

Improvement District No. N/A

**MISSION SPRINGS WATER DISTRICT  
WATER SYSTEM CONSTRUCTION AGREEMENT  
(DEVELOPER INITIATED/CONTRACTOR INSTALLED)**

THIS WATER SYSTEM CONSTRUCTION AGREEMENT ("Agreement") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between MISSION SPRINGS WATER DISTRICT, a County Water District ("District") with its headquarters at 66575 2<sup>nd</sup> Street, Desert Hot Springs, Riverside County, California," and **Desert Grow, LLC** ("Developer") located at P.O. Box 966, Weatherford, TX 76086 phone No. (817) 426-4469.

**RECITALS**

WHEREAS, Developer is planning the construction of an industrial project commonly known as 'Project Viento' ("Project") which is the subject to **Conditional Use Permit No. 22-12** further described and identified on the map attached to and made a part of this Agreement as Exhibit "A" ("Property") and which is subject to the Landscape Plan attached hereto and made a part hereof by this reference as Exhibit "B"; and

WHEREAS, the Project will require a water distribution system to provide domestic water service to be designed and built by Developer (the "System"); and

WHEREAS, said Developer is desirous of having the District provide domestic water service to said Project and is willing to convey to the District the System after the construction thereof, contingent upon the District's acceptance of such conveyance on the terms and conditions set forth herein.

**AGREEMENT**

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Compliance with Law.** Developer will comply with all applicable state, federal and local laws, statutes and ordinances and the District's ordinances, policies and regulations for planning and constructing the System ("Requirements"). The forgoing laws and regulations, as amended from time to time, are hereby incorporated herein by reference. Developer agrees to comply with the water conservation requirements set by MSWD and the Land Use Agency as well as the Landscape Plan.
2. **District Expenses Covered.** The Developer shall deposit, with the District, costs to cover necessary engineering and other services, permits, inspections and water system connection costs in an amount estimated by the District. Said deposit shall be increased and/or replenished if District determines that the amount deposited is not sufficient to cover the costs as estimated by the District from time to time.
3. **Completion of Work.** The Developer shall contract for the design of the System by a licensed civil engineer experienced in the design of similar systems. The System to service the Project shall comply with the Requirements and construction plans for the same shall be presented

to the District for approval by the District prior to the presentation thereof to Contractors for bidding purposes. Such System shall include all pipelines, valves, hydrants and appurtenances as required by District subject to the Requirements. The Developer shall at its sole cost and expense secure title to property, easements, and rights of way needed for the System prior to the commencement of construction and shall convey offers of dedication or grant deeds along with necessary roads for ingress and egress and for maintenance and operation of the water system. The Developer shall file a Notice of Completion upon completion of the water system.

- 4. Licensed Contractor.** The Developer will contract for the services of a licensed and qualified contractor ("Contractor") to construct the System. Said contract shall be signed by Developer and the licensed Contractor. Said Contractor shall be currently licensed by the State of California with a General engineering Contractor, "A" license and/or other appropriate license needed to construct the System. Said Contractor shall be experienced in the construction of domestic water systems and shall have been reviewed by the District and listed by the District as qualified contractors before a contract is signed and actual system construction begins. However, the District's approval of the Contractor shall in no way be deemed to impose on District any liability for the acts or omissions of said Contractor.
- 5. Payment and Performance.** The entire cost of the construction of the System shall be paid by the Developer as and when the amounts are due in such regards. Developer and Contractor shall assure that such construction is inspected by District personnel for conformance with the approved plans and specifications and the Requirements. Whenever the Contractor desires to work outside the regular or specified work periods or to vary the work period during any particular day, Contractor shall request permission from the District at least 24 hours in advance so that inspection services may be provided. If the District grants permission and if the work period includes hours outside the normal work hours of the District, the Developer shall pay for the inspection services provided outside of normal work hours in accordance with established District rates. Construction shall not begin until the "Notice to Proceed" is given by the District inspector nor until the Developer, or other authorized party, completes a "CERTIFICATION OF STREETS TO FINAL GRADE" for the streets in which the water pipelines are to be constructed. District inspection is for the purpose of conformance of construction with District requirements, and not for compliance by the Contractor with safety requirements. Inspection or final acceptance shall not constitute a waiver by the District of any claims against Developer and/or Contractor for any defects in the work performed hereunder and shall not result in the imposition on District of any liability with regards to the same. Developer shall guarantee the completion of construction of the Work by July 31, 2026. Developer agrees to pay all costs incurred by the District as it may incur and as may be necessary in connection with Contractor completing the Work, including administrative costs.
- 6. Insurance and Indemnity.** Developer's contractor shall provide required insurance certificates and endorsements as outlined below:

**6.1 Indemnification:** To the extent permitted by law, Developer (as well as Contractor and any other contractors or subcontractors hired to do any construction work), shall defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees, and authorized volunteers from and against all claims, damages and expenses, including reasonable attorneys' fees and costs to defend arising out of the performance of the work described herein, and caused by any negligent act or omission of the Contractor, any subcontractor, anyone directly employed by any of them, or anyone whose acts any of them may be liable, except where caused by the negligence, or willful

misconduct of the Mission Springs Water District, its directors, officers, employees, and authorized volunteers.

**6.2 Minimum Insurance Requirements:** The Developer shall require Contractor (including any contractors or subcontractors hired to do any construction work) to procure and maintain for the duration of the proposed construction, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the proposed construction and the activities of the Contractor, guests, agents, representatives, employees or contractors and subcontractors. The Developer's contractor shall provide and maintain the following commercial general liability, automobile liability, and workers' compensation coverages as permitted by law:

**6.3 Coverage:** Coverage shall be at least as broad as the following:

- a) **General Liability** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If Commercial General Liability Insurance or other form with a general aggregate limit, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 25 03, or ISO CG 25 04, or insurer's equivalent endorsement provided to MSWD) or the general aggregate limit shall be twice the required occurrence limit.
- b) **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
- c) **Workers' Compensation Coverage** – By his/her signature hereunder, Developer certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it shall cause Contractor to comply with such provisions before commencing the performance of the work of this agreement. Contractors and sub-contractors will keep workers' compensation insurance for their employees in effect during all work covered by this Agreement. The Contractor shall provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation** (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor will be required to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the Mission Springs Water District, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the Named Insured for the Mission Springs Water District; this provision applies regardless of whether or not the Mission Springs Water District has received a waiver of subrogation from the insurer.
- d) **Builder's Risk** – (Course of Construction) if necessary- insurance utilizing an "All Risk" (Special Perils) coverage form with limits equal to the completed value of the project and no coinsurance penalty provision.

- e) Contractor's Pollution Liability – (optional: if project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

**6.4 Required Provisions** - The Commercial General Liability policies are to contain, or be endorsed to contain, the following provisions:

- a) **Additional Insured Status:** MSWD, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 12 05 09 or for projects including construction ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 including ongoing and completed operations), as respects: liability arising out of the work or activities performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations, and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to District, its directors, officers, employees, and authorized volunteers.
- b) **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, employees, and authorized volunteers; shall be excess of the Contractor's insurance and shall not contribute with it.

**6.5 Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Mission Springs Water District.

**6.6 Acceptability of Insurers:** Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII, or as otherwise approved by Mission Springs Water District.

The Contractor agrees and he/she will comply with such provisions before commencing project. All of the insurance shall be provided on policy forms and through companies satisfactory to Mission Springs Water District. Mission Springs Water District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration and Endorsement pages. Failure to continually satisfy the Insurance requirements is a breach of contract.

**6.7 Verification of Coverage:** Contractor shall furnish the District with certificates and amendatory endorsements affecting coverage required by the above provisions. All certificates and endorsements are to be received and approved by the District least five days before the Contractor commences activities.

**6.8 Contractors and Subcontractors:** Contractor shall require and verify that all Contractors and subcontractors maintain the liability insurance requirements stated herein, and Contractor shall ensure that Mission Springs Water District, its directors,

officers, employees, and authorized volunteers are additional insureds on the commercial general liability insurance policy of all Contractors who hire subcontractors to perform work on the scheduled project with a form at least as broad as CG 20 38 04 13.

**6.9 Continuation of Coverage:** Contractor shall maintain for the duration of the contract, and for 5 years thereafter, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. Contractor shall be required to waive all rights of subrogation under this Agreement. If any of the required coverages expire during the term of this Agreement, the Contractor shall be required to provide a renewal Certificate including the Additional Insured endorsement to the District at least ten (10) days prior to the expiration date.

**6.10 Other Considerations/Exceptions:** When the Mission Springs Water District determines that any construction work may involve potential environmental pollution liability, the Commercial General Liability policy shall include Contractor's Pollution Liability –with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

**7. Bonds.** Developer shall provide the District with bonds or evidence of bonds as follows:

- a) Performance bond with corporate surety or sureties satisfactory to the District said performance bond being for not less than one hundred percent (100%) of the total contract price.
- b) A labor and materials payment bond being for not less than one hundred percent (100%) of the total contract price.

**8. Notice of Completion.** The District's Inspector shall complete a "Notice of Final Inspection" when all work has been completed in accordance with District requirements and prior to the Acceptance of said domestic water system by the District. An executed Notice of Completion shall be filed by the District. The Developer shall comply with the following requirements:

- a) A Bill of Sale executed by the Developer vesting title of said water system and appurtenances to the District;
- b) A copy of documents which verify the actual cost of the domestic water system as installed.
- c) Payment to the District by the Developer of any and all applicable fees including, but not limited to Connection Charge, Fire flow or front footage fee, and meter installation fees.

**9. Warranty.** The Developer shall guarantee the entire work shall be constructed in a good and workman like manner and all materials furnished shall be new and of high quality and both of the forgoing will meet all the requirements specified herein. This warranty shall include both the quality of the workmanship and the materials used.

- a) The Developer shall agree to cause to be made any repairs or replacements made necessary by defective materials or workmanship in the pipe materials supplied which have become evident within one year after date of recording Notice of Completion, and to

restore to full compliance with the requirements of these specifications, including the test requirements, any part of the water system, which during said one-year period, is found to be deficient with respect to any provision of this specification.

- b) The Developer shall make all repairs and replacements promptly upon receipt of written orders from MSWD or if, in the event the repair work must be performed by MSWD, shall reimburse MSWD for actual labor, equipment and material expenses incurred to perform such corrective work. If the Developer fails to make the repair and replacements promptly, MSWD may do the work, and the Developer shall be liable to MSWD for the cost thereof as described above.

**10. Water Services.** The District will not furnish service to the water system until the completed system passes final inspection by the District, and Developer has fully complied with all provisions of this Agreement. Following fulfillment of the terms and conditions herein and acceptance by the District of said domestic water system, the District will provide service to said lands in accordance with the District's rules and regulations governing the provisions of such service. District requires that a permanent meter must be installed prior to landscaping.

**11. Successors and Assigns.** This agreement is binding on the assigns of the District and on the assigns, successors and representatives of the Developer. Assignment of this agreement by the Developer shall require the prior written consent of the District.

**12. Contractor's License.** The Contractor must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. The Developer and Contractor shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

**13. Corporation In Good Standing.** If Contractor and/or Developer is a corporation or other entity, the undersigned hereby represents and warrants that the corporation or other entity is duly incorporated and in good standing in the State of California, and that the undersigned is authorized to act for and bind the corporation.

**14. Provisions Required by Law.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

**15. Attorneys' Fees.** In the event that either party brings an action to enforce this Agreement, the prevailing party in such action shall be entitled to an award of the costs and expenses incurred in connection with such action including but not limited to attorneys fees, expert witness fees, and filing fees.

**16. Entire Agreement.** This Agreement and the Exhibits and Recitals to this Agreement, which are incorporated herein by this reference, constitute the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

EXHIBITS:

Project Overview Map – Exhibit A  
Approved Landscape Plan – Exhibit B

MISSION SPRINGS WATER DISTRICT

DEVELOPER

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

Name: Brian Macy

Title: General Manager / Chief Engineer

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

Company: Desert Grow, LLC

By: 

Name: David Palmer

Title: CEO

Date: 9/30/25



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS**

This endorsement modifies insurance provided under the following:  
BUSINESS AUTO COVERAGE FORM

### **PROVISIONS**

- 1. The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

- 2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A. BROAD FORM NAMED INSURED</b></li> <li><b>B. BLANKET ADDITIONAL INSURED</b></li> <li><b>C. EMPLOYEE HIRED AUTO</b></li> <li><b>D. EMPLOYEES AS INSURED</b></li> <li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li> <li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li> <li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> <li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li> </ul> |
|---|---|

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

## COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

##### Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

#### M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

##### 5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**UNITED SPECIALTY INSURANCE COMPANY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**VEN 064 00 (01/15)**

**THIRD PARTY CANCELLATION NOTICE ENDORSEMENT**

This endorsement modifies the Conditions provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

If we cancel this policy for any reason other than nonpayment of premium, we will mail notification to the persons or organizations shown in the schedule below (according to the number of days listed below) once the Named Insured has been notified.

If we cancel this coverage for nonpayment of premium, we will mail a copy of such written notice of cancellation to the name and address below at least 10 days prior to the effective date of such cancellation.

Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

**SCHEDULE**

| <b><u>Name and Address of Other Person/Organization</u></b> | <b><u>Number of Days Notice</u></b> |
|---|-------------------------------------|
| <b>Per schedule on file with the company</b>                | <b>30</b>                           |

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s)   | Location And Description Of Completed Operations            |
|--|---|
| All persons or organizations as required by written contract with the Named Insured.                   | As designated in a written contract with the Named Insured. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |   |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

All persons or organizations as requested by written contract with the Named Insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s)                             | Location(s) Of Covered Operations                        |
|---|--|
| All persons or organizations as required by written contract with the Named Insured | As designated in written contract with the Named Insured |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT – RESTRICTED FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

Designated Construction Projects:

All projects during the policy period.

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” Under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE C MEDICAL PAYMENTS**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”, and for medical expenses under **SECTION I – COVERAGE C MEDICAL PAYMENTS** regardless of the number of:
    - a. Insureds;
    - b. Claims made or “suits” brought; or
    - c. Persons or organizations making claims or bringing “suits”.
  3. Any payments made under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages or under **SECTION I - COVERAGE C MEDICAL PAYMENTS** shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damages to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
  5. The most we will pay for the sum of all Designated Construction Project General Aggregate Limits combined and to which this insurance applies is \$5,000,000.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” Under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and caused by accidents under **SECTION I – COVERAGE C MEDICAL PAYMENTS**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages or under **SECTION I – COVERAGE C MEDICAL PAYMENTS** shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability resulting from the “products-completed operations hazard” is provided, any payments for damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard” will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

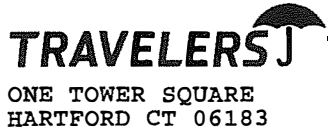
The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 ( A ) - 001

POLICY NUMBER: UB-3K220889-24-2S-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 4/1/2024 Insured

Policy No. UB-3K220889-24-2S-G

Endorsement No. 1 Premium

Insurance Company Traveler's Property Casualty Company of America

Countersigned by \_\_\_\_\_

POLICY NUMBER: BTN2432182  
Renewal of: BTN2320875

COMMERCIAL EXCESS LIABILITY  
CX DS 01 09 08

## COMMERCIAL EXCESS LIABILITY DECLARATIONS

|  |
|--|
| Company Name: United Specialty Insurance Company   |
| Producer Name: R-T Specialty - Bb CA   |
| Named Insured(s): The Van Dyke Corporation DBA Anytime Septic                                  |
| Mailing Address: 6797 Adobe Road 29 Palms, CA 92277  |
| POLICY PERIOD  |
| From: 11/12/2024 TO 11/12/2025 At 12:01 AM (Standard Time At Your Mailing Address Shown Above) |

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY,  
WE AGREE TO PROVIDE YOU WITH THE INSURANCE STATED IN THIS POLICY.

| EXCESS POLICY – LIMITS OF INSURANCE |             |
|-------------------------------------|-------------|
| Each Occurrence                     | \$5,000,000 |
| Aggregate                           | \$5,000,000 |

### TO REPORT CLAIMS, PLEASE SEE SERVICE OF SUIT ENDORSEMENT

| EXCESS POLICY - PREMIUM                      |                  |
|--|------------------|
| Premium (Including Premium Subject To Audit) | \$121,920        |
| Premium Shown IS Payable:<br>Policy Fee      | \$1,000          |
| Terrorism Coverage (TRIA)                    | \$0              |
| <b>TOTAL</b>                                 | <b>\$122,920</b> |

### 25% MINIMUM EARNED PREMIUM AT INCEPTION

|                                 |                                   |  |                                    |  |
|---------------------------------|-----------------------------------|--|------------------------------------|--|
| Audit Period<br>(If Applicable) | <input type="checkbox"/> Annually | <input type="checkbox"/> Semi-Annually | <input type="checkbox"/> Quarterly | <input checked="" type="checkbox"/> Flat |
|---------------------------------|-----------------------------------|--|------------------------------------|--|

Policy Fee - Carrier \$1,000.00  
Brokerage Fee \$3,675.00  
Surplus Lines Tax \$3,687.60  
Stamping Office Fee \$221.26

## SCHEDULE OF UNDERLYING POLICIES

### GENERAL LIABILITY

|                |                                    |             |   |
|----------------|------------------------------------|-------------|---|
| Defense Cost:  | Outside                            | \$1,000,000 | Each Occurrence                             |
| Carrier:       | United Specialty Insurance Company | \$2,000,000 | General Aggregate                           |
| Policy Period: | 11/12/2024 TO 11/12/2025           | \$2,000,000 | Products - Completed Operations Aggregate   |
| Policy Number: | ATN2439850                         | \$1,000,000 | Personal & Advertising Injury By Occurrence |

### EMPLOYEE BENEFITS LIABILITY

|                |                                    |             |                     |
|----------------|------------------------------------|-------------|---------------------|
| Carrier:       | United Specialty Insurance Company | \$1,000,000 | Each Employee Limit |
| Policy Period: | 11/12/2024 TO 11/12/2025           | \$1,000,000 | Aggregate           |
| Policy Number: | ATN2439850                         |             |                     |

### AUTO LIABILITY

|                |  |             |                       |
|----------------|--|-------------|-----------------------|
| Carrier:       | Travelers Property Casualty Company of America | \$1,000,000 | Combined Single Limit |
| Policy Period: | 04/01/2024 TO 04/01/2025                       |             |                       |
| Policy Number: | 810-2L922037-24-2S-G                           |             |                       |

### EMPLOYERS LIABILITY

|                |  |             |   |
|----------------|--|-------------|---|
| Carrier:       | Travelers Property Casualty Company of America | \$1,000,000 | Bodily Injury By Accident Each Accident |
| Policy Period: | 04/01/2024 TO 04/01/2025                       | \$1,000,000 | Bodily Injury By Disease Policy Limit   |
| Policy Number: | UB-3K220889-24-2S-G                            | \$1,000,000 | Bodily Injury By Disease Each Employee  |



