

APN: 778-071-008

TITLE REPORT NO: First American Title NCS-1053706-ONT1

PROJECT: City of Coachella Pueblo Viejo - Sustainable
Transportation Project

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY
(ESCROW INSTRUCTIONS)**

THIS AGREEMENT is entered into this 18 day of Feb, 2022 by and between the City of Coachella, a municipal corporation (hereinafter called "Buyer"), and the undersigned Delshuham Investments, LLC, a Washington State limited liability company; (hereinafter called "Seller") for acquisition by Buyer of certain real property hereinafter set forth. This Agreement shall be effective as of the date, following all legally required notices and hearings, this Agreement has been approved by Buyer's governing body or its delegated representative and signed by all Parties.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE.

1.1 The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said document and shall constitute the full consideration to be paid to Seller by Buyer for the real estate interests being conveyed and on account of the proposed public improvements to be located thereon, including severance damages, as provided herein.

1.2 Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement, the following real property interests situated in the City of Coachella County of Riverside, State of California:

(1) a permanent nonexclusive underground electrical distribution easement containing approximately 1,050 sf described on Exhibit 1 to the Right of Way Easement attached hereto as Exhibit "A" (the "Underground PE"),

(2) the permanent nonexclusive aerial electrical distribution easement containing approximately 885 sf described on Exhibit 1 to the Right of Way Easement attached hereto as Exhibit "B" (the "Overhead PE"),

(3) fee interest in the right of way dedication containing approximately 3,750 sf. and described on Exhibit 1 to the Grant Deed attached hereto as Exhibit "C" (the "Existing ROW"), and

(4) fee interest in the right of way dedication containing approximately 3,050 sf. and described as Exhibit 2 to the Grant Deed attached hereto as Exhibit "C" (the "New ROW").

The Underground PE, Overhead PE, Existing ROW and New ROW are referred to

collectively as the "Property".

- 1.3 The Overhead PE and Underground PE are granted on a non-exclusive basis. Seller's existing improvements to the Overhead PE area including trees, asphalt paving, concrete pad, and concrete block trans enclosure, shall remain in place and not be destroyed or materially disturbed by Buyer.
- 1.4 The parties agree that, notwithstanding the grant of the Existing ROW and New ROW hereunder, the remainder of the Seller real property of which the Property is a part shall have access rights for vehicular and pedestrian ingress and egress to and from 5th Street, and such access rights shall be reserved by Seller.

2. PURCHASE PRICE.

- 2.1 The total purchase price, payable in cash through escrow, shall be the sum of:

FORTY-NINE THOUSAND TWO HUNDRED SEVENTY AND NO/100 DOLLARS

(\$49,270.00)

- 2.2 In addition to the compensation shown in Section 2 above, Buyer agrees to reimburse Seller in an amount not to exceed \$10,000.00 for attorney fees and costs, including title and lender costs, related to this transaction (the "Cost Reimbursement").
- 2.3 Withholding Requirements per R&T 18662. California law (Revenue and Taxation Code Section 18662) requires that an amount equal to 3 1/3% of the total sales price/Purchase Price for the Property be withheld from funds otherwise payable to Seller at Close of Escrow and be paid to the California Franchise Tax Board unless Seller is exempted from such requirements. As a part of the Escrow closing process, Escrow Holder (defined below) will provide forms to Seller regarding such withholding and the circumstances under which Seller may be exempt from such requirements.

3. CONVEYANCE OF TITLE.

- 3.1 Seller agrees to convey the Underground PE and Overhead PE to Buyer by Right of Way Easements in the form attached hereto as Exhibits A and B, respectively, and convey fee title to the Existing ROW and New ROW to Buyer by Grant Deed in the form attached hereto as Exhibit C. Marketable title to all Property shall be conveyed subject to all easements, maps, covenants, conditions and other matters of record, including those exceptions to title reflected in that certain Preliminary Report from First American Title Company dated February 10, 2021 (Order NO. NCS-10537006-ONT) but free and clear of all recorded and unrecorded liens, deeds of trust, encumbrances, assessments, leases, and taxes EXCEPT:

- 3.1.1 Taxes: Taxes for the fiscal year in which this transaction closes which shall

be cleared and paid in the manner required by Sections 5096.7 and 4986 of the Revenue and Taxation Code, if unpaid at the close of this transaction.

4. TITLE INSURANCE POLICY.

- 4.1 Escrow Agent shall, following recording of deed to Buyer, provide Buyer with CLTA Standard Coverage Policy of Title Insurance in the amount of \$49,270.00 issued by Lawyers Title Company showing the title to the property vested in Buyer, subject only to the exceptions set forth in Section 3.1. and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged therefore.

5. ESCROW.

- 5.1 Buyer agrees to open an escrow in accordance with this Agreement at First American Title, 74770 US Highway 111 Suite 101, Indian Wells, CA 92210, or other First American Title office of Buyer's choice. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.
- 5.2 Seller has executed and handed the deeds to Buyer, concurrently with this Agreement. As soon as possible after opening of escrow, Buyer will deposit the executed deed, with Certificate of Acceptance attached, with Escrow Agent on Seller's behalf. Buyer agrees to deposit the purchase price upon demand of Escrow Agent. Buyer and Seller agree to deposit with Escrow Agent any additional instruments as may be necessary to complete this transaction.
- 5.3 Insurance policies for fire or casualty are not to be transferred, and Seller will cancel his own policies after close of escrow.
- 5.4 All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.

ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:

- 5.5 Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property;
- 5.6 Taxes for the fiscal year in which this transaction closes which shall be cleared and paid in the manner required by Section 4986 of the Revenue and Taxation Code, if unpaid at the close of this transaction
- 5.7 Any taxes which have been paid by Seller, prior to opening of this escrow, shall not

be prorated between Buyer and Seller, but Seller shall have the sole right, after close of escrow, to apply to the County Tax Collector of said county for refund. This refund would apply to the period after Buyer's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

- 5.8 Pay and charge Seller, upon Seller's written approval, for any amount necessary to pay off and release any monetary liens against the Property to satisfy Section 3 of this Agreement, excluding any penalty for prepayment to any lienholder in compliance with §1265.240 of the Eminent Domain Law;
 - 5.9 Pay and charge Buyer for any escrow fees, charges, and costs payable under Section 6 of this Agreement;
 - 5.10 Disburse funds and deliver deed when conditions of this escrow have been fulfilled by Buyer and Seller.
 - 5.11 The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.
 - 5.12 All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.
 - 5.13 TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. If (except for deposit of money by Buyer, which shall be made by Buyer upon demand of Escrow Agent before close of escrow) this escrow is not in condition to close within 90 days from date of these instructions, any party who then shall have fully complied with his instructions may, in writing, terminate this Agreement and demand the return of his money or property; but if none have complied no demand for return thereof shall be recognized until five (5) days after Escrow Agent shall have mailed copies of such demand to all other parties at the respective addresses shown in these escrow instructions, and if any objections are raised within said five (5) day period, Escrow Agent is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or mutual instructions. If no demands are made, proceed with closing of this escrow as soon as possible.
 - 5.14 Responsibility for Escrow Agent under this Agreement is expressly limited to Sections 1, 2, 3, 4, 5, 6, 10, 11, 16, 18 and to its liability under any policy of title insurance issued in regard to this transaction.
6. ESCROW FEES, CHARGES AND COSTS.
- 6.1 Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which

arise in this escrow, including all title fees, recording fees, and documentary transfer taxes (if applicable). Buyer shall also reimburse to Seller at Closing, Cost Reimbursement as provided in and subject to the limits contained in Section 2.2 above.

7. EARLY POSSESSION OF PROPERTY

7.1 In the event that this escrow is not in a condition to close by the time Buyer requires possession to begin pre-construction on the Property, Buyer and Seller agree to negotiate, in good faith, an interim possession and use agreement.

8. CONSTRUCTION CONTRACT AND CURATIVE WORK.

8.1 It is understood and agreed by and between the parties hereto in addition to the compensation shown in Section 2 hereinabove, the Buyer, its contractors or assigns, shall perform the following construction contract items at the time of the installation of the proposed project:

8.1.1 None.

8.2 All work performed under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work and shall be completed in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated or reconstructed by the Buyer, shall be left in as good condition as found.

8.3 It is understood and agreed by and between the parties hereto that the compensation paid to Seller through this Agreement includes the value of and cost to remove, relocate, reconstruct, and/or refurbish the following improvements located on the Property.

8.3.1 None.

9. PERMISSION TO ENTER ON PREMISES.

9.1 Seller hereby grants to Buyer, and its authorized representatives, agents or contractors, the right to enter upon the Property upon 24 hours prior written notice for purposes of inspecting, testing, surveying and/or planning. Buyer shall not commence or authorize any work of improvement or other invasive work, or commit any damage to, the Property, prior to Closing without Seller's prior written permission, which may be given or withheld by Seller in its sole discretion.

10. COUNTERPARTS.

10.1 This agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile

transmission or by electronic transmission in PDF format shall constitute effective execution and delivery of this Agreement.

11. CLOSING STATEMENT.

11.1 Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer; purpose being to ascertain if any reimbursements are due Seller.

12. LOSS OR DAMAGE TO IMPROVEMENTS.

12.1 Not applicable.

13. EMINENT DOMAIN DISMISSAL.

13.1 Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation, and Seller hereby agrees and consents to the dismissal or abandonment of any eminent domain action in the Superior Court of the State of California in and for the County of Riverside wherein the herein described property is included and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith. If, prior to the close of the execution of this transaction, Seller is served with a Summons and Complaint in Eminent Domain in which Seller is a named defendant, upon the closing of this transaction, Seller agrees and consents to Buyer taking a Default in said action provided such default is consistent with the terms of this Agreement.

14. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER.

Seller hereby warrants, represents, and/or covenants to Buyer that:

14.1 To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

14.2 Until the closing, Seller shall maintain the property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the property.

14.4 Until the closing, Seller shall not do anything which would impair Seller's title to any of the property.

14.5 To the best of Seller's knowledge, and subject to the release or partial release of the Deed of Trust encumbering the Property in favor of Seller's lender, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.

14.7 Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Warranties, Representations, and Covenants of Seller Section not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

15. SUITABILITY AND CONDITION OF PROPERTY.

15.1 Determination of Suitability. Buyer is acquiring the Property for street improvement purposes. Buyer's obligation to purchase the Property is subject to Buyer's determination, in its sole discretion, that the Property is suitable for such use, as well as Buyer's approval of all aspects of the condition of the Property and condition of title to the Property. Buyer's election to close Escrow and acquire title to the Property will constitute and be evidence of Buyer's determination regarding the suitability of the Property and acceptance of the condition of the Property and title thereto for such purposes. In the event Buyer determines the Property is not suitable for such purposes, Buyer may terminate this Agreement.

15.2 Environmental Due Diligence. Subject to Section 9 above, Buyer shall conduct and shall rely upon its own investigation of the environmental status of the Property as Buyer' deems necessary.

15.3 Right of Entry. Buyer, its agents and consultants, will have a right of entry to the Property in order to conduct any testing and inspections, as described in Section 9 above. Buyer will defend, indemnify and hold Seller free and harmless from and against any and all claims, damages and liabilities, including reasonable attorney's fees and costs, arising out of Buyer's exercise of this right of entry or presence on the Property, and will keep the Property free from mechanics lien claims. Buyer maintains and will continue to maintain, and will cause all of its agents and consultants with access to the Property to maintain, adequate public liability insurance coverage throughout the term of this Agreement. Buyer's indemnity obligations as set forth herein will survive termination of this Agreement.

15.4 Hazardous Waste. Seller is aware of its obligation under California Health and Safety Code Section 25359.7 to disclose information to Buyer regarding the environmental status of the Property. To Seller's knowledge, without investigation, Seller has not used, generated, released, discharged, stored, or disposed of, or knowingly allowed any other tenant or occupant of the Property to use, generate, release, discharge, store, or dispose of, any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. From the date of this Agreement until Closing, Seller shall not cause or knowingly permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or

25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. §1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903), or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. §9601 et seq. (42 U.S.C. §9601).

