

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.

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

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:

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Seller's Initials Buyer's Initials

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.



Seller's Initials Buyer's Initials

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.

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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.

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(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 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. 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 statute 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:

Project Name : City of Coachella SR 86/ Avenue 50 New Interchange
Federal Project No.: BR NBIL 536
Parcel Nos. : CVIS, CV16 & CV18
APNs: 778-170-011, 778-180-004 and 778-170-012



Seller's Initials Buyer's Initials

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.



Seller's Initials Buyer's Initials

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 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.

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Project Name : City of Coachella SR 86/ Avenue 50 New Interchange
Federal Project No.: BR NBIL 536
Parcel Nos. : CV15, CV16 & CV18
APNs: 778-170-011, 778-180-004 and 778-170-012



Seller's Initials Buyer's Initials

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

 _____
Seller's Initials Buyer's Initials

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

Project Name : City of Coachella SR 86/ Avenue 50 New Interchange
Federal Project No.: BR NBIL 536
Parcel Nos. : CV15, CV16 & CV18
APNs: 778-170-011, 778-180-004 and 778-170-012

Seller's Initials Buyer's Initials

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 SHORTENED AS TO TERMINATE IN THE WEST LINE OF SAID LOT 1.

CONTAINING: 3,908.1 SQUARE FEET (0.090 ACRES), MORE OR LESS.

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 SHORTENED 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

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

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 RADIUS 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: 72,746.1 SQUARE 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



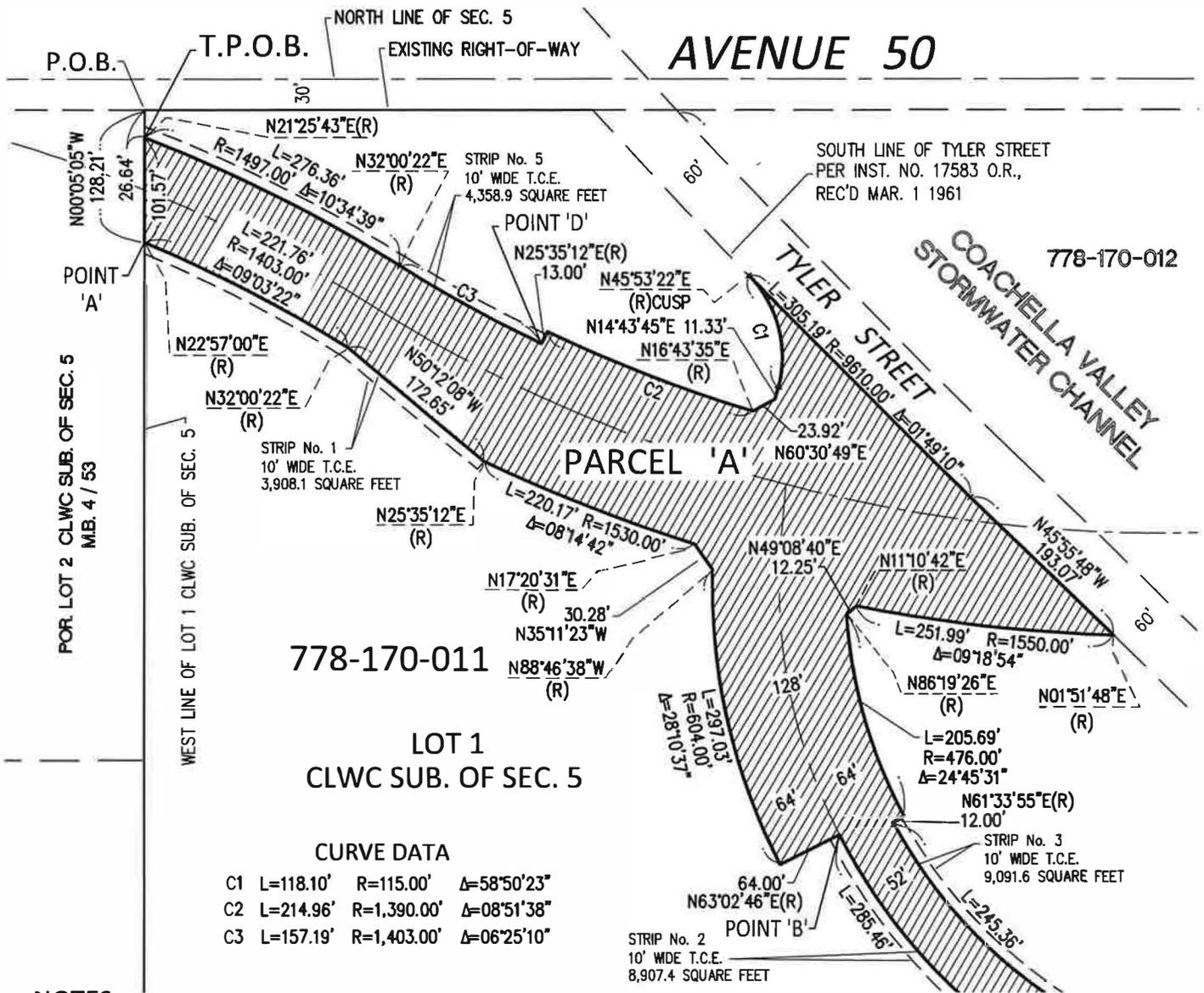
EXHIBIT "B"

Plat Map for Parcel CV-15, CV-16 & CV-18

Project Name : City of Coachella SR 86/ Avenue 50 New Interchange
Federal Project No.: BR NBIL 536
Parcel Nos. : CV15, CV16 & CV18
APNs: 778-170-011, 778-180-004 and 778-170-012

Seller's Initials Buyer's Initials

EXHIBIT 'B'



778-170-011

LOT 1
CLWC SUB. OF SEC. 5

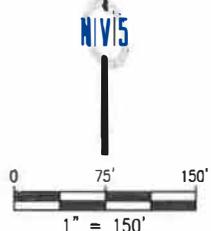
CURVE DATA

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

SEE SHEET 2



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

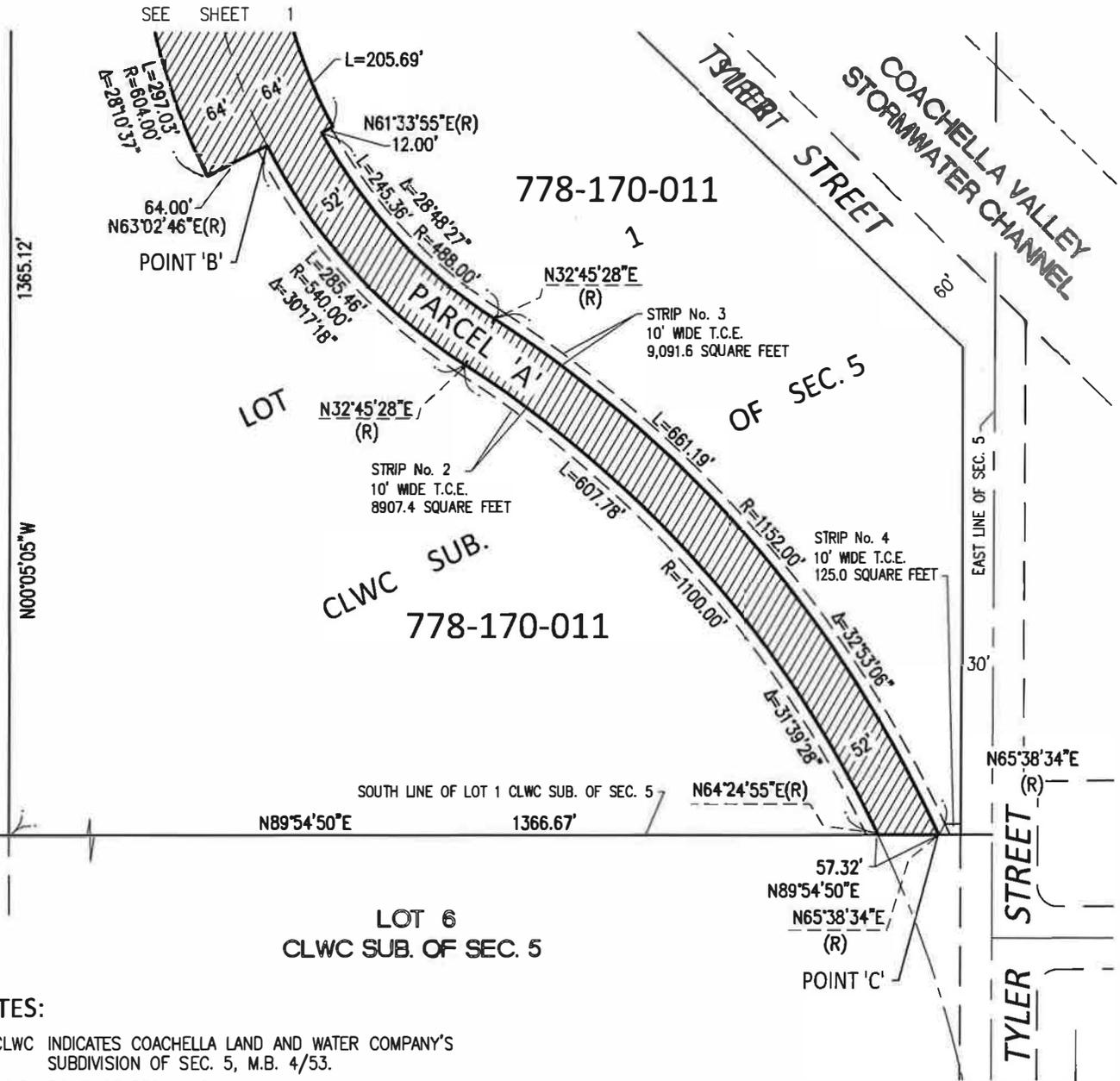
JOB NUMBER

227621-0000158.00

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'



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.

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE

AVENUE 50 BRIDGE PROJECT ADDITIONAL RIGHT-OF-WAY

SHEET NUMBER

2

OF 2 SHEETS

JOB NUMBER

227621-0000168.00



42-829 COOK STREET, SUITE 104 PALM DESERT, CA 92211
760.341.3101 TEL 760.341.5999 FAX WWW.NV5.COM

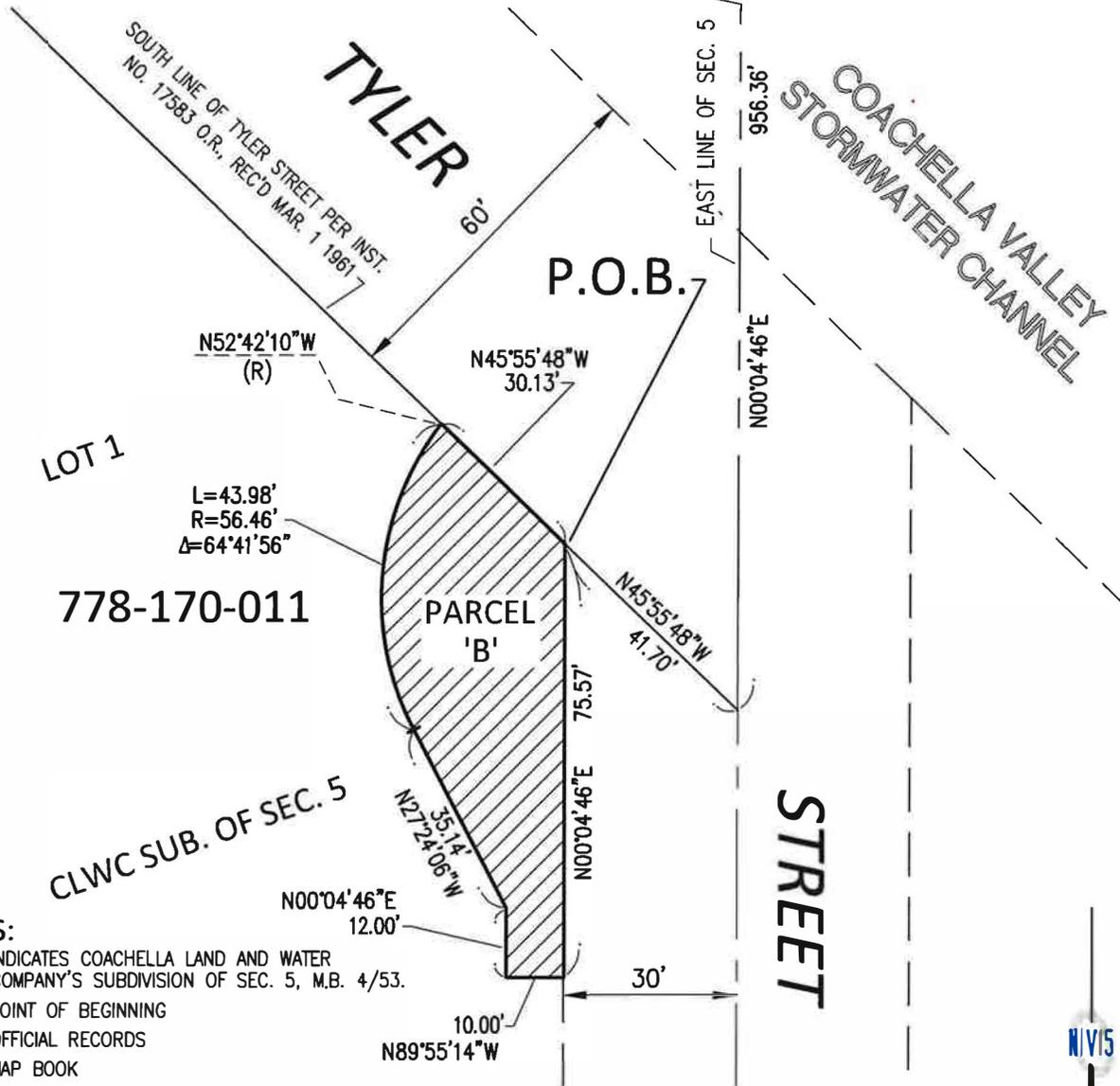
PREPARED FOR: ANGENIOUS ENG. SER. DATE: SEPT. , 2022

EXHIBIT 'B'

AVENUE 50

32 33

P.O.C.
NORTHEAST COR. SEC. 5,
T.6S.,R.8E.,S.B.M.