VENTURE  
UNDERWRITERS LLC

**ENDORSEMENTS ATTACHED TO THE EXCESS POLICY**

Commercial Excess Liability Declarations  
Schedule of Underlying  
Schedule of Endorsements  
Exclusion of Certified Acts of Terrorism  
Commercial Excess Liability Coverage Form  
Nuclear Energy Liability Exclusion  
Service of Suit Endorsement  
Trade or Economic Sanctions  
OFAC Notice to Policyholders  
Communicable Disease Exclusion  
Fungi or Bacteria Exclusion  
Exclusion for Radioactive Contamination  
Absolute Asbestos and Lead Exclusion  
Exclusion - Work Performed for Electrical Utilities in CA  
Cyber Loss Exclusion  
Anti-Stacking Endorsement

COUNTERSIGNED: 12/10/2024 By \_\_\_\_\_

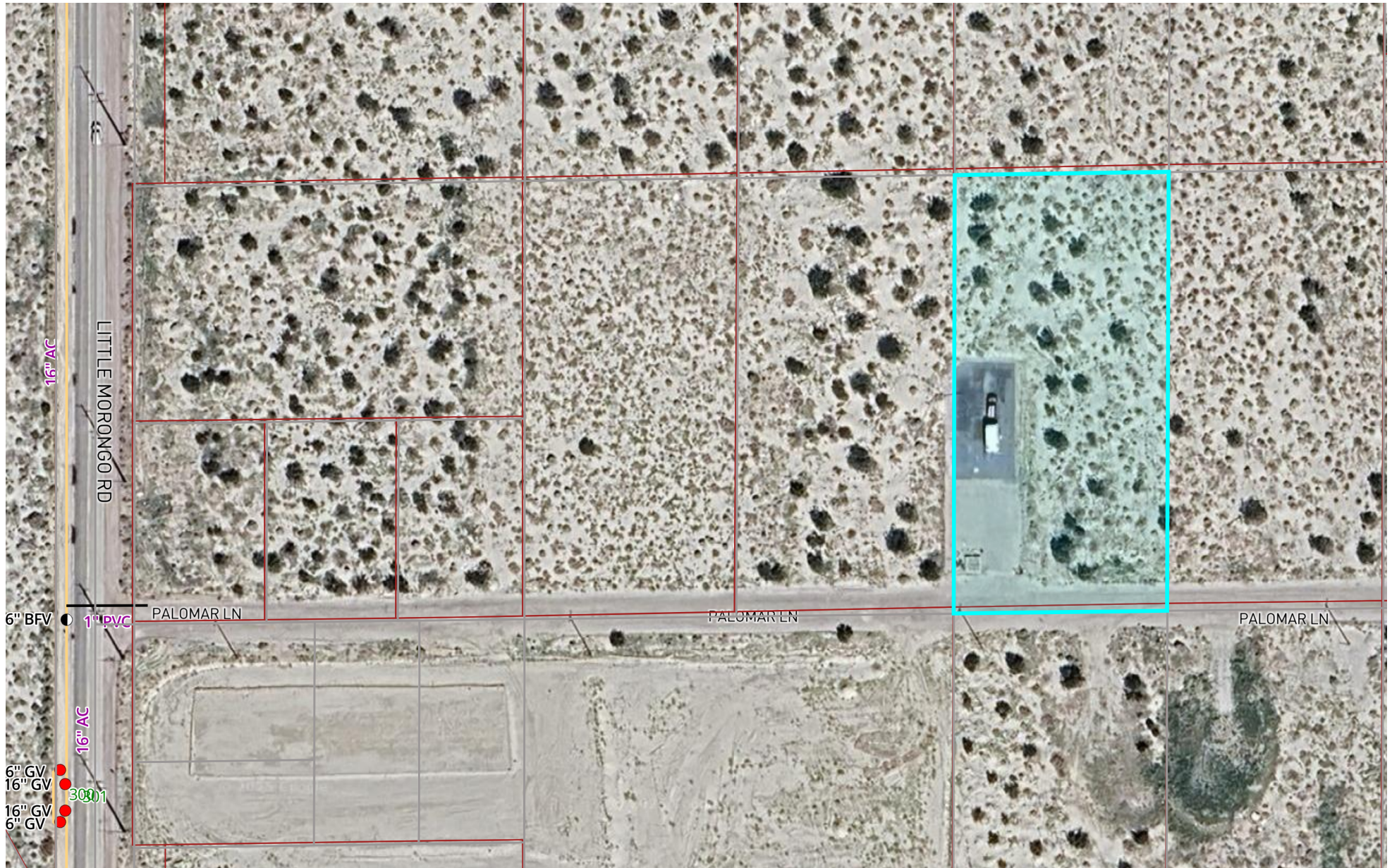
DATE

A handwritten signature in black ink, appearing to be 'RBT', written over a horizontal line.

AUTHORIZED REPRESENTATIVE



Exhibit A



1" = 111 ft

Desert Grow

10/30/2025



This map may represent a visual display of related geographic information. Data provided here is not a guarantee of actual field conditions. To ensure complete accuracy, please contact the responsible staff for the most up-to-date information.

# LANDSCAPE PLANS FOR:

# *Desert Grow LLC*

**STARK VENTURES / PULSE INVESTMENT**  
**A.P.N. 665-040-017**  
**PALOMAR LANE**  
**DESERT HOT SPRINGS, CALIFORNIA**  
**A NEW INDUSTRIAL PROJECT**  
**1.18 Acre / 9950 sq.ft. of landscape**  
**WATER TYPE: POTABLE**

## SHEET INDEX

- L-CS COVER SHEET
- L-1 PLANTING PLAN
- L-2 SITE PLAN
- L-3 IRRIGATION PLAN
- LD-1 IRRIGATION DETAILS
- LD-2 PLANTING DETAILS
- LD-3 SOIL MANAGEMENT REPORT

**NOTE:**

1. SOIL SHALL BE AMENDED PER SOIL MANAGEMENT PLAN PRIOR TO PLANTING.
2. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER! OWNER'S REPRESENTATIVE AFTER THE SOIL HAS BEEN AMENDED AND PRIOR TO PLANTING SO OWNER'S REPRESENTATIVE CAN PERFORM AN INSPECTION.
3. SOILS MANAGEMENT PLAN SHALL BE SUBMITTED TO MSWD PRIOR TO THE COMMENCEMENT OF WORK. SOIL MANAGEMENT PLAN SHALL BE SUBMITTED AFTER GRADING IS COMPLETED AND BEFORE LANDSCAPE INSTALLATION BEGINS. LANDSCAPE INSPECTION WILL NOT BE CONDUCTED UNTIL THE SOIL MANAGEMENT PLAN IS COMPLETED AND SOIL AMENDED PER S.M.P. BEFORE LANDSCAPE INSTALLATION.  
 SEE SHEET LD-3 FOR SOIL MANAGEMENT REPORT

### WATER EFFICIENT LANDSCAPE CHECKLIST

Project Site: APN 665-040-017 Case Number: \_\_\_\_\_  
 Palomar Lane  
 Project Location: Desert Hot Spring, California  
 Landscape Architect/Irrigation Designer/Contractor: Desert Modern Landscape Design  
 Included in this project submittal package are: (Check to indicate completion)

PARCEL 1

- X 1. Maximum Annual Applied Water Allowance: 308.04 100 cubic feet / year
- X 2. Estimated Annual Applied Water Use by Hydrozone:
  - Low Plant Hydrozones: 49.18 100 cubic feet/year
  - Medium Plant Hydrozones: 150.32 100 cubic feet/year
- X 3. EATAWU-MAAWA
- X 4. Landscape Design Plan
- X 5. Irrigation Design Plan
- X 6. Grading Design Plan - See Civil Engineer
- X 7. Soil Chemical Analysis

Estimated Annual Total Applied Water Use: 199.50 100 cubic feet/year

### SITE

PALOMAR LANE, CITY OF DESERT HOT SPRINGS, CALIFORNIA  
 APN 665-040-017  
 A PORTION OF PARCEL 34 RS 25/84 SECTION 1,  
 TOWNSHIP 3 SOUTH  
 SAN BERNARDINO BASE & MERIDIAN  
 (CITY OF DESERT HOT SPRINGS, COUNTY OF RIVERSIDE)

### OWNER

MR. DAVID PALMER  
 CANNA VALLEY CULTIVATION FACILITY  
 P.O. BOX 966  
 WEATHERFORD, TEXAS 76086  
 817-426-4469 Napaving@msn.com

### DESIGNER

J. VILLA & COMPANY INC.  
 29433 COLE GRADE ROAD  
 VALLEY CENTER, CA 92082  
 PH: (760)-688-7430  
 E-MAIL: jefferyvilla@gmail.com  
 JVillaCompany.com

### M.E.P. ENGINEERING & DESIGN

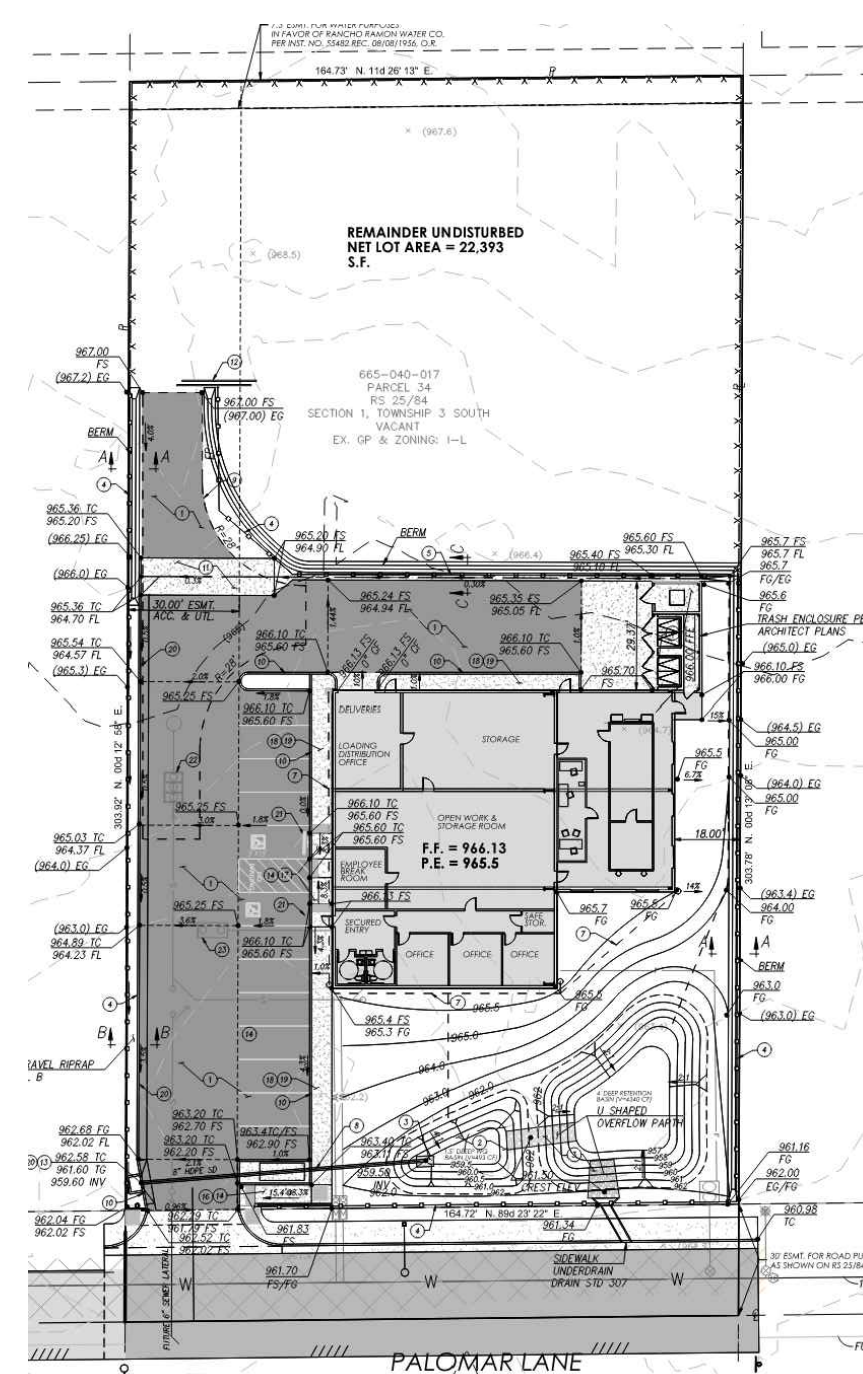
M.R.C ENGINEERING, INC.  
 PALM DESERT, CALIFORNIA  
 760-340-9005

### STRUCTURAL ENGINEER

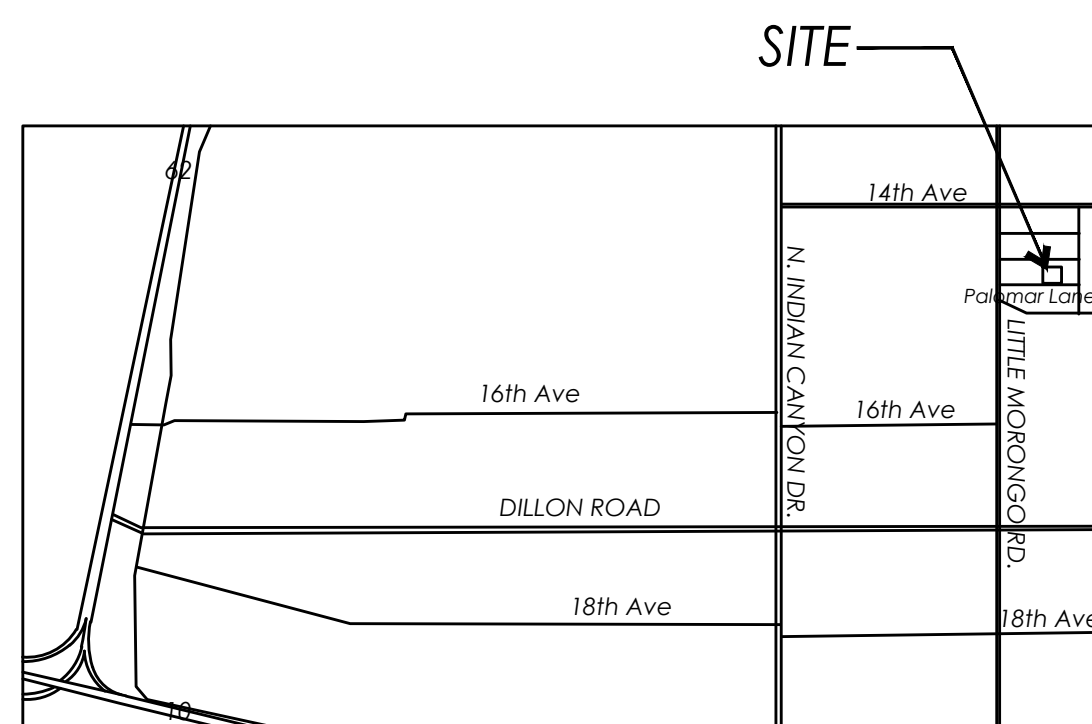
Res Struct  
 Tony Hranek, P.E.  
 Tony@resstruct.com  
 C64428

Description of Project: (Briefly describe the planning and design actions that are intended to achieve conservation and efficiency in water use:  
 The Commercial Project is designed to utilize low and moderate water use plants along with Drip Irrigation to conserve and efficiently use water.  
 Also, with the use of Deep Watering Irrigation practices for Trees and shrubs will further promote low water conserving methods, thus providing a better sustainable environment and pleasing landscape setting for this project.

Date: October 2025 Prepared By: Elena Adina Peterson  
 Revised:



**SITE MAP**  
 N.T.S.



**VICINITY MAP**  
 N.T.S.



LANDSCAPE ARCHITECTURAL SERVICES BY:  
**DESERT MODERN**  
 LANDSCAPE DESIGN

LANDSCAPE PLANS FOR:  
**DESERT GROW LLC**  
 65128 Palomar Lane  
 Commercial Building  
 DESERT HOT SPRINGS, CALIFORNIA

A.P.N.665-040-017

OWNERS/  
 DEVELOPER/  
 APPLICANT:  
 Mr. David Palmer  
 Canna Valley Cultivation Facility  
 P.O. Box 966  
 Weatherford, Texas 76086  
 TELEPHONE:(817)426-4469  
 E-mail: Napaving@msn.com

**DESERT MODERN**  
**LANDSCAPE DESIGN**  
 11015 SAN Geronimo  
 RANCHO MENAGE, CALIFORNIA 92270  
 TELEPHONE: (951) 681-1111  
 www.desertmodernlandscape.com

