

PURCHASE AND SALE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS

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

Escrow No. \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

- b. Seller shall and does hereby grant to City the Temporary Construction Easement pursuant to the terms and conditions described more particularly in the TCE Deed. Pursuant to the TCE Deed, City has the right to access and use the Temporary Construction Easement Area to facilitate the construction of the Project, and for all activities and uses necessary and convenient thereto in connection with the construction and operation of the Project as set forth in the TCE Deed and in accordance with the terms and conditions set forth therein.
- c. A temporary construction barrier may be installed at or near the perimeter of the Temporary Construction Easement Area once the construction is started and the Temporary Construction Easement Area is disturbed by demolition and/or construction. At the expiration of the Temporary Construction Easement, Buyer shall, subject to reasonable wear and tear, restore the Temporary Construction Easement Area to a condition as near as practicable to the condition that existed immediately prior to Buyer's operations. Buyer shall not, however, be required to restore (i) landscaping or any other improvements for which Seller has been paid under terms of this Agreement, or (ii) any other changed condition or circumstance not resulting from Buyer's operations, negligence or greater fault to the pre-existing condition.
- d. While on the Temporary Construction Easement Area, Buyer will comply with all applicable laws, rules and regulations. Buyer will be responsible and liable for any damage to the Property to the extent the same is both (i) proximately caused by the negligent acts or greater fault of Buyer in connection with its use or occupancy of the Property for the purposes specified herein and (ii) not (a) remedied in accordance with or otherwise resolved or covered as a result of the terms of this Agreement, including, without limitation, the payment(s) to be made hereunder and/or pursuant hereto or (b) permitted, contemplated, waived or released by the terms of this Agreement or the TCE Deed.

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

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

- [i] Buyer's acquisition of the Property, and/or
- [ii] Any damage to the remainder incurred as a result of Buyer's acquisition of the Property and/or construction of the Project for which the Property is being acquired and/or
- [iii] Any damage, loss of income revenue, or any and all other impacts to the business being operated at 85751 Avenue 50, Coachella, CA 92236

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

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

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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.

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

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

\* \* \* \* \*

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

\* \* \* \* \*

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

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

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

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

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

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

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

8. Escrow.

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

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

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

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

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

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

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

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

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

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11. Conditions to Close of Escrow.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Costs and Expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

e. Pay demands of existing lienholders.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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 (iv) asbestos.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

With a Copy To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone.: \_\_\_\_\_

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

With a Copy To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone.: \_\_\_\_\_

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

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

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

24. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Indemnification of Escrow Holder.

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

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

26. Intentionally Deleted

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

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

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

"Buyer"

**CITY OF COACHELLA, a Municipal Corporation**

By: \_\_\_\_\_ Name:

**Dr. Gabriel Martin**

Title: **City Manager**

Date: \_\_\_\_\_

"Seller"

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

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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EXHIBITS