LOT 1

778-170-011

CLWC SUB. OF SEC. 5

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

JOB NUMBER

227621-0000158.00

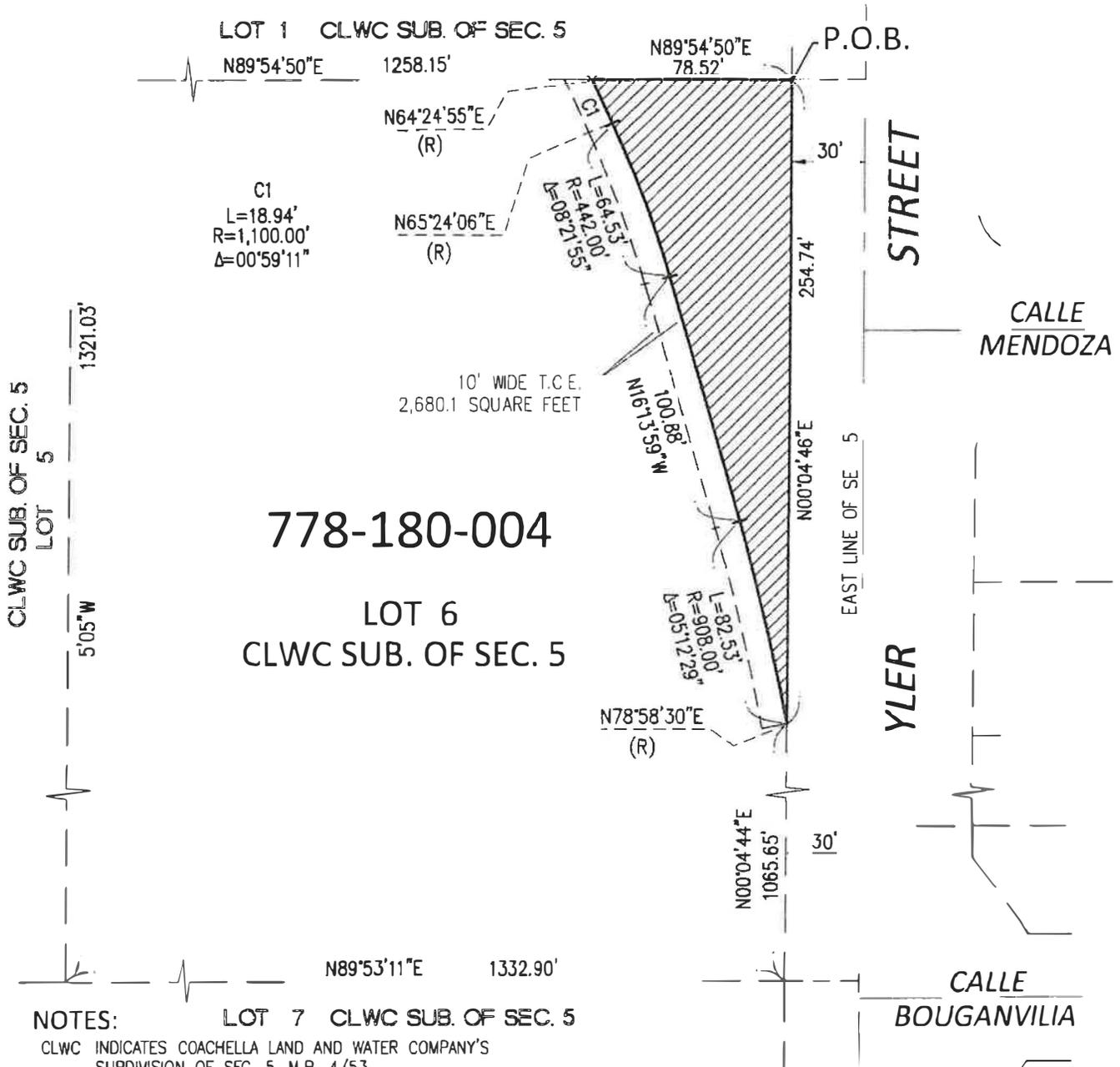


42-829 COOK STREET, SUITE 104 PALM DESERT, CA 92211
760.341.3101 TEL 760.341.5999 FAX WWW.NV5.COM

PREPARED FOR: ANGENIOUS ENG. SER.

DATE: SEPT. , 2022

EXHIBIT 'B'



- 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



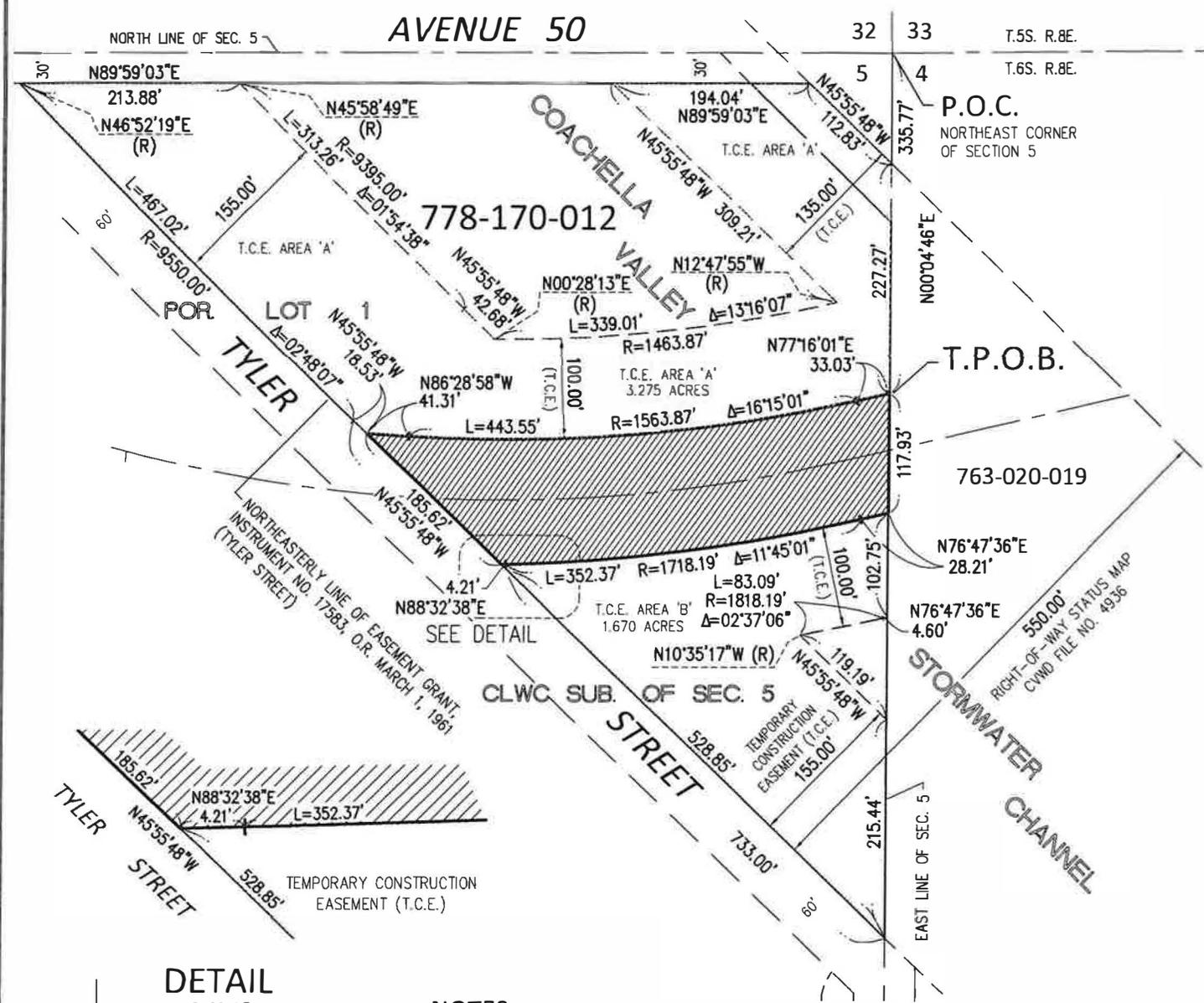
NVS
 30' 60'

1" = 60'
 SHEET NUMBER

1

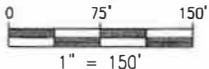
OF 1 SHEETS
 JOB NUMBER
 227821-0000168.00

EXHIBIT 'B'



DETAIL
NO SCALE

NIV 5



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.

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE

AVENUE 50 BRIDGE PROJECT ADDITIONAL RIGHT-OF-WAY

SHEET NUMBER

1

OF 1 SHEETS

JOB NUMBER

227621-0000158.00

42-829 COOK STREET, SUITE 104 PALM DESERT, CA 92211
760.341.3101 TEL 760.341.5999 FAX WWW.NIV5.COM

PREPARED FOR: ANGENIOUS ENG. SER.

DATE: SEPT. , 2022

Recorded at the request of
City of Coachella

EXHIBIT C

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

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: _____
John Powell, Jr.

By: _____

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;

EXHIBIT "A"
LEGAL DESCRIPTION

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 SHORTENED AS TO TERMINATE IN THE WEST LINE OF SAID LOT 1.

CONTAINING: 3,908.1 SQUARE FEET (0.090 ACRES), MORE OR LESS.

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 SHORTENED 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.

