21	09/27/21	2,349.16	0.43	0.45	2,349.31	2,345.20
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	2,199.18	AAA	NR	11/09/21	11/17/21	2,198.69	0.75	0.72	2,199.04	2,193.62
HAROT 2023-3 A3 DTD 08/22/2023 5.410% 02/18/2028	43815QAC1	215,000.00	AAA	NR	08/15/23	08/22/23	214,955.67	5.42	420.03	214,969.91	216,916.30
TAOT 2023-C A3 DTD 08/15/2023 5.160% 04/17/2028	89231FAD2	65,000.00	AAA	NR	08/08/23	08/15/23	64,985.30	5.17	149.07	64,989.90	65,458.84
TAOT 2023-D A3 DTD 11/14/2023 5.540% 08/15/2028	89239FAD4	65,000.00	AAA	NR	11/07/23	11/14/23	64,992.99	5.54	160.04	64,994.79	65,908.83
FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028	31680EAD3	235,000.00	AAA	Aaa	08/15/23	08/23/23	234,985.43	5.53	577.58	234,989.64	237,280.20
CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028	161571HT4	270,000.00	AAA	NR	09/07/23	09/15/23	269,925.16	5.17	619.20	269,943.92	272,824.20
AMXCA 2023-3 A DTD 09/19/2023 5.230% 09/15/2028	02582JKD1	275,000.00	AAA	NR	09/12/23	09/19/23	274,987.71	5.23	639.22	274,990.94	278,342.90
HART 2023-C A3 DTD 11/13/2023 5.540% 10/16/2028	44918CAD4	95,000.00	AAA	NR	11/03/23	11/13/23	94,987.51	5.54	233.91	94,990.47	96,290.77
BACCT 2023-A2 A2 DTD 12/14/2023 4.980% 11/15/2028	05522RDH8	120,000.00	NR	Aaa	12/07/23	12/14/23	119,983.88	4.98	265.60	119,987.59	121,050.72

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **January 31, 2025**

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
GMCAR 2024-1 A3 DTD 01/17/2024 4.850% 12/18/2028	36268GAD7	35,000.00	NR	Aaa	01/09/24	01/17/24	34,992.96	4.85	70.73	34,994.32	35,146.55
CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/16/2029	161571HV9	305,000.00	AAA	NR	01/24/24	01/31/24	304,953.55	4.60	623.56	304,962.54	305,470.31
Security Type Sub-Total		**1,684,548.53**					**1,684,298.01**	**5.16**	**3,760.11**	**1,684,362.37**	**1,699,228.44**
Managed Account Sub-Total		**36,561,921.40**					**35,592,889.53**	**3.66**	**218,041.42**	**36,080,326.45**	**35,684,758.01**
Securities Sub-Total		**$36,561,921.40**					**$35,592,889.53**	**3.66%**	**$218,041.42**	**$36,080,326.45**	**$35,684,758.01**
Accrued Interest											**$218,041.42**
Total Investments											**$35,902,799.43**

STAFF REPORT
3/12/2025

TO: Honorable Mayor and City Council Members

FROM: Ruben Ramirez, Controller

SUBJECT: Investment Report – January 31, 2025

STAFF RECOMMENDATION:

Staff recommends that the City Council receive and file the investment report for January 2025.

EXECUTIVE SUMMARY:

On June 12, 2024, the City of Coachella along with its component units (Sanitary District, Educational & Governmental Access Cable Corporation, Fire Protection District and Water Authority) approved and adopted the current "Statement of Investment Policy".

Pursuant to Section 16 of that policy, the City Treasurer shall provide to the City Council a monthly investment report which provides a clear picture of the status of the current investment portfolio. This report shall include, at a minimum, the following information for each type of investment held in the City's investment portfolio: the issuer; amount of investment; current market value; yield on investment; income generated from investments; dollar amount invested on all securities, investments and moneys held by the local agency; and shall additionally include a description of any of the local agency's funds, investments, or programs; and a description of unusual investment activity or developments during the month for which the report is prepared. This information shall be provided for all City and component unit pooled investments, as well as for bond accounts, which are managed by outside Fiscal Agents.

The interest rates presented are the most current rates available as of the date of these reports. The market values presented for pooled City investments are based on closing prices for the related investments as of the date of these reports. This information was obtained from the Wall Street Journal or other reliable sources of market prices.