16. FULL AND COMPLETE SETTLEMENT AND RELEASE.

16.1 Seller hereby acknowledges that the compensation paid to Seller through this Agreement constitutes the full and complete settlement of any and all claims against Buyer, by reason of Buyer's acquisition of the property and any dislocation of Seller from same, specifically including, but not limited to, any and all claims in inverse condemnation and for pre-condemnation damages, any and all loss of business goodwill and any and all relocation benefits that Seller may be entitled to on account of the acquisition by Buyer of this Property. Except for those arising under this Agreement, Seller and Buyer, and each and all of their individual and collective agents', representatives, attorneys, principals, predecessors, successors, assigns, administrators, executors, heirs, and beneficiaries, hereby release the other party, and each of them from any and all obligations, liabilities, claims, costs, expenses, demands, debts, controversies, damages, causes of action, including without limitation those relating to just compensation, damages, which any of them now have, or might hereafter have, by reason of the transaction contemplated by this Agreement. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

16.2 Seller hereby acknowledges that it has been advised by its attorney concerning, and are familiar with, the provisions of California Civil Code section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his 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's Initials

- 16.3 Seller acknowledges that it may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained may give rise to additional damage, loss, costs or expenses in the future. Seller also acknowledges that changes in law may occur in the future which may apply retroactively and may allow Seller to be entitled to further claims for damage, loss, costs or expenses which are presently unknown and unsuspected. Nevertheless, Seller hereby acknowledges that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waives any and all rights which it may have under California Civil Code section 1542, or under any statute or common law or equitable principle of similar effect.

This acknowledgment and release survives the close of escrow.

17. CONTINGENCY.

- 17.1 It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the Buyer herein, as evidenced by Buyer's signature to this Agreement.
- 17.2 The execution of these documents and the delivery of same to Escrow Agent constitutes said acceptance and approval.
- 17.3 The parties acknowledge that the Property is currently encumbered by a Deed of Trust in favor of Bank of America N.A. recorded as Instrument No. 2016-0079874. Seller will use its reasonable best efforts to cause the Bank to release the Property from the Deed of Trust so that the Property may be conveyed to Buyer free and clear of such lien as required under Section 3.1; provided, however, that Seller shall not be required to pay off the entire outstanding balance of the loan secured by the Deed of Trust in order to cause such release. Release of the Deed of Trust shall remain a condition to Closing, and if the parties are unable to obtain such release prior to Closing, either party may terminate this Agreement pursuant to Section 5.13 above.

18. MISCELLANEOUS.

- 18.1 All exhibits to this Agreement are incorporated and made a part hereof by reference.
- 18.2 The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.
- 18.3 This Agreement contains the entire agreement between both parties, neither party relies upon any warranty or representation not contained in this Agreement.

18.4 In the event of any dispute or controversy between Buyer and Seller relating to the interpretation of this Agreement or to the transactions contemplated hereby, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party, as awarded by the court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth hereinabove.

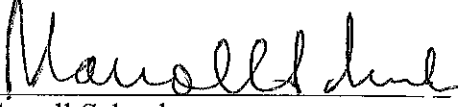
<p><u>MAILING ADDRESS OF SELLER</u></p> <p>1293 6th Street Coachella, CA 92236</p>	<p><u>SELLER:</u> Delshuham Investments, LLC</p> <p>By:  J. Carroll Schueler</p> <p>Its: Manager</p>
<p><u>MAILING ADDRESS OF BUYER</u></p> <p>City of Coachella 53-990 Enterprise Way Coachella, CA 92236</p>	<p><u>BUYER:</u> City of Coachella, a municipal corporation</p> <p>By: _____ Gabriel D. Martin, Ph.D</p> <p>Its: City Manager</p>

EXHIBIT "A"
RIGHT OF WAY EASEMENT FOR
UNDERGROUND NONEXCLUSIVE PERMANENT EASEMENT

Recording Requested By
City of Coachella

EXHIBIT "A"

And When Recorded Mail To:

<p>City of Coachella Attn: City Clerk 53-990 Enterprise Way Coachella, CA 92236</p>

Space Above This Line For Recorder's Use

APN: 778-071-008

Documentary Transfer Tax § R& T § 11922; Gov Code § 6103
 _____ Computed on Full Value of Property Conveyed, or
 _____ Computed on Full Value less liens and encumbrances
 remaining thereon at time of sale

Signature of Declarant or Agent Determining Tax - Firm Name

RIGHT OF WAY EASEMENT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned herewith convey to the City of Coachella, a municipal corporation, its successors or assigns, a right of way easement for the purpose of constructing, operating, and maintaining underground power line or lines, and necessary appurtenances attached thereto or as from time to time may be reconstructed, enlarged or otherwise changed, over and across the following described property:

County of Riverside, State of California.

Said right of way being described as: Indicated on Exhibit "A" and depicted in Exhibit "B" attached hereto and made part of.

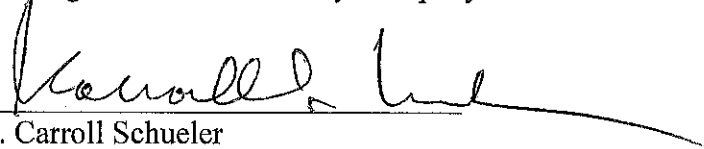
The grantee shall have the right of ingress and egress over and along said right of way for its representatives and equipment. Also the right to keep the right of way free from brush, wood growth or obstructions which might be deemed a hazard. Any use of said right of way easement shall not determine or limit the extent of the easement granted herein.

The grantee shall also have the right to remove or destroy any obstruction or fire hazard that might now exist or exist in the future on said right of way.

CONDUITS CARRY HIGH VOLTAGE ELECTRICAL CONDUCTORS, therefore Grantor shall not make or allow any excavation or fill to be made within this easement WITHOUT FIRST NOTIFYING IMPERIAL IRRIGATION DISTRICT by calling 1-800-422-4133 (Underground Alert), and OBTAINING PERMISSION.

IN WITNESS WHEREOF said grantor _____ ha s hereunto affixed his signature__ this
18 day of Feb, 2022.

