

**PURCHASE AND SALE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**

Stewart Title of California, Inc.  
73020 El Paseo, Ste 103  
Palm Desert, CA 92260  
Attention: Tamara Castro, Escrow Officer  
(**"Escrow Holder"**)

Escrow No: \_\_\_\_\_

Title Order No.: 2152638

This PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (**"Agreement"**) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between COACHELLA VALLEY WATER DISTRICT, a public agency of the State of California (**"Buyer"**), and JAMES E. BERCAW, SUCESSOR TRUSTEE OF THE MARGARET M. BERCAW 2003 TRUST DATED AUGUST 4, 2003, AND JAMES E. BERCAW, KENNETH W. BERCAW, KATHLEEN A. ALDOUS, AND WILLIAM B. STEWART AND THERESA R. STEWART, TRUSTEES OF THE STEWART FAMILY TRUST DATED NOVEMBER 16, 2005, AND KATHLEEN A. ALDOUS AND GILBERT L. ALDOUS AS CO-TRUSTEES OF THE 2021 ALDOUS FAMILY TRUST DATED JULY 16, 2021, (collectively **"Sellers"**). Buyer and Seller are sometimes individually referred to herein as **"Party"** and collectively as **"Parties."**

RECITALS

A. Seller is the owner in fee of certain real property designated as Assessor Parcel Number 660-320-002, in the County of Riverside, State of California (**"Property"**), as more fully described in **Exhibit "A"** attached hereto and incorporated herein by reference. Reference herein to the **"Property"** shall include all of Seller's right, title and interest in and to any and all improvements, fixtures, rights-of-way, utility rights, entitlements, claims or other benefits in any way connected with the Property.

B. Buyer desires to purchase the Property from Seller in connection with such public purpose, specifically including the construction of the North Cathedral City Regional Stormwater Project on the Property (**"Project"**). Seller desires to sell the Property to Buyer, upon the terms and provisions set forth herein.

NOW, THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, the Parties hereto agree as follows:

TERMS

1. PURCHASE AND SALE.

1.1 Property. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, upon the terms and conditions set forth herein.

1.2 Purchase Price. The total purchase price for the Property is TWO THOUSAND EIGHT HUNDRED DOLLARS (\$2,800.00) (**"Purchase Price"**),

which includes, without limitation, full payment of just compensation, claims for inverse condemnation or unreasonable precondemnation conduct, attorneys' fees, costs and interest in complete settlement of all claims (known and unknown), causes of action and demands of Seller against the Buyer because of Buyer's purchase of the Property, and for any and all claims (known and unknown) arising from or relating to the purchase and sale which is the subject of this Agreement.

1.3 Payment of Purchase Price. At Close of Escrow (defined below), Buyer shall pay the Purchase Price to Seller through escrow in cash, by cashier's or certified check or by wire transfer.

## 2. ESCROW.

2.1 Opening of Escrow. Within five (5) business days following the date upon which this Agreement is executed by the final party executing the same ("**Effective Date**"), Seller and Buyer shall open an escrow ("**Escrow**") for the conveyance of the Property with Stewart Title ("**Escrow Holder**"). Escrow shall be deemed open on the date Escrow Holder shall have received a copy of this Agreement, fully executed by the Parties ("**Opening of Escrow**"). Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened ("**Opening Date**").

2.2 Escrow Instructions. This Agreement constitutes the joint instructions of Buyer and Seller to Escrow Holder for the conveyance of the Property. Buyer and Seller shall execute, deliver and be bound by any reasonable or customary supplemental or additional escrow instructions ("**Additional Instructions**") of Escrow Holder or other instruments as may be reasonably required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. In the event of any conflict or any inconsistency between this Agreement and such Additional Instructions, this Agreement shall govern unless otherwise specifically agreed to in writing by the Parties.

2.3 Close of Escrow. Recordation of the Grant Deed conveying title to the Property from Seller to Buyer ("**Grant Deed**" – in substantially the same form as attached hereto as Exhibit "B") and disbursement of funds and distribution of other documents by Escrow Holder as described herein shall constitute "**Close of Escrow**" or "**Closing**" and the date thereof shall be the "**Closing Date.**" Close of Escrow shall occur thirty (30) days following the Opening Date, provided that Seller and Buyer may, but shall not be obligated to, close the Escrow upon such earlier date as may be agreed upon by them in writing. Buyer and Seller may agree to change the Closing Date by joint written notice to Escrow Holder. Closing shall be conditioned upon satisfaction, or waiver by the Party for whose benefit the condition exists, of all conditions precedent thereto.

2.4 Costs of Escrow. Buyer shall pay all costs of the Title Policy (defined below), and all Escrow fees and normal closing costs attributable to the conveyance of the Property (collectively "**Closing Costs**"). Due to Buyer's status as a public agency, no recording fees will be payable (pursuant to Government Code Section 27383) and no documentary transfer tax will be payable (pursuant to Revenue & Taxation Code Section 11922). Seller shall be responsible for payment of any administrative fees required in order to obtain the release of mortgages, deeds of trust or other monetary liens and encumbrances affecting the Property. Escrow Holder shall

provide an estimated closing statement to Buyer and Seller at least three (3) days prior to the Closing Date. Each Party shall be responsible for payment of its own attorneys' fees with respect to the negotiation and preparation of this Agreement

2.5 Property Taxes and Assessments. Seller shall timely pay all real property taxes and assessments allocable to the Property accruing prior to Close of Escrow. Because Buyer is a public agency to which real property taxes do not apply, no proration of real property taxes will be made through Escrow. Seller will have the right to file for and receive a refund of general and special real property taxes and assessments previously paid by or on behalf of Seller with regard to the Property, which become refundable due to Buyer's status as a public agency. Buyer will cooperate reasonably with Seller's efforts to obtain any such refund.

2.6 Real property taxes and assessments will be current and prorated by Escrow Holder as of the Closing Date.

2.7 Buyer's Conditions Precedent to Close of Escrow. Close of Escrow and Buyer's obligation to accept title to the Property and pay the Purchase Price are subject to the satisfaction of the following conditions for Buyer's benefit (or Buyer's written waiver thereof), on or prior to the Closing Date:

2.7.1 Ratification of this Agreement by Buyer's governing body as set forth in more detail in Section 8.16 herein.

2.7.2 Seller shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

2.7.3 Seller shall have completed in a timely manner all of its obligations that are to be completed prior to the Close of Escrow as provided in this Agreement.

2.7.4 Escrow Holder shall have received an irrevocable commitment from the Title Company to issue the Title Policy (defined below), subject only to the Permitted Exceptions, as described in Section 3.2 below.

2.7.5 All representations and warranties of Seller shall be true as of the Effective Date and as of Close of Escrow and shall continue thereafter for the full statutory period.

2.7.6 All property taxes and assessments attributable to the Property shall have been paid by Seller before delinquency (or paid at Closing) and shall be current as of Close of Escrow.

2.7.7 Buyer shall have approved Escrow Holder's estimated closing statement.

2.7.8 Buyer shall have determined that the Property is suitable for Buyer's intended use and development, as described in Section 4 below.