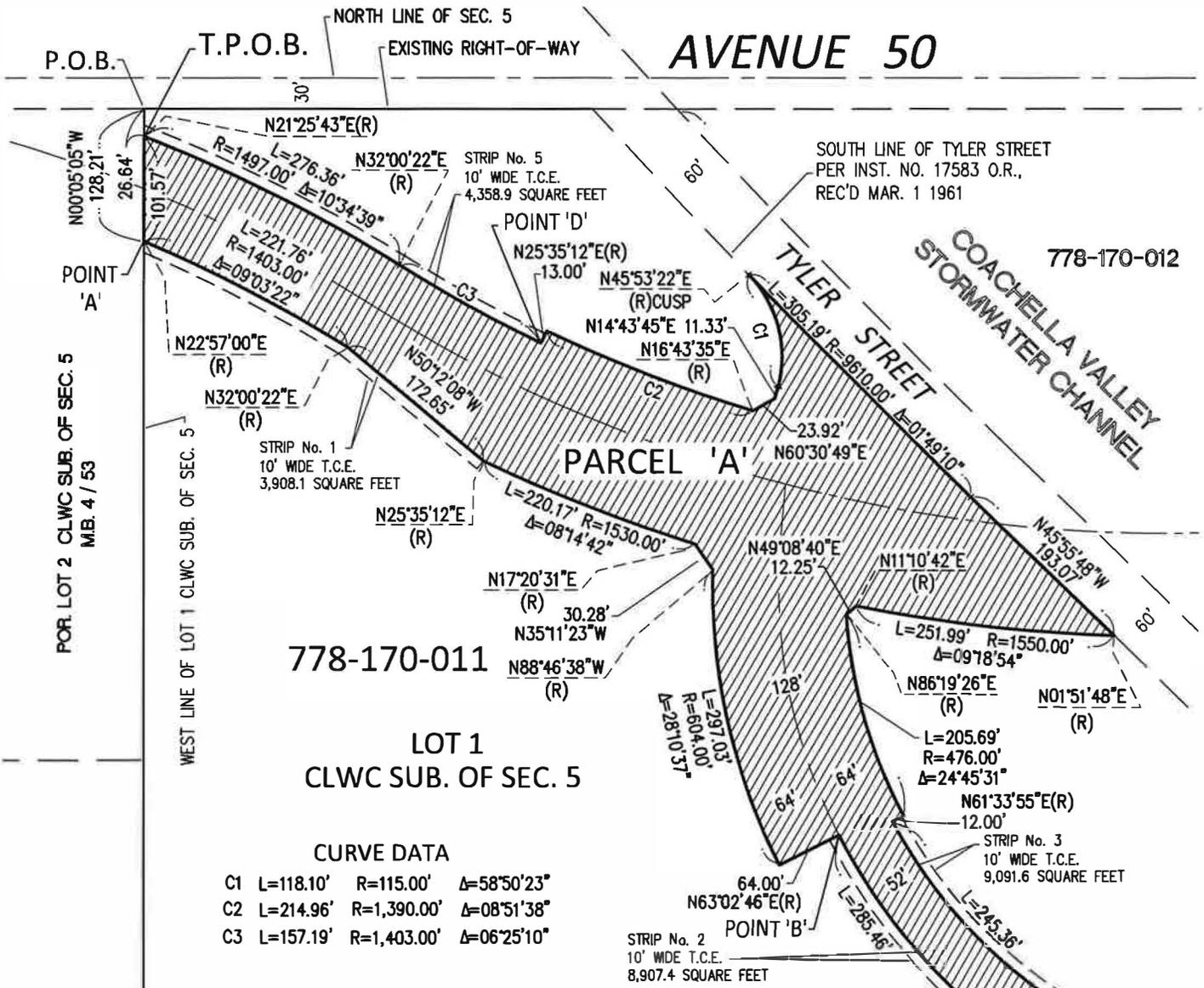
THE EASTERLY LINE IS TO BE LENGTHENED AS TO TERMINATE IN THE SOUTH LINE OF SAID LOT 1.

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 'B'



778-170-011
 LOT 1
 CLWC SUB. OF SEC. 5

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"

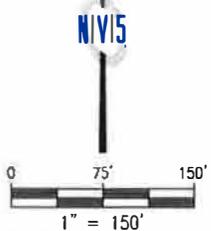
NOTES:

- 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

SEE SHEET 2



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

JOB NUMBER

227621-0000158.00

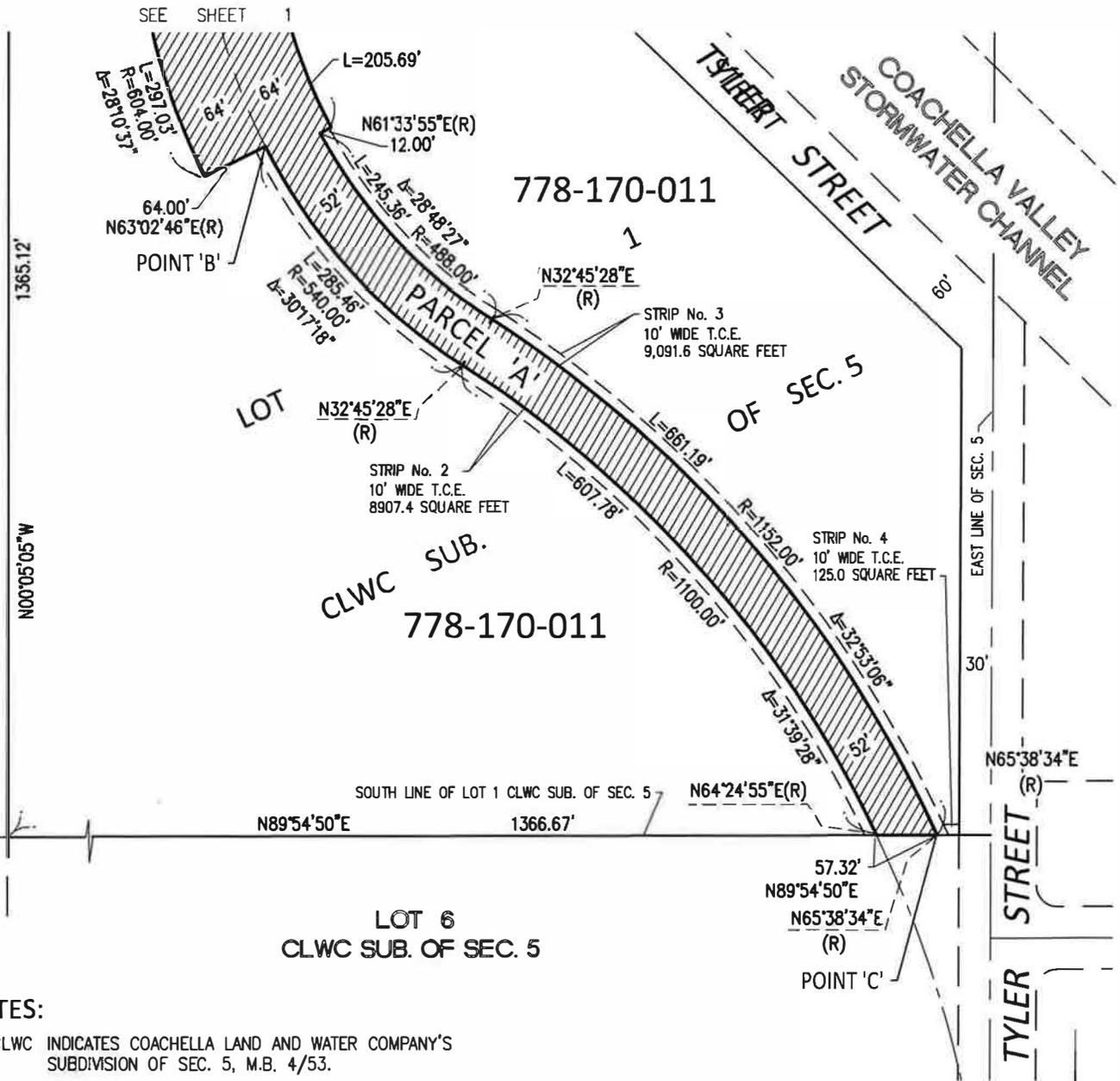


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PREPARED FOR: ANGENIOUS ENG. SER.

DATE: SEPT. , 2022

EXHIBIT 'B'



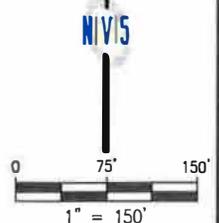
NOTES:

- CLWC INDICATES COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SEC. 5, M.B. 4/53.
- P.O.B. POINT OF BEGINNING
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- (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|S

42-829 COOK STREET, SUITE 104 PALM DESERT, CA 92211
760.341.3101 TEL 760.341.5999 FAX WWW.NVS.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
227621-0000168.00

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.

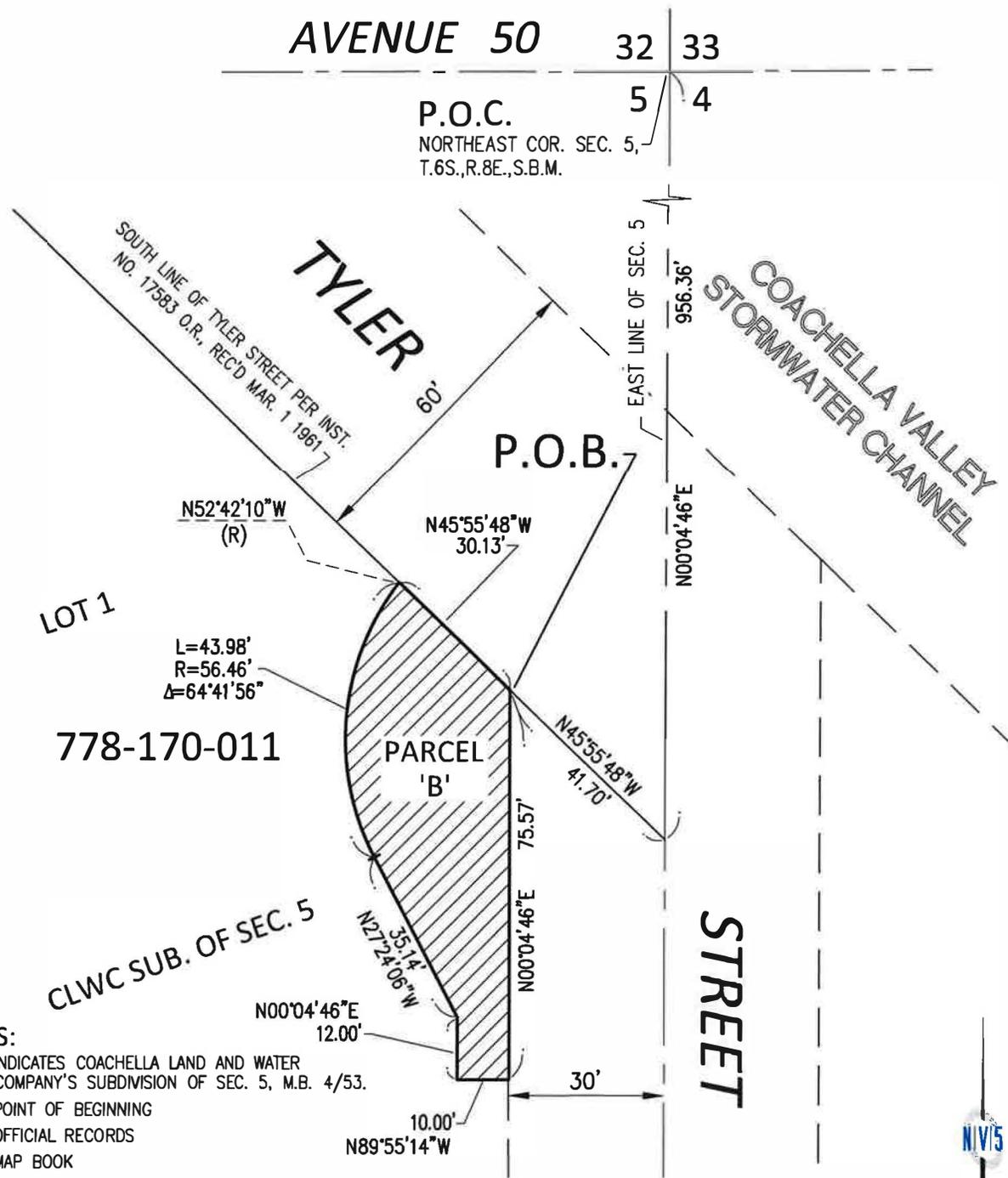
NV5 INC.:
PREPARED BY ME OR UNDER MY DIRECTION:


JAY S. FAHRION
PLS NO. 8207

8/26/2024
DATE



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

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OF 1 SHEETS

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42-829 COOK STREET, SUITE 104 PALM DESERT, CA 92211
760.341.3101 TEL 760.341.5999 FAX WWW.NIVIS.COM

PREPARED FOR: ANGENIOUS ENG. SER.