The Market values presented for investments managed by fiscal agents are based on amounts reported by the fiscal agent on their investment statements. The purchase date and type of investment are not included for funds held by fiscal agents.

Attached is the Treasurer's Report of Investments which includes an overview on investments which provides information on investment activity, withdrawals and deposits, interest earned, payment of interest and payment of principal as of the months ended January 31, 2025. In addition, this report includes detailed information and current activity on individual investments.

All City investments are in compliance with the guidelines established for Authorized Investments as specified in the Investment Policy, Section 8.

There was no unusual investment activity to report.

The City and Districts have sufficient moneys to meet their expenditure requirements for the next six months.

FISCAL IMPACT:

None, this report is receive and file only.

STAFF REPORT
3/12/2025

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Director of Economic Development

SUBJECT: Adopt Resolution No. 2025-11 Setting the Amount of Short-Term Vacation Rental Permit Application Fees, Pursuant to Coachella Municipal Code Chapter 5.80.

STAFF RECOMMENDATION:

Staff recommends that the City Council take the following action with respect to regulating short term vacation rentals in the City:

1.) Adopt Resolution No. 2025-11 setting the amount of Short-Term Vacation Rental permit application fees, pursuant to Coachella Municipal Code Chapter 5.80.

BACKGROUND:

Pursuant to Chapter 5.80 of the Coachella Municipal Code, the City issues permits to owners of certain residential dwelling units within the City to lease all or some of their property as short-term vacation rentals, for a term of 30 or fewer consecutive days, subject to those conditions and regulations as provided in Chapter 5.80.

On February 26, 2025 and March 12, 2025, the Coachella City Council adopted two ordinances amending and updating the City's regulations of short-term vacation rentals. Previously, the City issued only one kind of permit - an annual permit that allows short-term vacation rental of a residence any time of year by either residents or corporate/absentee owners. However, the two ordinances above amended the Municipal Code to create a second kind of permit, a limited seasonal permit that only residents of Coachella may apply for and which is effective from March 1 through June 1 – "Festival Season".

Currently, the City imposes a $184 fee for an annual permit application. As part of the discussion about the two ordinances above, it was identified that current application fees are insufficient to reimburse the City for its administrative costs to process permit applications and for its regulatory costs of operating the short-term vacation rental program. State law authorizes the City to enact fees at rates that are sufficient to reimburse the City for its administrative and regulatory costs of operating the short-term vacation rental program. Section 5.80.060(B) of the City's short-term

vacation rental ordinance further authorizes the City Council to set permit application fees by resolution.

DISCUSSION/ANALYSIS:

Staff believes that setting an application fee of $800 for an annual permit and a $400 fee for a seasonal permit will allow the City to better recover its processing and regulatory costs of the short-term vacation rental program. Staff believes that a lower application fee for seasonal permits is justified since the burden of processing, regulating and monitoring compliance for seasonal permits is anticipated to be less than with annual permits.

	Current Permit Fee	Seasonal Permits (March 1 – June 1)	Annual Permits
Coachella	$184	$400	$800

	Current Permit Fee
Cathedral City	$2,124
Desert Hot Springs	$1,242
Indian Wells	$279
Indio	$1,944
La Quinta	$1,050 $1,313
Palm Desert	$29
Palm Springs	$1,072

Therefore, attached to this report is a Resolution to increase permit application fees to $800 for annual permits and $400 for seasonal permits.

FISCAL IMPACT:

Unknown at this time, but the City will realize a financial benefit in that increased application fees will allow the City to better recover its processing and regulatory costs of the short-term vacation rental program, thereby reducing the burden on the General Fund and other City financial resources.

ALTERNATIVES:

The City Council has the following alternatives to consider:

1. Adopt Resolution No. 2025-11 Setting the Amount of Short-Term Vacation Rental Permit Application Fees, Pursuant to Coachella Municipal Code Chapter 5.80.