2.8 Seller's Conditions Precedent to Close of Escrow. Close of Escrow and Seller's obligation to convey the Property are subject to the satisfaction of the following conditions for Seller's benefit (or Seller's written waiver thereof) on or prior to the Closing Date:

2.8.1 Buyer shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

2.8.2 Buyer shall have completed in a timely manner all of its obligations which are to be completed prior to the Close of Escrow as provided in this Agreement.

2.8.3 All representations and warranties of Buyer shall be true as of the Effective Date and as of Close of Escrow and shall continue for the full statutory period.

2.8.4 Seller shall have approved Escrow Holder's estimated closing statement.

2.9 Buyer's Payments and Documents. Not less than one (1) business day prior to Closing, Buyer shall pay or tender (as applicable) to Escrow Holder the following funds and documents (in recordable form, as necessary):

2.9.1 The Purchase Price;

2.9.2 Funds required to pay the Closing Costs payable by Buyer pursuant to Section 2.4 herein;

2.9.3 A Certificate of Acceptance, accepting Grant Deed and consenting to recording of same ("**Certificate of Acceptance**").

2.9.4 Preliminary Change of Ownership and Documentary Transfer Tax Affidavit forms; and

2.9.5 Such other documents and funds as may be required of Buyer under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

2.10 Seller's Payments and Documents. Not less than one (1) business day prior to Closing, Seller shall pay or tender (as applicable) to Escrow Holder the following funds (which amounts may be offset against funds otherwise payable to Seller through Escrow) and documents (in recordable form, as necessary):

2.10.1 Funds required to pay any sales or brokerage commissions and finder's fees payable by Seller, with respect to the transaction which is the subject of this Agreement;

2.10.2 Real property taxes and assessments, as described in Section 2.5 above;

2.10.3 The fully-executed and acknowledged Grant Deed;

2.10.4 FIRPTA Certificate and California Form 593-C, using forms to be provided by Escrow Holder; and

2.10.5 Such other documents and funds required of Seller under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

2.11 Escrow Holder Responsibilities. Upon the Closing, Escrow Holder is authorized and instructed to:

2.11.1 Cause the satisfaction and removal of all exceptions to title to the Property representing monetary liens or encumbrances from funds otherwise payable to Seller at Close of Escrow, including, without limitation, property taxes and assessments. Before such payments or charges are made, Escrow Holder shall notify Seller of the sums necessary to satisfy and remove such monetary liens or encumbrances.

2.11.2 Pay and charge Buyer and Seller, respectively, for any fees, charges and costs payable under this Agreement, including, but not limited to, Sections 2.8 and 2.9 herein. Before such payments or charges are made, Escrow Holder shall notify Buyer and Seller of the fees, charges and costs necessary to clear title and close the Escrow.

2.11.3 Record the Grant Deed, with Certificate of Acceptance attached thereto, and any other instruments as appropriate, delivered through Escrow.

2.11.4 Disburse such other funds and deliver such other documents to the Parties entitled thereto.

2.11.5 Cause the Title Policy to be issued.

2.12 Notices. All communications from Escrow Holder to either Buyer or Seller shall be directed to the addresses and in the manner established in Section 8.1 herein.

2.13 Electronically Transmitted/Counterpart Documents. In the event Buyer or Seller utilizes electronically transmitted signed documents (e-mail or facsimile), the Parties hereby agree to accept and instruct Escrow Holder to rely upon such documents as if they bore original signatures. Buyer and Seller hereby acknowledge and agree to provide to Escrow Holder, within seventy-two (72) hours after transmission, such documents bearing the original signatures. Buyer and Seller further acknowledge and agree that electronically transmitted documents bearing non-original signatures will not be accepted for recording and that the Parties will provide originally executed documents to Escrow Holder for such purpose. Escrow Holder is authorized to utilize documents which have been signed by Buyer and Seller in counterparts.

### 3. TITLE.

3.1 Condition of Title; Title Policy. It is a condition to the Close of Escrow for Buyer's benefit that fee title to the Property and the right to possession of the Property conveyed to Buyer pursuant to this Agreement shall be subject only to the Permitted Exceptions (defined

below), as evidenced by the receipt by Escrow Holder of an irrevocable commitment from Stewart Title (“**Title Company**”) to issue to Buyer upon Close of Escrow its ALTA Standard Owner’s Form Policy of Title Insurance (“**Title Policy**”) with coverage in an amount equal to the Purchase Price. The Parties shall cause the Title Company to issue the Title Policy to Buyer upon Close of Escrow.

3.2 Permitted Exceptions. The term “**Permitted Exceptions**” as used herein shall mean the following conditions and exceptions to title or possession:

3.2.1 A lien to secure payment of general and special real property taxes and assessments, not delinquent.

3.2.2 A lien of supplemental taxes assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code accruing on or after the Close of Escrow.

3.2.3 Matters affecting the condition of title created by or with the consent of Buyer.

3.2.4 Other exceptions to title disclosed by the Title Report (defined below) which have been approved in writing by Buyer prior to the Close of Escrow.

Notwithstanding any other provision(s) in this Agreement, any exceptions to title to the Property representing monetary liens or encumbrances are hereby disapproved and deemed a Disapproved Matter (defined below), and Escrow Holder is hereby authorized and instructed to cause at Close of Escrow the satisfaction and removal of any such monetary exceptions from funds otherwise payable to Seller at Close of Escrow.

3.3 Preliminary Title Report. If Buyer has not already obtained the same prior to the execution of this Agreement, promptly following the Opening Date, Escrow Holder will obtain from the Title Company and provide to the Parties a current preliminary title report and legible copies of all title exceptions listed therein (collectively the “**Title Report**”). Within fifteen (15) days following Buyer’s receipt of the Title Report, Buyer will notify Seller and Escrow Holder in writing of any objections to the status of title as disclosed by the Title Report. Any title matters disapproved by Buyer will constitute “**Disapproved Matters**” which Seller will cause to be removed as title exceptions on or before Close of Escrow. Those title exceptions not constituting Disapproved Matters will be deemed Permitted Exceptions. Any failure by Buyer to timely provide a written notice regarding Permitted Exceptions and Disapproved Matters will be deemed a determination by Buyer that all title exceptions listed on the Title Report are Disapproved Matters.

#### 4. SUITABILITY AND CONDITION OF PROPERTY.

4.1 Determination of Suitability. Buyer is acquiring the Property for the purposes described in Recital B above. Buyer’s obligation to purchase the Property is subject to Buyer’s determination, in its sole discretion, that the Property is suitable for such use. Buyer’s

election to close Escrow and acquire title to the Property will constitute and be evidence of Buyer's determination regarding the suitability of the Property for such purposes. In the event Buyer determines the Property is not suitable for such purposes, Buyer may terminate this Agreement as provided in Section 6.1 below.

4.2 Environmental Due Diligence. Buyer may elect to obtain a Phase I Environmental Assessment ("**Phase I**") of the Property and, if recommended by Buyer's environmental consultants, a Phase II Environmental Assessment ("**Phase II**"). Upon forty-eight (48) hours prior written notice, Buyer, its agents and consultants, may have access to the Property in order to conduct the Phase I (and, if required, Phase II). Buyer will be responsible to repair any damage caused by invasive testing. Subject to the requirement of forty-eight (48) hours prior notice to Seller, Buyer and its consultants may conduct such other inspections of the Property as Buyer may desire or deem appropriate, in Buyer's sole discretion, to determine the suitability of the Property for Buyer's intended use.

