



CITY OF COACHELLA

# Outdoor Dining Program

**Contact:**

Gabriel D. Martin, Ph.D.  
Economic Development Director  
City of Coachella  
53990 Enterprise Way  
Coachella, CA 92236  
Office: 760) 398-3502 ext. 124  
Cell: 760) 625-6062  
[gmartin@coachella.org](mailto:gmartin@coachella.org)



## City of Coachella Outdoor Dining Program

To complete the Outdoor Dining Program application process, follow the simple steps below:

1. Fill out the Outdoor Dining Program Application, indicating if you want sidewalk or public street access;
2. Create a Site Plan, which must include the following:
  - a. Site Plan including:
    - i. accurate, dimensioned, scaled drawing showing the business storefront with property line, storefronts adjacent to the business, street trees, fire hydrants, etc., and the full sidewalk, street, and parking area in the proposed permit area. Size and font must be legible.
    - ii. Delineate and dimension the area proposed for the permit.
    - iii. Show and label all proposed furniture and appurtenances requested to be placed within the proposed permit area.
    - iv. Provide north arrow, scale, street name, business address, and business name.
    - v. For those restaurants expanding their outdoor dining into a closed-off street: If you are unable to adhere to minimum ADA accessibility requirements using your existing indoor or outdoor dining areas, then placement of a 4' ramp leading from the curb and into the closed-off street dining area is required;
3. Proof that your business has liability insurance: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This shall include creation of a certificate of insurance that names the City as additional insured as follows: The City of Coachella, members if its City Council, boards and commissions, officers, agents, and its employees as additional insured;
4. Copy of your active Business License from the City of Coachella;
5. If using Public Right-of-Way, fill out Temporary Outdoor Dining Public Right-of-Way Encroachment Agreement;
6. Please submit or e-mail the Outdoor Dining Program Application Packet following:
  - a. Address: 53900 Enterprise Way, Coachella, CA 92236
  - b. E-mail: [gmartin@coachella.org](mailto:gmartin@coachella.org)

If you have any questions regarding the procedure for obtaining an Outdoor Dining Program, please call the Economic Development Department at 760-398-3502 or E-mail: [gmartin@coachella.org](mailto:gmartin@coachella.org) for assistance.

- *ADA parking space(s) must not be used for activity under this permit. A minimum of one (1) pickup/drop-off customer space must be maintained close to the business entrance.* City is willing to assist the business with an ADA evaluation of their outdoor dining plan at your request.
- If your business is planning on serving alcohol in the outdoor dining area, please contact the local State of California ABC Office and fill out a Form ABC-218 CV19 - <https://www.abc.ca.gov/wp-content/uploads/forms/ABC-218%20CV19.pdf>

**Riverside District Office**

3737 Main Street, Suite 900

Riverside CA, 92501

**Phone:** (951) 782-4400/**Fax:** (951) 781-0531

**Email:** [Riverside@abc.ca.gov](mailto:Riverside@abc.ca.gov)



**COMPLETED APPLICATIONS MUST BE SUBMITTED TO:**  
 Gabriel D. Martin, Ph.D.  
 Economic Development Manager  
 City of Coachella  
 53990 Enterprise Way • Coachella, CA 92236  
 Office: 760) 398-3502 ext. 124  
 Cell: 760) 625-6062  
 Fax: 760) 683-3017  
[gmartin@coachella.org](mailto:gmartin@coachella.org)

| OFFICE USE ONLY            |  |
|----------------------------|--|
| Application No.            |  |
| Application Submittal Date |  |
| Accepted By                |  |

## OUTDOOR DINING AND RETAIL PROGRAM PERMIT APPLICATION

- New Application                       Private Property  
 Modification: App #        Public Property (Right-of-Way)

|                                    |       |       |     |
|------------------------------------|-------|-------|-----|
| Legal name of business             |       |       |     |
|                                    |       |       |     |
| Physical (business) street address | City  | State | Zip |
|                                    |       |       |     |
| Business Owners Name               | Phone | Email |     |
|                                    |       |       |     |