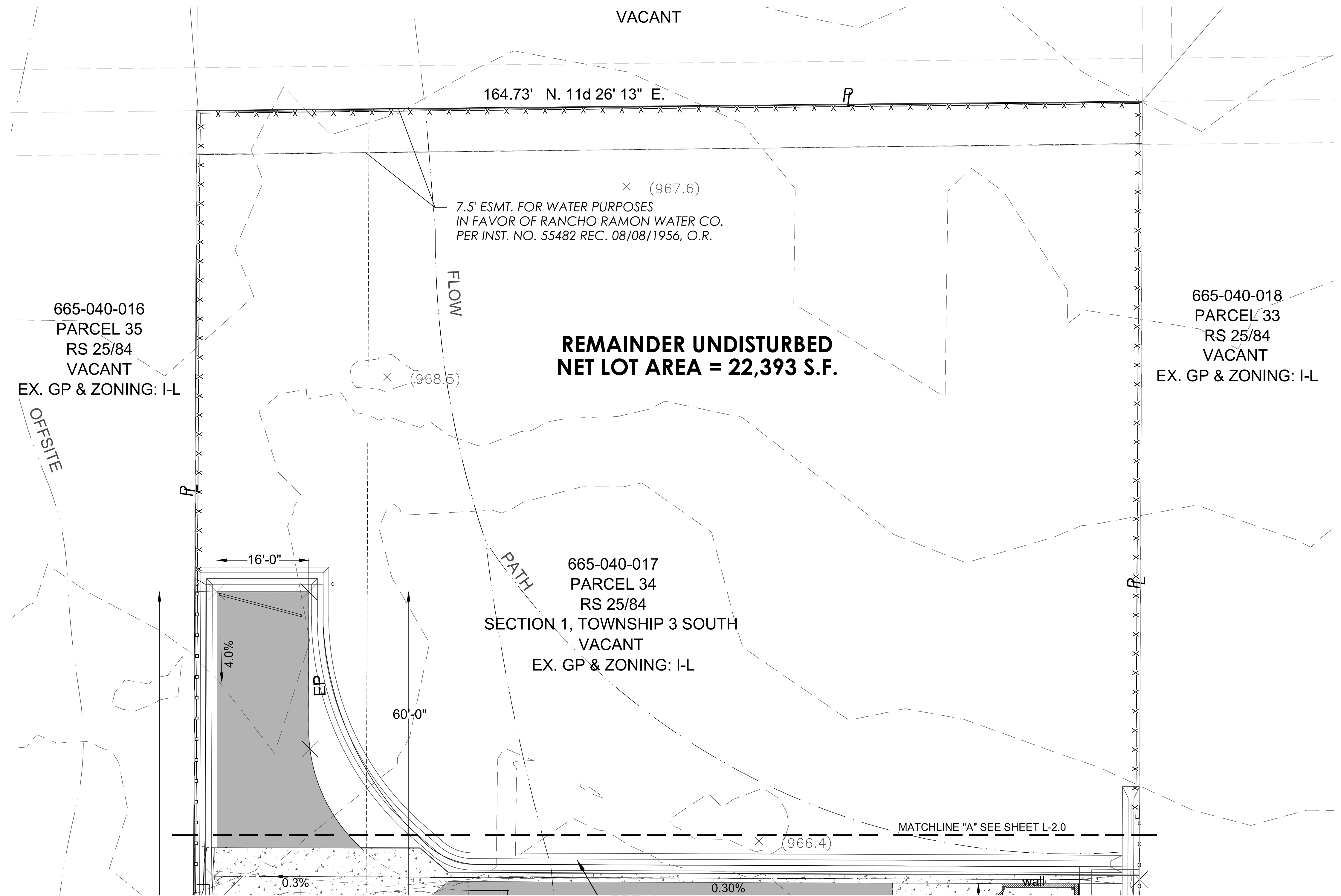
Designer:  
 Elena Adina Peterson  
 Signature  
 Elena Adina Peterson  
 Date: 11-10-2025

|            |
|------------|
| REVISION   |
| 10-06-2025 |
| 11-12-2025 |
| 11-18-2025 |

SCALE:

|  |   |
|--|---|
|  | These plans have been reviewed by the Mission Springs Water District (MSWD) or their designated agent in accordance with the District's Water Efficient Landscaping Guidelines. Approval of this drawing by MSWD staff does not constitute approval of the project by the local governing agency (City or County) for permitting purposes, nor does it signify acceptance of the completed landscape installation which is subject to inspection by MSWD upon notification of substantial completion of the landscaping and irrigation systems. |
|  | APPROVED BY:<br>Brian Macy, P.E., General Manager/ Chief Engineer   |
| 66575 Second Street<br>Desert Hot Springs,<br>CA 92240<br>760.329.5169 | DATE: 12-10-2025  |





LANDSCAPE ARCHITECTURAL SERVICES BY:  
**DESERT MODERN**  
LANDSCAPE DESIGN

LANDSCAPE PLANS FOR:  
**DESERT GROW LLC**  
65128 Palomar Lane  
Commercial Building  
DESERT HOT SPRINGS, CALIFORNIA

A.P.N.665-040-017

OWNERS/  
DEVELOPER/  
APPLICANT:  
Mr. David Palmer  
Canna Valley Cultivation Fac  
P.O. Box 966  
Weatherford, Texas 76086  
TELEPHONE:(817)426-4469  
E-mail: Napaving@msn.com

**DESERT MODERN**  
LANDSCAPE DESIGN  
7125 SAN Geronimo ROAD  
BRANDS WAREHOUSE CALIFORNIA 92230  
TELEPHONE (760)884-8379, E-mail: ddesertmodern@yahoo.com  
www.desertmodernlandscapedesign.com

Designer:  
Elena Adina Peterson  
Signature  
*Elena Adina Peterson*  
Date: 11-10-2025

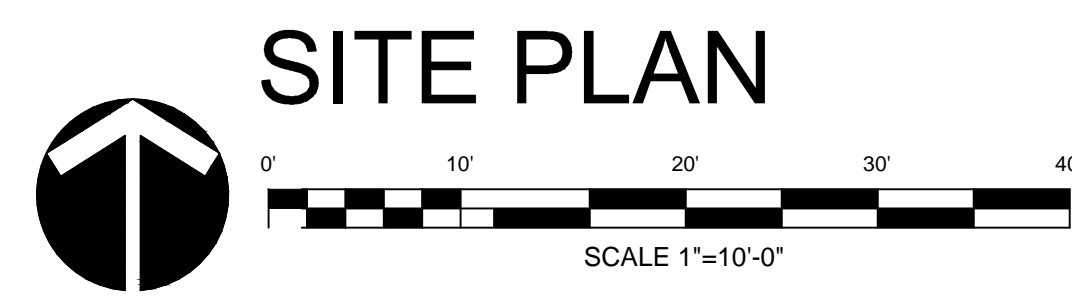
| REVISION | DATE |
|----------|------|
| 10-06-25 |      |
| 11-12-25 |      |
| 11-18-25 |      |

SCALE: 1" = 10'-0"

SHEET

**L-2.0**  
3 OF 7

Construction contractor agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for 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 construction contractor further 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.



|   |   |
|---|---|
| <br><b>MSWD</b><br>Mission Springs Water District<br>66575 Second Street<br>Desert Hot Springs,<br>CA 92240<br>760.329.5169 | These plans have been reviewed by the Mission Springs Water District (MSWD) or their designated agent in accordance with the District's Water Efficient Landscaping Guidelines. Approval of this drawing by MSWD staff does not constitute approval of the project by the local governing agency (City or County) for permitting purposes, nor does it signify acceptance of the completed landscape installation which is subject to inspection by MSWD upon notification of substantial completion of the landscaping and irrigation systems. |
|   | APPROVED BY: <i>Brian Macy</i><br>Brian Macy, P.E., General Manager/ Chief Engineer<br>DATE: 2025-12-10   |

IRRIGATION SCHEDULE FOR THE ESTABLISHMENT LANDSCAPE

| Station | Run Days per week | Cycles (Start times) | Minutes per Cycle |     |     |     |     |      |      |     |      |     |     |     |
|---------|-------------------|----------------------|-------------------|-----|-----|-----|-----|------|------|-----|------|-----|-----|-----|
|         |                   |                      | Jan               | Feb | Mar | Apr | May | June | July | Aug | Sept | Oct | Nov | Dec |
| 1       | 1                 | 1                    | 48                | 48  | 113 | 161 | 192 | 225  | 225  | 177 | 161  | 113 | 84  | 48  |
| 2       | 1                 | 1                    | 30                | 30  | 70  | 101 | 121 | 141  | 141  | 111 | 101  | 70  | 40  | 30  |
| 3       | 1                 | 1                    | 24                | 48  | 80  | 97  | 113 | 113  | 89   | 80  | 56   | 32  | 24  |     |
| 4       | 1                 | 1                    | 30                | 30  | 70  | 101 | 121 | 141  | 141  | 111 | 101  | 70  | 40  | 30  |

IRRIGATION SCHEDULE FOR THE ESTABLISHED LANDSCAPE

| Station | Run Days per week | Cycles (Start times) | Minutes per Cycle |     |     |     |     |      |      |     |      |     |     |     |
|---------|-------------------|----------------------|-------------------|-----|-----|-----|-----|------|------|-----|------|-----|-----|-----|
|         |                   |                      | Jan               | Feb | Mar | Apr | May | June | July | Aug | Sept | Oct | Nov | Dec |
| 1       | 1                 | 1                    | 48                | 48  | 113 | 161 | 192 | 225  | 225  | 177 | 161  | 113 | 84  | 48  |
| 2       | 1                 | 1                    | 121               | 201 | 282 | 402 | 483 | 564  | 564  | 443 | 402  | 282 | 161 | 121 |
| 3       | 1                 | 1                    | 48                | 80  | 113 | 181 | 192 | 225  | 225  | 177 | 161  | 113 | 84  | 48  |
| 4       | 1                 | 1                    | 121               | 201 | 282 | 402 | 483 | 564  | 564  | 443 | 402  | 282 | 161 | 121 |

This irrigation schedule uses the following formula:  
 Monthly Eto / efficiency / ppt \* 80 / run days per month / cycles per day \* plant factor = single cycle run time in minutes  
 Notes:  
 Run days are the number of days per week the irrigation station operates.  
 For example, if the station operates every Monday, Wednesday and Friday that would be 3 run days.  
 Cycles are the number of times the station operates per run day.  
 Cycles and "start times" are the same thing. Many irrigation controller brands use the term "start time" in place of "cycle".

WATER USE CALCULATIONS

Zone 5 - 9950 square feet - Proposed Landscape Area  
 Low Plants EAAW= 83.00 x 0.2 x 3217 s.f. x 0.62 / 748 / 0.90 = 49.18 CCF  
 Moderate Plants EAAW= 83.00 x 0.5 x 3933 s.f. x 0.62 / 748 / 0.90 = 150.32 CCF  
 GRAVEL EAAW= 83.00 x 0 x 2800 s.f. x 0.62 / 748 / 0.90 = 0 CCF  
 TOTAL = 199.50 CCF  
 Maximum Water Allowance = 83.00 x 0.45 x 9950 s.f. x 0.62 / 748 = 308.04 CCF

MSWD WATER & SEWER EASEMENTS : NONE  
 STREET LIGHTS : NONE  
 MATCHLINE "A" SEE SHEET L-2.0

PIPE SIZING CHART

| PIPE SIZE | MAX. ALLOWABLE FLOW |
|-----------|---------------------|
| 1/2"      | 5 GPM               |
| 3/4"      | 10 GPM              |
| 1"        | 16 GPM              |
| 1-1/4"    | 26 GPM              |
| 1-1/2"    | 40 GPM              |
| 2"        | 60 GPM              |

NOTE: SEE SHEET LD-3 FOR SOIL MANAGEMENT REPORT.

EMITTER / BUBBLER LEGEND

| PALMS  | SCIENTIFIC NAME   | COMMON NAME   | BUBBLER / EMITTER | WATER NEEDS  | PLANT FACTOR |
|--------|---|---|-------------------|--------------|--------------|
| 7      | WASHINGTONIA FILIFERA HYBRID                            | HYBRID FAN PALM                                     | (2) 1402          | MODERATE     | 0.5          |
| 2      | QUERCUS VIRGINIANA or PROSOPIS HYBRID AZT               | LIVE OAK or MESQUITE TREE                           | (2) 1402          | MODERATE LOW | 0.5          |
| 5      | CERCIDIUM FLORIDUM                                      | BLUE PALO VERDE                                     | (2) 1402          | LOW          | 0.2          |
| SHRUBS | LEUCOPHYLUM F. 'SILVER CLOUD' or CAESALPINIA PUCHERRIMA | GRAY CLOUD TEXAS RANGER or MEXICAN BIRD OF PARADISE | XB-10 PC-1032     | LOW          | 0.2          |
| 3      | DALEA GREGGII   | TRAILING INDIGO BUSH                                | XB-20 PC-1032     | MODERATE     | 0.5          |
| 4      | DASYLIRION WHEELERI                                     | DESERT SPOON  | XB-10 PC-1032     | LOW          | 0.2          |
| 9      | ENCELIA FARINOSA  | BRITTLEBUSH   | XB-10 PC-1032     | LOW          | 0.2          |
| 10     | HESPERALOE PARVIFOLIA                                   | RED YUCCA   | XB-10 PC-1032     | LOW          | 0.2          |
| 15     | DALEA CAPITATA  | DALEA CAPITATA                                      | XB-10 PC-1032     | LOW          | 0.5          |
| 2      | ROSMARINUS O. PROSTRATUS                                | ROSMARY   | XB-20 PC-1032     | MODERATE     | 0.5          |
| 12     | PYRACANTHA COCCINEA                                     | SCARLET FIRETHORN                                   | XB-20 PC-1032     | MODERATE     | 0.5          |
| 13     | TECOMA STANS  | YELLOW BELLS  | XB-20 PC-1032     | MODERATE     | 0.5          |

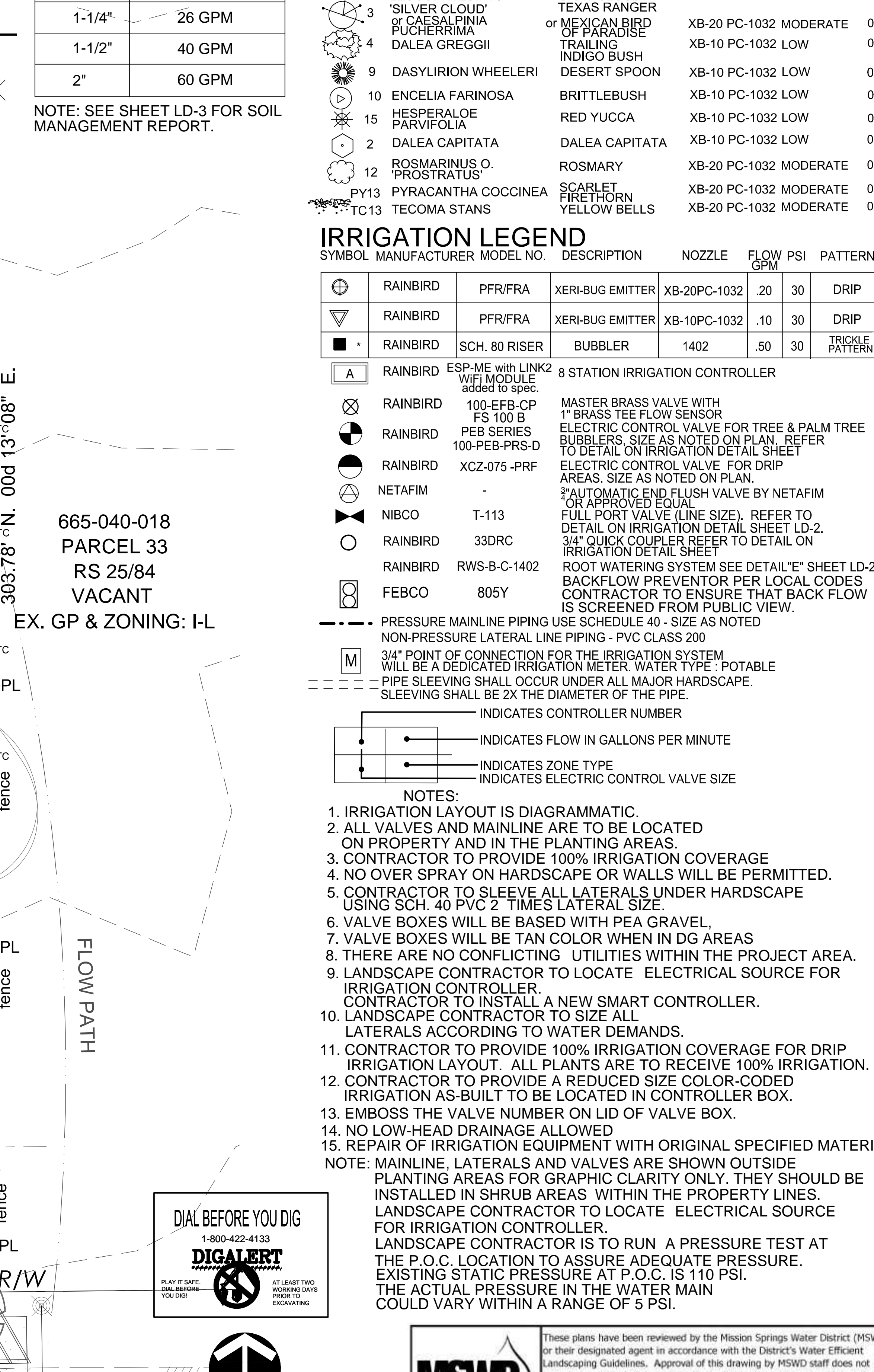
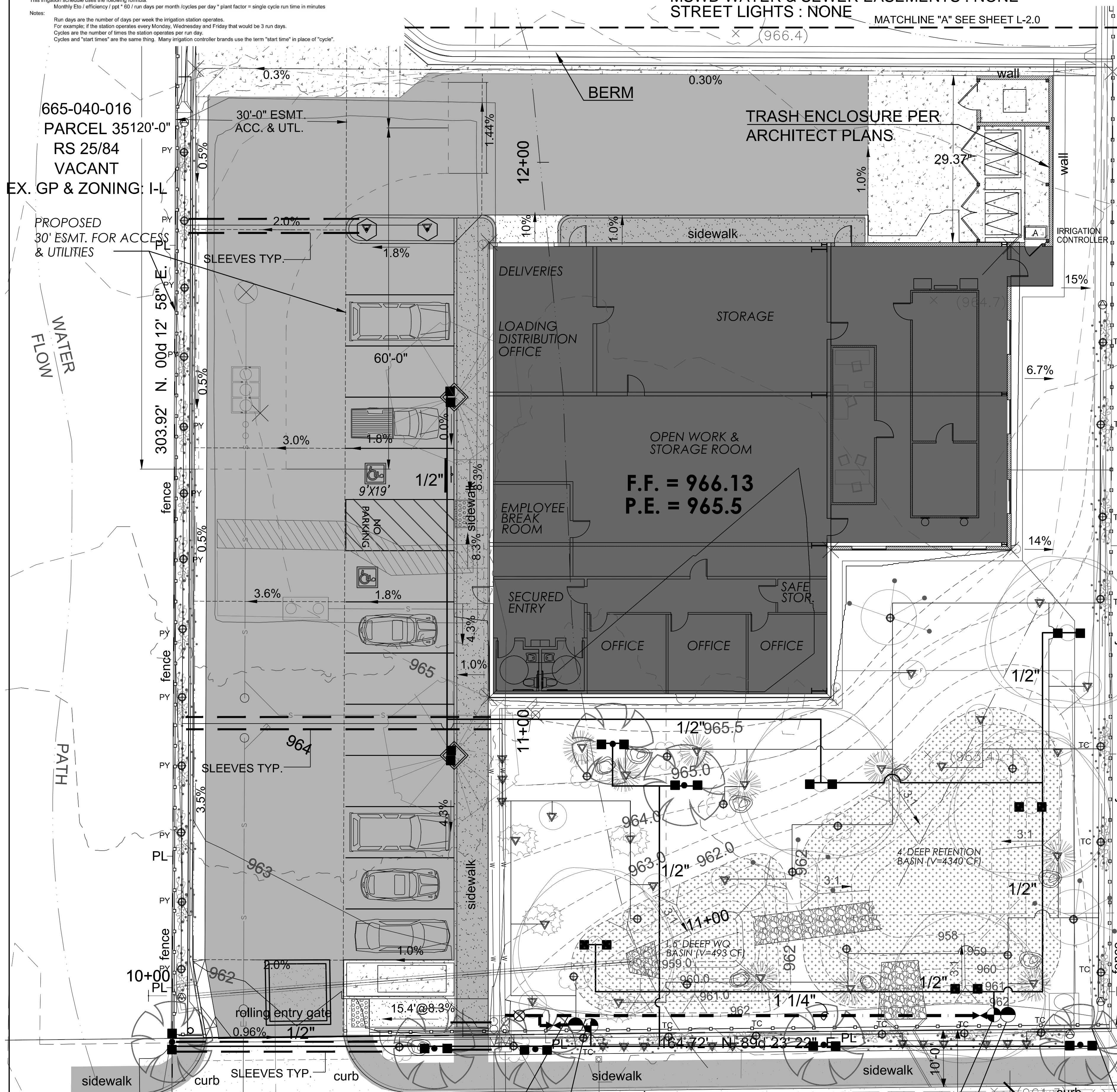
IRRIGATION LEGEND

| SYMBOL | MANUFACTURER | MODEL NO.     | DESCRIPTION      | NOZZLE       | FLOW GPM | PSI | PATTERN         |
|--------|--------------|---------------|------------------|--------------|----------|-----|-----------------|
| ⊕      | RAINBIRD     | PFR/FRA       | XERI-BUG EMITTER | XB-20PC-1032 | .20      | 30  | DRIP            |
| ▽      | RAINBIRD     | PFR/FRA       | XERI-BUG EMITTER | XB-10PC-1032 | .10      | 30  | DRIP            |
| ■      | RAINBIRD     | SCH. 80 RISER | BUBBLER          | 1402         | .50      | 30  | TRICKLE PATTERN |