2. Provide staff with revisions to the Resolution and then adopt it; or

3. Provide alternate direction to staff.

ATTACHMENTS:

1. Resolution No 2025-11

RESOLUTION NO. 2025-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA SETTING THE AMOUNT OF SHORT-TERM VACATION RENTAL PERMIT APPLICATION FEES, PURSUANT TO COACHELLA MUNICIPAL CODE CHAPTER 5.80

WHEREAS, pursuant to Chapter 5.80 of Title 5 of the Coachella Municipal Code (sections 5.80.005 through 5.80.160), the City issues permits to owners of certain residential dwelling units within the City to lease all or some of their property as short-term vacation rentals, for a term of 30 or fewer consecutive days, subject to those conditions and regulations as provided in Chapter 5.80; and

WHEREAS, at duly noticed public meetings held on February 26, 2025 and March 12, 2025, the Coachella City Council adopted Urgency Ordinance No. 1221 and Ordinance No. 1222, amending and updating the City's regulations of short-term vacation rentals in the City of Coachella; and

WHEREAS, Section 5.80.060(B) of the City's short-term vacation rental ordinance authorizes the City Council to set short-term vacation rental permit application fees by resolution; and

WHEREAS, as part of the discussion about the Ordinances identified above, it was identified that current fees collected by the City from applicants for new and renewed short-term vacation rental permits are insufficient to reimburse the City for its administrative costs to process short-term vacation rental permit applications and for its regulatory costs of operating the short-term vacation rental program; and

WHEREAS, State law authorizes the City Council to adopt a resolution enacting fees at rates that are sufficient to reimburse the City for its administrative costs to process short-term vacation rental permit applications and for its regulatory costs of operating the short-term vacation rental program; and

WHEREAS, pursuant to its authority under State law and the Coachella Municipal Code, the City Council desires to update the City's permit fee schedule for short-term vacation rental applications.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1: As authorized by State law and Coachella Municipal Code section 5.80.060(B), the City's application fees for short-term vacation rental permit applications filed on or after the effective date of this Resolution shall be as set forth in attached Exhibit "A".

Section 2: CEQA. The City Council hereby finds and determines that this resolution relates to organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, and therefore is not a project within the meaning of the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines, section 15378(b)(5).

Section 3: Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

Section 4: Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and **ADOPTED** this 12th day of March, 2025.

_____

Steven A. Hernandez
Mayor

ATTEST:

_____

Angela Zepeda
City Clerk

APPROVED AS TO FORM:

_____

Ryan Guiboa
City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF COACHELLA)

I HEREBY CERTIFY that the foregoing Resolution No. 2024-68 was duly adopted by the City Council of the City of Coachella at its regular meeting thereof, held on the 12h day of March, 2025, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Delia Granados
Deputy City Clerk

ATTACHMENT "A"

SHORT-TERM VACATION RENTAL APPLICATION FEE SCHEDULE

	Current Permit Fee	Seasonal Permits (March 1 – June 1)	Annual Permits
Coachella	$184	$400	$800

STAFF REPORT
March 12, 2025

TO: Honorable Mayor and City Council Members

FROM: Ryan Guiboa, City Attorney
Delia Granados, Deputy City Clerk

SUBJECT: Consider and Provide Direction on Updates to Written Public Comment Procedures

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RECOMMENDED ACTION:

Staff recommends that the City Council consider and provide direction on updates, if any, to the City's procedures in accepting and reading written public comments at Council meetings.

BACKGROUND:

The City currently provides multiple options for the public to provide comment at City Council meetings. Currently, public comments submitted by writing to the City Clerk by 3:00 P.M. on the day of the meeting are read into the record if the written comment is less than 250 words. Written public comments submitted after 3:00 P.M., but prior to the start of the meeting, are forwarded to the City Council and entered into the record.

Historically, the City Clerk did not read aloud written public comments at Council meetings. The process of reading written comments into the record started during the pandemic when meetings were solely conducted and attended virtually. Although Council meetings are now conducted in-person, the written comment procedures have not reverted back to the pre-pandemic process when written comments were simply accepted and entered into the record.

There is no legal requirement that written comments be read at Council meetings. Staff seeks Council direction on whether to continue the current practice of reading written comments into the record at Council meetings. And if Council wishes to continue the practice, whether the deadline of 3:00 P.M. and a word count of 250 words should remain in effect or otherwise revised.

FISCAL IMPACTS

There is no fiscal impact.

STAFF REPORT
3/12/2025

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Director of Economic Development

SUBJECT: Provide Direction and Approve One Appointment to the City's Culture and Arts Commission

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STAFF RECOMMENDATION:

Staff is requesting that the City Council provide direction and make one appointment to fill a vacancy on the City's Culture and Arts Commission.