**24-HOUR CONTACT INFORMATION:**

|   |              |       |  |
|---|--------------|-------|--|
| Business Contact's Name and Position (Please Print) | Signature    |       |  |
|   |              |       |  |
| Date  | Phone (24HR) | Email |  |
|   |              |       |  |

**PERMISSION FROM ADJACENT PROPERTY OWNER (Required if requesting space in the adjacent building frontage):**

I am the property owner (go to Property Owner's Signature)

|                            |                               |                |       |
|----------------------------|-------------------------------|----------------|-------|
| Property owner's Name      | Property Owner Street Address | City/State/ZIP |       |
|                            |                               |                |       |
| Property Owner's Signature | Date                          | Phone          | Email |
|                            |                               |                |       |

PROPERTY OWNER'S AFFIDAVIT: I hereby certify under penalty of law that I am the owner of the above-referenced property and authorize the temporary outdoor restaurant/retail operations as described herein.

Type of Application (check all that (apply):

|   |   |  |  |
|---|---|--|--|
| <input type="checkbox"/> Restaurant, Bar, Winery, Brewery<br><br><input type="checkbox"/> Retail or Commercial Business | <input type="checkbox"/> Outdoor Operations                 |  |  |
|   | <input type="checkbox"/> Street closure (Identify Streets): |  |  |

## Application Submittal Checklist

Complete hard copies or electronic set (PDF preferred) of the entire permit application package as defined in this document:

- Written permission and signature from the adjacent property owner, *if applicable*.
- Copy of City of Coachella Business License.
- Copy of Required Insurance (due prior to permit issuance)
- If using Public Property, fill out Temporary Outdoor Dining Public Right of Way Encroachment Agreement
- Site Plan (may be hand drawn) showing the business storefront with property line, storefronts adjacent to the business, street trees, fire hydrants, etc., and the full sidewalk, street, and parking area in the proposed permit area. Size and font must be legible.
  - ❖ Delineate and dimension the approximate area proposed for the permit.
  - ❖ Show and label all proposed furniture and appurtenances requested to be placed within the proposed permit area.
  - ❖ Provide north arrow, scale, street name, business address, and business name.
- Outdoor Dining & Retail Program Permit Application

**Application is hereby made for a temporary use permit to operate an outdoor business subject to the City Staff sole discretion and approval and in accordance with the to the Public Order, as amended or extended, and the standards set by the State of California, Riverside County Public Health, and in compliance with City written guidance and best practices defined by Riverside County Public Health Department.**

Signature of Applicant

Date

- ❖ If your business is planning on serving alcohol in the outdoor dining area, please contact the local State of California ABC Office and fill out a Form ABC-218 CV19 - <https://www.abc.ca.gov/wp-content/uploads/forms/ABC-218%20CV19.pdf>

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**OFFICE USE ONLY**

**City Staff Review**

**Approved**

**Denied**

|                      |
|----------------------|
| <br><br><br><br><br> |
|----------------------|

Comments:

|                      |
|----------------------|
| <br><br><br><br><br> |
|----------------------|

**Department Reviewer:**

**Date**



**RISK MANAGEMENT DIVISION  
INSURANCE REQUIREMENTS FOR ENCROACHMENT PERMITS**

**Proof of insurance must be provided on an ORIGINAL CERTIFICATE OF INSURANCE. This document must be signed, a stamped signature will suffice.**

**Type of Insurance Required:** General Liability

**Limits of Coverage:**  
Bodily Injury:  
\$1,000,000 per occurrence  
\$2,000,000 aggregate  
Property Damage:  
\$1,000,000 per occurrence  
Personal Injury:  
\$1,000,000 per occurrence

**Certificate Holder:** City of Coachella, 53990 Enterprise Way, Coachella, CA 92336 [Attn: Grants Manager]

**\*\*Additional Insured\*\*:** The “City of Coachella, its officers, agents, volunteers and employees” must be specifically named as an additional insured on the policy.  
**A separate endorsement document must accompany the Certificate of Insurance. A statement on the Certificate will not suffice.**

**Description of Operations:** This section should read “Encroachment Permit. If the Certificate is being issued to cover more than one permit the description can be generalized to reflect this.