- Ⓜ RAINBIRD ESP-ME with LINK2 WIFI MODULE added to spec. 8 STATION IRRIGATION CONTROLLER
- ⊗ RAINBIRD 100-FFB-CP FS 100 B MASTER BRASS VALVE WITH 1" BRASS TEE FLOW SENSOR
- ⊕ RAINBIRD PEB SERIES 100-PEB-PRS-D ELECTRIC CONTROL VALVE FOR TREE & PALM TREE BUBBLERS. SIZE AS NOTED ON PLAN. REFER TO DETAIL ON IRRIGATION DETAIL SHEET
- ⊖ RAINBIRD XCZ-075 -PRF ELECTRIC CONTROL VALVE FOR DRIP AREAS. SIZE AS NOTED ON PLAN.
- ⊕ NETAFIM 3" AUTOMATIC END FLUSH VALVE BY NETAFIM OR APPROVED EQUAL
- ⊕ NIBCO T-113 FULL PORT VALVE (LINE SIZE). REFER TO DETAIL ON IRRIGATION DETAIL SHEET LD-2.
- RAINBIRD 33DRC 3/4" QUICK COUPLER REFER TO DETAIL ON IRRIGATION DETAIL SHEET
- ⊕ RAINBIRD RWS-B-C-1402 ROOT WATERING SYSTEM SEE DETAIL "E" SHEET LD-2
- ⊕ FEBCO 805Y BACKFLOW PREVENTOR PER LOCAL CODES CONTRACTOR TO ENSURE THAT BACK FLOW IS SCREENED FROM PUBLIC VIEW.

- PRESSURE MAINLINE PIPING USE SCHEDULE 40 - SIZE AS NOTED
- NON-PRESSURE LATERAL LINE PIPING - PVC CLASS 200
- Ⓜ 3/4" POINT OF CONNECTION FOR THE IRRIGATION SYSTEM WILL BE A DEDICATED IRRIGATION METER. WATER TYPE : POTABLE
- PIPE SLEEVING SHALL OCCUR UNDER ALL MAJOR HARDSCAPE. SLEEVING SHALL BE 2X THE DIAMETER OF THE PIPE.
- Ⓜ INDICATES CONTROLLER NUMBER
- INDICATES FLOW IN GALLONS PER MINUTE
- INDICATES ZONE TYPE
- INDICATES ELECTRIC CONTROL VALVE SIZE

- NOTES:
- IRRIGATION LAYOUT IS DIAGRAMMATIC.
  - ALL VALVES AND MAINLINE ARE TO BE LOCATED ON PROPERTY AND IN THE PLANTING AREAS.
  - CONTRACTOR TO PROVIDE 100% IRRIGATION COVERAGE
  - NO OVER SPRAY ON HARDSCAPE OR WALLS WILL BE PERMITTED.
  - CONTRACTOR TO SLEEVE ALL LATERALS UNDER HARDSCAPE USING SCH. 40 PVC 2" TIMES LATERAL SIZE.
  - VALVE BOXES WILL BE BASED WITH PEA GRAVEL.
  - VALVE BOXES WILL BE TAN COLOR WHEN IN DG AREAS
  - THERE ARE NO CONFLICTING UTILITIES WITHIN THE PROJECT AREA.
  - LANDSCAPE CONTRACTOR TO LOCATE ELECTRICAL SOURCE FOR IRRIGATION CONTROLLER.
  - CONTRACTOR TO INSTALL A NEW SMART CONTROLLER.
  - LANDSCAPE CONTRACTOR TO SIZE ALL LATERALS ACCORDING TO WATER DEMANDS.
  - CONTRACTOR TO PROVIDE 100% IRRIGATION COVERAGE FOR DRIP IRRIGATION LAYOUT. ALL PLANTS ARE TO RECEIVE 100% IRRIGATION.
  - CONTRACTOR TO PROVIDE A REDUCED SIZE COLOR-CODED IRRIGATION AS-BUILT TO BE LOCATED IN CONTROLLER BOX.
  - EMBOSSE THE VALVE NUMBER ON LID OF VALVE BOX.
  - NO LOW-HEAD DRAINAGE ALLOWED
  - REPAIR OF IRRIGATION EQUIPMENT WITH ORIGINAL SPECIFIED MATERIALS.
- NOTE: MAINLINE, LATERALS AND VALVES ARE SHOWN OUTSIDE PLANTING AREAS FOR GRAPHIC CLARITY ONLY. THEY SHOULD BE INSTALLED IN SHRUB AREAS WITHIN THE PROPERTY LINES. LANDSCAPE CONTRACTOR TO LOCATE ELECTRICAL SOURCE FOR IRRIGATION CONTROLLER. LANDSCAPE CONTRACTOR IS TO RUN A PRESSURE TEST AT THE P.O.C. LOCATION TO ASSURE ADEQUATE PRESSURE. EXISTING STATIC PRESSURE AT P.O.C. IS 110 PSI. THE ACTUAL PRESSURE IN THE WATER MAIN COULD VARY WITHIN A RANGE OF 5 PSI.



|      |      |      |      |
|------|------|------|------|
| 1A   | 2    | 3A   | 7    |
| 1"   | DRIP | 3/4" | TREE |
| 2A   | 7    | 3A   | 1    |
| 3/4" | PALM | 3/4" | DRIP |

12" DIA. WATER PIPE PALOMAR LANE  
 30' ESMT. FOR ROAD PURPOSES AS SHOWN ON RS 25/84  
 20'-0" FRONT YARD SETBACK  
 FUTURE 6" SEWER LATERAL  
 CENTERLINE

**IRRIGATION PLAN**

SCALE 1"=10'-0"

MSWD Mission Springs Water District

66575 Second Street, Desert Hot Springs, CA 92240  
 760.329.5169

APPROVED BY: *Brian Macy*  
 Brian Macy, P.E., General Manager/ Chief Engineer

DATE: 2025-12-10

LANDSCAPE ARCHITECTURAL SERVICES BY:  
**DESERT MODERN**  
 LANDSCAPE DESIGN

LANDSCAPE PLANS FOR:  
**DESERT GROW LLC**  
 65128 Palomar Lane  
 Commercial Building  
 DESERT HOT SPRINGS, CALIFORNIA

A.P.N. 665-040-017

OWNERS/ DEVELOPER/ APPLICANT:  
 Mr. David Palmer  
 Canna Valley Cultivation Facility  
 P.O. Box 366  
 Weatherford, Texas 76086  
 TELEPHONE: (817)426-4469  
 E-mail: Napaving@msn.com

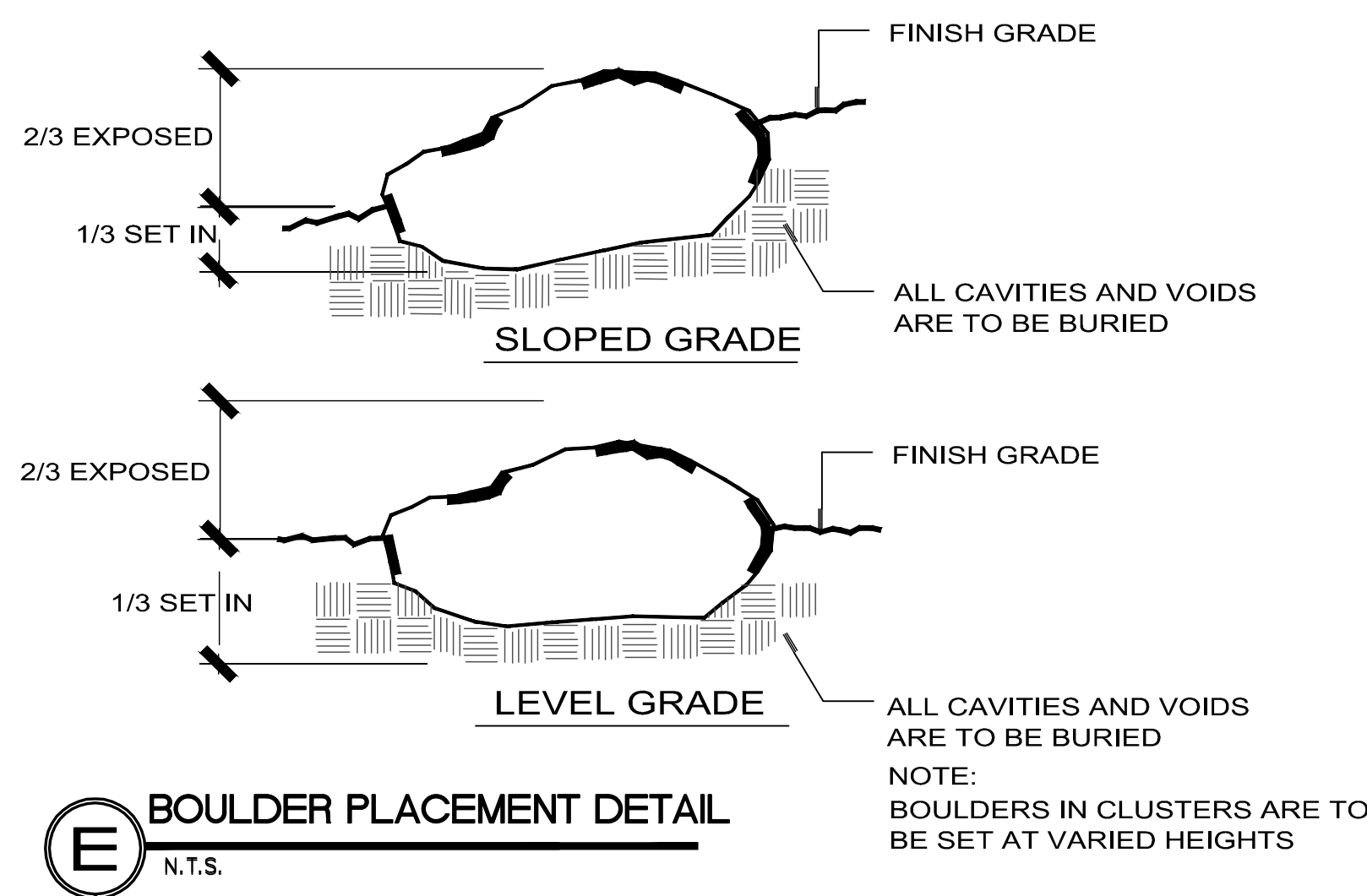
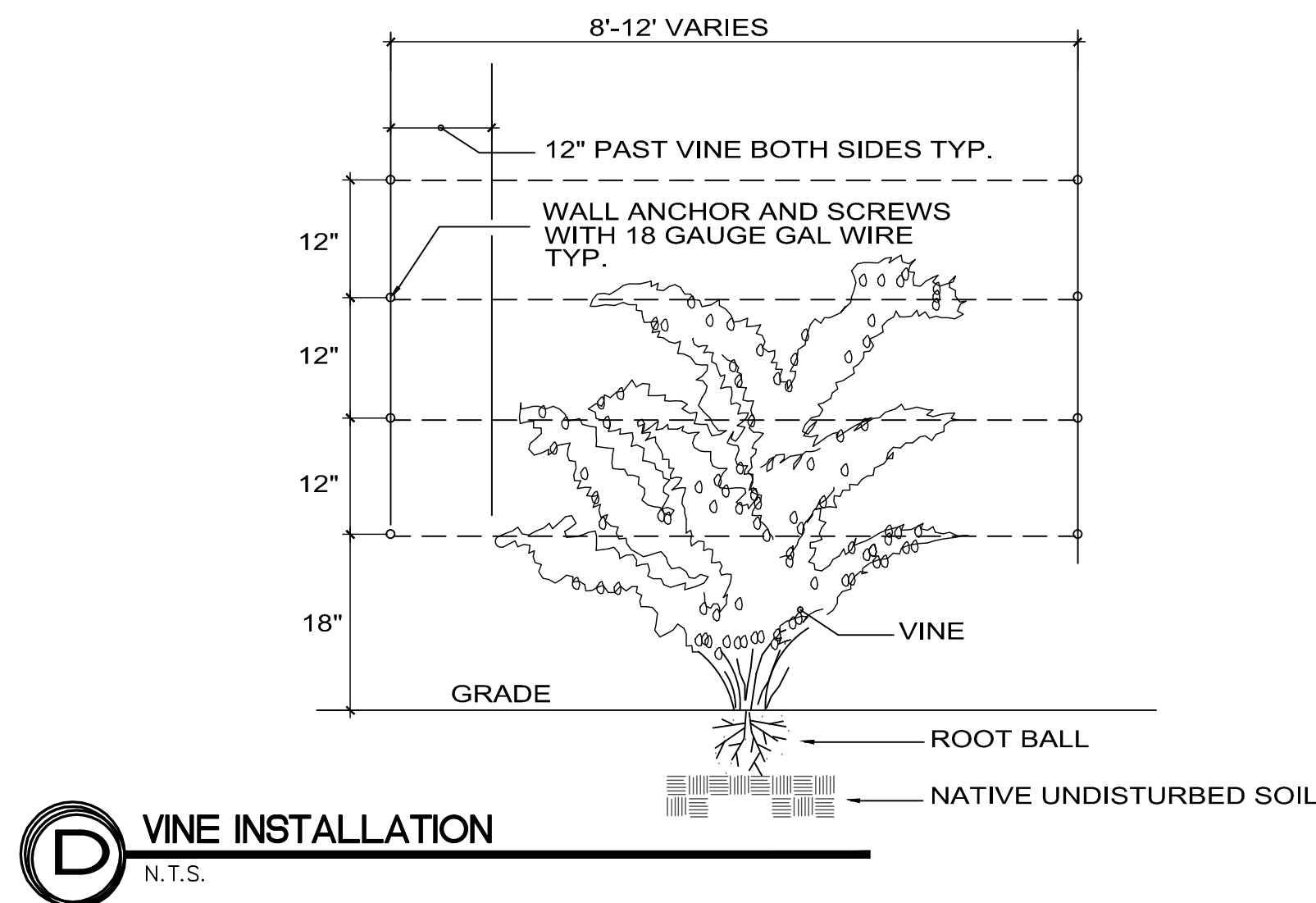
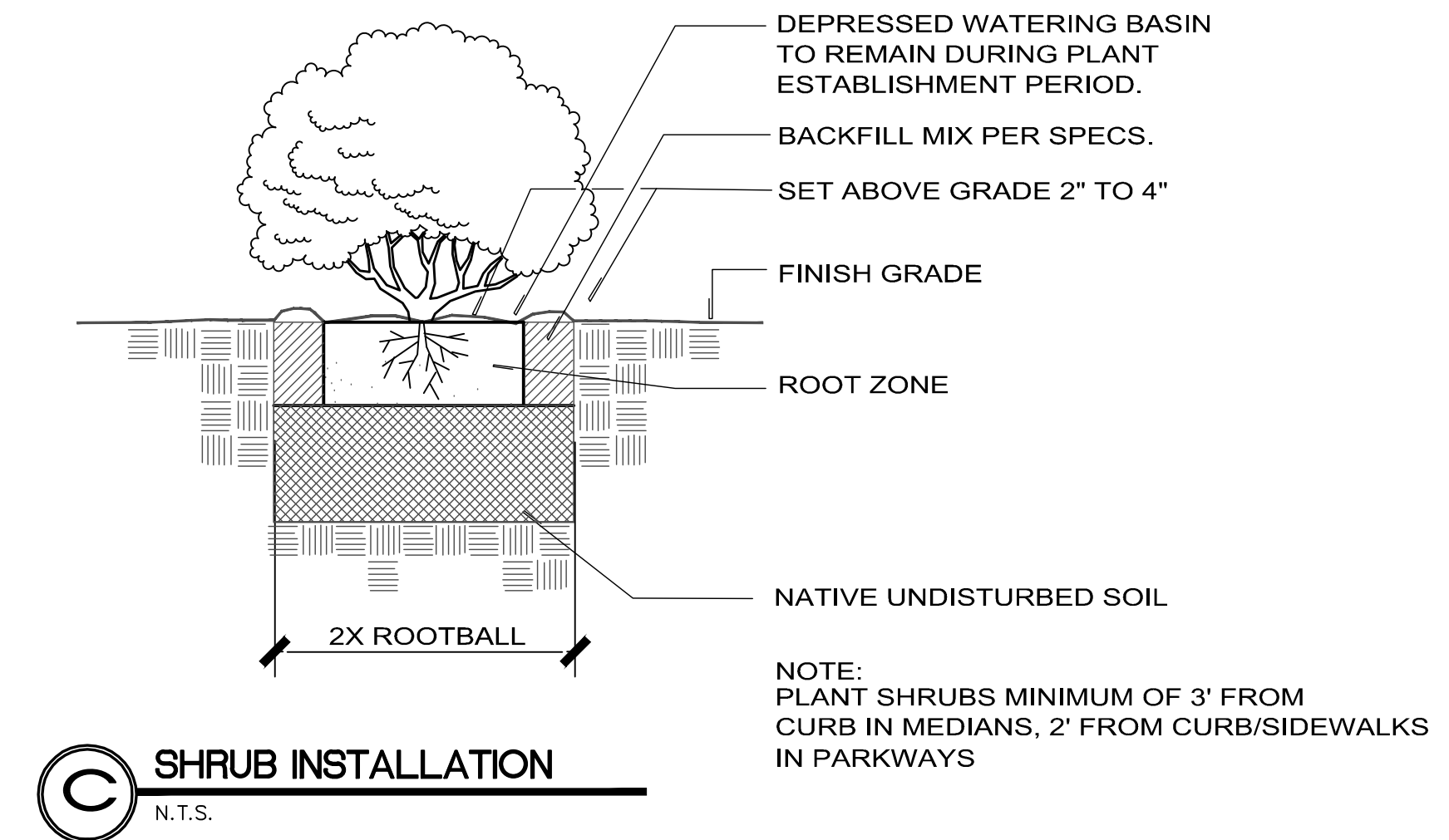
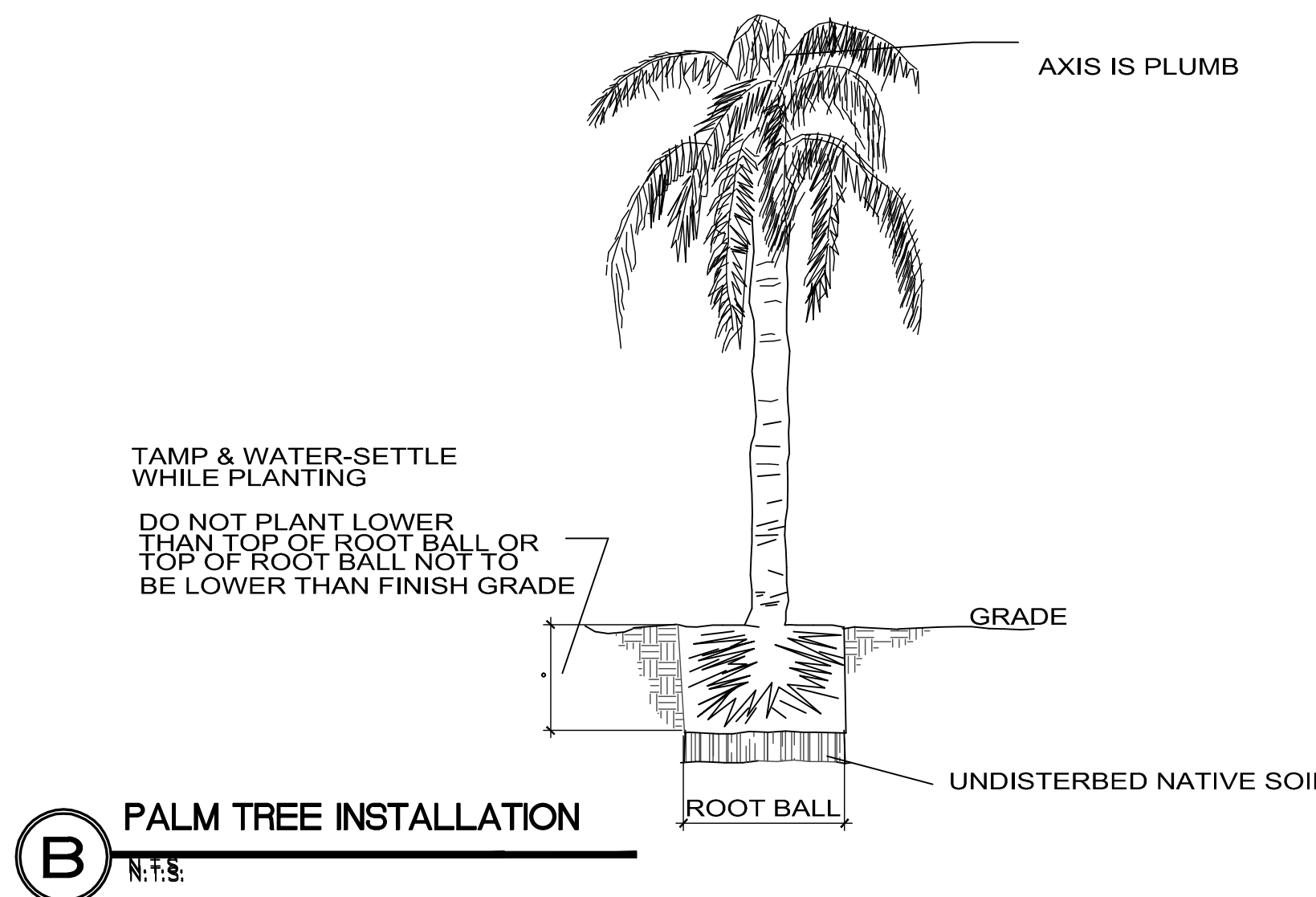
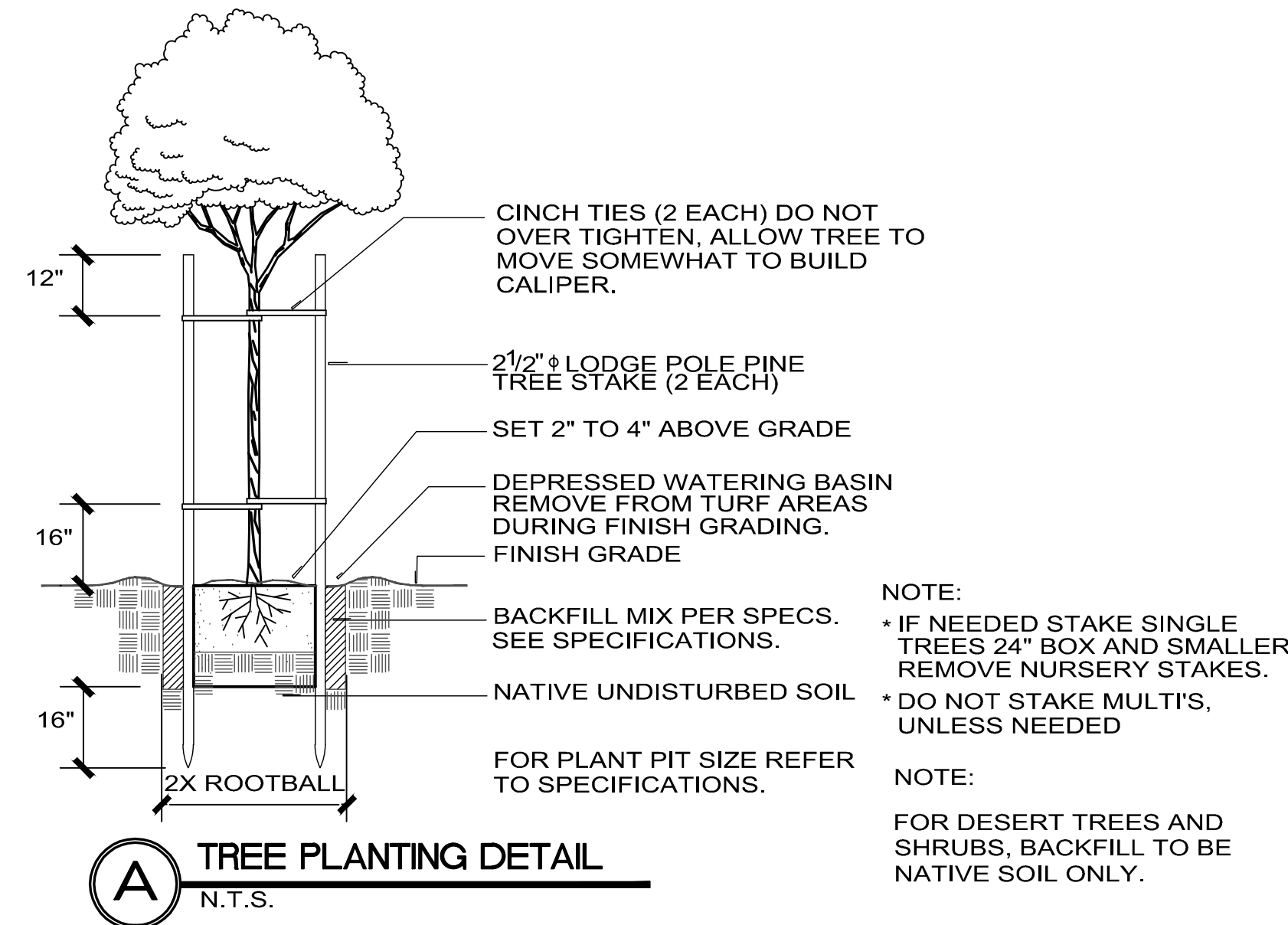
DESERT MODERN LANDSCAPE DESIGN  
 1708 SAN CLEMENTE ROAD  
 RANCHO MIRAGE, CALIFORNIA 92583  
 TELEPHONE (760)347-1111 Email: info@desertmoderndesign.com  
 www.desertmoderndesign.com