BACKGROUND:

The City Council appointed four commissioners to the Culture and Arts Commission at the City Council meeting of February 26, 2025. However, one of the appointed commissioners, Alma Fregoso, declined her appointment, leaving a vacancy on the Culture and Arts Commission.

Appointee:	**Nominated By:**
Armando Lerma	Mayor Hernandez
Alyssa Maria Torres	Mayor Pro Tem Delgado
Alma Fregoso	Councilmember Perez *(Declined Appointment)*
Oralia Ortiz (Alt.)	Mayor Hernandez

List of Applicants for Culture and Arts Commission:

1. Irene N. Rodriguez
2. Javier Figueroa
3. Diana Ramirez

DISCUSSION/ANALYSIS:

Per the City's Municipal Code Section 2.26.020 Commission Member Appointment process is as follows: ". . . each council member may nominate an individual to serve on each city commission and committee subject to appointment by the mayor, with approval by the city council, at open session of a regular or special city council meeting. " Next steps and options include:

1) vote to elect from the applicants currently on file (attached hereto)
2) choose to establish a new application period to invite additional applicants to apply for the vacant Commissioner and Alternate Commissioner positions and/or
3) provide alternate direction.

FISCAL IMPACT:

None.

ATTACHMENTS:

Applications Received (3)

CITY OF COACHELLA

COMMISSION APPLICATION

NAME: Javier Figueroa

ADDRESS: [redacted]

TELEPHONE: [redacted] **E-MAIL:** [redacted]

COMMISSION:

- ☐ **Planning**
- ☒ **Cultural and Arts**
- ☐ **Parks and Recreation**
- ☐ **Utilities User Tax Citizen Oversight (UUT)**
- ☐ **Youth Advisory** (To be eligible for appointment to the Commission you must be enrolled in high school. Please state your age and high school you currently attend in the "other comments" in section 5.)
- ☐ **Social Justice & Public Safety**

To be eligible for appointment to any Commission you must be a resident of the City of Coachella. Members may only serve on one commission/committee.

Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

   I have served as a Commissioner for a few years and I am familiar with the process.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

   The Commission works for the citizens of Coachella and I am a citizen that is familiar with the issues in our city.

3. What special qualities can you bring to the Commission?

I feel I have a listening quality and am bilingual in fluent Spanish and English

4. Do you have any questions or comments about the Commission's structure or functions?

None

5. Other comments and/or ideas as to how you as a member of the selected Commission could benefit the City of Coachella.

None

Signature Javier Figueroa Date 12/03/2024

Note: Members of commissions shall be appointed for four-year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.

Youth Advisory Commission Note: The term of a Commissioner is one year from August to June; mirroring the local school district's school year.

PLEASE RETURN THIS COMPLETED APPLICATION TO:

Deputy City Clerk
City of Coachella
53-462 Enterprise Way
Coachella, CA 92236

cityclerk@coachella.org

(Revised 10-30-2023)

CITY OF COACHELLA

COMMISSION APPLICATION

NAME: IreneN. Rodríguez

ADDRESS: [redacted]

TELEPHONE: [redacted] **E-MAIL:** [redacted]

COMMISSION:

- ☐ **Planning**
- ☒ **Cultural and Arts**
- ☐ **Parks and Recreation**
- ☐ **Utilities User Tax Citizen Oversight (UUT)**
- ☐ **Youth Advisory** (To be eligible for appointment to the Commission you must be enrolled in high school. Please state your age and high school you currently attend in the "other comments" in section 5.)
- ☐ **Social Justice & Public Safety**

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Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

.....

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

   I have over 16 years of art education and museum experience with an emphasis of community engagement. In addition, I served on the Commission last year, and would like to continue my service. I have a B.A. in Art History and Business Economics and a M.A. in Museum Studies.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals? The Commission's goals and objectives are to bring art to the city created by emerging and well-known artist. Thses artists need to be contacted and/or identifies 1) from the city of Coachella;2) from the Coachella VAlley:, and then, 3) from outside of the area. In addition, the Commision's goal will be creating opportunities for the residents of Coachela to make art.