**Cancellation Notice:** The City requires a 30-day cancellation notice.

**Questions:** If you have questions regarding insurance requirements you may call the Grants Manager at (760) 262-6263

**\*\*Please note that a permit will not be issued if the policy expiration date is within 30 days of application.**

## SAMPLE CERTIFICATE OF INSURANCE AND ADDITIONAL INSURED POLICY ENDORSEMENT FOR OUTDOOR DINING PROGRAM

A certificate of insurance and endorsement is required for any outdoor dining that takes place on City public property or private property that requires a permit. The City reserves the right to require additional insurance levels based on specific activities or needs.

|   |  |   |   |
|---|--|---|---|
| <b>CERTIFICATE OF LIABILITY INSURANCE</b>   |  | DATE (MM/DD/YYYY)   |   |
| <b>PRODUCER</b><br>INSURANCE AGENT NAME<br>INSURANCE AGENT ADDRESS  |  | THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.   |   |
| <b>INSURED</b><br>INSURED NAME<br>INSURED ADDRESS   |  |   |   |
|   |  | INSURERS AFFORDING COVERAGE<br>INSURER A: INSURANCE COMPANY NAME(S)<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:   |   |
|   |  | NAIC #  |   |
| <b>COVERAGES</b><br>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |  |   |   |
| INSR/ADDL<br>LTR/INSRD  | TYPE OF INSURANCE<br><input type="checkbox"/> GENERAL LIABILITY<br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC. | POLICY NUMBER<br>POLICY EFFECTIVE DATE (MM/DD/YY)<br>POLICY EXPIRATION DATE (MM/DD/YY)  | LIMITS<br>EACH OCCURRENCE : \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) :<br>MED EXP (Any one person) :<br>PERSONAL & ADV INJURY :<br>GENERAL AGGREGATE : \$2,000,000<br>PRODUCTS - COMP/OP AGG :                  |
|   | <input type="checkbox"/> AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS  | POLICY NUMBER<br>POLICY EFFECTIVE DATE (MM/DD/YY)<br>POLICY EXPIRATION DATE (MM/DD/YY)  | COMBINED SINGLE LIMIT (Ea accident) :<br>BODILY INJURY (Per person) : \$1,000,000<br>BODILY INJURY (Per accident) :<br>PROPERTY DAMAGE (Per accident) :<br>AUTO ONLY - EA ACCIDENT :<br>OTHER THAN AUTO ONLY: EA ACC :<br>AGG : |
|   | <input type="checkbox"/> GARAGE LIABILITY<br>ANY AUTO  |   | AUTO ONLY - EA ACCIDENT :<br>OTHER THAN AUTO ONLY: EA ACC :<br>AGG :  |
|   | <input type="checkbox"/> EXCESS/UMBRELLA LIABILITY<br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br>DEDUCTIBLE :<br>RETENTION : \$  |   | EACH OCCURRENCE : \$1,000,000<br>AGGREGATE : \$2,000,000  |
|   | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below<br>OTHER   | POLICY NUMBER<br>POLICY EFFECTIVE DATE (MM/DD/YY)<br>POLICY EXPIRATION DATE (MM/DD/YY)  | WC STATUTORY LIMITS :<br>OTH ER :<br>E.L. EACH ACCIDENT : \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE :<br>E.L. DISEASE - POLICY LIMIT : \$1,000,000  |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS<br>The City of Coachella, its elected, appointed, officers, employees, volunteers, and agents as additionally insured.  |  |   |   |
| <b>CERTIFICATE HOLDER</b><br>The City of Coachella<br>53990 Enterprise Way<br>Coachella, CA 92236   |  | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE |   |
| ACORD 25 (2001/08)  |  | © ACORD CORPORATION 1988  |   |

### Coverage

- Commercial General Liability
- Auto Liability
- Proof of Workers Compensation

### Minimum Limits

For Outdoor Dining Program:

- \$1,000,000 per occurrence
- \$2,000,000 aggregate

### Additional Insured

City of Coachella, its officers, employees and agents named as additionally insured.