Designer: *Elena Adina Peterson*  
 Signature  
 Date: 11-10-2025

| REVISION |
|----------|
| 05-23-22 |
| 09-03-22 |
| 09-12-24 |
| 10-06-25 |
| 11-12-25 |

SCALE: 1" = 10'-0"

SHEET  
**L-3.0**  
 4 OF 7



# PLANTING DETAILS

SCALE: N.T.S.

## PALM TREE PLANTING NOTES

1. Palms shall be planted using established planting procedures. Refer to palm tree planting detail.
2. Palm tree root balls shall be trimmed or cut to ensure recovery from transplanting shock.
3. Palm trees must be in a healthy condition at time of delivery. Palm trees determined unhealthy or damaged at time of delivery or installation shall be rejected by contractor
4. All palms shall be cleaned of excessive dead and ragged fronds or frond stubble. Cut fronds should be cut to a maximum length of 6".
5. Called out heights of palms shall be THE HEIGHT FROM TOP OF ROOT BALL TO BOTTON OF LIVE FRONDS.
6. Palm trees to be properly watered in and soils properly tamped around the root balls when planting, leaving no voids of soil around root balls.
7. Palm trees shall be planted vertically, unless noted otherwise.
8. Trunks should be rough with frond bases still securely attached.
9. Trunks may not be totally skinned unless noted to do so.
10. Trunk bases may be skinned to a maximum height of 3'-4" (taller trees 6').
11. Skinned areas above the 6' level will be accepted, at the direction of the Owner's Representative.
12. Care should be exercised in the cabling during transport and planting so as not to damage or loosen bark.
13. Severe cracking or holes in the basal trunk area will not be acceptable.
14. One initial watering will be performed by subcontractor. Basin will be left on each palm so subsequent watering can be performed by others. Basin is to be removed during finish grading.
15. Subcontractor to untie frond tops (60) days after planting.
16. Palm trees shall be planted a minimum of 2' away from building eaves.
17. It is recommended any palm tree planted within 5' of any walk, wall or structure be planted with Deep Root root barrier to a depth of 2' minimum to protect against root damage.

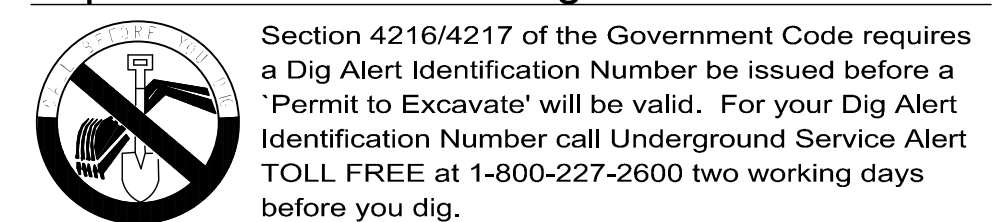
NOTE:  
NO PALM TREE SHALL BE OUT OF THE ORIGINAL GROUND FOR MORE THAN (48) HOURS PRIOR TO RELOCATION AND PLANTING.

## GENERAL PLANTING NOTES

1. THE LANDSCAPE CONTRACTOR SHALL BE LICENSED AND CARRY ALL NECESSARY WORKMEN'S COMPENSATION INSURANCE AND BONDS REQUIRED BY THE STATE.
2. THE CONTRACTOR SHALL APPLY FOR, PAY FOR, AND OBTAIN ALL REQUIRED PERMITS.
3. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH ALL RELATED TRADES.
4. WORKMANSHIP AND MATERIAL ARE EXPECTED TO BE OF THE HIGHEST STANDARDS AND QUALITY.
5. ALL WORK IS SUBJECT TO THE REVIEW AND APPROVAL OF THE OWNER'S AUTHORIZED REPRESENTATIVE.
6. PRIOR TO BEGINNING WORK, THE SITE SHALL BE FREE OF ALL DEBRIS, WEEDS, OR ROCKS GREATER THAN 2" DIAMETER WITH FINISH-GRADING COMPLETED. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL EXISTING PLANT MATERIAL UNLESS OTHERWISE NOTED ON PLANS. LANDSCAPE CONTRACTOR SHALL VISIT SITE IN ORDER TO BECOME FAMILIAR WITH ALL EXISTING CONDITIONS PRIOR TO SUBMITTING BID.
7. GRADE AT PLANTERS SHALL BE 2" BELOW FINISHED GRADE OF ADJACENT HARDSCAPE UNLESS OTHERWISE NOTED ON GRADING OR BERMING PLAN.
8. TREAT PLANTED AREAS, DECOMPOSED GRANITE AND GRAVEL AREAS WITH PRE-EMERGENT WEED AGENT PRIOR TO, AND AFTER, PLACING LANDSCAPE TOPPING AND AS PER MANUFACTURER'S SPECIFICATIONS.
9. THE CONTRACTOR SHALL PROVIDE ALL PLANTS AS INDICATED ON THE PLANS, UNLESS OTHERWISE SPECIFIED. ANY CHANGES OR SUBSTITUTIONS MUST BE APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

10. ALL PLANT MATERIAL SHALL BE FULL, HEALTHY, SHAPELY, DISEASE-FREE, AND INSECT-FREE, BEING OF A SIZE THAT IS STANDARD FOR THE NURSERY INDUSTRY, AND PER THE PLANT LEGEND. ALL PLANTS ARE SUBJECT TO THE OWNER'S AUTHORIZED REPRESENTATIVE APPROVAL.
11. BEFORE EXCAVATION, PLANTS IN CONTAINERS SHALL BE PLACED AS INDICATED ON PLANTING PLAN. OWNER'S REPRESENTATIVE SHALL BE NOTIFIED 36HRS IN ADVANCE AND SHALL CHECK LOCATION OF ALL PLANTS IN THE FIELD AND SHALL INDICATE THE EXACT POSITIONS BEFORE ACTUAL PLANTING OPERATIONS PROCEED.
12. ALL LARGE PLANTS SHALL BE HANDLED WITH CARE USING THE NECESSARY PROPER EQUIPMENT. THE CONTRACTOR WILL BE REQUIRED TO REPLACE ALL DAMAGED PLANTS.
13. CONTRACTOR SHALL ADD PLANT TABLETS TO ALL PLANT MATERIAL PER MANUFACTURERS SPECIFICATIONS FOR CONTAINER SIZE.
14. ALL PLANTS SHALL BE PLANTED IN HOLES AS PER PLANTING DETAIL (SEE DETAIL THIS SHEET). TREE AND SHRUB ROOT CROWNS SHALL BE SET FLUSH WITH THE ADJACENT FINISH GRADE. ALL SHRUBS TO HAVE BELOW GRADE WATER RETENTION BASIN WITH GRADUAL 2" SWALE. ALL TREES TO HAVE BELOW GRADE WATER RETENTION BASIN WITH A 3" GRADUAL SWALE IN PLANTER BEDS AND 2" IN TURF AREAS. WATER BASIN TO BE LARGE ENOUGH SO THAT THERE IS NO WATER RUN-OFF.
15. ALL HOLES SHALL BE THOROUGHLY PRE-SOAKED WITH WATER AND ALLOWED TO DRAIN PRIOR TO PLANTING.
16. ALL SHRUBS AND TREES SHALL BE BACKFILLED WITH 100% NATURAL SOIL.

## Important Notice - Underground Service Alert



Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a 'Permit to Excavate' will be valid. For your Dig Alert Identification Number call Underground Service Alert TOLL FREE at 1-800-227-2600 two working days before you dig.

Construction contractor agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for 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 construction contractor further 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.

A.P.N.665-040-017

OWNERS/  
DEVELOPER/  
APPLICANT:  
Mr. David Palmer  
Canna Valley Cultivation Facility  
P.O. Box 966  
Weatherford, Texas 76086  
TELEPHONE:(817)426-4469  
E-mail: Napaving@msn.com

**DESERT MODERN**  
LANDSCAPE DESIGN  
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BONHOMME, CALIFORNIA 92508  
TEL: (951) 251-0077 Fax: (951) 251-0077  
www.desertmodern.com