DATE: SEPT. , 2022

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 RADIUS 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:

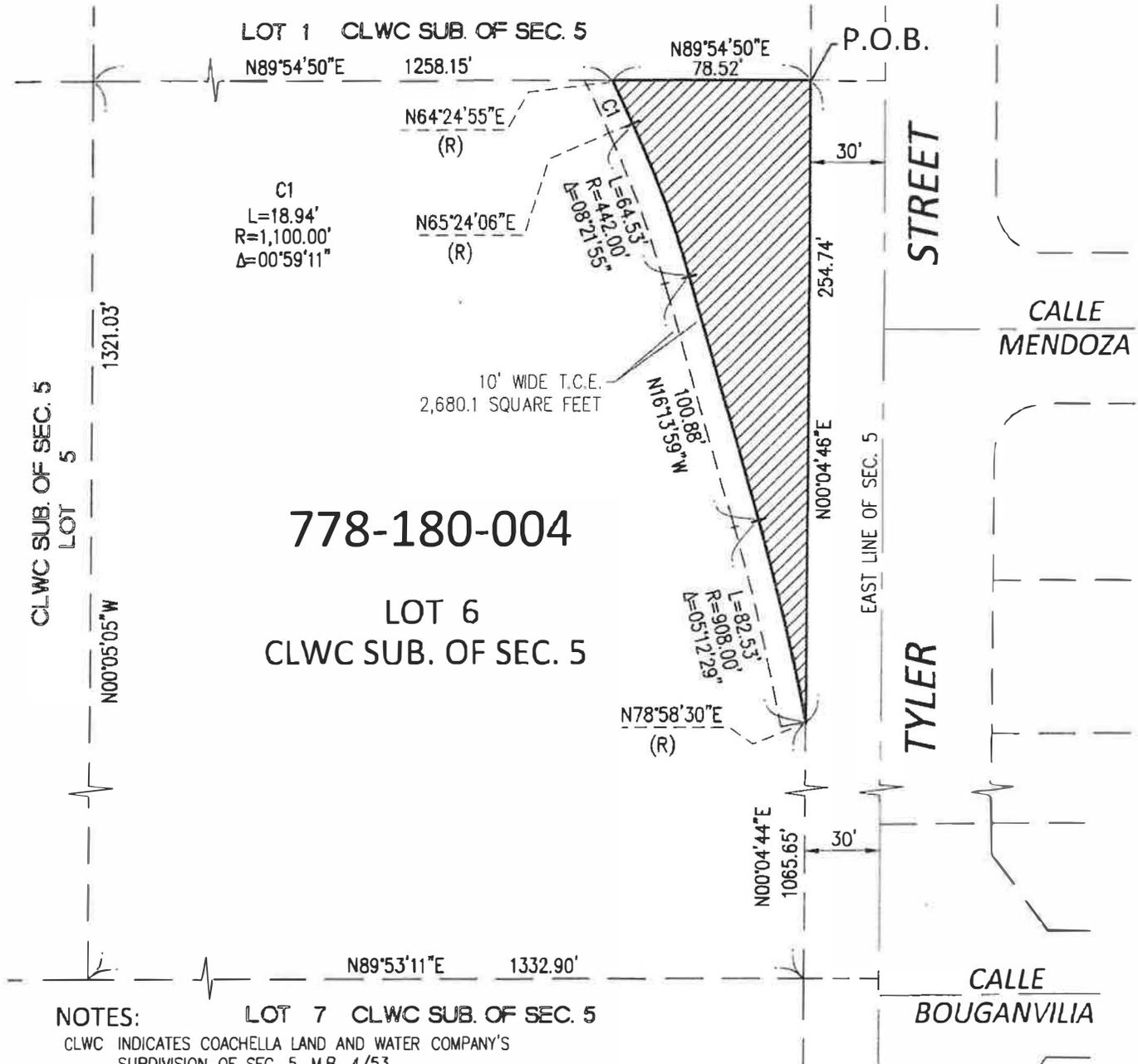
Jay S. Fahrion 5/23/23

JAY S. FAHRION
PLS NO. 8207

DATE



EXHIBIT 'B'



NOTES: LOT 7 CLWC SUB. OF SEC. 5

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

JOB NUMBER

227621-0000158.00

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 '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;

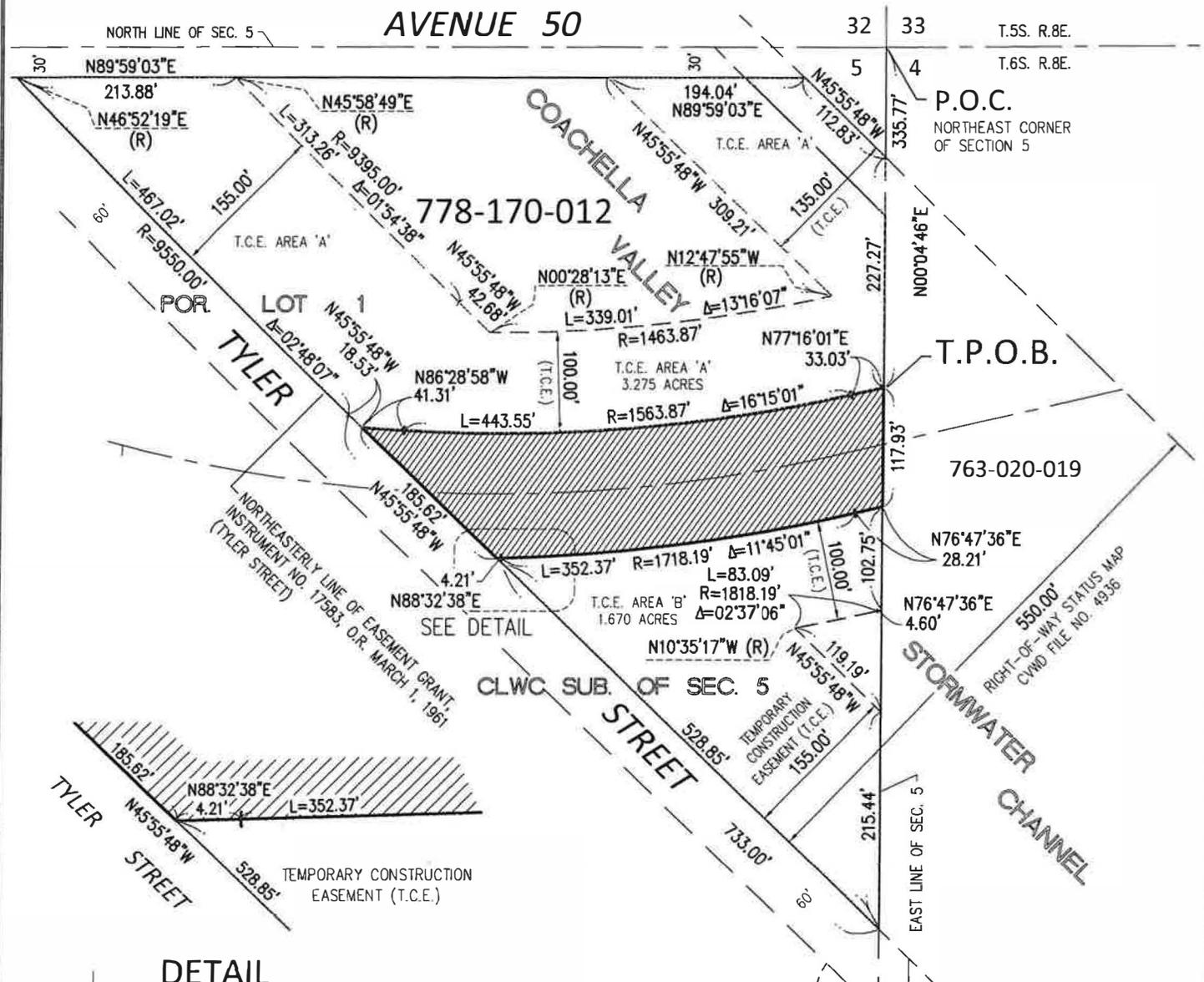
THENCE ALONG SAID EAST LINE, SOUTH 00°04'46" WEST A DISTANCE OF 215.44 FEET TO ITS INTERSECTION WITH SAID SOUTHWESTERLY RIGHT-OF-WAY LINE;

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;

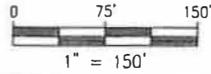
THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 352.37 FEET THROUGH A CENTRAL ANGLE OF 11°45'01" TO THE BEGINNING OF A TANGENT LINE;

EXHIBIT 'B'



DETAIL
NO SCALE

NIV5



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.

	IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE AVENUE 50 BRIDGE PROJECT ADDITIONAL RIGHT-OF-WAY	SHEET NUMBER <b style="font-size: 2em;">1
	PREPARED FOR: ANGENIOUS ENG. SER. DATE: SEPT. , 2022	OF 1 SHEETS 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

EXHIBIT D

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

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: _____
John Powell, Jr.

By: _____

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

EXHIBIT "A"
LEGAL DESCRIPTION

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;

EXHIBIT "A"
LEGAL DESCRIPTION

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 SHORTENED AS TO TERMINATE IN THE WEST LINE OF SAID LOT 1.

CONTAINING: 3,908.1 SQUARE FEET (0.090 ACRES), MORE OR LESS.

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 SHORTENED 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.

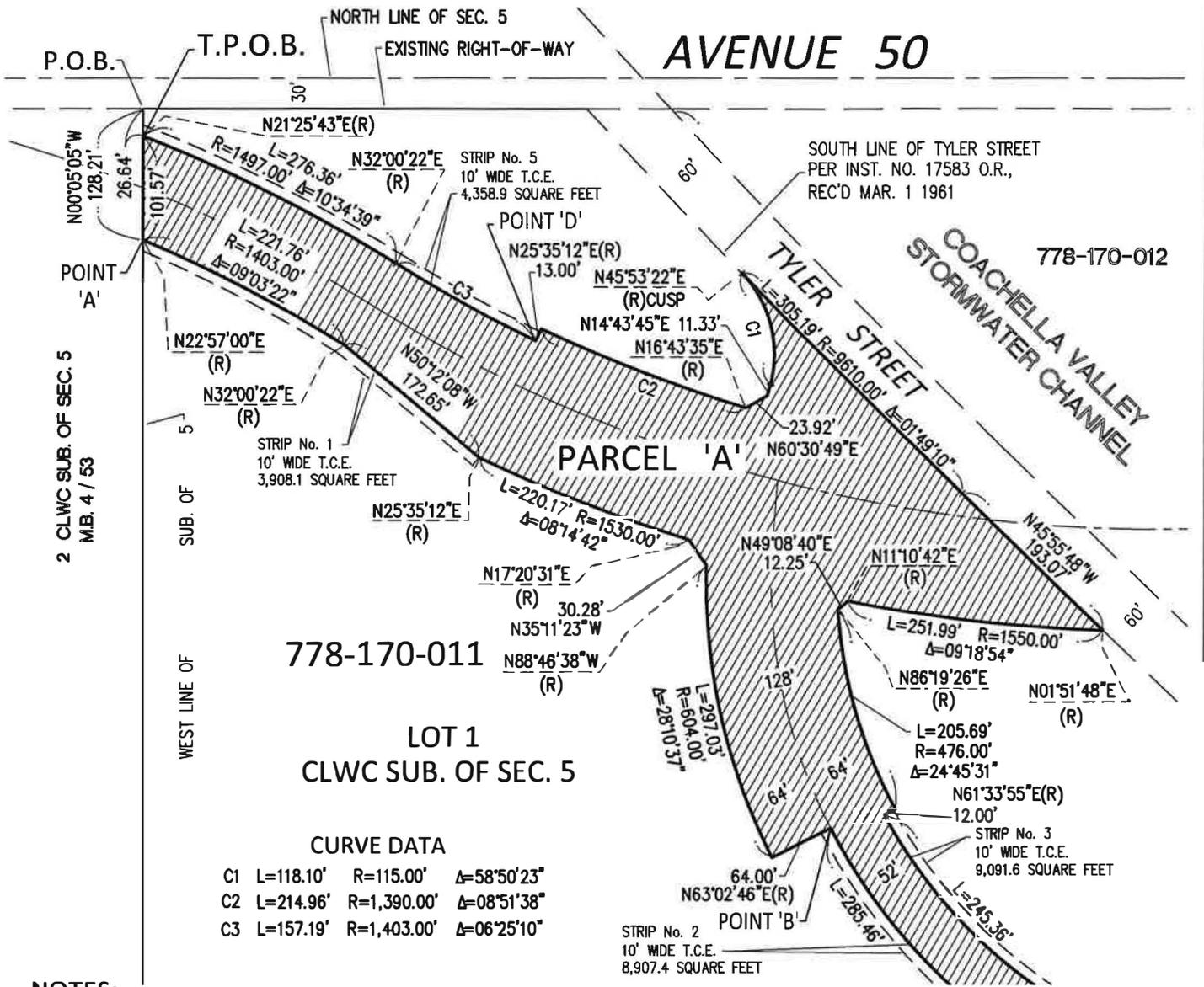
THE EASTERLY LINE IS TO BE LENGTHENED AS TO TERMINATE IN THE SOUTH LINE OF SAID LOT 1.