4.3 Right of Entry. Buyer, its agents and consultants, will have a right of entry to the Property in order to conduct any testing and inspections, as described in Section 4.2 above. Buyer will defend, indemnify and hold Seller free and harmless from and against any and all claims, damages and liabilities with respect to Buyer's exercise of this right of entry and will keep the Property free from mechanics lien claims. Buyer maintains and will continue to maintain adequate public liability insurance coverage throughout the term of this Agreement. Buyer's indemnity obligations as set forth herein will survive termination of this Agreement.

## 5. SELLER'S ACKNOWLEDGMENT AND GENERAL RELEASE.

5.1 Full Satisfaction. Seller acknowledges that, in accordance with applicable provisions of California law, Seller may otherwise be entitled to the payment of relocation expenses, compensation for loss of goodwill, just compensation, inverse condemnation, unlawful pre-condemnation conduct, and other benefits and claims other than those expressly provided for in this Agreement (collectively, "**Claims**") in connection with Buyer's acquisition of the Property. Seller, on behalf of itself and its heirs, executors, administrators, successors and assigns, acknowledges that Buyer's performance under this Agreement constitutes full and complete satisfaction of Buyer's obligations to Seller as with respect to those Claims.

5.2 Waivers and Releases. Seller hereby waives, to the maximum legal extent, any and all Claims, remedies and causes of action for damages, liabilities, losses or injuries related to Buyer's acquisition of the Property, whether known or unknown, foreseeable or unforeseeable. The Parties hereto agree that this Agreement is being entered into in order to avoid litigation and in lieu of Buyer's exercise of its eminent domain authority and shall not, in any manner, be construed as an admission of the fair market value of the Property, or of any liability by any party to this Agreement. Seller, on behalf of itself and its heirs, executors, administrators, successors and assigns, hereby fully releases Buyer, its successors, agents, representatives and assigns, and all other persons and associations, known and unknown, from all Claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of Buyer's purchase of the Property or any preliminary steps thereto.

5.3 California Civil Code Section 1542. Seller hereby acknowledges that it has either consulted with legal counsel, or had an opportunity to consult with legal counsel, regarding, the provisions of California Civil Code Section 1542, which provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Seller acknowledges that with respect to the sale of the Property to Buyer, Seller may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained, may give rise to additional damage, loss, costs or expenses in the future. Nevertheless, Seller hereby acknowledges, represents and warrants that this Agreement has been negotiated and agreed upon in light of that situation, and hereby waives, to the maximum legal extent, any rights accruing to it under Section 1542 or other statute or judicial decision of similar effect. **Seller does not by this waiver waive its rights with respect to a default by Buyer under this Agreement or other provisions for Seller’s benefit as described herein.**

  
Seller’s Initials

This acknowledgment and release shall survive the Close of Escrow.

6. TERMINATION, DEFAULTS AND REMEDIES.

6.1 Exercise of Rights to Terminate. If Buyer elects to exercise its rights to terminate this Agreement and the Escrow as provided in Sections 4.1, 6.4, or 8.16 herein or pursuant to any Addendum attached hereto, Buyer may do so by giving written notice of such termination to Seller and Escrow Holder prior to the Close of Escrow. If Seller elects to exercise its rights to terminate this Agreement and the Escrow as provided in Section 6.2 herein, Seller may do so by giving written notice of such termination to Buyer and Escrow Holder prior to the Close of Escrow. In the event of a termination by Buyer pursuant to Sections 6.1 or 8.16, Buyer shall be responsible for payment of any termination fees or charges to Escrow Holder and the Title Company (“**Termination Costs**”). Upon such termination, all other obligations and liabilities of the Parties under this Agreement that do not specifically survive termination shall cease and terminate.

6.2 Buyer’s Breach. If Buyer materially defaults on its obligation to perform under this Agreement and fails to cure such default within a reasonable period of time following written notice from Seller, then Seller, as its sole and exclusive remedy, may terminate this Agreement and the Escrow by written notice to Buyer and Escrow Holder. In such event, Buyer shall pay all Termination Costs and shall be liable for payment of liquidated damages, as set forth below. Upon such termination, all obligations and liabilities of the Parties under this Agreement that do not specifically survive termination shall cease and terminate.

6.3 Liquidated Damages. In the event of a material default by Buyer under this Agreement and election by Seller as set forth above to terminate this Agreement, the Parties agree that it would be impractical or extremely difficult to fix the actual damages to Seller. The Parties hereby agree that a reasonable estimate of such damages is an amount equal to FIFTY SIX DOLLARS (\$56.00), and in the event of Buyer's default under this Agreement and resulting termination by Seller, such amount shall be deemed fully agreed liquidated damages, all other remedies herein being expressly waived by Seller.

Seller's Initials: 

Buyer's Initials: \_\_\_\_\_

6.4 Seller's Breach. In the event Seller breaches any obligation hereunder which Seller is to perform prior to the Close of Escrow, and fails to cure such breach within a reasonable period of time following written notice from Buyer, then, in addition to pursuing any other rights or remedies which Buyer may have at law or in equity, Buyer may, at Buyer's option, (i) terminate this Agreement and the Escrow by giving written notice of such termination to Seller and Escrow Holder; or (ii) initiate an action for specific performance of this Agreement. Should Buyer elect to terminate this Agreement and the Escrow as provided herein, Seller shall pay all Termination Costs, and upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting for Seller's obligation to pay Termination Costs as provided herein, shall cease and terminate.

## 7. REPRESENTATIONS AND WARRANTIES.

7.1 Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer that the following statements are true and correct as of the Effective Date, and shall be true and correct as of Close of Escrow, and the truth and accuracy of such statements shall constitute a condition precedent to all of Buyer's obligations under this Agreement:

7.1.1 Authority. Seller has full power and authority to sell and convey the Property to Buyer and to perform its obligations pursuant to this Agreement. This Agreement and all other documents delivered by Seller to Buyer now or at Close of Escrow have been or will be duly executed and delivered by Seller and are or will be legal, valid and binding obligations of Seller, sufficient to convey title to the Property to Buyer and are enforceable in accordance with their respective terms.

7.1.2 No Unrecorded Possessory Interests; No Agreements or Undertakings. To Seller's current actual knowledge, there are no agreements for occupancy in effect for the Property and no unrecorded possessory interests or unrecorded agreements that would adversely affect Buyer's title to or use of the Property. Seller will not enter into any agreements or undertake any obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of Buyer, including, without limitation, any agreements for occupancy for the Property.

7.1.3 Hazardous Materials. Seller is aware of its obligation under California Health and Safety Code Section 25359.7 to disclose information to Buyer regarding the

environmental status of the Property. Seller warrants to Buyer that to the best of Seller's knowledge, the Property and any contiguous real property owned by Seller is not in violation of any federal, state or local statute, regulation or ordinance relating to industrial hygiene or to environmental conditions on, under or about the Property, including, without limitation, soil and groundwater conditions underlying the Property which could affect the Property or its use or development. Neither Seller nor, to the best of Seller's knowledge, any other person or predecessor in interest has used, generated, manufactured, stored or disposed of on, under or about the Property or transported to or from the Property any "Hazardous Materials" as defined in any state, federal or local statute, ordinances, rules or regulation applicable to the Property, including without limitation any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious materials, substances or related materials or substances.