Delshuham Investments, LLC
A Washington Limited Liability Company

By: 
J. Carroll Schueler

Its: Manager

EXHIBIT "1"
LEGAL DESCRIPTION
ELECTRICAL DISTRIBUTION EASEMENT

That certain parcel of land located in the City of Coachella, County of Riverside, State of California, being located within that certain parcel of land described as Parcel 3B of a Grant Deed recorded February 7, 2003 as Doc. #2003-092624 of Official Records of said County, more particularly described as follows:

BEGINNING at the southeast corner of said Parcel 3B;

Thence along the easterly line of said Parcel 3B North $36^{\circ}08'33''$ West a distance of 70.00 feet to an angle point in the boundary line of said Parcel 3B, said point lies on the southwesterly prolongation of the southerly right-of-way line of Fifth Street (Fifth Street being 75.00 feet in total width, 37.50 feet halfwidth from centerline);

Thence along said southwesterly prolongation South $53^{\circ}53'19''$ West a distance of 15.00 feet to a line parallel with and 15.00 feet southwesterly, measured at right angles, of the aforementioned easterly line of said Parcel 3B;

Thence along said parallel line South $36^{\circ}08'33''$ East a distance of 70.00 feet to the southerly line of said Parcel 3B;

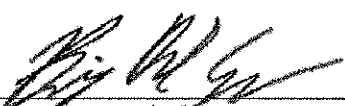
Thence along said southerly line North $36^{\circ}08'33''$ East a distance of 15.00 feet to the **POINT OF BEGINNING**.

CONTAINING 1,050 Square Feet, more or less.

SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of record.

Graphically depicted on 'EXHIBIT "B" – PLAT', attached hereto and by this reference made a part hereof.

This legal description and accompanying plat were prepared by me or under my direction.



Benjamin Daniel Egan, PE, PLS
Licensed Land Surveyor No. 8756
Prepared: June 17, 2021

EXHIBIT "B" - PLAT

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR AN ELECTRICAL DISTRIBUTION EASEMENT
PORTION OF PARCEL 3B OF GRANT DEED
REC. 2/7/2003 AS INST. #2003-092624

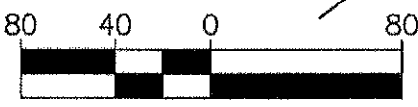
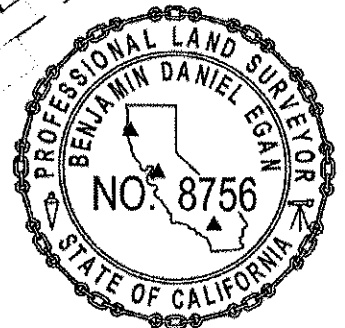
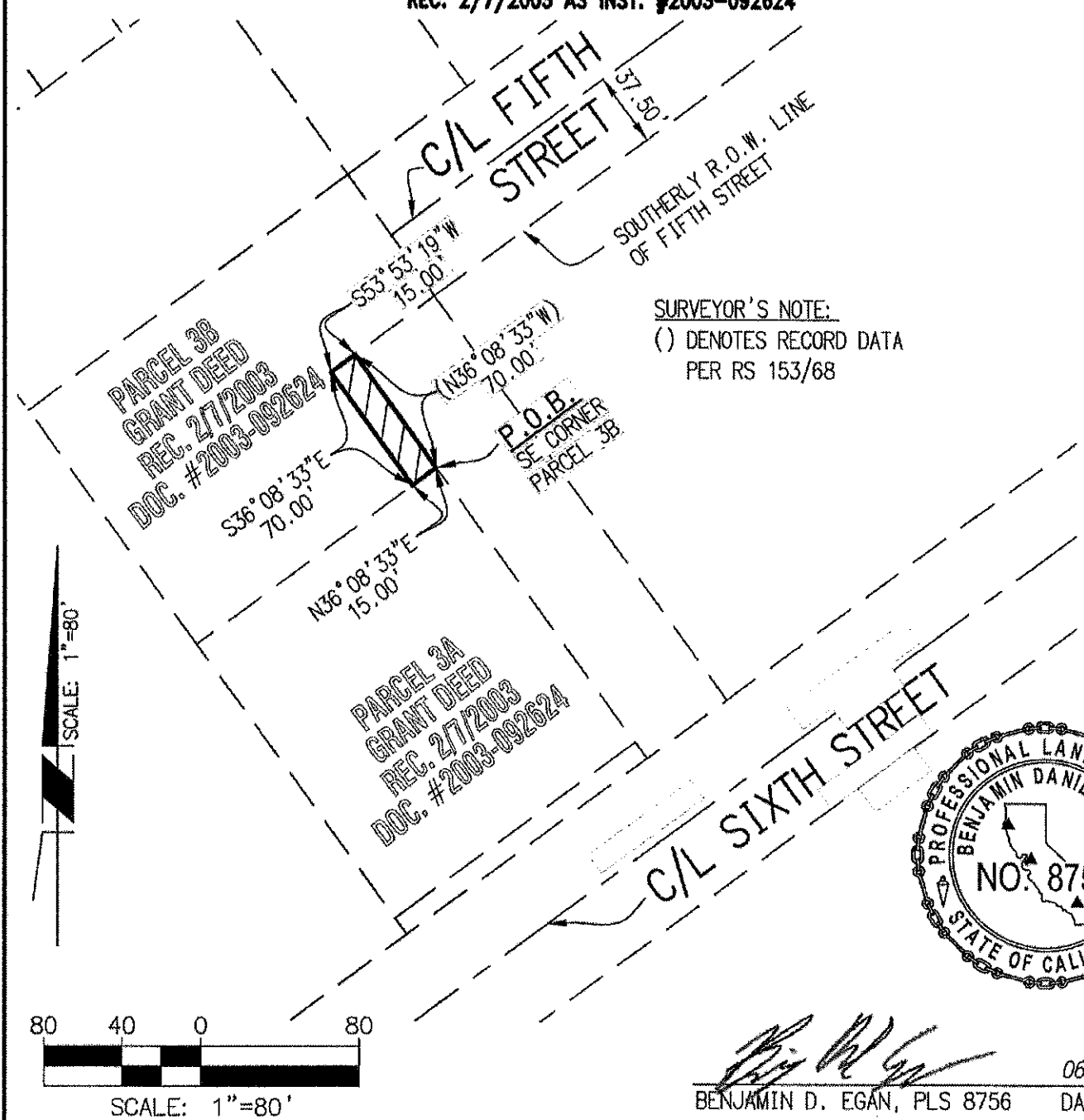
NOTE:



AREA OF EASEMENT
1,050± SQUARE FEET

SURVEYOR'S NOTE:

() DENOTES RECORD DATA
PER RS 153/68



SCALE: 1"=80'

Benjamin D. Egan
BENJAMIN D. EGAN, PLS 8756
06/17/2021
DATE

IMPERIAL IRRIGATION DISTRICT

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED LEGAL DESCRIPTION. IT DOES NOT SUPERCEDE WRITTEN DESCRIPTION HEREIN.