- If a policy contains "blanket" additional insured, then the certificate must note: "City of Coachella is additionally insured by blanket endorsement".
- If policy has no blanket endorsement (see following page for sample).

### Insurance Company

- Must be licensed to do business in California.





# SAMPLE CERTIFICATE OF INSURANCE AND ADDITIONAL INSURED POLICY ENDORSEMENT FOR OUTDOOR DINING PROGRAM

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

City of Coachella, its officers, employees and agents.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CG 20 26 11 85

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### Additional Insured

- City of Coachella, its officers, employees and agents named as additional insured

**TEMPORARY OUTDOOR DINING AND RETAIL USE WITHIN THE  
PUBLIC RIGHT OF WAY ENCROACHMENT AGREEMENT**

**By and Between  
The City of Coachella (hereinafter  
CITY) and**

\_\_\_\_\_ (hereafter, Property Owner)

**and**

\_\_\_\_\_ (hereafter, Business Owner/Operator)

*(Business Name & Business Owner Name)*

- I. **Purpose:** This AGREEMENT is to permit outdoor dining/outdoor retail use for the business located at \_\_\_\_\_, Coachella, CA, on the public right-of-way and/or public property shown on Exhibit "A", attached hereto and made apart hereof. This AGREEMENT does not constitute approval of any particular outdoor dining / outdoor retail use design or issuance of building permits. It is the responsibility of the applicant to obtain all appropriate approvals and comply with any other applicable regulations prior to utilizing the outdoor space.
- II. **Term and Enforcement:** The term of this AGREEMENT is up to six (6) months from the date of execution by the CITY'S Economic Development Director, or his/her designee, but in no cases shall the term extend beyond March 31, 2021. This agreement shall automatically terminate on March 31, 2021 and may not be renewed.
- Either party may terminate the AGREEMENT without prejudice by providing written notification. The CITY shall provide notice of intent to terminate at least twenty-four (24) hours prior to the termination date. The Business Owner/Operator or Property Owner shall provide a letter of intent to terminate at least twenty-four (24) hours prior to the termination date.
- The City will notify the Business Owner/Operator and/or the Property Owner in writing of any violation of the AGREEMENT, and provide forty-eight (48) hours to correct the violation. Failure to comply within the forty-eight (48) hour grace period will result in the issuance by the CITY of the herein stipulated twenty-four (24) hour written notice to terminate the AGREEMENT.
- The AGREEMENT may be canceled at any time, with a twenty-four (24) hour written notice, for the purpose of correcting serious violations that affect the public health, safety, or general welfare. The City also reserves the right to cease occupancy of the outdoor dining/outdoor retail use without delay if the City determines that the public health, safety, or general welfare of the public is at risk.
- III. **Time Limits:** The Business Owner/Operator and the Property Owner hereby agree to remove any outdoor furniture, signage, tables or other display equipment shown in Exhibit "A" by the end of each business day and in no case shall leave such furniture outside between the hours of 10:00 p.m. to 6:00 a.m.
- IV. **Disturbing Noise:** The Business Owner/Operator and the Property Owner hereby agree to undertake appropriate measures to insure that the level of noise associated with the outdoor dining / outdoor retail does not disturb the right to quiet enjoyment of the neighboring properties and businesses.
- V. **Maintenance and Trash Clean-Up:** The Business Owner/Operator and the Property Owner shall maintain at all times the area used, including pavement surfaces, clear of litter, food scraps, packaging, soiled dishes, grease, and gum.