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 'B'



778-170-011
 LOT 1
 CLWC SUB. OF SEC. 5

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

SEE SHEET 2

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

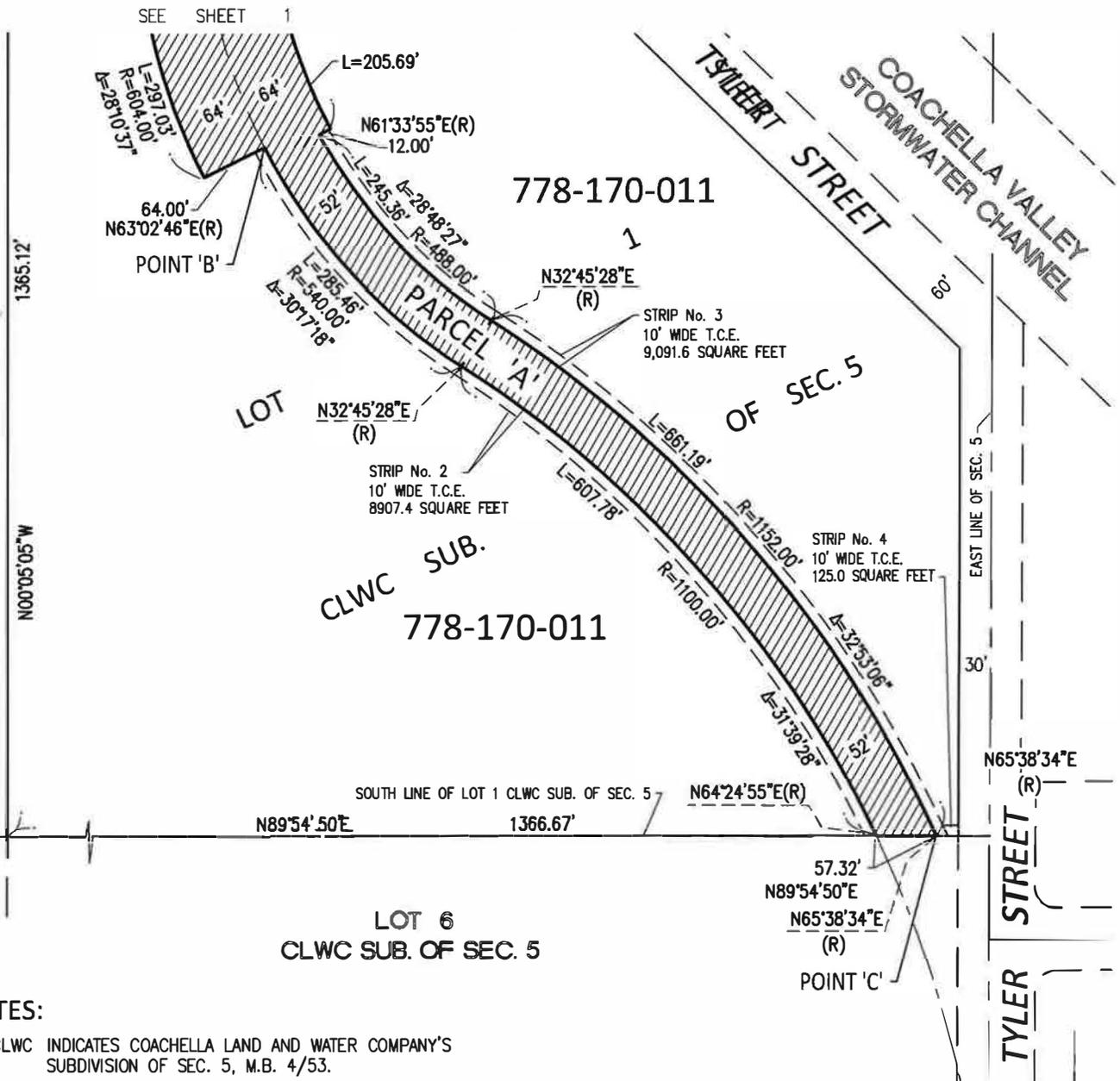


1" = 150'
 SHEET NUMBER

1

OF 2 SHEETS
 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.

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE

AVENUE 50 BRIDGE PROJECT ADDITIONAL RIGHT-OF-WAY

SHEET NUMBER

2

OF 2 SHEETS

JOB NUMBER

227621-0000158.00



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 '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**;

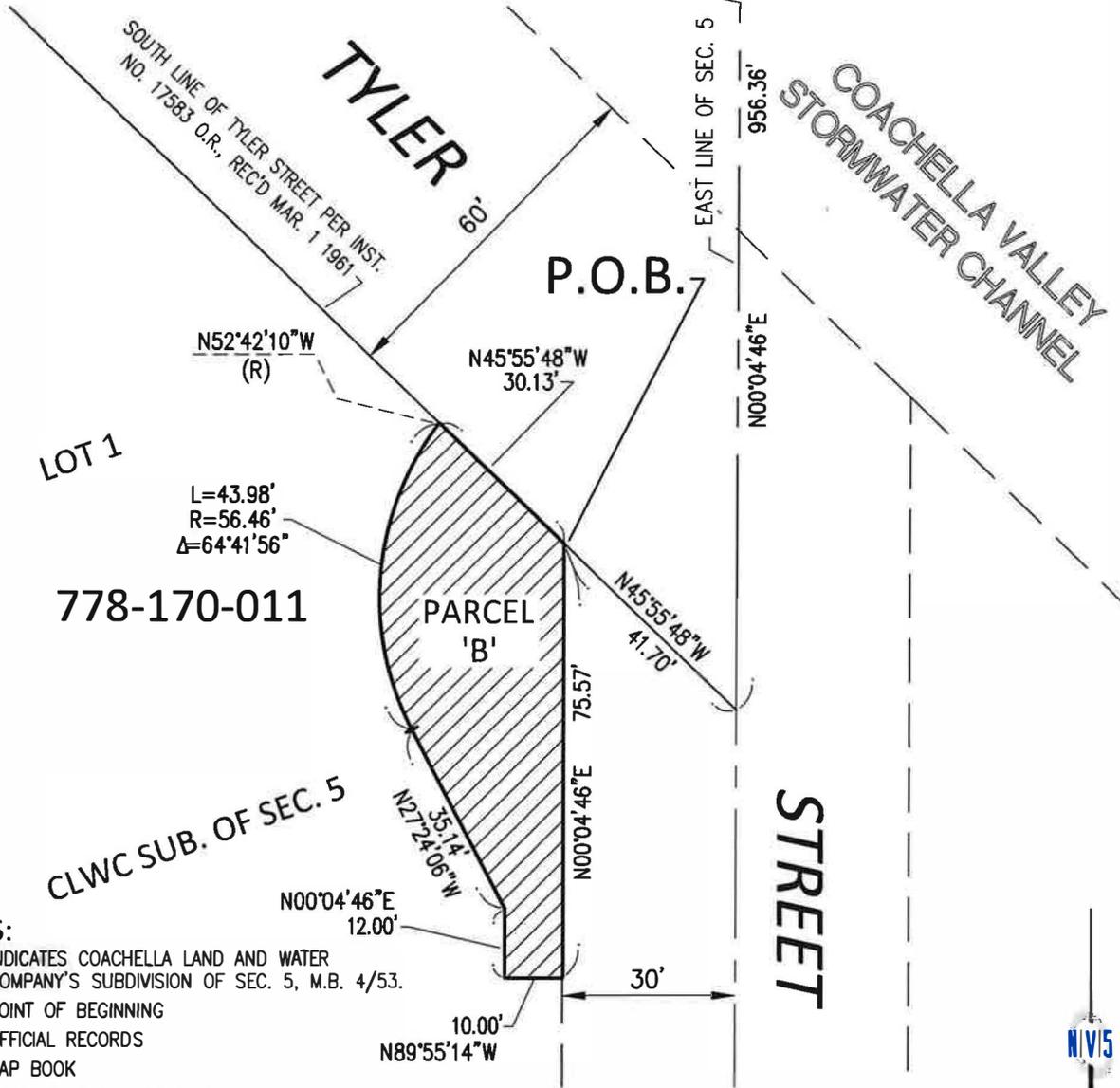
CONTAINING: 2,016.0 SQUARE FEET, MORE OR LESS.

EXHIBIT 'B'

AVENUE 50

32 33

P.O.C.
NORTHEAST COR. SEC. 5,
T.6S.,R.8E.,S.B.M.



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

JOB NUMBER

227621-0000158.00



42-829 COOK STREET, SUITE 104 PALM DESERT, CA 92211
760.341.3101 TEL 760.341.5999 FAX WWW.NVS.COM

PREPARED FOR: ANGENIOUS ENG. SER.

DATE: SEPT. , 2022

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 RADIUS 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 RADIUS 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:

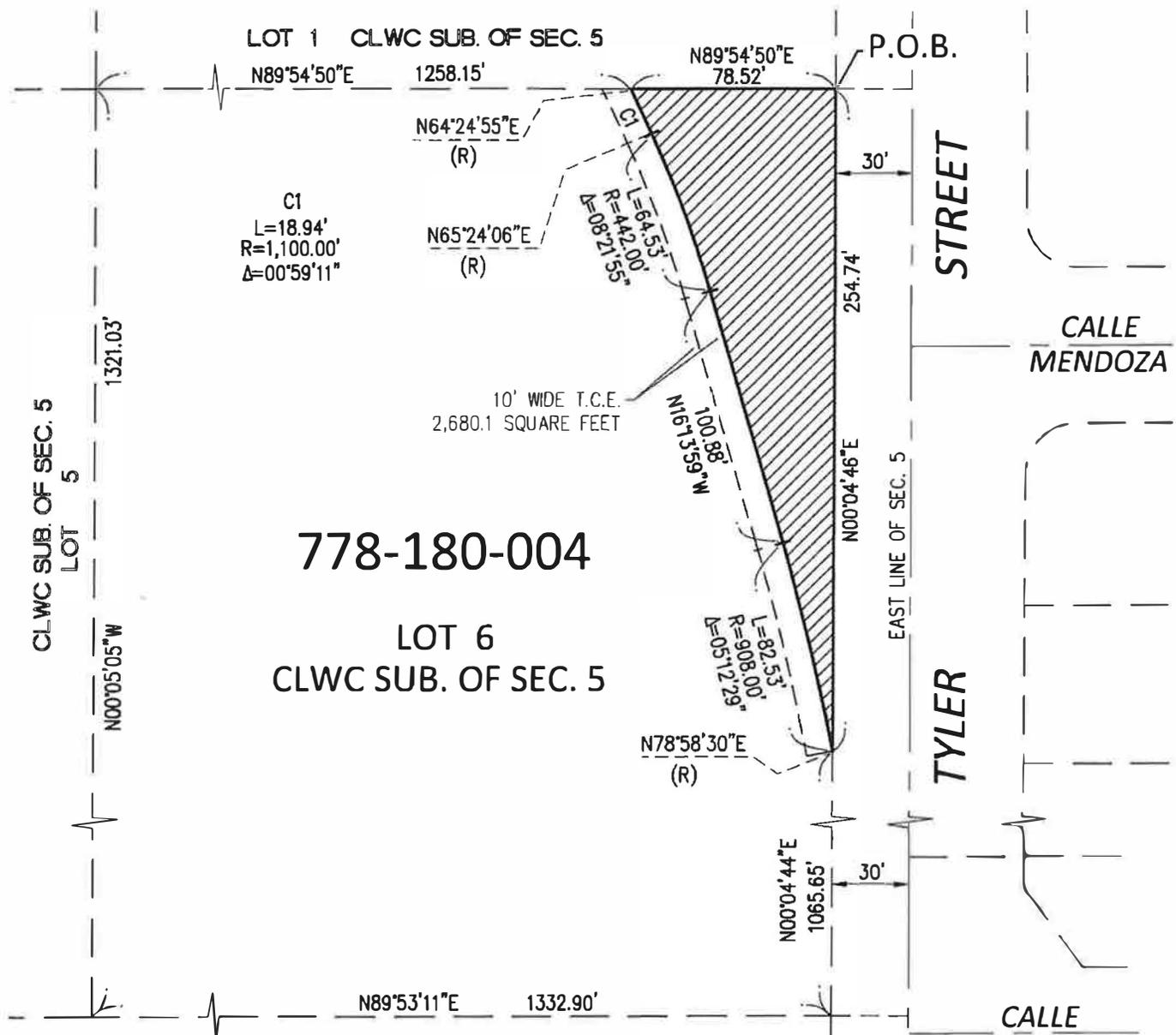
 5/23/23

JAY S. FAHRION
PLS NO. 8207

DATE



EXHIBIT 'B'



778-180-004

**LOT 6
CLWC SUB. OF SEC. 5**

NOTES: LOT 7 CLWC SUB. OF SEC. 5

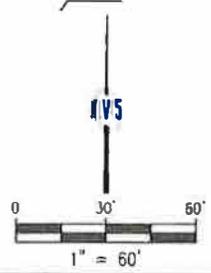
- CLWC INDICATES COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OF SEC. 5, M.B. 4/53.
- P.O.B. POINT OF BEGINNING
- O.R. OFFICIAL RECORDS
- M.B. MAP BOOK
- (R) INDICATES RADIAL BEARING
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT

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**



	<p>PREPARED FOR: ANGENIOUS ENG. SER. DATE: SEPT. , 2022</p>	<p>SHEET NUMBER 1 OF 1 SHEETS JOB NUMBER 227621-0000158.00</p>
	<p>42-829 COOK STREET, SUITE 104 PALM DESERT, CA 92211 760.341.3101 TEL 760.341.5999 FAX WWW.NV5.COM</p>	

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: 72,746.1 SQUARE FEET (1.670 ACRES), MORE OR LESS

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

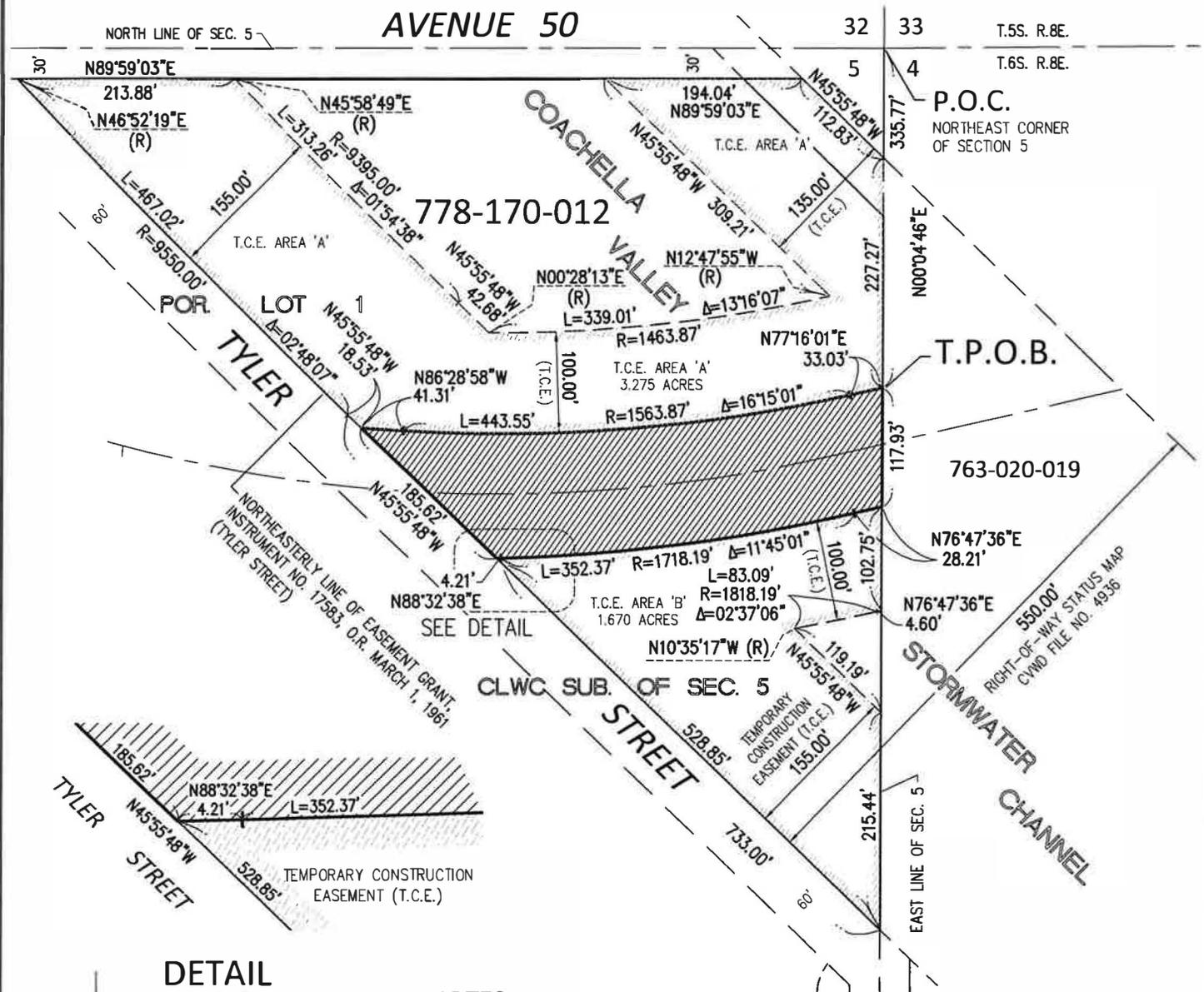
SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

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

 3/10/23
DATE
JAY S. FAHRION
PLS NO. 8207



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.

	IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE AVENUE 50 BRIDGE PROJECT ADDITIONAL RIGHT-OF-WAY	SHEET NUMBER 1
	PREPARED FOR: ANGENIOUS ENG. SER. DATE: SEPT. , 2022	OF 1 SHEETS 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

Project Name : City of Coachella SR 86/ Avenue 50 New Interchange
Federal Project No.: BR NBIL 536
Parcel Nos. : CVIS, CV16 & CV18
APNs: 778-170-011, 778-180-004 and 778-170-012

Seller's Initials Buyer's Initials

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 "G"

LEASE

Project Name : City of Coachella SR 86/ Avenue 50 New Interchange
Federal Project No.: BR NBIL 536
Parcel Nos. : CVIS, CV16 & CV18
APNs: 778-170-011, 778-180-004 and 778-170-012

Seller's Initials Buyer's Initials

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

Project Name : City of Coachella SR 86/ Avenue 50 New Interchange
Federal Project No.: BR NBIL 536
Parcel Nos. : CVIS, CV16 & CV18
APNs: 778-170-011, 778-180-004 and 778-170-012

Seller's Initials Buyer's Initials

EXHIBIT "J"

Disclaimer of Ownership

Project Name : City of Coachella SR 86/ Avenue 50 New Interchange
Federal Project No.: BR NBIL 536
Parcel Nos. : CVIS, CV16 & CV18
APNs: 778-170-011, 778-180-004 and 778-170-012

Seller's Initials Buyer's Initials

Exhibit "K"

Limited Soil Sampling Test Results Report

Project Name : City of Coachella SR 86/ Avenue 50 New Interchange
Federal Project No.: BR NBIL 536
Parcel Nos. : CVIS, CV16 & CV18
APNs: 778-170-011, 778-180-004 and 778-170-012

Seller's Initials Buyer's Initials



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.

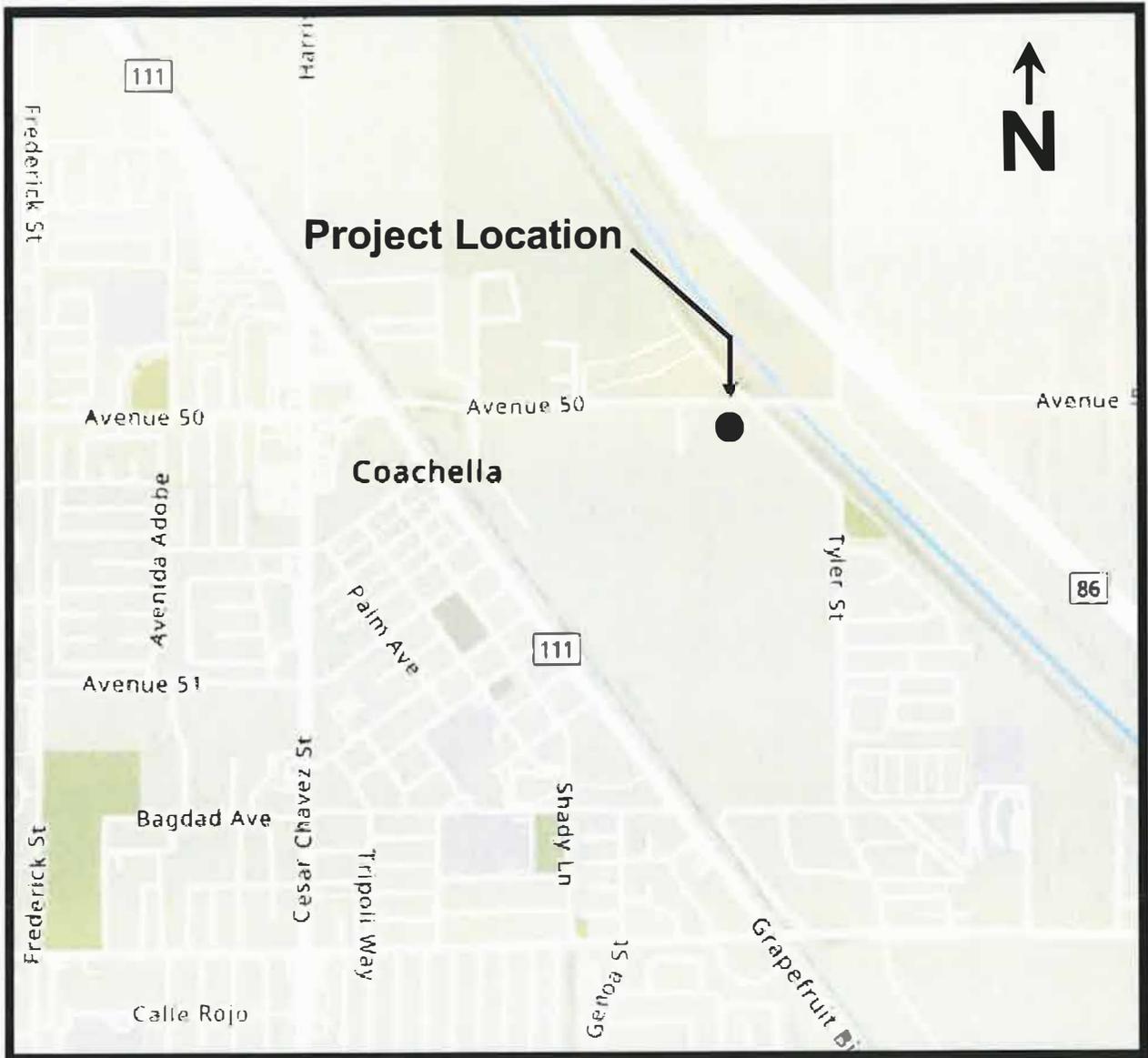
Sincerely Yours,
LandMark Consultants, Inc.



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 Location:	Sample A	
Sample Depth, ft:	1	Caltrans Method
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



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 Location:	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



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 Location:	Sample C	
Sample Depth, ft:	10' <i>CP</i>	Caltrans Method
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



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		Volumetric Swell (%)	Expansion Index (EI)	Expansive Potential
		Dry Density (pcf)	Final Moisture (%)			
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.

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

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

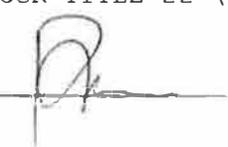
TOTAL THRESHOLD LIMIT CONCENTRATION ANALYSIS

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	560/50	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	TTLIC 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

TTLIC = 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 TTLIC 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

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	TTLT 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	560/50	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
 TTLT = 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 TTLT 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

*=Fail due to matrix interference

Note: LCS is in control therefore results are in control

ANALYST: _____

FINAL REVIEWER: _____

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
 DATE EXTRACTED: 10/30/24
 MATRIX: SOIL DATE ANALYZED: 10/30/24
 REPORT TO: MR. GREG CHANDRA 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
Methoxychlor	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

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
 DATE EXTRACTED: 10/30/24
 MATRIX: SOIL DATE ANALYZED: 10/30/24
 REPORT TO: MR. GREG CHANDRA 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
<u>Aldrin</u>	ND	0.001	1
<u>alpha-BHC</u>	ND	0.001	1
<u>beta-BHC</u>	ND	0.001	1
<u>gamma-BHC (Lindane)</u>	ND	0.001	1
<u>delta-BHC</u>	ND	0.001	1
<u>alpha-Chlordane</u>	ND	0.001	1
<u>gamma-Chlordane</u>	ND	0.001	1
<u>Total Chlordane (Technical)</u>	ND	0.005	1
<u>4,4'-DDD</u>	ND	0.001	1
<u>4,4'-DDE</u>	ND	0.001	1
<u>4,4'-DDT</u>	ND	0.001	1
<u>Dieldrin</u>	ND	0.001	1
<u>Endosulfan I</u>	ND	0.001	1
<u>Endosulfan II</u>	ND	0.001	1
<u>Endosulfan Sulfate</u>	ND	0.001	1
<u>Endrin</u>	ND	0.001	1
<u>Endrin Aldehyde</u>	ND	0.001	1
<u>Endrin Ketone</u>	ND	0.001	1
<u>Heptachlor Epoxide</u>	ND	0.001	1
<u>Heptachlor</u>	ND	0.001	1
<u>Methoxychlor</u>	ND	0.001	1
<u>Toxaphene</u>	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