SHEET
1
OF 1 SHEET(S)
W.O. # _____

EXHIBIT
'B'

PREPARED BY:
EGAN CIVIL, INC.
PO BOX 5282, LA QUINTA, CA 92248-5282
(760) 404-7663 WWW.EGANCIVIL.COM



SUBJECT:
ELECTRICAL DISTRIBUTION
EASEMENT
APN 778-071-008
(NORTH PORTION OF PARCEL)

SCALE: 1"=80' DRAWN BY: BDE DATE: 6/17/2021 CHECKED BY: BDE

EXHIBIT "B"
RIGHT OF WAY EASEMENT FOR
OVERHEAD NONEXCLUSIVE PERMANENT EASEMENT

Recording Requested By
City of Coachella

EXHIBIT "B"

And When Recorded Mail To:

City of Coachella
Attn: City Clerk
53-990 Enterprise Way
Coachella, CA 92236

Space Above This Line For Recorder's Use

APN: 778-071-008

Documentary Transfer Tax S R & T §11922; Gov Code §6103
____ Computed on Full Value of Property Conveyed, or
____ Computed on Full Value less liens and encumbrances
remaining thereon at time of sale

Signature of Declarant or Agent Determining Tax - Firm Name

RIGHT OF WAY EASEMENT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned herewith convey to the City of Coachella, a municipal corporation, its successors or assigns, a right of way easement for the purpose of constructing, operating, and maintaining overhead power line or lines, and necessary appurtenances attached thereto or as from time to time may be reconstructed, enlarged or otherwise changed, over and across the following described property:

County of Riverside, State of California.

Said right of way being described as: Indicated on Exhibit "A" and depicted in Exhibit "B" attached hereto and made part of.

The grantee shall have the right of ingress and egress over and along said right of way for its representatives and equipment. Also the right to keep the right of way free from brush, wood growth or obstructions which might be deemed a hazard. Any use of said right of way easement shall not determine or limit the extent of the easement granted herein.

The grantee shall also have the right to remove or destroy any obstruction or fire hazard that might now exist or exist in the future on said right of way.

CONDUITS CARRY HIGH VOLTAGE ELECTRICAL CONDUCTORS, therefore Grantor shall not make or allow any excavation or fill to be made within this easement WITHOUT FIRST NOTIFYING IMPERIAL IRRIGATION DISTRICT by calling 1-800-422-4133 (Underground Alert), and OBTAINING PERMISSION.

IN WITNESS WHEREOF said grantor _____ has hereunto affixed his signature this 18 day of Feb, 2022.

Delshuham Investments, LLC
A Washington Limited Liability
Company

By: 
J. Carroll Schueler

Its: Manager

EXHIBIT "1"
LEGAL DESCRIPTION
ELECTRICAL DISTRIBUTION EASEMENT

That certain parcel of land located in the City of Coachella, County of Riverside, State of California, being a portion of Parcel 3A of a Grant Deed recorded February 7, 2003 as Doc. #2003-092624 of Official Records of said County, more particularly described as follows:

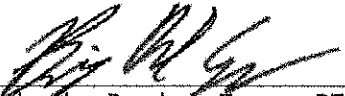
BEGINNING at the northeast corner of said Parcel 3A;
Thence along the easterly line of said Parcel 3A South 36°08'33" East a distance of 59.00 feet;
Thence leaving said line at right angles, South 53°53'19" West a distance of 15.00 feet to a line parallel with and 15.00 feet southwesterly, measured at right angles, of the aforementioned easterly line of said Parcel 3A;
Thence along said parallel line North 36°08'33" West a distance of 59.00 feet to the northerly line of said Parcel 3A;
Thence along said northerly line North 53°53'19" East a distance of 15.00 feet to the **POINT OF BEGINNING**.

CONTAINING 885 Square Feet, more or less.

SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of record.

Graphically depicted on 'EXHIBIT "B" – PLAT', attached hereto and by this reference made a part hereof.

This legal description and accompanying plat were prepared by me or under my direction.



Benjamin Daniel Egan, PE, PLS
Licensed Land Surveyor No. 8756
Prepared: June 17, 2021

EXHIBIT "B" - PLAT

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR AN ELECTRICAL DISTRIBUTION EASEMENT
PORTION OF PARCEL 3A OF GRANT DEED
REC. 2/7/2003 AS INST. #2003-092624