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

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

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

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

Exhibit E: Fixtures and Equipment List

Exhibits E-1 : Seller's Certificate aka FIRPTA

Exhibits E-2 : Seller's Certificate aka FIRPTA

Exhibit F: Tenant List

Exhibit G: Lease

Exhibit H: Tenant Estoppel

Exhibit I: Bill of Sale

Exhibit J: Disclaimer of Ownership

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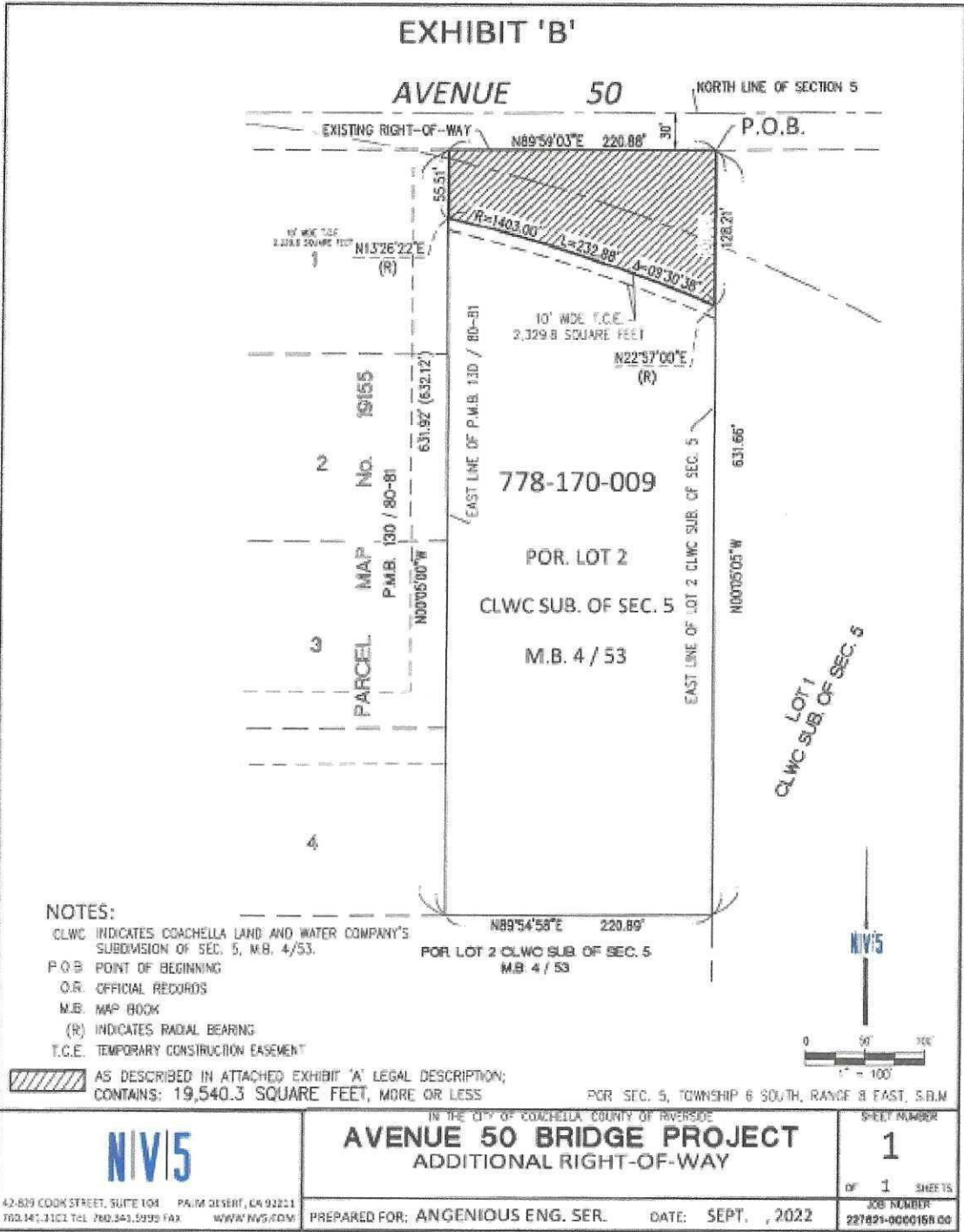
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EXHIBIT "A"

Legal Description Parcel No. CV-14

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 APN : 778-170-009

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 Seller's Initials      Buyer's Initials

**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**

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

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

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

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

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

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

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

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

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

**THENCE** ALONG THE EAST LINE OF SAID LOT 2, SOUTH 00°05'05" EAST A DISTANCE OF 128.21 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1,403.00 FEET, AND TO WHICH A RADIAL LINE BEARS NORTH 22°57'00" EAST, SAID POINT BEING THE TRUE POINT OF BEGINNING;

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

Page 1 of 2

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

JZBZ      \_\_\_\_\_  
Seller's Initials      Buyer's Initials

Page 28 of 50

EXHIBIT 'A'  
LEGAL DESCRIPTION

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

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

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

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

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

NV5 INC.  
PREPARED BY ME OR UNDER MY DIRECTION:

*Jay S. Fahrion*      *5/27/23*  
\_\_\_\_\_  
JAY S. FAHRION      DATE  
PLS NO. 8207



Page 2 of 2

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

*J.Z.B.Z.*      \_\_\_\_\_  
Seller's Initials      Buyer's Initials

EXHIBIT "B"

Plat Map for Parcel No. CV-14

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

JZ B.Z. \_\_\_\_\_  
Seller's Initials      Buyer's Initials

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 No. CV-14

Assessor's Parcel Number: 778-170-009

Federal Project No. BR-NBIL 536

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

By: *Jaime Zepeda*  
Jaime R. Zepeda

By: *Betty A. Zepeda*  
Betty A. Zepeda

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

*JZBZ* \_\_\_\_\_  
Seller's Initials Buyer's Initials





**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**

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

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

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

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

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

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

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

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

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

**THENCE** ALONG THE EAST LINE OF SAID LOT 2, SOUTH 00°05'05" EAST A DISTANCE OF 128.21 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1,403.00 FEET, AND TO WHICH A RADIAL LINE BEARS NORTH 22°57'00" EAST, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