CITY OF COACHELLA

COMMISSION APPLICATION

RECEIVED
NOV 25 2024
7153 AM

NAME: Diana Ramirez

ADDRESS: [redacted]

TELEPHONE [redacted] **E-MAIL:** [redacted]

COMMISSION:

- [x] **Planning**
- [ ] **Cultural and Arts**
- [ ] **Parks and Recreation**
- [ ] **Utilities User Tax Citizen Oversight (UUT)**
- [ ] **Youth Advisory** (To be eligible for appointment to the Commission you must be enrolled in high school. Please state your age and high school you currently attend in the "other comments" in section 5.)
- [ ] **Social Justice & Public Safety**

To be eligible for appointment to any Commission you must be a resident of the City of Coachella. Members may only serve on one commission/committee.

Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

   Please see responses attached to this application.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

3. What special qualities can you bring to the Commission?

4. Do you have any questions or comments about the Commission's structure or functions?

5. Other comments and/or ideas as to how you as a member of the selected Commission could benefit the City of Coachella.

Signature Date

Note: Members of commissions shall be appointed for four-year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.

Youth Advisory Commission Note: The term of a Commissioner is one year from August to June; mirroring the local school district's school year.

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cityclerk@coachella.org

(Revised 10-30-2023)

PLANNING COMMISSION COMMITTEE
APPLICATION RESPONSES

1. **Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?**

As a resident, community member, and business owner in the City of Coachella, I represent the past, present, and future of our community. I was recently honored to complete a partial term as a Planning Commissioner for 2023-2024, which provided me with valuable insights into the challenges, successes, and opportunities facing our city. Throughout my time in this role, I attended all commission meetings and study sessions, and actively engaged in my duties, as well as in the workshops and events organized by the city. I am eager to complete a full term and continue contributing to the positive work we've started. In addition to my local experience, I have held advisory roles in communities across California, bringing a wealth of experience to the table. With a background in public service and a genuine commitment to giving back to my community, I am passionate about serving and being part of a larger purpose. Lastly, I hold a Master's degree from USC, along with various certifications and a Life and Health insurance license. This diverse experience has equipped me with a deep understanding of the complexities of planning, as well as the advisory needs of organizations, government agencies, and municipalities like ours.

2. **What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?**

The Planning Commission plays a central role in the planning process in three important ways. First, it acts as an advisory board to the City Council on all planning and development issues. Second, the commission assures that the general plan is implemented by reviewing development applications on a case-by-case basis. Third, the commission functions as the decision-making body for housing and commercial project applications for new construction, remodels, conditional use permits, and other. I would continue to help the Planning Commission achieve its goals by ensuring the voice and needs of our city are heard in all decisions and that the livelihood and economic wellbeing of our community are at the forefront.

3. **What special qualities can you bring to the Commission?**

I recently completed a partial term as a Planning Commissioner with the City of Coachella, an experience that allowed me to make a meaningful impact, address complex issues, and offer thoughtful leadership, insights, and recommendations. I am eager to serve a full term and continue the work I began during my previous tenure. With over 20 years of experience in strategic planning, project management, governance, stakeholder engagement, and compliance with federal and state laws, I bring a broad skill set to the table. Additionally, I have expertise in housing, education, development, business, insurance, and healthcare, which further enhances my ability to contribute effectively to the community's growth and development.

4. Do you have any questions or comments about the Commission's structure or functions?

I do not have questions or comments, however I want to provide commendations to the City staff and commission members for their active role and participation in planning issues. They have done splendid work in being visionary, asking tough questions and tackling difficult community topics and issues.

5. Other comments and/or ideas as to how you as a member of the Commission could benefit the City of Coachella.

As a member of the Planning Commission, I aim to continue to empower our community by advocating for the best community infrastructure and resources. Lastly, I still recommend for the City of Coachella's website be updated and be more user friendly so that residents, business owners, visitors and investors have the most updated information and we as a community can thrive.

3. What special qualities can you bring to the Commission?

I was raised in Coachella and upon finsing my education, I have made Coachella my home since 2004. Throughout my work experience, one key element is always connecting with the community. This is one quality I will bring to the Commission.

4. Do you have any questions or comments about the Commission's structure or functions?

Some questions I have for the Commission are: 1) What is the budget for arts and cultural city of Coachella; and 2) does the Commission meeth with City Council and/or Mayor to understand the priorities of the city better?

5. Other comments and/or ideas as to how you as a member of the selected Commission could benefit the City of Coachella.

I have enjoyed being on the Commission and learning more about the process and accomplishments of the city. I and wish to continue to serve my city as a Commissioner for the Arts and Cultural.

Signature Irene Rodriguez Date January 6, 2025

Note: Members of commissions shall be appointed for four-year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.

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