7.1.4 Litigation. There are no claims, actions, suits or proceedings continuing, pending or threatened against or affecting Seller or the Property, or involving the validity or enforceability of this Agreement or of any other documents or instruments to be delivered by Seller at Close of Escrow, at law or in equity, or before or by any federal, state, municipal or other governmental department, board, commission, bureau, or instrumentality. Seller is not subject to or in default under any notice, order, writ, injunction, decree or demand of any court or any governmental department, board, commission, bureau, or instrumentality.

7.1.5 No Breach. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not violate or result in any breach of or constitute a default under or conflict with or cause any acceleration of any obligation with respect to any provision or restriction of any lien, lease, agreement, contract, instrument, or, according to Seller's knowledge, any order, judgment, award, decree, statute, regulation or ordinance, or any other restriction of any kind or character to which Seller is a party or by which Seller or the Property are bound.

7.1.6 No Condemnation or Other Proceedings. Seller is unaware of any contemplated condemnation of the Property or any portion thereof by any other public entity.

7.2 Buyer's Representations and Warranties. Buyer warrants and represents to Seller that the following statements are true and correct as of the Effective Date and shall be true and correct as of Close of Escrow and the truth and accuracy of such statements shall constitute a condition precedent to all of Seller's obligations under this Agreement:

7.2.1 Organization. Buyer is duly organized, validly existing and in good standing under the laws of the State of California.

7.2.2 Authority. Subject to compliance with the provisions of Section 8.16 below, (a) Buyer has the full power and authority to enter into and perform under this Agreement; (b) subject to the satisfaction of all Closing conditions, the documents to be executed by Buyer pursuant to this Agreement and consummation of the transaction described herein will be fully authorized by Buyer; and (c) the persons executing this Agreement and the documents to be executed by Buyer hereunder, have the legal power, right and authority to bind Buyer to the terms and conditions of this Agreement and those documents.

7.3 Survival of Representations and Warranties. The covenants, representations and warranties of Seller and Buyer under this Agreement shall be true on and as of the Close of Escrow and shall survive the recordation of the Grant Deed and the Close of Escrow. Seller and Buyer shall defend, indemnify and hold each other harmless from and against any and all claims, liabilities, obligations, losses, damages, costs and expenses, including, without limitation, reasonable attorney's fees, court costs and litigation expenses, which the other may reasonably incur or sustain by reason of or in connection with any misrepresentation made by Seller pursuant to this Article 7.

8. MISCELLANEOUS.

8.1 Notices and Demands. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by facsimile transmission with confirmation of receipt, or (iv) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party to whom the notice is given at the addresses provided below, subject to the right of any Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery, facsimile transmission or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To Buyer: Coachella Valley Water District  
Attn: General Manager  
75515 Hovley Lane East  
Palm Desert, CA 92211  
Telephone: (760) 398-2651  
Facsimile: (760) 398-3711  
e-mail: [cvwdmail@cvwd.org](mailto:cvwdmail@cvwd.org)

With Copy to: Best Best & Krieger LLP  
Attn: Jeff Ferre, Esq.  
3390 University Avenue, 5<sup>th</sup> Floor  
Riverside, CA 92501  
Telephone: (951) 826-8271  
e-mail: [jeff.ferre@bbklaw.com](mailto:jeff.ferre@bbklaw.com)

To Sellers: James Bercaw & Kenneth Bercaw  
340 West 80th Place  
Los Angeles, CA 90045  
Telephone: (310) 823-1995  
Facsimile: \_\_\_\_\_  
e-mail: [jim\\_jim@hotmail.com](mailto:jim_jim@hotmail.com)

Gilbert & Kathleen Aldous  
27753 Wakefield Rd.  
Castiac, CA 91384  
Telephone: (661) 803-5561  
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William B. Stewart & Theresa Stewart  
30021 Saddleridge Dr.  
San Juan Capistrano, CA 92675  
Telephone: (949) 702-2543  
Facsimile: \_\_\_\_\_  
e-mail: [mrwilliam.stewart@yahoo.com](mailto:mrwilliam.stewart@yahoo.com)

To Title Company: Stewart Title of California, Inc.  
Attn: Tamara Castro, Escrow Officer  
73020 El Paseo, Ste 103  
Palm Desert, CA 92260  
Telephone: (760) 568-1874  
Facsimile: (760) 771-5854  
e-mail: [tcastro@stewart.com](mailto:tcastro@stewart.com)

8.2 Mutual Indemnification. Buyer agrees to defend, indemnify and hold Seller free and harmless from and against any and all claims, damages and liabilities related to Buyer's use of the Property and arising from facts and circumstances occurring following Close of Escrow. Seller agrees to defend, indemnify and hold Buyer free and harmless from and against any and all claims, damages and liabilities related to Seller's use of the Property and arising from facts and circumstances occurring prior to Close of Escrow. The indemnity obligations described above will be for the benefit of and binding upon the Parties, their successors and assigns, officers, employees and representatives and will survive Close of Escrow and the recordation of the Grant Deed.

8.3 Possession. Buyer shall be entitled to sole possession of the Property immediately upon Close of Escrow. All risk of loss or damage to the Property will pass from the Seller to the Buyer at the Close of Escrow.

8.4 Brokers and Sales Commissions. Buyer has not used the services of any person or entity entitled to a real estate brokerage commission or finder's fee in connection with this transaction. Seller has used the services of N/A ("**Seller's Broker**"). Seller shall be solely responsible for payment of any commission or other compensation to Seller's Broker. Seller shall deposit with Escrow Holder or allow its proceeds at Closing to be debited in an amount sufficient to satisfy all brokerage commissions/finder's fees for which it may have become obligated. Seller and Buyer shall each indemnify, protect, defend and hold harmless the other Party and its successors hereunder from and against any and all claims, liabilities, obligations, losses, damages, costs and expenses, including, without limitation, reasonable attorney's fees, court costs and

litigation expenses, arising from or in connection with any sales or brokerage commissions, finder's fees or other commissions which are (or are claimed to be) payable in connection with the transaction which is the subject of this Agreement by reason of the actions (or alleged actions) of such indemnifying Party.

8.5 Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the recordation of the Grant Deed and the Close of Escrow.

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

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

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

8.9 Applicable Law. All questions with respect to this Agreement, and the rights and liabilities of the Parties and venue hereto, shall be governed by the laws of the State of California. Any and all legal actions sought to enforce the terms and provisions of the Agreement shall be brought in the courts of the County of Riverside.

8.10 Assignment. Neither Party shall have the right to assign this Agreement or any right or obligation hereunder without the prior written consent of the other Party, which consent may be given or withheld in the sole discretion of such other Party.

8.11 Successors and Assigns. Subject to the provisions of Section 8.10 above, this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

8.12 Construction. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had an equal opportunity to participate in the drafting thereof. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

8.13 Legal Fees. Each Party shall be responsible for payment of its own attorney's fees with respect to the negotiation and preparation of this Agreement and processing

of the escrow. In the event of the bringing of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing Party in such action or proceeding, whether by final judgment or out of court settlement, shall be entitled to have and recover of and from the other Party all costs and expenses of suit, including actual attorney's fees.