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

Page 1 of 2

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

JZBZ      \_\_\_\_\_  
Seller's Initials      Buyer's Initials

EXHIBIT 'A'  
LEGAL DESCRIPTION

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

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

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

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

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

NVS INC.  
PREPARED BY ME OR UNDER MY DIRECTION:

Jay S. Fahrion      5/27/23  
JAY S. FAHRION      DATE  
PLS NO. 8207



Page 2 of 2

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

JZBI      \_\_\_\_\_  
Seller's Initials      Buyer's Initials



**CERTIFICATE OF ACCEPTANCE**

**PERMANENT ROADWAY EASEMENT DEED**

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Dr. Gabriel Martin**  
**City Manager**

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

JZBZ      \_\_\_\_\_  
Seller's Initials      Buyer's Initials

Recorded at the request of

**EXHIBIT D**

City of Coachella

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 No. CV-14

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

By: *Jaime Zepeda*  
Jaime R. Zepeda

By: *Betty A. Zepeda*  
Betty A. Zepeda

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

J.R.Z.        /    
Seller's Initials      Buyer's Initials

ACKNOWLEDGMENT

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

State of California )
) ss
County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
(Notary Signature)

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

JZBZ. \_\_\_\_\_
Seller's Initials Buyer's Initials

**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**

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

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

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

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

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

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

**THENCE** ALONG THE EAST LINE OF SAID LOT 2, SOUTH 00°05'05" EAST A DISTANCE OF 128.21 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1,403.00 FEET, AND TO WHICH A RADIAL LINE BEARS NORTH 22°57'00" EAST, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

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    JZBZ     \_\_\_\_\_  
Seller's Initials      Buyer's Initials



EXHIBIT 'A'  
LEGAL DESCRIPTION

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

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

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

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

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

NVS INC.  
PREPARED BY ME OR UNDER MY DIRECTION:

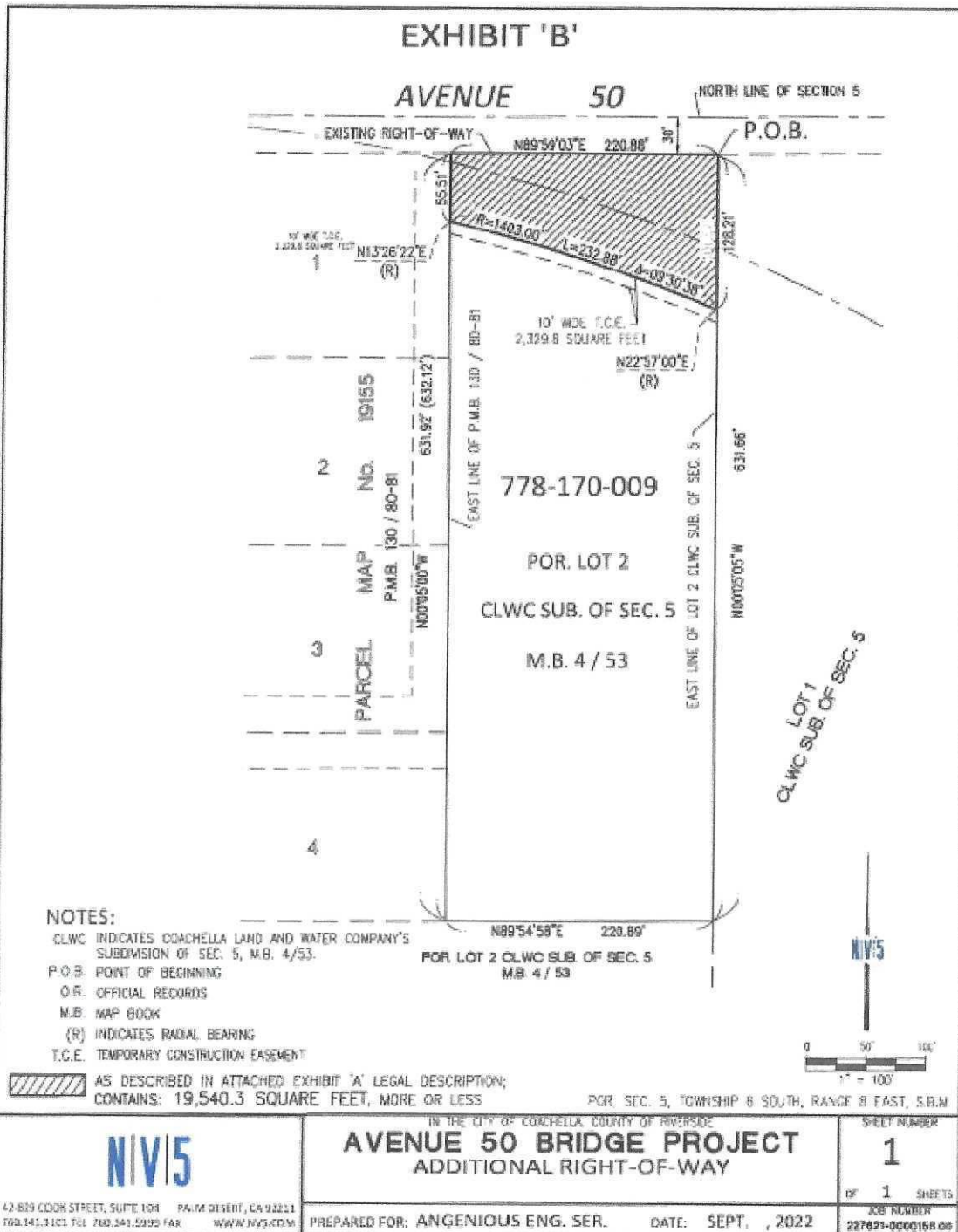
*Jay S. Fahrion*      *5/27/23*  
\_\_\_\_\_  
JAY S. FAHRION      DATE  
PLS NO. 8207