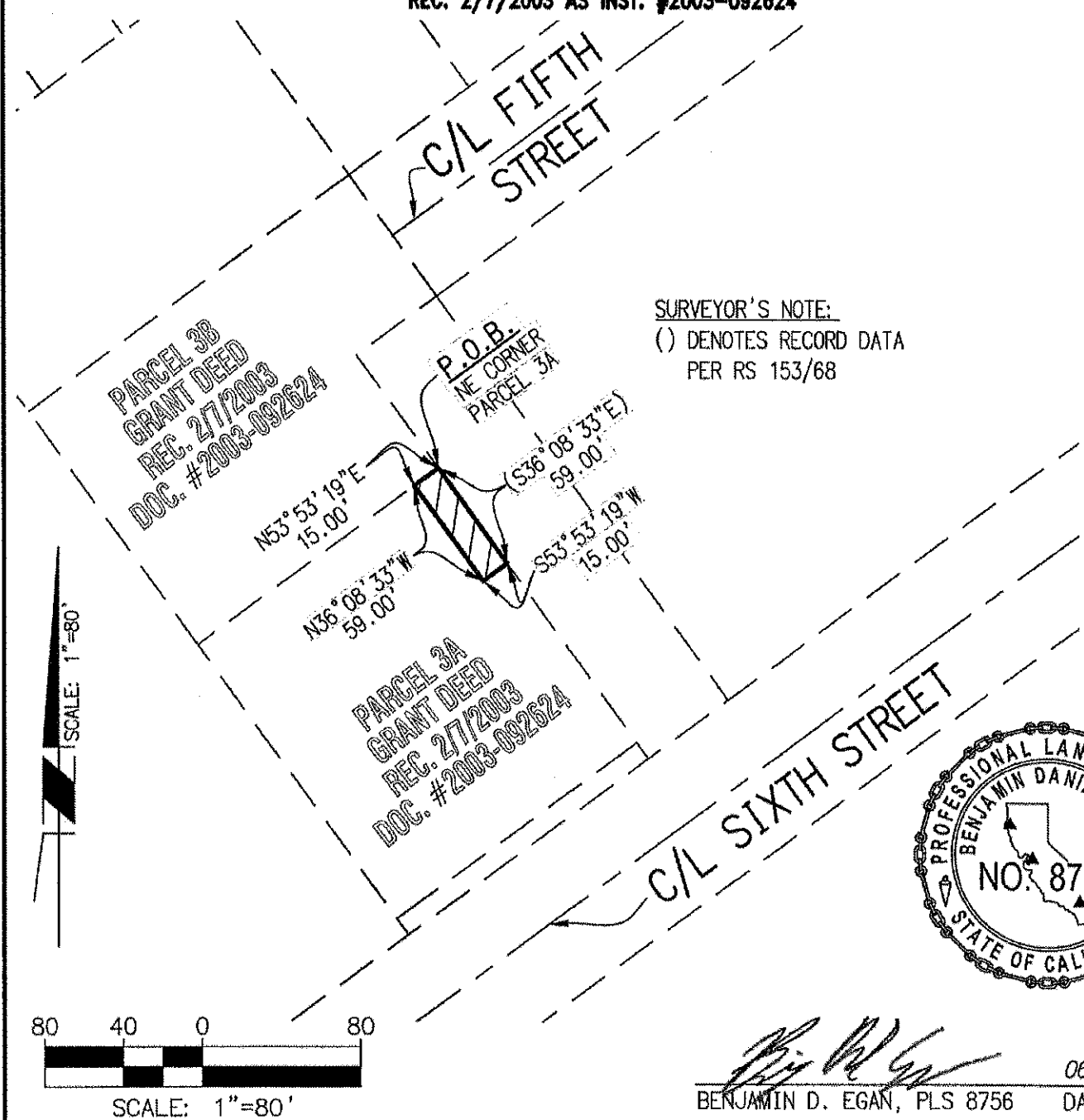
NOTE:



AREA OF EASEMENT
885± SQUARE FEET

SURVEYOR'S NOTE:

() DENOTES RECORD DATA
PER RS 153/68



SCALE: 1"=80'



Benjamin D. Egan
BENJAMIN D. EGAN, PLS 8756
06/17/2021
DATE

IMPERIAL IRRIGATION DISTRICT

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED LEGAL DESCRIPTION. IT DOES NOT SUPERCEDE WRITTEN DESCRIPTION HEREIN.

SHEET
1
OF 1 SHEET(S)
W.O. # _____

EXHIBIT
'B'

PREPARED BY:
EGAN CIVIL, INC.
PO BOX 5282, LA QUINTA, CA 92248-5282
(760) 404-7663 WWW.EGANCIVIL.COM

SUBJECT:
ELECTRICAL DISTRIBUTION
EASEMENT
APN 778-071-008
(SOUTH PORTION OF APN)

SCALE: 1"=80' DRAWN BY: BDE DATE: 6/17/2021 CHECKED BY: BDE

EXHIBIT "C"
GRANT DEED FOR
EXISTING RIGHT OF WAY AND NEW RIGHT OF WAY

EXHIBIT "C"

TITLE ORDER NO.; NCS-1053706-ONT1

APN: 778-071-008

PROJECT: Coachella Pueblo Viejo – Sustainable
Transportation Project

RECORDING REQUESTED BY:

City of Coachella

WHEN RECORDED MAIL TO:

City of Coachella
ATTN: City Clerk
53-990 Enterprise Way
Coachella, CA 92236

DOCUMENTARY TRANSFER TAX \$ NONE

GRANT DEED

FREE RECORDING REQUESTED Essential to acquisition by
City of Coachella - See Govt. Code 6103

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Delshuham Investments, LLC, a Washington Limited Liability Company

hereby GRANT(S) to the City of Coachella, a municipal corporation,

the following described real property in the City of Coachella, County of Riverside, State of California, described as follows:

SEE EXHIBITS "1" ATTACHED HERETO AND
BY THIS REFERENCE MADE A PART HEREOF

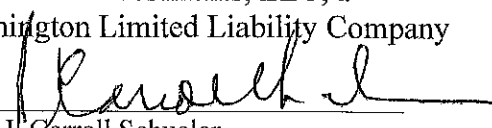
Nothing in this conveyance is intended to restrict Grantor's access from Grantor's remainder property to the existing 5th Street.

Date:

2-18-22

Delshuham Investments, LLC, a
Washington Limited Liability Company

By:


J. Carroll Schueler

Its: Manager

EXHIBIT "1"

**LEGAL DESCRIPTION
RIGHT-OF-WAY DEDICATION
FIFTH STREET**

That certain parcel of land located in the City of Coachella, County of Riverside, State of California, being a portion of Parcel 3B of a Grant Deed recorded February 7, 2003 as Doc. #2003-092624 of Official Records of said County, more particularly described as follows:

BEGINNING at the most easterly corner of said Parcel 3B;

Thence along the easterly line of said Parcel 3B North $36^{\circ}08'33''$ West a distance of 75.00 feet to the northeast corner of said Parcel 3B;

Thence along the northerly line of said Parcel 3B South $53^{\circ}53'19''$ West a distance of 50.00 feet to a line parallel with and 50.00 feet southwesterly, measured at right angles, of the aforementioned easterly line of said Parcel 3B;

Thence along said parallel line South $36^{\circ}08'33''$ East a distance of 75.00 feet to an angle point in the easterly line of said Parcel 3B;

Thence along said line North $53^{\circ}53'19''$ East a distance of 50.00 feet to the


POINT OF BEGINNING.