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
 DATE EXTRACTED: 10/30/24
 MATRIX: SOIL DATE ANALYZED: 10/30/24
 REPORT TO: MR. GREG CHANDRA DATE REPORTED: 10/31/24

SAMPLE I.D.: **C** LAB I.D.: 241028-15

Organochlorine Pesticides Analysis

Method: EPA 8081A

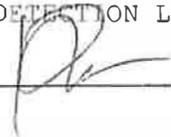
Unit: mg/Kg = Milligram Per Kilogram = PPM

PARAMETER	SAMPLE RESULT	PQL	DF
<u>Aldrin</u>	ND	0.001	1
<u>alpha-BHC</u>	ND	0.001	1
<u>beta-BHC</u>	ND	0.001	1
<u>gamma-BHC (Lindane)</u>	ND	0.001	1
<u>delta-BHC</u>	ND	0.001	1
<u>alpha-Chlordane</u>	ND	0.001	1
<u>gamma-Chlordane</u>	ND	0.001	1
<u>Total Chlordane (Technical)</u>	ND	0.005	1
<u>4,4'-DDD</u>	ND	0.001	1
<u>4,4'-DDE</u>	0.002	0.001	1
<u>4,4'-DDT</u>	ND	0.001	1
<u>Dieldrin</u>	ND	0.001	1
<u>Endosulfan I</u>	ND	0.001	1
<u>Endosulfan II</u>	ND	0.001	1
<u>Endosulfan Sulfate</u>	ND	0.001	1
<u>Endrin</u>	ND	0.001	1
<u>Endrin Aldehyde</u>	ND	0.001	1
<u>Endrin Ketone</u>	ND	0.001	1
<u>Heptachlor Epoxide</u>	ND	0.001	1
<u>Heptachlor</u>	ND	0.001	1
<u>Methoxychlor</u>	ND	0.001	1
<u>Toxaphene</u>	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

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**

DATE RECEIVED: 10/28/24

SAMPLING DATE: 10/28/24

DATE EXTRACTED: 10/30/24

MATRIX: SOIL

DATE ANALYZED: 10/30/24

REPORT TO: MR. GREG CHANDRA

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
Methoxychlor	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)**
 Unit: **mg/Kg (ppm)**

Date Analyzed: **10/30/24**

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	%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							
Sample I.D.									
Tetra-chloro-meta-xylene	50-150								
Decachlorobiphenyl	50-150								

Surrogate Recovery	ACP%	%REC							
Sample I.D.									
Tetra-chloro-meta-xylene	50-150								
Decachlorobiphenyl	50-150								

S.R. = Sample Result * = Surrogate fail due to matrix interference (If Marked)
 spk conc = Spike Concentration **Note: LCS, MS, MSD are in control therefore results are in control.**
 %REC = Percent Recovery
 ACP %RPD = Acceptable Percent RPD Range
 ACP %REC = Acceptable Percent Recovery Range

Analyzed and Reviewed By: 

Final Reviewer: 

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 EXTRACTED: 10/29/24
REPORT TO: MR. GREG CHANDRA 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

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



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 EXTRACTED: 10/29/24
 REPORT TO: MR. GREG CHANDRA 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**

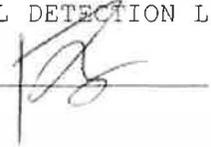
Unit: **mg/Kg = Milligram Per Kilogram = PPM**

PARAMETER	SAMPLE RESULT	PQL	DF
<u>Azinphos Methyl</u>	ND	0.05	1
<u>Bolstar (Sulprofos)</u>	ND	0.05	1
<u>Chlorpyrifos</u>	ND	0.05	1
<u>Coumaphos</u>	ND	0.05	1
<u>Demeton-O</u>	ND	0.05	1
<u>Demeton-S</u>	ND	0.05	1
<u>Diazinon</u>	ND	0.05	1
<u>Dichlorvos</u>	ND	0.05	1
<u>Disulfoton</u>	ND	0.05	1
<u>Ethopro</u>	ND	0.05	1
<u>Fensulfothion</u>	ND	0.05	1
<u>Fenthion</u>	ND	0.05	1
<u>Merphos</u>	ND	0.05	1
<u>Methyl Parathion</u>	ND	0.05	1
<u>Mevinphos</u>	ND	0.10	1
<u>Naled</u>	ND	0.10	1
<u>Phorate</u>	ND	0.05	1
<u>Ronnel</u>	ND	0.05	1
<u>Tetrachlorvinphos (Stirophos)</u>	ND	0.05	1
<u>Tokuthion (Prothiofos)</u>	ND	0.05	1
<u>Trichloronate</u>	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



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 EXTRACTED: 10/29/24
 REPORT TO: MR. GREG CHANDRA 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
Coumaaphos	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**
 Unit: **mg/Kg (PPM)**

Date Analyzed: **10/29/2024**

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	%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	%REC
Sample I.D.									
Tributyl Phosphate		40-140							
Triphenyl Phosphate		40-140							

Surrogate Recovery	ACP%	%REC	%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: _____

Exhibit "L"

Irrigation Tile-drain Improvement Plan

Project Name : City of Coachella SR 86/ Avenue 50 New Interchange
Federal Project No.: BR NBIL 536
Parcel Nos. : CVIS, CV16 & CV18
APNs: 778-170-011, 778-180-004 and 778-170-012

Seller's Initials Buyer's Initials

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

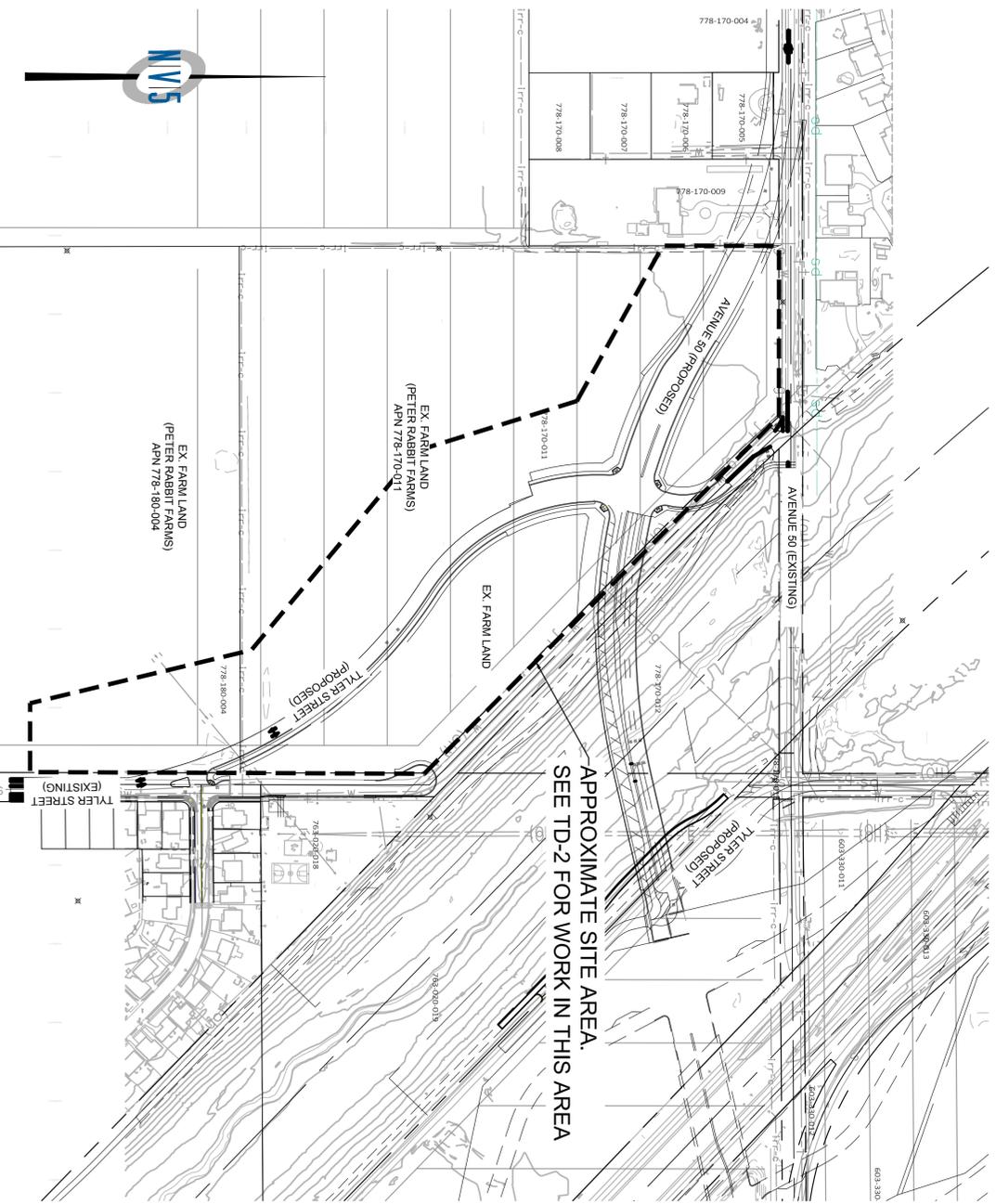
LEGEND

EXISTING SEWER	—S—
EXISTING DOMESTIC WATER	—W—
EXISTING GAS	—G—
EXISTING IRRIGATION LINE	—IR—
EXISTING EASMENT LINE	—E—
EXISTING CONTOUR LINE	—432—
SEWER LATERAL	—
SEWER END CAP	—
SEWER MANHOLE	⊙
SEWER CLEANOUT	⊙
WATER VALVE	⊙
WATER METER	⊙
BLOW-OFF ASSEMBLY	⊙
FIRE HYDRANT	⊙
CENTERLINE	—C—
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:

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)
 ASSIMMONS@COACHELLA.ORG



0' 200' 400' 600'
 SCALE 1" = 200'

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	PERFORMED SURFS TILE DRAIN	2300 LF
2	EXISTING TILE DRAIN REMOVAL	6114 LF
3	FITTING - HOPE WIRE	8 EA
4	FITTING - HOPE 45 BAND	1 EA
5	FERRIS ADAPTER	9 EA

SPECIAL NOTES

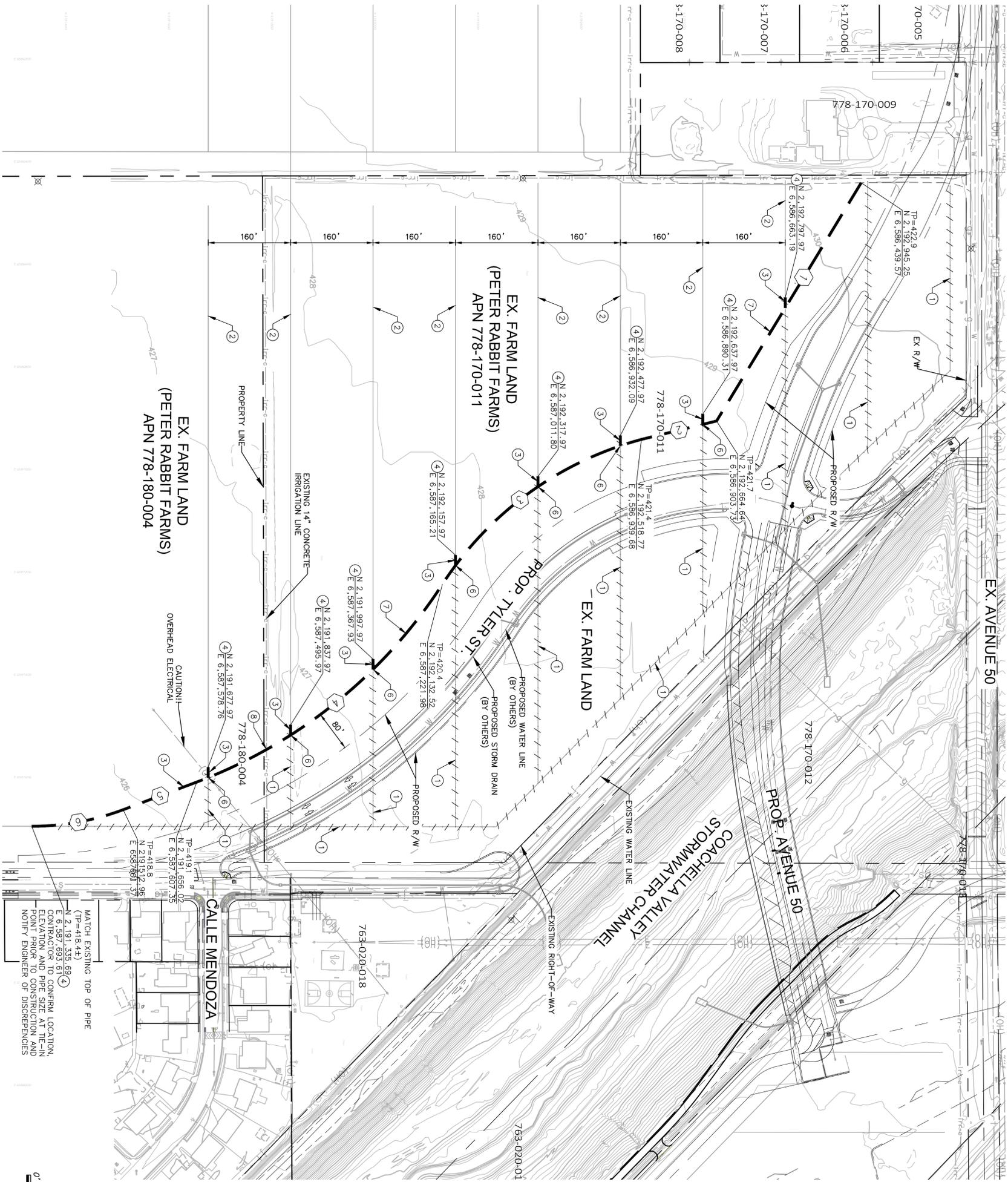
- THE ENGINEER OF WORK WILL NOT ENFORCE SAFETY MEASURES OR REGULATIONS. THE CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES INCLUDING SIGNS, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE, AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS, REGULATIONS, AND CONTRACT AGREEMENT.
- 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
- 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 CONSTRUCTION OF THE PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY 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 ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