Page 2 of 2

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

*JZBZ*      \_\_\_\_\_  
Seller's Initials      Buyer's Initials



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

JZBZ      \_\_\_\_\_  
 Seller's Initials      Buyer's Initials

**CERTIFICATE OF ACCEPTANCE  
TEMPORARY CONSTRUCTION EASEMENT**

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Dr. Gabriel Martin**  
**City Manager**

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

J.R.Z.                
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: \_\_\_\_\_

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

J. Z. B. Z. \_\_\_\_\_  
Seller's Initials      Buyer's Initials

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

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

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

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

4. My business / home address is:

\_\_\_\_\_

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

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ at Los Angeles County, CA.

SELLER:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

IZBZ      \_\_\_\_\_  
Seller's Initials      Buyer's Initials

EXHIBIT "F"  
TENANT LIST

**Tenant's Names and Mailing Addresses:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone \_\_\_\_\_ (Home)

Telephone \_\_\_\_\_ (Work)

Monthly Rent \_\_\_\_\_

Security Deposit \_\_\_\_\_

**Tenant's Names and Mailing Addresses:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone \_\_\_\_\_ (Home)

Telephone \_\_\_\_\_ (Work)

Monthly Rent \_\_\_\_\_

Security Deposit \_\_\_\_\_

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

\_\_\_\_\_  
Name of Seller

\_\_\_\_\_  
Name of Seller

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

\_\_\_\_\_/\_\_\_\_\_  
Seller's Initials

\_\_\_\_\_/\_\_\_\_\_  
Buyer's Initials

EXHIBIT "G"

LEASE

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

\_\_\_\_\_/\_\_\_\_\_  
Seller's Initials      Buyer's Initials

EXHIBIT "H"  
TENANT ESTOPPEL VERIFICATION

TENANT NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ CELL NO.: \_\_\_\_\_

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

Move-in date is: \_\_\_\_\_

I occupy \_\_\_\_\_ s.f. \_\_\_\_\_ Units

My monthly rent payment is \$ \_\_\_\_\_

I am current on my rent payments      YES \_\_\_\_\_      NO \_\_\_\_\_

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

My original security deposit was \$ \_\_\_\_\_

Current balance of Security Deposit \$ \_\_\_\_\_

My tenancy is month-to-month YES \_\_\_\_\_      NO \_\_\_\_\_

If not, my lease expires on: \_\_\_\_\_

I pay for the following utilities:      Electricity \_\_\_\_\_ / Gas \_\_\_\_\_ / Water \_\_\_\_\_ / Garbage \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

Tenant's Signature \_\_\_\_\_

Date \_\_\_\_\_

Owner's Signature \_\_\_\_\_

Date \_\_\_\_\_

Owner's Signature \_\_\_\_\_

Date \_\_\_\_\_

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

\_\_\_\_\_/\_\_\_\_\_  
Seller's Initials      Buyer's Initials



EXHIBIT "I"

BILL OF SALE

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

\_\_\_\_\_/\_\_\_\_\_  
Seller's Initials

\_\_\_\_\_/\_\_\_\_\_  
Buyer's Initials

EXHIBIT "J"

Disclaimer of Ownership

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

\_\_\_\_\_/\_\_\_\_\_  
Seller's Initials

\_\_\_\_\_/\_\_\_\_\_  
Buyer's Initials