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

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

8.16 Ratification. If authorization of the transaction described herein has not occurred prior to the date of this Agreement, Buyer's obligation to accept title to the Property and pay the Purchase Price as provided herein will be subject to the approval and ratification of this Agreement by Buyer's governing body on or before the Closing Date. In the event Buyer's governing body fails to ratify this Agreement prior to the Closing Date, Buyer may terminate this Agreement and the Escrow as provided in Section 6.1 herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below next to their respective signatures.

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

BUYER:

COACHELLA VALLEY WATER DISTRICT, a public agency of the State of California

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

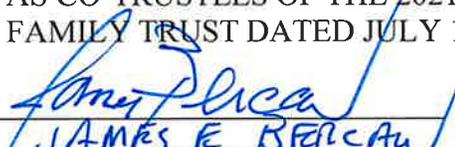
Name: J. M. Barrett \_\_\_\_\_

Its: General Manager \_\_\_\_\_

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

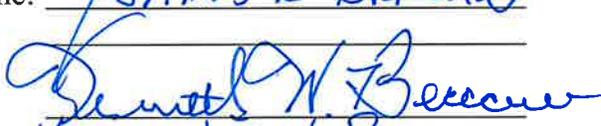
SELLERS:

JAMES E. BERCAW, SUCESSOR TRUSTEE OF THE MARGARET M. BERCAW 2003 TRUST DATED AUGUST 4, 2003, AND JAMES E. BERCAW, KENNETH W. BERCAW, KATHLEEN A. ALDOUS, AND WILLIAM B. STEWART AND THERESA R. STEWART, TRUSTEES OF THE STEWART FAMILY TRUST DATED NOVEMBER 16, 2005, AND KATHLEEN A. ALDOUS AND GILBERT L. ALDOUS AS CO-TRUSTEES OF THE 2021 ALDOUS FAMILY TRUST DATED JULY 16, 2021,

By: 

Name: JAMES E BERCAU

Its: \_\_\_\_\_

By: 

Name: Kenneth W. Bercau

Its: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

**LIST OF EXHIBITS**

- EXHIBIT "A"        -        LEGAL DESCRIPTION OF PROPERTY**
- EXHIBIT "B"        -        GRANT DEED**

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

That certain real property located in the City of Cathedral City, Riverside County, California, described as follows:

[Legal Description subject to revision based on Preliminary Title Report]

APN: 660-320-002

Government Lot 29 in fractional Section 32, Township 2 South, Range 5 East, San Bernardino Base and Meridian, as shown by the Official Plat thereof.

Excepting therefrom all oil, gas and other mineral deposits, together with the right to prospect for, mine, and remove the same, as reserved in the Patent from the United States filed for record January 28, 1960 as Instrument No. 7932, of Official Records.

Also excepting therefrom, the right of way of the Southern Pacific Railroad Company across said property.

Also excepting therefrom that portion of said land as described in that Final Order of Condemnation to the Coachella Valley County Water District recorded October 18, 1972 as Instrument No. 139413, and recorded in Amended Final Order of Condemnation recorded November 17, 1972 as Instrument No. 154451, both of Official Records.

**EXHIBIT "B"**  
**GRANT DEED**

[Attached]

**RECORDING REQUESTED BY**

WHEN RECORDED RETURN TO:

COACHELLA VALLEY WATER DISTRICT  
75515 Hovley Lane East  
Palm Desert, CA 92211  
Attn: Right-of-Way

**FREE RECORDING:**

This instrument is for the benefit of Coachella Valley Water District, and is entitled to be recorded without fee or tax. (Govt. Code 6103, 27383 and Rev. & Tax Code 11922)

APN: 660-320-002

Space above this line is for Recorders Use)

FILE: 0110.06

TRA: 019-000

SW0001

DTT: -0-

0655.

**GRANT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, JAMES E. BERCAW, SUCESSOR TRUSTEE OF THE MARGARET M. BERCAW 2003 TRUST DATED AUGUST 4, 2003, AND JAMES E. BERCAW, KENNETH W. BERCAW, KATHLEEN A. ALDOUS, AND WILLIAM B. STEWART AND THERESA R. STEWART, TRUSTEES OF THE STEWART FAMILY TRUST DATED NOVEMBER 16, 2005, AND KATHLEEN A. ALDOUS AND GILBERT L. ALDOUS AS CO-TRUSTEES OF THE 2021 ALDOUS FAMILY TRUST DATED JULY 16, 2021, ("**Grantors**"), hereby grant to **COACHELLA VALLEY WATER DISTRICT, a public agency of the State of California** ("**Grantee**"), the following described real property (the "**Property**") situated in the County of Riverside, State of California, as described in **Exhibit "1"** attached hereto.

IN WITNESS WHEREOF, Grantor has caused its name to be affixed hereto and this instrument to be executed by its duly authorized officer.

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

GRANTORS:

JAMES E. BERCAW, SUCESSOR  
TRUSTEE OF THE MARGARET M.  
BERCAW 2003 TRUST DATED AUGUST  
4, 2003, AND JAMES E. BERCAW,  
KENNETH W. BERCAW, KATHLEEN A.  
ALDOUS, AND WILLIAM B. STEWART  
AND THERESA R. STEWART,  
TRUSTEES OF THE STEWART FAMILY  
TRUST DATED NOVEMBER 16, 2005,

AND KATHLEEN A. ALDOUS AND  
GILBERT L. ALDOUS AS CO-TRUSTEES  
OF THE 2021 ALDOUS FAMILY TRUST  
DATED JULY 16, 2021,

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

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA                    )

COUNTY OF \_\_\_\_\_)

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

I certify under penalty of perjury under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

EXHIBIT "1" TO GRANT DEED

LEGAL DESCRIPTION

That certain real property located in the City of Cathedral City, Riverside County, California, described as follows:

[Legal Description subject to revision based on Preliminary Title Report]

APN: 660-320-002

Government Lot 29 in fractional Section 32, Township 2 South, Range 5 East, San Bernardino Base and Meridian, as shown by the Official Plat thereof.

Excepting therefrom all oil, gas and other mineral deposits, together with the right to prospect for, mine, and remove the same, as reserved in the Patent from the United States filed for record January 28, 1960 as Instrument No. 7932, of Official Records.

Also excepting therefrom, the right of way of the Southern Pacific Railroad Company across said property.

Also excepting therefrom that portion of said land as described in that Final Order of Condemnation to the Coachella Valley County Water District recorded October 18, 1972 as Instrument No. 139413, and recorded in Amended Final Order of Condemnation recorded November 17, 1972 as Instrument No. 154451, both of Official Records.