Designer:  
Elena Adina Peterson  
Signature  
Date: 11-10-2025

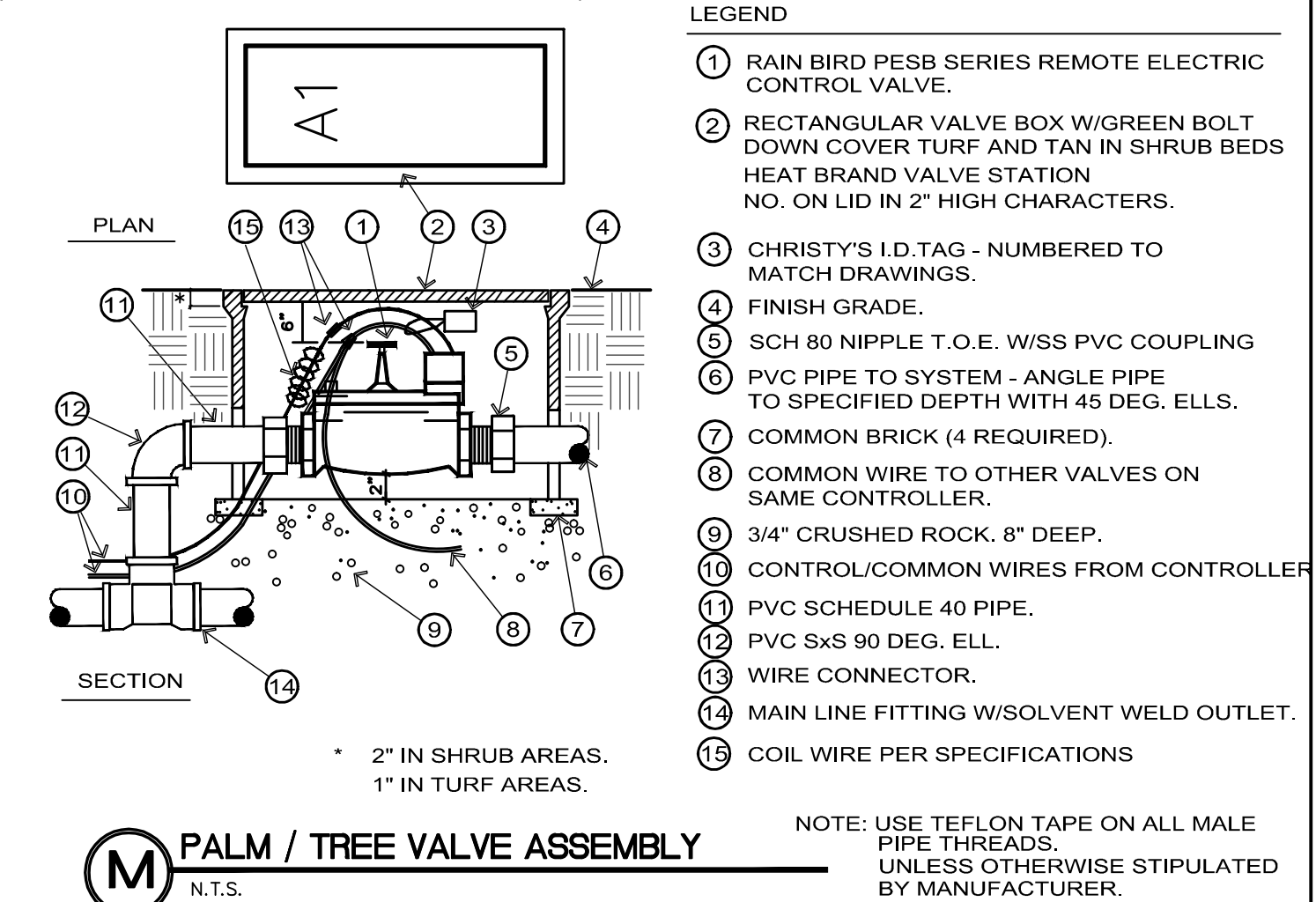
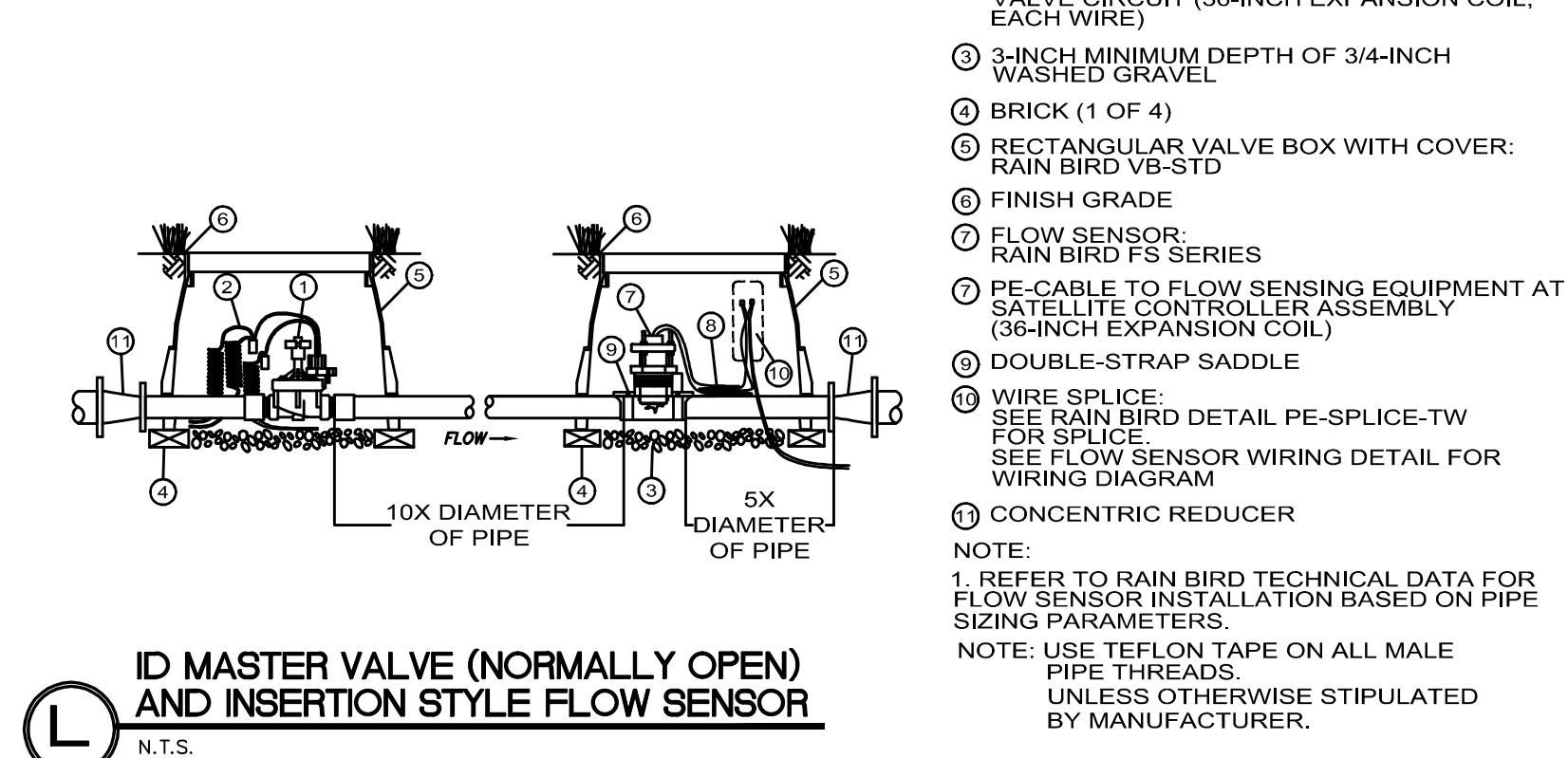
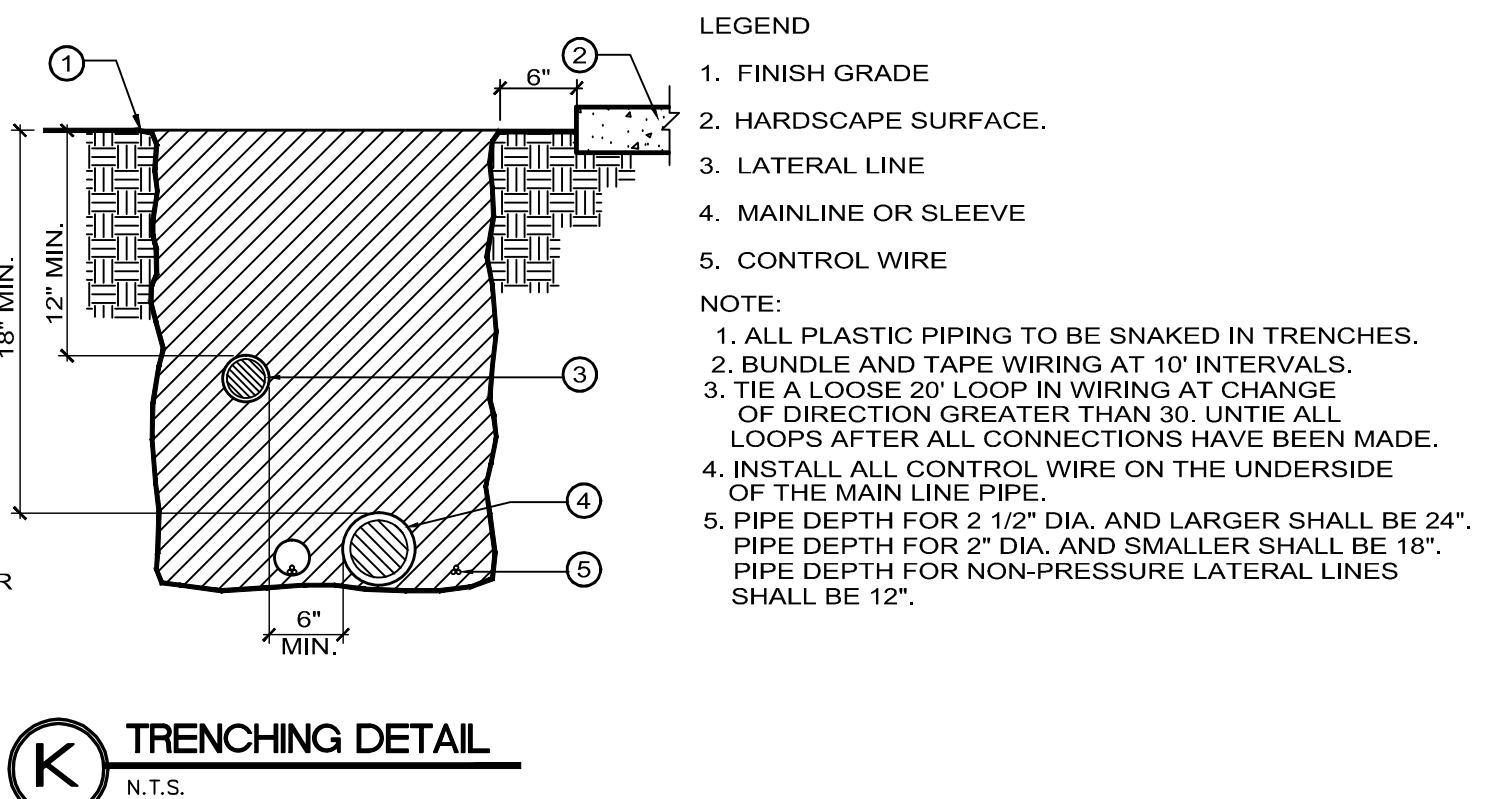
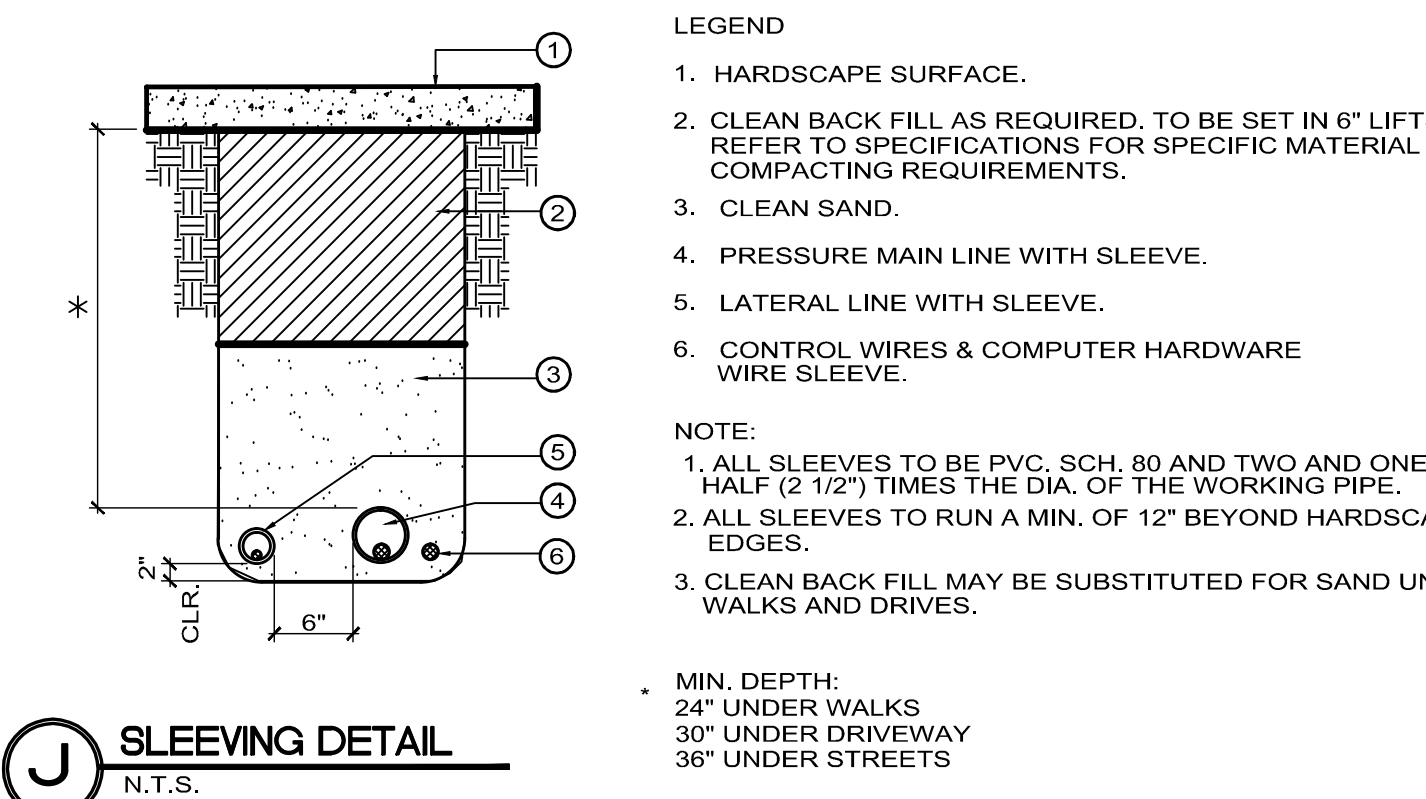
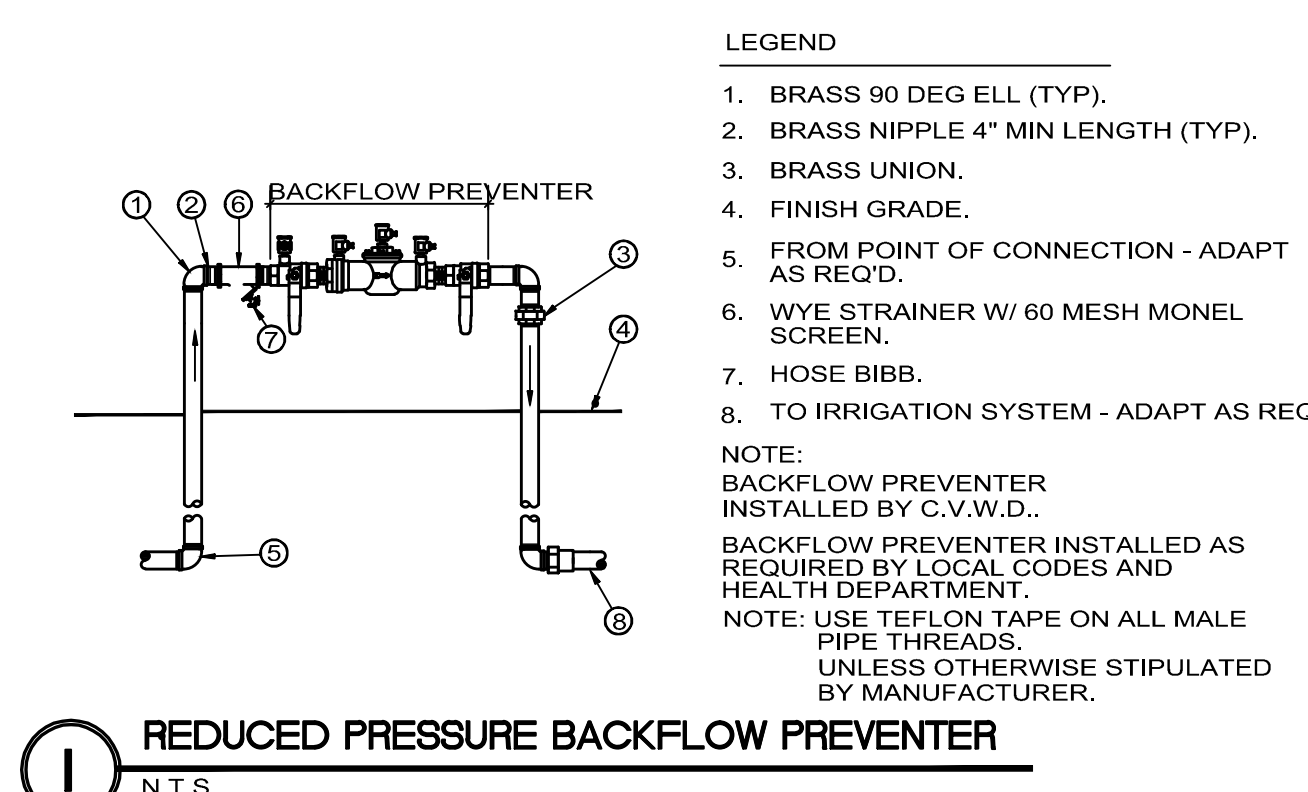
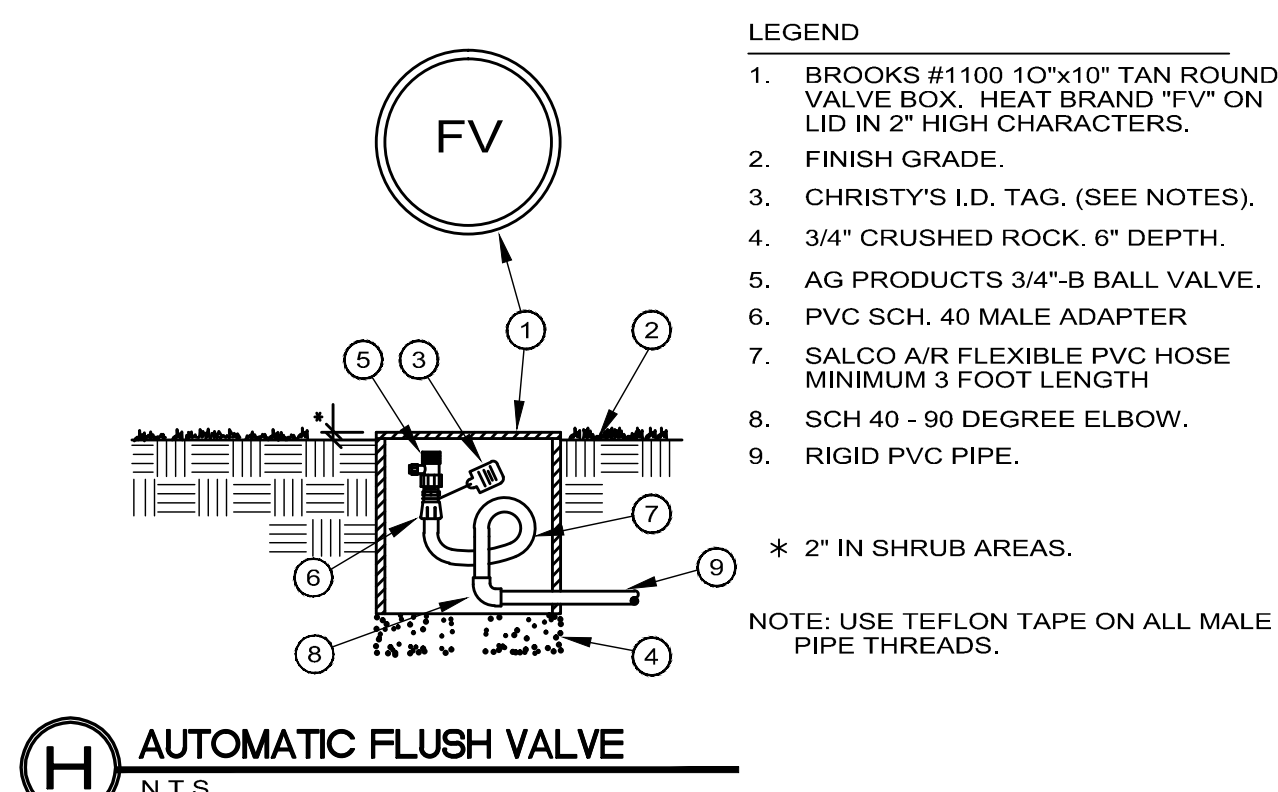
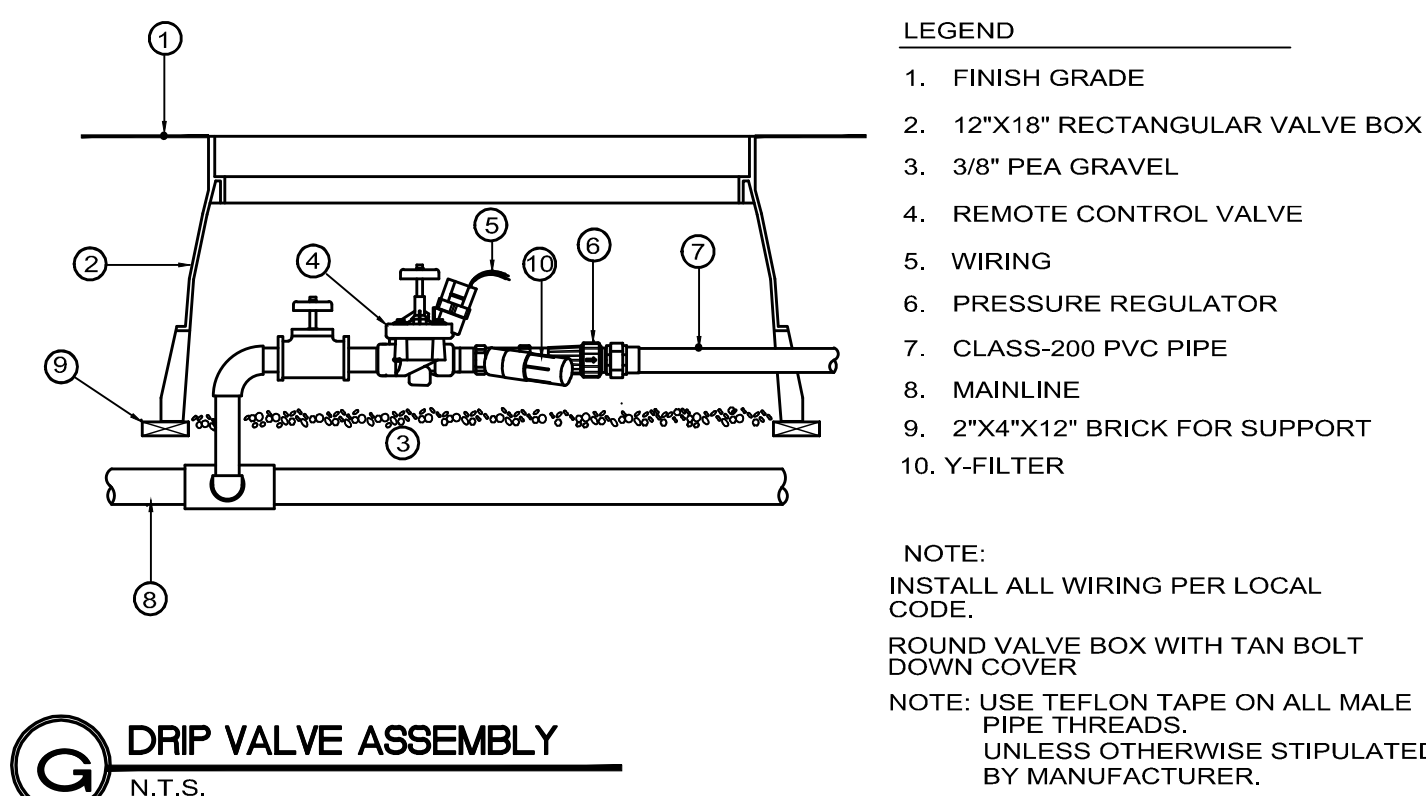