CONTAINING 3,750 Square Feet, more or less.

SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of record.

Graphically depicted on 'EXHIBIT "B" – PLAT', attached hereto and by this reference made a part hereof.

This legal description and accompanying plat were prepared by me or under my direction.



Benjamin Daniel Egan, PE, PLS
Licensed Land Surveyor No. 8756
Prepared: June 17, 2021

EXHIBIT "B" - PLAT

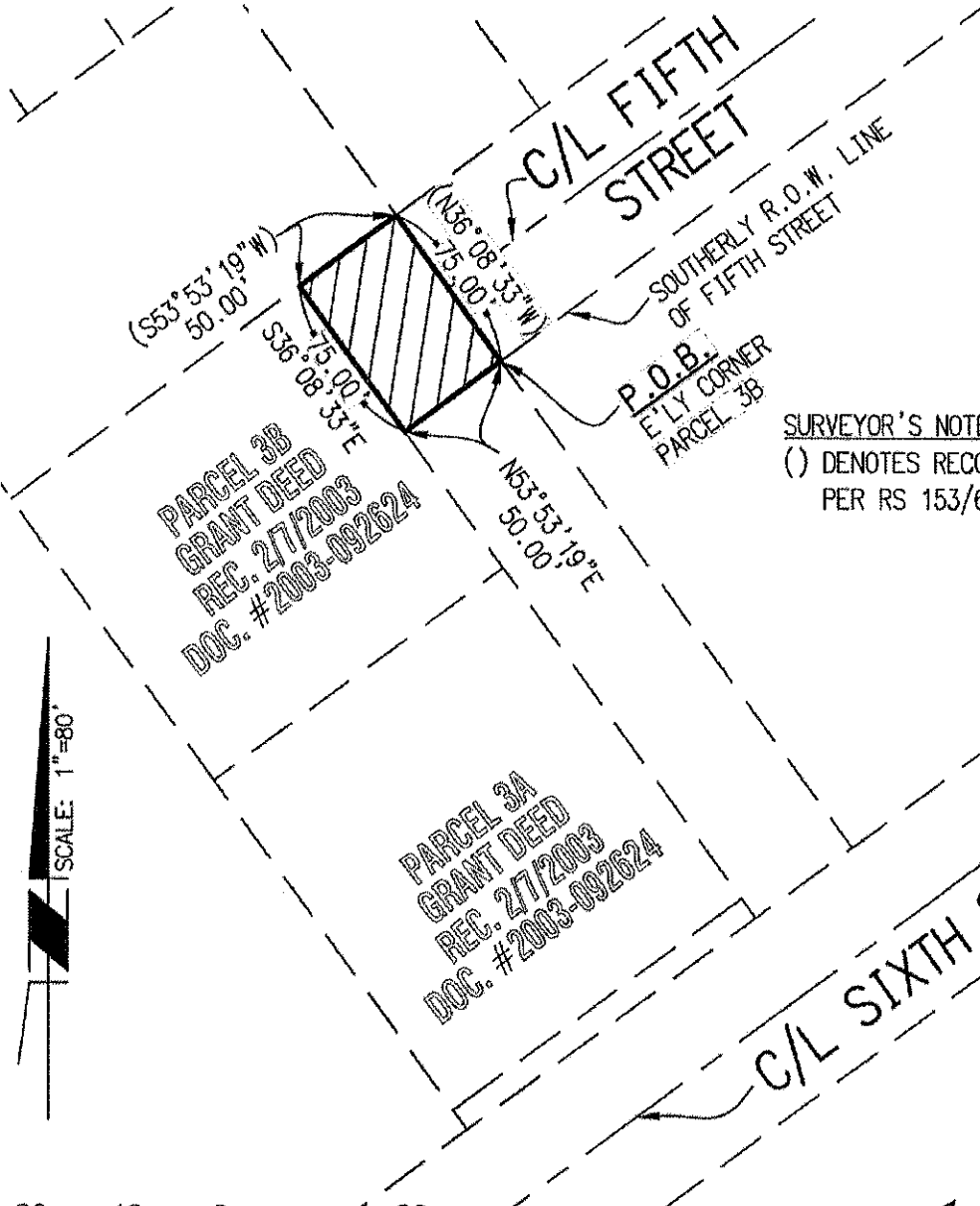
SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION
 FOR A RIGHT-OF-WAY DEDICATION
 PORTION OF PARCEL 3B OF GRANT DEED
 REC. 2/7/2003 AS INST. #2003-092624

NOTE:



AREA OF EASEMENT
 3,750± SQUARE FEET



SURVEYOR'S NOTE:
 () DENOTES RECORD DATA
 PER RS 153/68

SCALE: 1"=80'



SCALE: 1"=80'



Benjamin D. Egan
 BENJAMIN D. EGAN, PLS 8756

06/17/2021
 DATE

CITY OF COACHELLA

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED LEGAL DESCRIPTION. IT DOES NOT SUPERCEDE WRITTEN DESCRIPTION HEREIN.

SHEET
1
 OF 1 SHEET(S)

EXHIBIT
'B'

PREPARED BY:
EGAN CIVIL, INC.
 PD BOX 5282, LA QUINTA, CA 92248-5282
 (760) 404-7663 WWW.EGANCIVIL.COM

SUBJECT:
 R.O.W. DEDICATION
 25TH STREET
 APN 778-071-008

EXHIBIT "1"
LEGAL DESCRIPTION
RIGHT-OF-WAY DEDICATION
FIFTH STREET PASEO

That certain parcel of land located in the City of Coachella, County of Riverside, State of California, being a portion of Parcel 3B of a Grant Deed recorded February 7, 2003 as Doc. #2003-092624 of Official Records of said County, more particularly described as follows:

COMMENCING at the most northerly corner of said Parcel 3B;

Thence along the northerly line of said Parcel 3B South 53°53'19" West a distance of 50.00 feet to a line parallel with and 50.00 feet southwesterly, measured at right angles, of the aforementioned easterly line of said Parcel 3A, said point being the **POINT OF BEGINNING**;

Thence along said parallel line South 36°08'33" East a distance of 75.00 feet to an angle point in the easterly line of said Parcel 3B, said point lies on the southwesterly prolongation of the southerly right-of-way line of Fifth Street (Fifth Street being 75.00 feet in total width, 37.50 feet half-width from centerline);

Thence along said southwesterly prolongation South 53°53'19" West a distance of 40.00 feet;

Thence North 36°08'33" West a distance of 75.00 feet to the northerly line of said Parcel 3B;

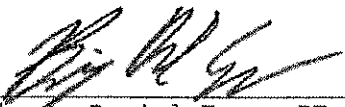
Thence along said northerly line North 53°53'19" East a distance of 40.00 feet to the **POINT OF BEGINNING**.