**PURCHASE AND SALE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**

Stewart Title of California, Inc.  
73020 El Paseo, Ste 103  
Palm Desert, CA 92260  
Attention: Tamara Castro, Escrow Officer  
("Escrow Holder")

Escrow No: \_\_\_\_\_

Title Order No.: 2152638

This PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between COACHELLA VALLEY WATER DISTRICT, a public agency of the State of California ("Buyer"), and JAMES E. BERCAW, SUCCESSION TRUSTEE OF THE MARGARET M. BERCAW 2003 TRUST DATED AUGUST 4, 2003, AND JAMES E. BERCAW, KENNETH W. BERCAW, KATHLEEN A. ALDOUS, AND WILLIAM B. STEWART AND THERESA R. STEWART, TRUSTEES OF THE STEWART FAMILY TRUST DATED NOVEMBER 16, 2005, AND KATHLEEN A. ALDOUS AND GILBERT L. ALDOUS AS CO-TRUSTEES OF THE 2021 ALDOUS FAMILY TRUST DATED JULY 16, 2021, (collectively "Sellers"). Buyer and Seller are sometimes individually referred to herein as "Party" and collectively as "Parties."

RECITALS

A. Seller is the owner in fee of certain real property designated as Assessor Parcel Number 660-320-002, in the County of Riverside, State of California ("Property"), as more fully described in **Exhibit "A"** attached hereto and incorporated herein by reference. Reference herein to the "Property" shall include all of Seller's right, title and interest in and to any and all improvements, fixtures, rights-of-way, utility rights, entitlements, claims or other benefits in any way connected with the Property.

B. Buyer desires to purchase the Property from Seller in connection with such public purpose, specifically including the construction of the North Cathedral City Regional Stormwater Project on the Property ("Project"). Seller desires to sell the Property to Buyer, upon the terms and provisions set forth herein.

NOW, THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, the Parties hereto agree as follows:

TERMS

1. PURCHASE AND SALE.

1.1 Property. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, upon the terms and conditions set forth herein.

1.2 Purchase Price. The total purchase price for the Property is TWO THOUSAND EIGHT HUNDRED DOLLARS (\$2,800.00) ("Purchase Price"),

which includes, without limitation, full payment of just compensation, claims for inverse condemnation or unreasonable precondemnation conduct, attorneys' fees, costs and interest in complete settlement of all claims (known and unknown), causes of action and demands of Seller against the Buyer because of Buyer's purchase of the Property, and for any and all claims (known and unknown) arising from or relating to the purchase and sale which is the subject of this Agreement.

1.3 Payment of Purchase Price. At Close of Escrow (defined below), Buyer shall pay the Purchase Price to Seller through escrow in cash, by cashier's or certified check or by wire transfer.

## 2. ESCROW.

2.1 Opening of Escrow. Within five (5) business days following the date upon which this Agreement is executed by the final party executing the same ("**Effective Date**"), Seller and Buyer shall open an escrow ("**Escrow**") for the conveyance of the Property with Stewart Title ("**Escrow Holder**"). Escrow shall be deemed open on the date Escrow Holder shall have received a copy of this Agreement, fully executed by the Parties ("**Opening of Escrow**"). Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened ("**Opening Date**").

2.2 Escrow Instructions. This Agreement constitutes the joint instructions of Buyer and Seller to Escrow Holder for the conveyance of the Property. Buyer and Seller shall execute, deliver and be bound by any reasonable or customary supplemental or additional escrow instructions ("**Additional Instructions**") of Escrow Holder or other instruments as may be reasonably required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. In the event of any conflict or any inconsistency between this Agreement and such Additional Instructions, this Agreement shall govern unless otherwise specifically agreed to in writing by the Parties.

2.3 Close of Escrow. Recordation of the Grant Deed conveying title to the Property from Seller to Buyer ("**Grant Deed**" – in substantially the same form as attached hereto as Exhibit "B") and disbursement of funds and distribution of other documents by Escrow Holder as described herein shall constitute "**Close of Escrow**" or "**Closing**" and the date thereof shall be the "**Closing Date.**" Close of Escrow shall occur thirty (30) days following the Opening Date, provided that Seller and Buyer may, but shall not be obligated to, close the Escrow upon such earlier date as may be agreed upon by them in writing. Buyer and Seller may agree to change the Closing Date by joint written notice to Escrow Holder. Closing shall be conditioned upon satisfaction, or waiver by the Party for whose benefit the condition exists, of all conditions precedent thereto.

2.4 Costs of Escrow. Buyer shall pay all costs of the Title Policy (defined below), and all Escrow fees and normal closing costs attributable to the conveyance of the Property (collectively "**Closing Costs**"). Due to Buyer's status as a public agency, no recording fees will be payable (pursuant to Government Code Section 27383) and no documentary transfer tax will be payable (pursuant to Revenue & Taxation Code Section 11922). Seller shall be responsible for payment of any administrative fees required in order to obtain the release of mortgages, deeds of trust or other monetary liens and encumbrances affecting the Property. Escrow Holder shall

provide an estimated closing statement to Buyer and Seller at least three (3) days prior to the Closing Date. Each Party shall be responsible for payment of its own attorneys' fees with respect to the negotiation and preparation of this Agreement

2.5 Property Taxes and Assessments. Seller shall timely pay all real property taxes and assessments allocable to the Property accruing prior to Close of Escrow. Because Buyer is a public agency to which real property taxes do not apply, no proration of real property taxes will be made through Escrow. Seller will have the right to file for and receive a refund of general and special real property taxes and assessments previously paid by or on behalf of Seller with regard to the Property, which become refundable due to Buyer's status as a public agency. Buyer will cooperate reasonably with Seller's efforts to obtain any such refund.

2.6 Real property taxes and assessments will be current and prorated by Escrow Holder as of the Closing Date.

2.7 Buyer's Conditions Precedent to Close of Escrow. Close of Escrow and Buyer's obligation to accept title to the Property and pay the Purchase Price are subject to the satisfaction of the following conditions for Buyer's benefit (or Buyer's written waiver thereof), on or prior to the Closing Date:

2.7.1 Ratification of this Agreement by Buyer's governing body as set forth in more detail in Section 8.16 herein.

2.7.2 Seller shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

2.7.3 Seller shall have completed in a timely manner all of its obligations that are to be completed prior to the Close of Escrow as provided in this Agreement.

2.7.4 Escrow Holder shall have received an irrevocable commitment from the Title Company to issue the Title Policy (defined below), subject only to the Permitted Exceptions, as described in Section 3.2 below.

2.7.5 All representations and warranties of Seller shall be true as of the Effective Date and as of Close of Escrow and shall continue thereafter for the full statutory period.

2.7.6 All property taxes and assessments attributable to the Property shall have been paid by Seller before delinquency (or paid at Closing) and shall be current as of Close of Escrow.

2.7.7 Buyer shall have approved Escrow Holder's estimated closing statement.

2.7.8 Buyer shall have determined that the Property is suitable for Buyer's intended use and development, as described in Section 4 below.

2.8 Seller's Conditions Precedent to Close of Escrow. Close of Escrow and Seller's obligation to convey the Property are subject to the satisfaction of the following conditions for Seller's benefit (or Seller's written waiver thereof) on or prior to the Closing Date:

2.8.1 Buyer shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

2.8.2 Buyer shall have completed in a timely manner all of its obligations which are to be completed prior to the Close of Escrow as provided in this Agreement.

2.8.3 All representations and warranties of Buyer shall be true as of the Effective Date and as of Close of Escrow and shall continue for the full statutory period.