GENERAL NOTES

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING IN PLACE ALL EXISTING UTILITIES. UTILITY LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE, OBTAINED FROM AVAILABLE RECORDS, AND ARE SHOWN FOR INFORMATION ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES SHOWN HEREON AND ANY OTHERS NOT OF RECORD OR NOT SHOWN ON THESE PLANS CAUSED BY THE CONTRACTOR SHALL BE REPAIRED TO THE APPROPRIATE SPECIFICATIONS AND STANDARDS AT THE EXPENSE OF THE CONTRACTOR.
- 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.
- 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.
- QUANTITIES INDICATED ON THESE PLANS ARE ENGINEER'S ESTIMATES ONLY AND ARE NOT TO BE USED BY CONTRACTOR FOR BIDDING OR PAYMENT PURPOSES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY MONUMENTATION AND/OR BENCHMARKS WHICH WILL BE DISTURBED OR DESTROYED DURING THE COURSE OF CONSTRUCTION. SUCH POINTS SHALL BE REBLENDED OR RECONSTRUCTED BY A LICENSED LAND SURVEYOR OR AS REGISTERED. THE LICENSED LAND SURVEYOR OR REGISTERED CIVIL ENGINEER AS REQUIRED BY THE LAND SURVEYOR'S ACT.
- 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.
- 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.
- PRIOR TO THE START OF CONSTRUCTION, CONTRACTOR TO FIELD VERIFY POINT-OF-CONNECTION LOCATIONS AND ELEVATIONS OF ALL TILE DRAINS.
- 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.
- 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
- 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.
- THE CONTRACTOR SHALL PROPERLY GRADE ALL DISTURBED SURFACES TO PROVIDE POSITIVE DRAINAGE AND PREVENT FLOODING OF WATER. CONTRACTOR SHALL CONTROL SURFACE WATER TO AVOID DAMAGE TO ADJOINING PROPERTIES OR TO FINISHED WORK ON THE SITE.
- 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 REPORT AND THEN SPREAD, MOISTURE CONDITION, AND COMPACT FILL IN STRICT ACCORDANCE WITH THE SPECIFICATIONS.
- 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.
- 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 ROADSWAYS AT SPECIFIED SPEEDS.
- THE CONTRACTOR SHALL FURNISH TO OWNER REDLINE AS-BUILT PLANS FOR ALL NEW IMPROVEMENTS AND GRADING SHOWN ON THESE PLANS.

NOT FOR CONSTRUCTION

<p>DESIGNED BY: BW</p> <p>DRAWN BY: BW</p> <p>CHECKED BY: VB</p> <p>SUBMITTED BY: VB</p> <p>DESIGNED BY: SONN A CHEAH</p> <p>RCE NO. 52143</p>	<p>PLANS PREPARED BY:</p> <p>NVS</p> <p>42-929 COOK STREET, SUITE 104, (760) 341-3101 FAX (760) 341-5999 EMAIL: BRIAN.WIESE@NVS.COM PREPARED UNDER THE SUPERVISION OF: BRIAN P. WIESE</p> <p>80074 - RCE -</p>	<p>CITY OF COACHELLA ENGINEERING DEPARTMENT</p> <p>RECOMMENDED FOR APPROVAL BY:</p> <p>DATE</p> <p>APPROVED BY:</p> <p>ANDREW SIMMONS Evg DATE R.C.E. CITY ENGINEER</p>	<p>CITY OF COACHELLA AVENUE 50 BRIDGE OVER CVSC - PHASE 1 PETER RABBIT FARMS TILE DRAIN RELOCATION</p> <p>TITLE SHEET AND NOTES</p> <p>CITY FILE NO. ST-69 DRAWING NO. TD-1 SHEET 1 OF 3 SHEETS</p>
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- CONSTRUCTION NOTES**
- REMOVE EXISTING TILE DRAIN. BACKFILL AND COMPACT TO MIN. 95% DENSITY
 - PROTECT EXISTING TILE DRAIN
 - INSTALL 20" PERFORATED PVC SDR35 TRANSITION FROM FITTING TO EXISTING TILE DRAIN LATERAL. SIZE TO MATCH EXISTING
 - INSTALL FERRO ADAPTOR FOR TIE-IN CONNECTION TO EXISTING TILE DRAIN
 - INSTALL 45 DEGREE BEND
 - INSTALL 12" PERFORATED PVC PIPE PER SPECIFICATIONS (SDR35) AND DETAIL ON SHEET TO-3. VERIFY EXISTING TILE DRAIN SIZE PRIOR TO CONSTRUCTION
 - EXISTING IRRIGATION CROSSING. POT HOLE PRIOR TO CONSTRUCTION AND PROTECT IN PLACE

- LEGEND**
- PROPOSED TILE DRAIN
 - EXISTING TILE DRAIN REMOVAL
 - EXISTING SEWER
 - EXISTING DOMESTIC WATER
 - EXISTING GAS
 - EXISTING IRRIGATION LINE
 - EXISTING EASMENT LINE
 - EXISTING CONTOUR LINE

TILE DRAIN DATA

NO	BEARING/Delta	RADIUS	LENGTH
1	N 58°50'41" W	---	542.39'
2	N 13°50'41" W	150.24'	150.24'
3	S 42°09'37" E	665.07'	489.38'
4	S 56°33'21" E	977.00'	623.35'
5	N 20°41'11" W	---	152.93'
6	S 20°45'35" E	500.00'	181.17'



NOT FOR CONSTRUCTION



REVISIONS

REV.	DESCRIPTION	DATE	BY

DESIGNED BY: BW
 DRAWN BY: BW
 CHECKED BY: VB
 SUBMITTED BY:



PLANS PREPARED BY:
 NVS
 42-829 COOK STREET, SUITE 104,
 (760) 341-3101 FAX (760) 341-5999
 EMAIL: BRIAN@NVS.COM
 PREPARED UNDER THE SUPERVISION OF:
 BRIAN P. WIESE
 800/74-
 -RCE- DATE

**CITY OF COACHELLA
 ENGINEERING DEPARTMENT**

RECOMMENDED FOR APPROVAL BY: _____ DATE _____
 APPROVED BY: _____ DATE _____
 R.C.E. _____ 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 UNITS, 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 APPROVED SPECIAL SECTION BEFORE INSTALLATION, WHERE 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 SOUND REPAIRED SECTION CONVEYED TO THE FIELD AND REPAIRED SECTION CONVEYED TO THE FIELD SATISFACTORY FOR ITS INTENDED USE AND SHALL MEET APPLICABLE SPECIFICATIONS AND REQUIREMENTS.

3. PLACEMENT
ALL SUBSURFACE DRAINS SHALL BE COVERED WITH PROTECTED BLINDING, ENVELOPE, OR FILTER MATERIAL TO BE 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 THROUGH ROCK, 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 1/2 INCH EXCEPT IN SANDY SOIL WHERE THE CLOSEST POSSIBLE FIT SHOULD BE OBTAINED. IN ORGANIC SOIL, WHERE SOME OF THE MORE FIBROUS TYPES MAY BE SEPARABLE 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. THE FILTER AND BEDDING MATERIAL SHALL BE 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 WITH SAND-GRAVEL FILTER MATERIAL. AFTER PLACEMENT OF GRAVEL AND FILTER MATERIAL, MATERIAL OVER THE CONDUIT TO FILL THE TRENCH TO A DEPTH OF 3 INCHES OVER THE CONDUIT. A PLASTIC SHEET AND FINE SAND 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 3/4 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 TUBING, SPUN BONDED NITON, OR POLYESTER TUBING. FIBERGLASS OR POLYESTER SHALL BE MANUFACTURED FROM BOROSILICATE TYPE GLASS AND THE MANUFACTURER OF THE MATERIAL SHALL CERTIFY THAT IT IS SUITABLE FOR UNDERGROUND USE. THE FIBERS SHALL BE OF A VARIABLE SIZE WITH SOME LARGER FIBERS INTERTWINE IN THE MAT IN A RANDOM MANNER.

ALL TEARS OR OTHER AREAS WHERE THE BLANKET CONTAINS A TORN OR MISSING LEAD OR LEADS OVERLAP OF 4 INCHES, SHALL BE SPLICED WITH A MINIMUM OVERLAP OF 4 INCHES.

7. DRAIN BEDDING
BEDDING: THE TRENCH BOTTOM SHALL BE SMOOTH AND FREE OF CLOS, 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 UNSTABLE SOIL WILL NOT PENETRATE. WHERE STABILIZER MATERIALS DO NOT PROVIDED ADEQUATE SUPPORT, TUBING SHALL BE PLACED IN A 90° RIGID

PREFABRICATED FOUNDATION GRADE. THE GRADE 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 WITH 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 ENTRY FOR ROOTS, PLANTING 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.

DISPLACEMENT OR DETECTION OF THE TUBING WILL BE INDICATED BY THE TRENCHING OPERATOR. THE MATERIAL FLOWS DOWN THE FRONT SLOPE, AVOID LARGE STONES, FROZEN MATERIAL, AND DRY CLOS. 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

APERTURANCES, 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 PROCEDURES. THE CONSTRUCTION BEING PERFORMED SHALL BE RECORDED TO THE SAFETY OF ALL PERSONS AND PROPERTY.

THE COMPLETED JOB SHALL BE WORKMANLIKE AND PRESENT A GOOD APPEARANCE.

12" PERFORATED PVC PIPE (SPR 35) PER ASTM D3034 AND ASTM F477. CONTRACTOR TO VERIFY SIZE OF EXISTING TILE DRAIN PRIOR TO CONSTRUCTION

FINISHED SURFACE/FINISHED GRADE

9 MIN

3" MIN

3" MIN

3" MIN

3" MIN

9 MIN

SAND-GRAVEL ENVELOPE WRAPPED IN MIFBERT 140-N OR EQUAL FILTER FABRIC.

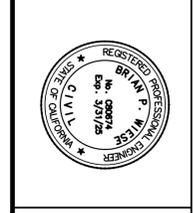
NATIVE SOIL BACKFILL FREE OF LARGE (3" DIA. OR GREATER) ROCK AND DEBRIS.

PIPE TRENCHING AND BACKFILL N.T.S



REV.	DESCRIPTION	DATE	BY

DESIGNED BY: <u> BW </u>	SOON A CHEAH	RCE NO. 52143	DATE
DRAWN BY: <u> BW </u>			
CHECKED BY: <u> VB </u>			
SUBMITTED BY: <u> VB </u>			



PLANS PREPARED BY:	NVS
42-929 COOK STREET, SUITE 104, (760) 341-3101 FAX (760) 341-5999 EMAIL: BRIAN.WIESE@NVS.COM	
PREPARED UNDER THE SUPERVISION OF:	BRIAN P. WIESE
80074	DATE
- RCE -	

CITY OF COACHELLA ENGINEERING DEPARTMENT	
RECOMMENDED FOR APPROVAL BY:	APPROVED BY:
DATE	DATE
ANDREW SIMMONS	EVP, DATE
R.C.E.	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

NOT FOR CONSTRUCTION

NVS