CONTAINING 3,000 Square Feet, more or less.

SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of record.

Graphically depicted on 'EXHIBIT "B" – PLAT', attached hereto and by this reference made a part hereof.

This legal description and accompanying plat were prepared by me or under my direction.



Benjamin Daniel Egan, PE, PLS
Licensed Land Surveyor No. 8756
Prepared: June 17, 2021

EXHIBIT "B" - PLAT

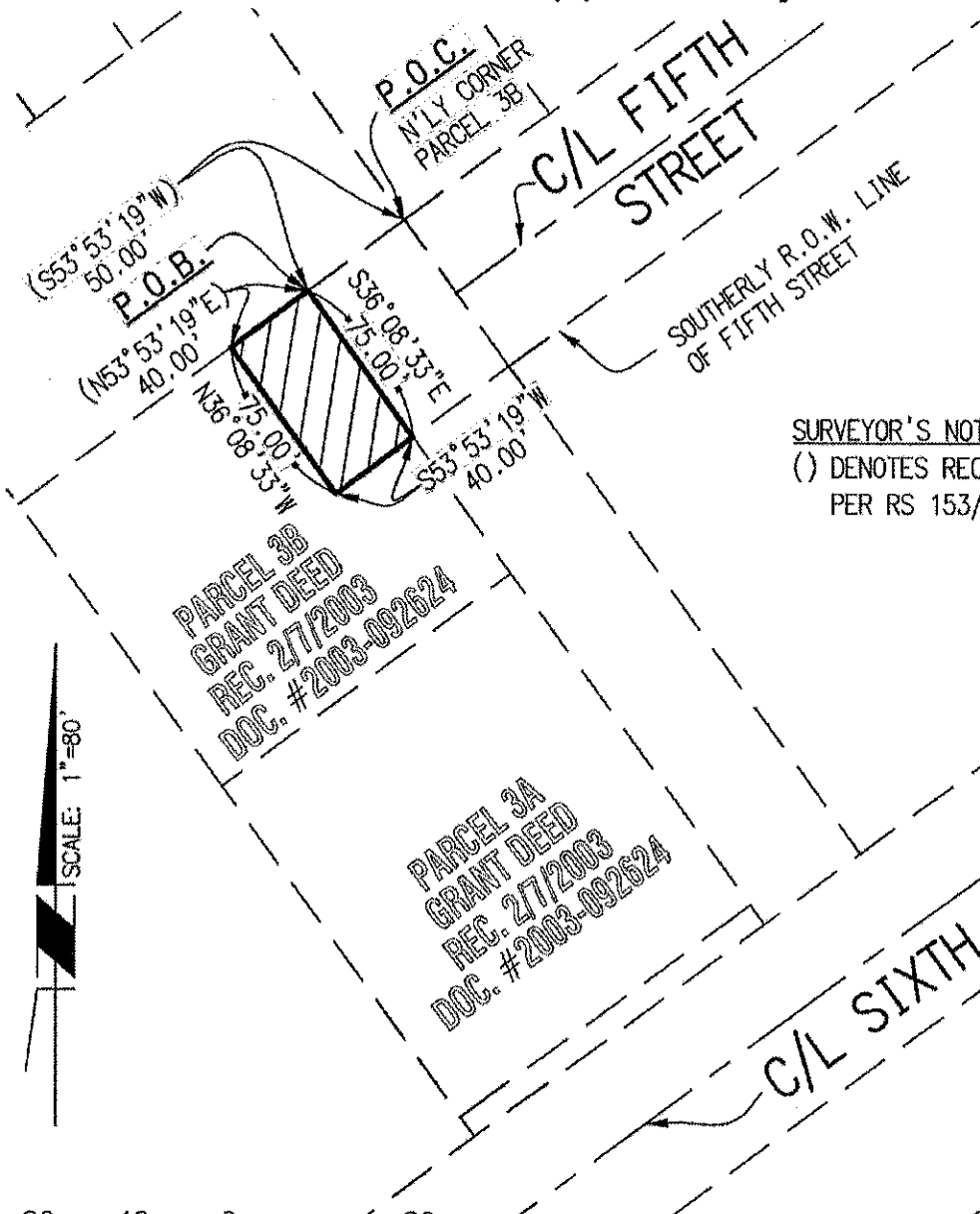
SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR A RIGHT-OF-WAY DEDICATION
PORTION OF PARCEL 3B OF GRANT DEED
REC. 2/7/2003 AS INST. #2003-092624

NOTE:



AREA OF EASEMENT
3,000± SQUARE FEET



SURVEYOR'S NOTE:
() DENOTES RECORD DATA
PER RS 153/68



SCALE: 1"=80'



SCALE: 1"=80'



Benjamin D. Egan
BENJAMIN D. EGAN, PLS 8756

06/17/2021
DATE

CITY OF COACHELLA

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED LEGAL DESCRIPTION. IT DOES NOT SUPERCEDE WRITTEN DESCRIPTION HEREIN.

SHEET

1

EXHIBIT

'B'

PREPARED BY:

EGAN CIVIL, INC.



PO BOX 5282, LA QUINTA, CA 92248-5282
(760) 404-7663 WWW.EGANCIVIL.COM

SUBJECT:

PEDESTRIAN AND UTILITY
EASEMENT - PASEO
APN 778-071-008

OF 1 SHEET(S)

SCALE: 1"=80'

DRAWN BY: BDE

DATE: 6/17/2021

CHECKED BY: BDE

W.O. #