2.8.4 Seller shall have approved Escrow Holder's estimated closing statement.

2.9 Buyer's Payments and Documents. Not less than one (1) business day prior to Closing, Buyer shall pay or tender (as applicable) to Escrow Holder the following funds and documents (in recordable form, as necessary):

2.9.1 The Purchase Price;

2.9.2 Funds required to pay the Closing Costs payable by Buyer pursuant to Section 2.4 herein;

2.9.3 A Certificate of Acceptance, accepting Grant Deed and consenting to recording of same ("**Certificate of Acceptance**").

2.9.4 Preliminary Change of Ownership and Documentary Transfer Tax Affidavit forms; and

2.9.5 Such other documents and funds as may be required of Buyer under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

2.10 Seller's Payments and Documents. Not less than one (1) business day prior to Closing, Seller shall pay or tender (as applicable) to Escrow Holder the following funds (which amounts may be offset against funds otherwise payable to Seller through Escrow) and documents (in recordable form, as necessary):

2.10.1 Funds required to pay any sales or brokerage commissions and finder's fees payable by Seller, with respect to the transaction which is the subject of this Agreement;

2.10.2 Real property taxes and assessments, as described in Section 2.5 above;

2.10.3 The fully-executed and acknowledged Grant Deed;

2.10.4 FIRPTA Certificate and California Form 593-C, using forms to be provided by Escrow Holder; and

2.10.5 Such other documents and funds required of Seller under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

2.11 Escrow Holder Responsibilities. Upon the Closing, Escrow Holder is authorized and instructed to:

2.11.1 Cause the satisfaction and removal of all exceptions to title to the Property representing monetary liens or encumbrances from funds otherwise payable to Seller at Close of Escrow, including, without limitation, property taxes and assessments. Before such payments or charges are made, Escrow Holder shall notify Seller of the sums necessary to satisfy and remove such monetary liens or encumbrances.

2.11.2 Pay and charge Buyer and Seller, respectively, for any fees, charges and costs payable under this Agreement, including, but not limited to, Sections 2.8 and 2.9 herein. Before such payments or charges are made, Escrow Holder shall notify Buyer and Seller of the fees, charges and costs necessary to clear title and close the Escrow.

2.11.3 Record the Grant Deed, with Certificate of Acceptance attached thereto, and any other instruments as appropriate, delivered through Escrow.

2.11.4 Disburse such other funds and deliver such other documents to the Parties entitled thereto.

2.11.5 Cause the Title Policy to be issued.

2.12 Notices. All communications from Escrow Holder to either Buyer or Seller shall be directed to the addresses and in the manner established in Section 8.1 herein.

2.13 Electronically Transmitted/Counterpart Documents. In the event Buyer or Seller utilizes electronically transmitted signed documents (e-mail or facsimile), the Parties hereby agree to accept and instruct Escrow Holder to rely upon such documents as if they bore original signatures. Buyer and Seller hereby acknowledge and agree to provide to Escrow Holder, within seventy-two (72) hours after transmission, such documents bearing the original signatures. Buyer and Seller further acknowledge and agree that electronically transmitted documents bearing non-original signatures will not be accepted for recording and that the Parties will provide originally executed documents to Escrow Holder for such purpose. Escrow Holder is authorized to utilize documents which have been signed by Buyer and Seller in counterparts.

### 3. TITLE.

3.1 Condition of Title; Title Policy. It is a condition to the Close of Escrow for Buyer's benefit that fee title to the Property and the right to possession of the Property conveyed to Buyer pursuant to this Agreement shall be subject only to the Permitted Exceptions (defined

below), as evidenced by the receipt by Escrow Holder of an irrevocable commitment from Stewart Title (“**Title Company**”) to issue to Buyer upon Close of Escrow its ALTA Standard Owner’s Form Policy of Title Insurance (“**Title Policy**”) with coverage in an amount equal to the Purchase Price. The Parties shall cause the Title Company to issue the Title Policy to Buyer upon Close of Escrow.

3.2 Permitted Exceptions. The term “**Permitted Exceptions**” as used herein shall mean the following conditions and exceptions to title or possession:

3.2.1 A lien to secure payment of general and special real property taxes and assessments, not delinquent.

3.2.2 A lien of supplemental taxes assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code accruing on or after the Close of Escrow.

3.2.3 Matters affecting the condition of title created by or with the consent of Buyer.

3.2.4 Other exceptions to title disclosed by the Title Report (defined below) which have been approved in writing by Buyer prior to the Close of Escrow.

Notwithstanding any other provision(s) in this Agreement, any exceptions to title to the Property representing monetary liens or encumbrances are hereby disapproved and deemed a Disapproved Matter (defined below), and Escrow Holder is hereby authorized and instructed to cause at Close of Escrow the satisfaction and removal of any such monetary exceptions from funds otherwise payable to Seller at Close of Escrow.

3.3 Preliminary Title Report. If Buyer has not already obtained the same prior to the execution of this Agreement, promptly following the Opening Date, Escrow Holder will obtain from the Title Company and provide to the Parties a current preliminary title report and legible copies of all title exceptions listed therein (collectively the “**Title Report**”). Within fifteen (15) days following Buyer’s receipt of the Title Report, Buyer will notify Seller and Escrow Holder in writing of any objections to the status of title as disclosed by the Title Report. Any title matters disapproved by Buyer will constitute “**Disapproved Matters**” which Seller will cause to be removed as title exceptions on or before Close of Escrow. Those title exceptions not constituting Disapproved Matters will be deemed Permitted Exceptions. Any failure by Buyer to timely provide a written notice regarding Permitted Exceptions and Disapproved Matters will be deemed a determination by Buyer that all title exceptions listed on the Title Report are Disapproved Matters.

#### 4. SUITABILITY AND CONDITION OF PROPERTY.

4.1 Determination of Suitability. Buyer is acquiring the Property for the purposes described in Recital B above. Buyer’s obligation to purchase the Property is subject to Buyer’s determination, in its sole discretion, that the Property is suitable for such use. Buyer’s

election to close Escrow and acquire title to the Property will constitute and be evidence of Buyer's determination regarding the suitability of the Property for such purposes. In the event Buyer determines the Property is not suitable for such purposes, Buyer may terminate this Agreement as provided in Section 6.1 below.

4.2 Environmental Due Diligence. Buyer may elect to obtain a Phase I Environmental Assessment ("**Phase I**") of the Property and, if recommended by Buyer's environmental consultants, a Phase II Environmental Assessment ("**Phase II**"). Upon forty-eight (48) hours prior written notice, Buyer, its agents and consultants, may have access to the Property in order to conduct the Phase I (and, if required, Phase II). Buyer will be responsible to repair any damage caused by invasive testing. Subject to the requirement of forty-eight (48) hours prior notice to Seller, Buyer and its consultants may conduct such other inspections of the Property as Buyer may desire or deem appropriate, in Buyer's sole discretion, to determine the suitability of the Property for Buyer's intended use.

