

**FIRST AMENDMENT TO OPTION AGREEMENT
BETWEEN THE CITY OF COACHELLA AND
R.B. JOHNSON INVESTMENT, LLC.**

This **First Amendment To Option Agreement** (“First Amendment”) is entered into as of February 18, 2020, by and between **The City of Coachella, a Political Subdivision of the State Of California** (the “Optionee” and “City”); and **R.B. Johnson Investments, LLC**, a California limited liability company (the “Optionor”).

RECITALS

A. Optionee and Optionor entered into that certain Option Agreement dated as of January 9, 2018 (the “Option Agreement”), pursuant to which Optionee was granted an option to purchase certain land in the City of Coachella, County of Riverside, State of California, which is more particularly described in the Option Agreement (“Land”).

B. Optionee and Optionor desire to amend certain terms of the Option Agreement and provide for additional agreements between the parties as set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Extension of Option Term. The Option Term is hereby extended to end on June 10, 2020. There shall be no additional unilateral Extensions of the Option Term by Optionee.

2. Land. The Land area shall be amended to include an additional 0.88± acres for a total of 2.21± acres (APNs 778-080-012 and 778-080-013), as shown in **Attachment A – Rev. 1** attached hereto and made a part hereof. As a further condition of this increase to the size of the Land, Optionee shall assume full responsibility for all negotiations and eventual settlement(s) with adjacent property owners whose property abuts the eastern boundary of the Land with respect to said property owners’ access to Fifth Street.

3. Reservations and Restrictions on Land. Optionor hereby reserves the following rights on behalf of and for the benefit of a related entity, CP Coachella DPSS, LLC, developer of the DPSS project at 1283 Sixth Street on approximately 2.98 acres (“CPC DPSS”).

(a) CPC DPSS shall have the right, at its sole cost and expense, to relocate a detention basin from an adjacent parcel on to the Land. CPC DPSS shall design, secure required permits, construct and maintain such new basin (“Basin”) with the following conditions:

(i) CPC DPSS’s design shall maximize Basin’s exposure to open air and minimize underground chambers;

(ii) CPC DPSS’s design shall accommodate the City’s eventual design and construction of a bike bath, sidewalk and associated landscaping on the Land after the Basin is constructed. Neither CPC DPSS nor Optionor shall have any responsibility for the design,

permitting or construction and associated costs of the bike path, sidewalk and associated landscaping project;

(iii) CPC DPSS shall have the right to remove as much as 3,200 cubic yards of soil in conjunction with the construction of the Basin without compensation to City;

(iv) CPC DPSS shall enter into a permanent maintenance agreement with City to maintain the Basin;

(v) CPC DPSS's right to discharge storm water from the DPSS property to the Basin on the Land shall be memorialized in a permanent easement, which CPC DPSS shall prepare to be included in the closing of escrow for the Land;

(vi) a fire water line runs across the Land from Fourth Street to serve the DPSS project. CPC DPSS shall prepare an easement to be included in the closing of escrow for the Land;

(vii) CPC DPSS, at its option, shall have the right to install a man gate in the fence along the DPSS project's north property line for DPSS personnel to be able to access the City's future bike path and sidewalk project.

4. Original Agreement. Except as modified hereby, the Option Agreement remains in full force and effect.

5. Capitalized Terms. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Option Agreement

6. Counterparts. This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

7. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated above.

OPTIONOR:

R.B. JOHNSON INVESTMENTS, LLC,
a California limited liability company

By: _____
Rodney B. Johnson
Manager

OPTIONEE:

The City of Coachella
a political subdivision of the State of California

By: _____
William Pattison
City Manager

ATTACHMENT "A" – Rev. 1