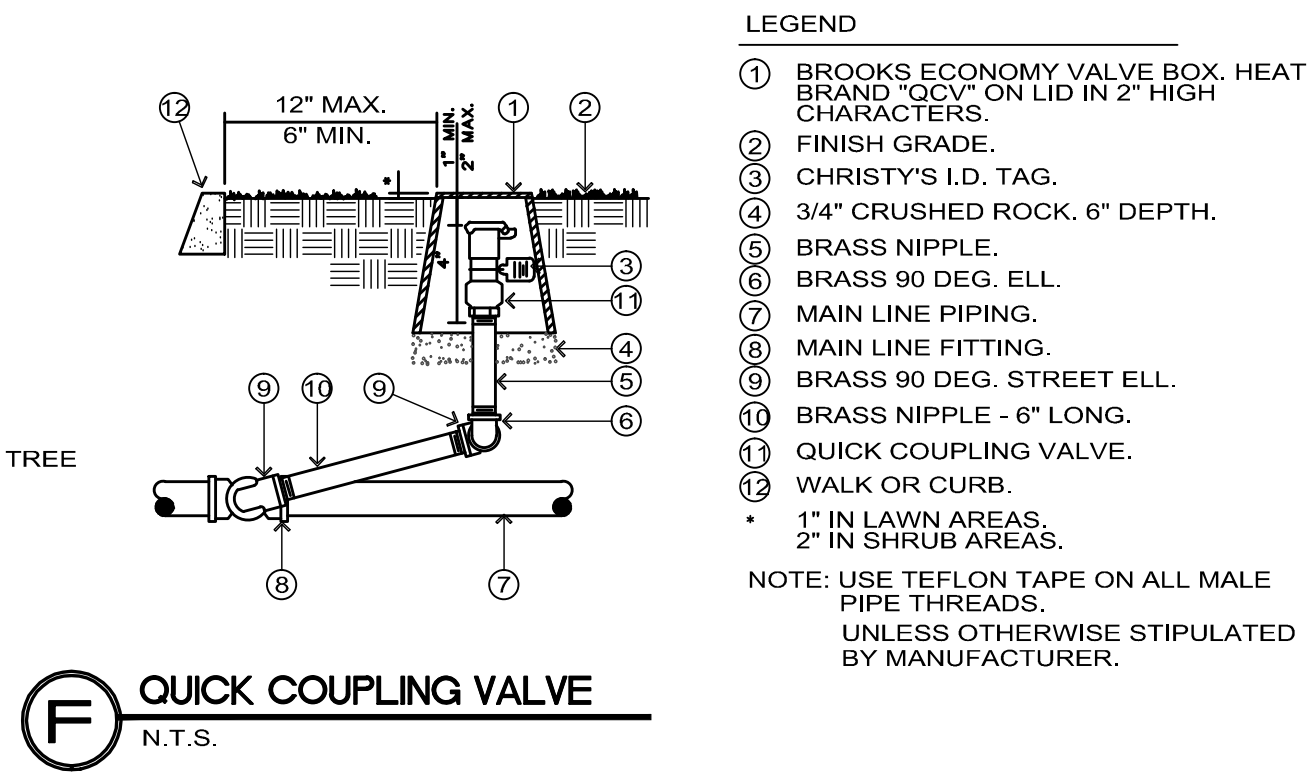
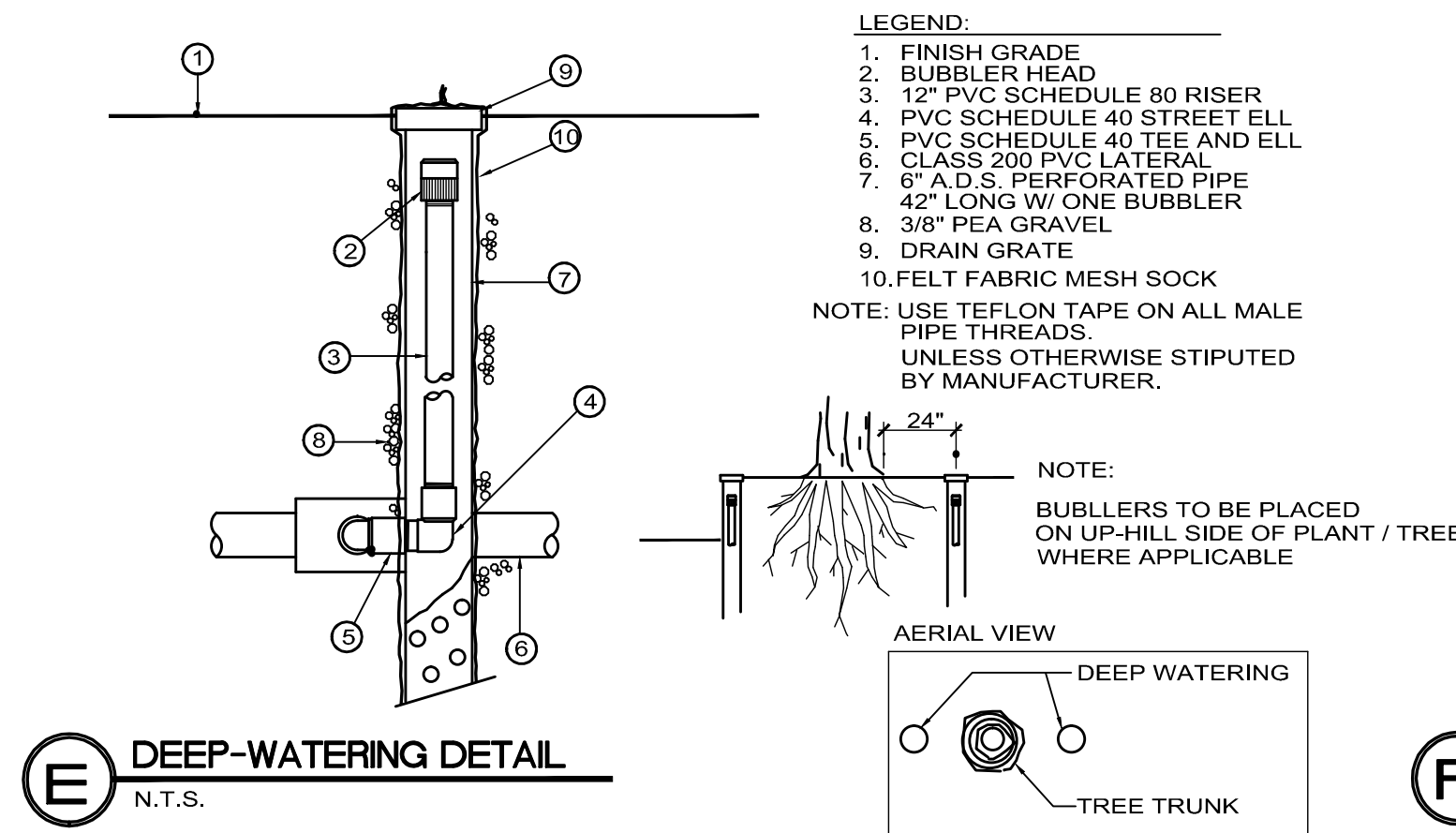
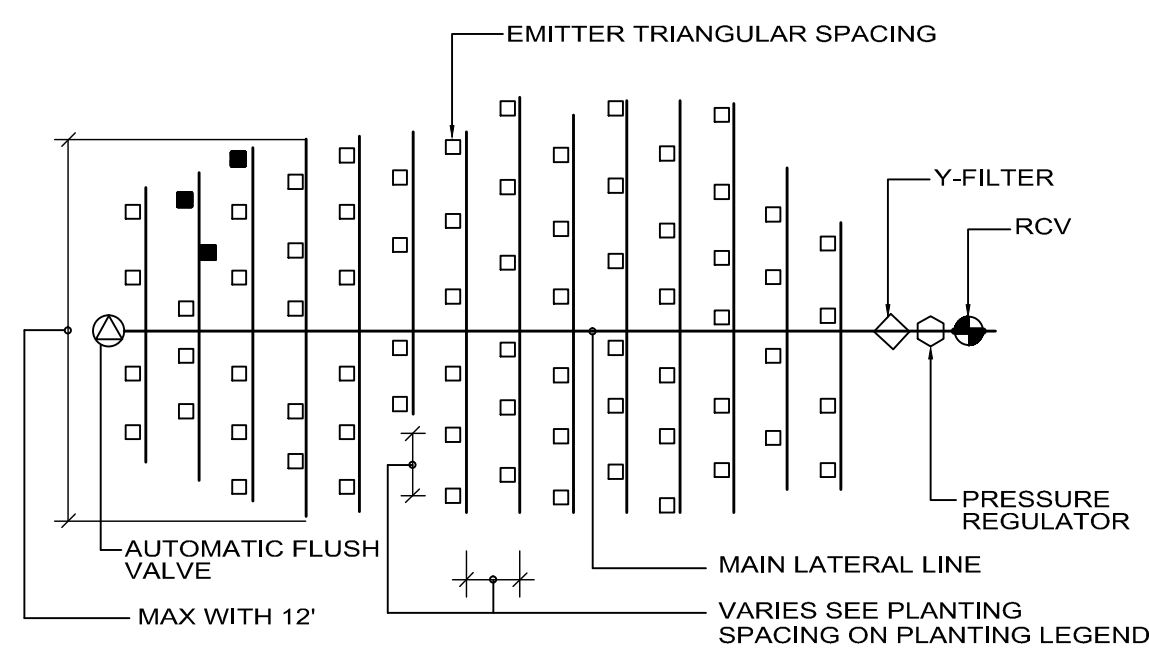
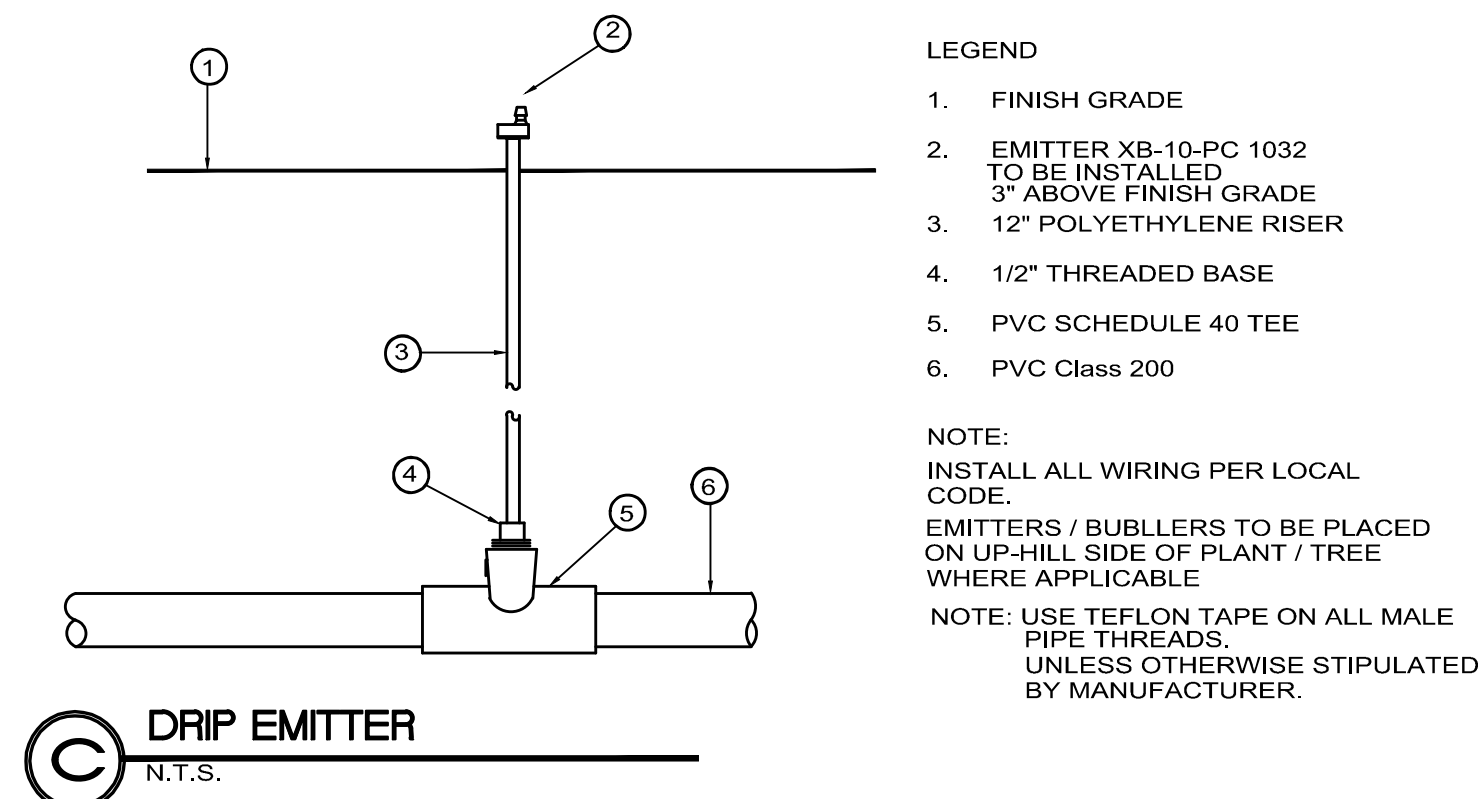
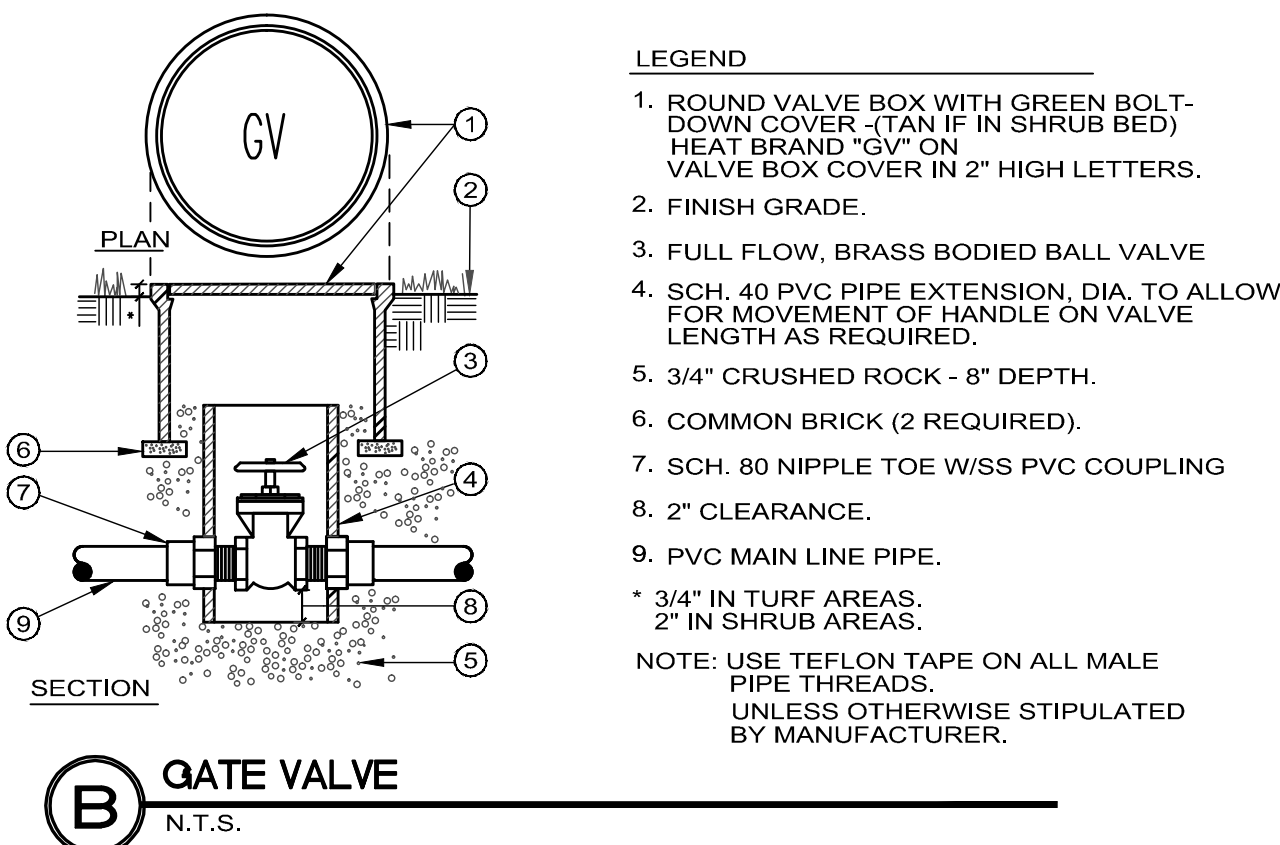
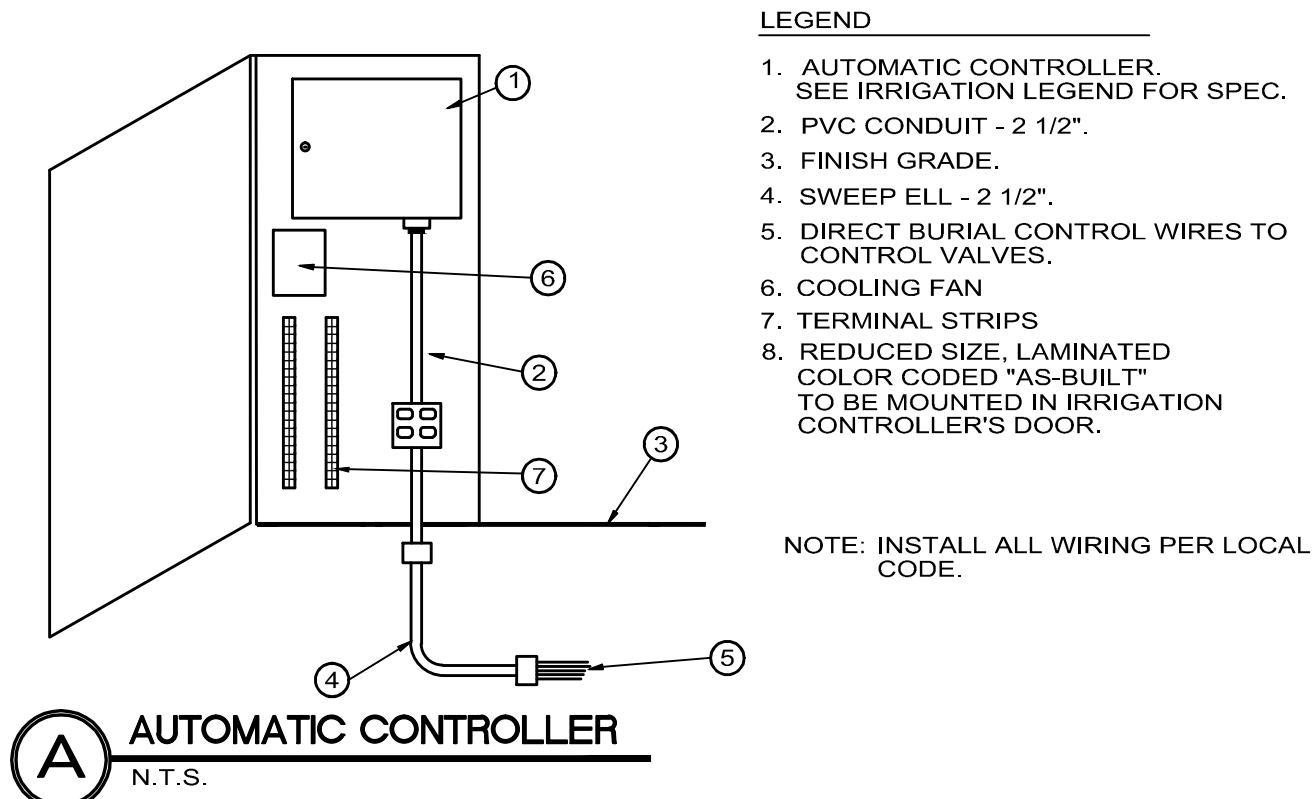
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| 05-23-22 |
| 10-06-25 |
| 11-12-25 |