At the close of business daily, the Business Owner/Operator and/or the Property Owner shall remove all trash and clean the area in and around the outdoor area used.

The Business Owner/Operator and/or the Property Owner shall maintain all outdoor furniture and/or display equipment in a clean, safe condition and in good repair at all times and to replace all furniture when faded, damaged, or worn out.

- VI. **Site Restoration:** Within 48 hours of the termination of this AGREEMENT, Business Owner/Operator or the Property Owner shall remove all improvements or modifications installed by the Business Owner/Operator or the Property Owner and the area, as shown on Exhibit "A", is to be restored to pre-installation condition. If improvements are not removed within 48 hours after termination of the AGREEMENT, the CITY will restore the site and bill the Business Owner/Operator and/or Property Owner for the costs associated plus ten (10) percent administrative costs. Should the invoice not be paid, a lien for the outstanding charges and any other applicable fees will be placed on the property.
- VII. **Compliance with All Applicable Laws and Guidelines:** Business Owner/Operator and/or Property Owner agrees to comply with all applicable Federal, State, and local laws, rules & regulations, as well as the City's "Guidelines for Temporary Outdoor Dining/Outdoor Retail Use" as exist at time of execution and as are amended during the term of this agreement. By executing this agreement, the Business Owner/Operator and/or Property Owner acknowledge they are self-certifying compliance with all items listed above, including Americans with Disability Act (ADA).
- VIII. **Notices:** All notices and written communications sent by one party to the other shall be personally delivered or sent by registered or certified U.S. Mail, postage prepaid, return receipt requested, to the following addresses indicated below:

**To: City of Coachella**  
Economic Development Director  
City of Coachella  
53990 Enterprise Way  
Coachella, CA 92236

**To: Business Owner/Operator**  
\_\_\_\_\_  
C/O \_\_\_\_\_  
\_\_\_\_\_  
Coachella, CA 92236  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Print Title

**To: Property Owner**  
\_\_\_\_\_  
C/O \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Print Title

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service, or forty-eight (48) hours after deposit in the U.S. Mail as reflected by the official U.S. postmark. Either party may change its address by giving notice in writing to the other party. Business Owner/Operator assumes all risk of loss if payments or correspondence is made by mail.

- VIII. **Insurance:** BUSINESS OWNER shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the BUSINESS OWNER'S use of the CITY premises. BUSINESS OWNER shall provide current evidence of the required insurance in a form acceptable to the CITY and shall provide

replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this permit.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein or the extent to which BUSINESS OWNER may be held responsible for payments of damages to persons or property.

#### Minimum Scope and Limits of Insurance

- a. Commercial General Liability Insurance. BUSINESS OWNER shall provide commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.
- b. Host Liquor Liability. BUSINESS OWNER shall provide a host liquor liability policy with a limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.

#### Other Insurance Provisions

The required insurance policies shall contain or be endorsed to contain the following provisions:

- a. The CITY, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of the use of the CITY premises. The coverage shall contain no special limitations on the scope of its protection afforded to the CITY, its officials, officers, employees and volunteers.
- b. This insurance shall be primary insurance as respects the CITY, its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by the CITY, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

#### Acceptability of Insurers

All required insurance shall be placed with insurers acceptable to the CITY with current BEST'S ratings of no less than B+, Class X. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of the CITY, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if BUSINESS OWNER evidences the requisite need to the sole satisfaction of the CITY.

#### Verification of Coverage

BUSINESS OWNER shall furnish the CITY with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, BUSINESS OWNER shall furnish certified copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by CITY before BUSINESS OWNER uses premises. The CITY reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.



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

STATE OF CALIFORNIA     )  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_, 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.

Signature \_\_\_\_\_

\_\_\_\_\_

## **Exhibit “A”**

Please insert Site Plan or location of Public Right-of-Way being used for this agreement