SCALE: **N.T.S.**

SHEET

**LD-1**  
5 OF 7

|  |   |
|--|---|
|  | These plans have been reviewed by the Mission Springs Water District (MSWD) or their designated agent in accordance with the District's Water Efficient Landscaping Guidelines. Approval of this drawing by MSWD staff does not constitute approval of the project by the local governing agency (City or County) for permitting purposes, nor does it signify acceptance of the completed landscape installation which is subject to inspection by MSWD upon notification of substantial completion of the landscaping and irrigation systems. |
|  | APPROVED BY:  Brian Macy, P.E., General Manager/ Chief Engineer   |
| 66575 Second Street<br>Desert Hot Springs,<br>CA 92240<br>760.329.5169 | DATE: 2025-12-10  |



**GENERAL INSTALLATION NOTES**

1. SPRINKLER IRRIGATION PLAN IS DIAGRAMMATIC. FINAL LOCATION OF PIPING SHALL BE DETERMINED AT TIME OF INSTALLATION. MAINLINE AND LATERALS SHALL BE PLACED IN SAME TRENCH WHEN POSSIBLE. EQUIPMENT SHOWN IN PAVED AREAS ARE FOR DESIGN CLARIFICATION ONLY AND SHALL BE INSTALLED IN PLANTED AREAS.
2. INSTALL ALL EQUIPMENT AS SHOWN IN DETAILS. ALL EQUIPMENT REQUIRED BUT NOT SPECIFIED ON THE DRAWING SHALL BE PROVIDED BY THE IRRIGATION CONTRACTOR.
3. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH MFG.'S INSTRUCTIONS AND SPECIFICATIONS.
4. BACKFLOW PROTECTION UNIT(S) SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODED.
5. IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER WORKMANSHIP DURING INSTALLATION.
6. ALL MAINLINE PIPING SHALL HAVE A MINIMUM OF 18" COVER (24" UNDER ROADS AND STREETS AND IF RING SEALED PIPE). ALL LATERAL PIPING SHALL BE TRENCHED A MINIMUM OF 12" DEEP. ALL CONTROL WIRE GOING UNDER DRIVEWAYS AND STREETS SHALL BE SLEEVED IN A PVC PIPE. LATERAL PIPING GOING UNDER DRIVEWAYS AND STREETS SHALL BE SCHEDULE 40 PVC.
7. ALL VALVE CONTROL WIRE SHALL BE INSTALLED IN SAME TRENCH WITH MAINLINE WHEREVER POSSIBLE AND SHALL BE SOLID COPPER, AWG #14 TYPE UF, DIRECT BURIAL WIRE USING SNAPTITE OR SCOTCH-LOC WIRE CONNECTORS.
8. ALL TRENCH BACK FILL SOIL SHALL BE CLEAN, FREE OF ROCKS, TRASH, GLASS, SOLVENT CEMENT CONTAINERS AND RAGS. CONTRACTOR SHALL COMPACT ALL TRENCHES TO A DENSITY EQUAL TO THE UNDISTURBED SOIL AND SHALL BE RESPONSIBLE FOR BRINGING ANY SETTLED TRENCHES BACK TO FINISH GRADE.
9. CONTRACTOR SHALL FLUSH ALL PIPE LINES PRIOR TO INSTALLING SPRINKLER HEADS AND PRIOR TO INSTALLING NOZZLES.
10. CONTRACTOR SHALL INSTALL VALVE BOXES AT GRADE OVER ALL ELECTRIC VALVES AND INSTALL ANTI-DRAIN VALVES AS NECESSARY TO PREVENT LOW HEAD DRAINAGE EROSION OR DAMAGE.
11. 120 VOLT POWER FOR CONTROLLER(S) IS TO BE PROVIDED BY OTHERS ON A SEPARATE CIRCUIT BREAKER. IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING CONNECTIONS TO CONTROLLER. CONTROLLER(S) FINAL LOCATION SHALL BE DETERMINED BY OWNER'S AUTHORIZED REPRESENTATIVE.
12. THE IRRIGATION CONTRACTOR SHALL COORDINATE THE PLACEMENT AND INSTALLATION OF THE BACK FLOW DEVICE AND WATER METER.
13. SHRUB DRIP EMITTERS AND TREE BUBLERS SHALL BE PLACED ON SEPARATE VALVES.
14. CONTRACTOR SHALL INSTALL MIPT X FIPT 'HEAD LOK' BELOW GRADE AS MFG. BY KING BROTHERS IND. OR EQUIVALENT UNDER EACH EMITTER THAT MIGHT BE SUSCEPTIBLE TO HEAD LOSS OR VANDALISM.
15. ALL EMITTERS TO BE PLACED 6"-12" FROM EACH CENTER OF PLANT AND AT THE TOP OF SLOPE WHERE APPLICABLE.
16. CONTRACTOR TO PROVIDE A DRIP EMITTER FOR EACH PLANT WITHIN DRIP ZONES.
17. CONTRACTOR TO PROVIDE REDUCED SIZE, COLOR CODED "AS-BUILT" TO BE MOUNTED IN IRRIGATION CONTROLLER'S DOOR. "AS-BUILT" TO BE LAMINATED.

NOTE: "RECOMMENDED IRRIGATION SCHEDULES (NEWLY PLANTED AND ESTABLISHED)"

LANDSCAPE ARCHITECTURAL SERVICES BY:

**DESERT GROW LLC**  
65128 Palomar Lane  
Commercial Building  
DESERT HOT SPRINGS, CALIFORNIA

A.P.N.665-040-017

OWNERS/ DEVELOPER/ APPLICANT:

Mr. David Palmer  
Canna Valley Cultivation Facility  
P.O. Box 906  
Weatherford, Texas 76086  
TELEPHONE:(817)426-4469  
E-mail: Napaving@msn.com

**DESERT MODERN LANDSCAPE DESIGN**

1332 5th Street, Suite 100  
BANKS BRANCH, CALIFORNIA 92703  
TELEPHONE:(714)797-1111 E-mail: desertmodern@desertmodern.com  
www.desertmodernlandscape.com

Designer:  
Elena Adria Peterson  
Signature  
Alan Adria Peterson  
Date: 11-10-2025

REVISION

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| 05-23-22 |
| 10-06-25 |
| 11-12-25 |
| 11-18-25 |

SCALE: N.T.S.

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# IRRIGATION DETAILS

SCALE: N.T.S.

|   |  |
|---|--|
| <p>66575 Second Street<br/>Desert Hot Springs,<br/>CA 92240</p> <p>760.329.5169</p> | <p>These plans have been reviewed by the Mission Springs Water District (MSWD) or their designated agent in accordance with the District's Water Efficient Landscaping Guidelines. Approval of this drawing by MSWD staff does not constitute approval of the project by the local governing agency (City or County) for permitting purposes, nor does it signify acceptance of the completed landscape installation which is subject to inspection by MSWD upon notification of substantial completion of the landscaping and irrigation systems.</p> |
|   | <p>APPROVED BY: <i>Buller</i><br/>Brian Macy, P.E., General Manager/ Chief Engineer</p> <p>DATE: 2025-12-10</p>  |

**WALLACE LABORATORIES, LLC**  
 365 Coral Circle  
 El Segundo, CA 90245  
 phone (310) 615-0116 fax (310) 640-6863

November 12, 2025  
 Elena Adina Peterson, AdinaPeterson@yahoo.com  
 Desert Grow LLC

RE: Soil Management Report  
 Soil Sample Received 11/10/2025, Our ID No. 25-315-05

Dear Adina,

The pH is moderately alkaline at 7.60. The salinity is modest at 0.31 millimho/cm.

Nitrogen, phosphorus, potassium, copper and boron are modest. Zinc, magnesium and sulfur are low. Iron is moderate. Manganese is high. Aluminum is moderate. The concentrations of common non-essential heavy metals are low.

Aluminum restricts growth by interfering with the metabolism of phosphorus and calcium. It causes stunting and discoloration. Foliage may turn a dull gray green. Aluminum is high in poorly aerated soil and in overly acidic soils. Soluble calcium helps to reduce the toxicity of aluminum.

Available sodium is low. SAR (sodium adsorption ratio) is 5.3.

The texture is gravelly sand. Based on the non-gravel fraction, it contains 95.2% sand, 4.0% silt and 0.8% clay. The gravel content is 20.9%.

The presence of gravel is undesirable. Gravel and rocks dilute the soil fertility. Soil analyses are made with soil fraction that does not contain rocks and gravel. If the amount of rock and gravel were taken into account, the actual fertility would be lower than what is reported. Gravel does not supply nutrients nor does it hold moisture. Gravel blocks root growth. Gravel is not permeable. The path of travel of roots, drainage and air exchange is increased, is tortuous and is circuitous in the presence of large amounts of elevated gravel which restricts rooting, drainage and soil aeration.

Soil organic matter is low at 0.37% on a dry weight basis. The carbon:nitrogen ratio is 5.3.

The estimated rate of water percolation based on Soil Water Characteristics version 6.02.74 model developed by Keith Saxton of the USDA is 5.17 inches per hour for normal soil compaction. The model is based on the soil texture, percent gravel and percent soil organic matter.

Soil Analyses Plant Analyses Water Analyses

**Recommendations**

General soil preparation on a square foot basis. Broadcast the following uniformly; rates are per 1,000 square feet for a 6-inch lift. Incorporate them homogeneously 6" deep.

Urea formaldehyde (39-0-0) – 8 pounds  
 K-Mag or Diamond K KMS (sul-po-mag) (0-0-22) – 12 pounds  
 Triple superphosphate (0-45-0) – 4 pounds  
 Agricultural gypsum - 10 pounds  
 Organic soil amendment - about 4 cubic yards, sufficient for 4% to 6% soil organic matter on a dry weight basis

For the preparation on a volume basis, homogeneously blend the following materials into the soil. Rates are expressed per cubic yard:

Urea formaldehyde (39-0-0) – 1/3 pound  
 K-Mag or Diamond K KMS (sul-po-mag) (0-0-22) 1/2 pound  
 Triple superphosphate (0-45-0) – 1/4 pound  
 Agricultural gypsum – 1/2 pound  
 Organic soil amendment - about 20% by volume, sufficient for 4% to 6% soil organic matter on a dry weight basis

Organic soil amendment:

- Humus material shall have an acid-soluble ash content of no less than 6% and no more than 20%. Organic matter shall be at least 50% on a dry weight basis.
- The pH of the material shall be between 6 and 7.5.
- The salt content shall be less than 10 millimho/cm @ 25° C. on a saturated paste extract.
- Boron content of the saturated extract shall be less than 1.0 part per million.
- Silicon content (acid-insoluble ash) shall be less than 50%.
- Calcium carbonate shall not be present if to be applied on alkaline soils.
- Types of acceptable products are composts, manures, mushroom composts, straw, alfalfa, peat mosses etc. low in salts, low in heavy metals, free from weed seeds, free of pathogens and other deleterious materials.
- Composted wood products are conditionally acceptable [stable humus must be present]. Wood based products are not acceptable which are based on red wood or cedar.
- Sludge-based materials are not acceptable.
- Carbon:nitrogen ratio is less than 25:1.
- The compost shall be aerobic without malodorous presence of decomposition products.
- The maximum particle size shall be 0.5 inch, 80% or more shall pass a No. 4 screen for soil amending.

Soil Analyses Plant Analyses Water Analyses

Maximum total permissible pollutant concentrations in amendment in parts per million on a dry weight basis:

|          |     |            |     |          |     |
|----------|-----|------------|-----|----------|-----|
| arsenic  | 12  | copper     | 100 | selenium | 20  |
| cadmium  | 15  | lead       | 200 | silver   | 10  |
| chromium | 200 | mercury    | 5   | vanadium | 50  |
| cobalt   | 30  | molybdenum | 20  | zinc     | 200 |
|          |     | nickel     | 100 |          |     |

Higher amounts of salinity or boron may be present if the soils are to be preleached to reduce the excess or if the plant species will tolerate the salinity and/or boron.

Normally irrigate deeply but not frequently. Balance soil moisture with soil aeration.

For site maintenance, apply Urea formaldehyde (39-0-0) at 8 pounds per 1,000 square feet about twice a year.

Monitor the site with periodic soil and leaf tissue testing. Adjust the maintenance program as needed.

Sincerely,

*Garn A. Wallace*  
 Garn A. Wallace, Ph. D.  
 GAW:n

Soil Analyses Plant Analyses Water Analyses


**Important Notice - Underground Service Alert**

Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a 'Permit to Excavate' will be valid. For your Dig Alert Identification Number call Underground Service Alert TOLL FREE at 1-800-227-2600 two working days before you dig.

Construction contractor agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for 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 construction contractor further 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.

**SOIL MANAGEMENT REPORT**

SCALE: N.T.S.

|   |   |
|---|---|
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|   | APPROVED BY: <i>Budley</i><br>DATE: 2025-12-10  |
| 66575 Second Street<br>Desert Hot Springs,<br>CA 92240<br>760.329.5169                | DESIGNER:<br>Elena Adina Peterson<br>Signature<br><i>Elena Adina Peterson</i><br>Date: 11-10-2025   |

LANDSCAPE ARCHITECTURAL SERVICES BY:  
**DESERT MODERN**  
 LANDSCAPE DESIGN

LANDSCAPE PLANS FOR:  
**DESERT GROW LLC**  
 65128 Palomar Lane  
 Commercial Building  
 DESERT HOT SPRINGS, CALIFORNIA

A.P.N.665-040-017

OWNERS/  
 DEVELOPER/  
 APPLICANT:  
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REVISION  
**11-12-25**

SCALE: **N.T.S.**

SHEET  
**LD-3**  
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