4.3 Right of Entry. Buyer, its agents and consultants, will have a right of entry to the Property in order to conduct any testing and inspections, as described in Section 4.2 above. Buyer will defend, indemnify and hold Seller free and harmless from and against any and all claims, damages and liabilities with respect to Buyer's exercise of this right of entry and will keep the Property free from mechanics lien claims. Buyer maintains and will continue to maintain adequate public liability insurance coverage throughout the term of this Agreement. Buyer's indemnity obligations as set forth herein will survive termination of this Agreement.

## 5. SELLER'S ACKNOWLEDGMENT AND GENERAL RELEASE.

5.1 Full Satisfaction. Seller acknowledges that, in accordance with applicable provisions of California law, Seller may otherwise be entitled to the payment of relocation expenses, compensation for loss of goodwill, just compensation, inverse condemnation, unlawful pre-condemnation conduct, and other benefits and claims other than those expressly provided for in this Agreement (collectively, "**Claims**") in connection with Buyer's acquisition of the Property. Seller, on behalf of itself and its heirs, executors, administrators, successors and assigns, acknowledges that Buyer's performance under this Agreement constitutes full and complete satisfaction of Buyer's obligations to Seller as with respect to those Claims.

5.2 Waivers and Releases. Seller hereby waives, to the maximum legal extent, any and all Claims, remedies and causes of action for damages, liabilities, losses or injuries related to Buyer's acquisition of the Property, whether known or unknown, foreseeable or unforeseeable. The Parties hereto agree that this Agreement is being entered into in order to avoid litigation and in lieu of Buyer's exercise of its eminent domain authority and shall not, in any manner, be construed as an admission of the fair market value of the Property, or of any liability by any party to this Agreement. Seller, on behalf of itself and its heirs, executors, administrators, successors and assigns, hereby fully releases Buyer, its successors, agents, representatives and assigns, and all other persons and associations, known and unknown, from all Claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of Buyer's purchase of the Property or any preliminary steps thereto.

5.3 California Civil Code Section 1542. Seller hereby acknowledges that it has either consulted with legal counsel, or had an opportunity to consult with legal counsel, regarding, the provisions of California Civil Code Section 1542, which provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Seller acknowledges that with respect to the sale of the Property to Buyer, Seller may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained, may give rise to additional damage, loss, costs or expenses in the future. Nevertheless, Seller hereby acknowledges, represents and warrants that this Agreement has been negotiated and agreed upon in light of that situation, and hereby waives, to the maximum legal extent, any rights accruing to it under Section 1542 or other statute or judicial decision of similar effect. **Seller does not by this waiver waive its rights with respect to a default by Buyer under this Agreement or other provisions for Seller’s benefit as described herein.**

  
Seller’s Initials

This acknowledgment and release shall survive the Close of Escrow.

6. TERMINATION, DEFAULTS AND REMEDIES.

6.1 Exercise of Rights to Terminate. If Buyer elects to exercise its rights to terminate this Agreement and the Escrow as provided in Sections 4.1, 6.4, or 8.16 herein or pursuant to any Addendum attached hereto, Buyer may do so by giving written notice of such termination to Seller and Escrow Holder prior to the Close of Escrow. If Seller elects to exercise its rights to terminate this Agreement and the Escrow as provided in Section 6.2 herein, Seller may do so by giving written notice of such termination to Buyer and Escrow Holder prior to the Close of Escrow. In the event of a termination by Buyer pursuant to Sections 6.1 or 8.16, Buyer shall be responsible for payment of any termination fees or charges to Escrow Holder and the Title Company (“**Termination Costs**”). Upon such termination, all other obligations and liabilities of the Parties under this Agreement that do not specifically survive termination shall cease and terminate.

6.2 Buyer’s Breach. If Buyer materially defaults on its obligation to perform under this Agreement and fails to cure such default within a reasonable period of time following written notice from Seller, then Seller, as its sole and exclusive remedy, may terminate this Agreement and the Escrow by written notice to Buyer and Escrow Holder. In such event, Buyer shall pay all Termination Costs and shall be liable for payment of liquidated damages, as set forth below. Upon such termination, all obligations and liabilities of the Parties under this Agreement that do not specifically survive termination shall cease and terminate.

6.3 Liquidated Damages. In the event of a material default by Buyer under this Agreement and election by Seller as set forth above to terminate this Agreement, the Parties agree that it would be impractical or extremely difficult to fix the actual damages to Seller. The Parties hereby agree that a reasonable estimate of such damages is an amount equal to FIFTY SIX DOLLARS (\$56.00), and in the event of Buyer's default under this Agreement and resulting termination by Seller, such amount shall be deemed fully agreed liquidated damages, all other remedies herein being expressly waived by Seller.

Seller's Initials: MS IRS

Buyer's Initials: \_\_\_\_\_

6.4 Seller's Breach. In the event Seller breaches any obligation hereunder which Seller is to perform prior to the Close of Escrow, and fails to cure such breach within a reasonable period of time following written notice from Buyer, then, in addition to pursuing any other rights or remedies which Buyer may have at law or in equity, Buyer may, at Buyer's option, (i) terminate this Agreement and the Escrow by giving written notice of such termination to Seller and Escrow Holder; or (ii) initiate an action for specific performance of this Agreement. Should Buyer elect to terminate this Agreement and the Escrow as provided herein, Seller shall pay all Termination Costs, and upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting for Seller's obligation to pay Termination Costs as provided herein, shall cease and terminate.

## 7. REPRESENTATIONS AND WARRANTIES.

7.1 Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer that the following statements are true and correct as of the Effective Date, and shall be true and correct as of Close of Escrow, and the truth and accuracy of such statements shall constitute a condition precedent to all of Buyer's obligations under this Agreement:

7.1.1 Authority. Seller has full power and authority to sell and convey the Property to Buyer and to perform its obligations pursuant to this Agreement. This Agreement and all other documents delivered by Seller to Buyer now or at Close of Escrow have been or will be duly executed and delivered by Seller and are or will be legal, valid and binding obligations of Seller, sufficient to convey title to the Property to Buyer and are enforceable in accordance with their respective terms.

7.1.2 No Unrecorded Possessory Interests; No Agreements or Undertakings. To Seller's current actual knowledge, there are no agreements for occupancy in effect for the Property and no unrecorded possessory interests or unrecorded agreements that would adversely affect Buyer's title to or use of the Property. Seller will not enter into any agreements or undertake any obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of Buyer, including, without limitation, any agreements for occupancy for the Property.

7.1.3 Hazardous Materials. Seller is aware of its obligation under California Health and Safety Code Section 25359.7 to disclose information to Buyer regarding the

environmental status of the Property. Seller warrants to Buyer that to the best of Seller's knowledge, the Property and any contiguous real property owned by Seller is not in violation of any federal, state or local statute, regulation or ordinance relating to industrial hygiene or to environmental conditions on, under or about the Property, including, without limitation, soil and groundwater conditions underlying the Property which could affect the Property or its use or development. Neither Seller nor, to the best of Seller's knowledge, any other person or predecessor in interest has used, generated, manufactured, stored or disposed of on, under or about the Property or transported to or from the Property any "Hazardous Materials" as defined in any state, federal or local statute, ordinances, rules or regulation applicable to the Property, including without limitation any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious materials, substances or related materials or substances.

7.1.4 Litigation. There are no claims, actions, suits or proceedings continuing, pending or threatened against or affecting Seller or the Property, or involving the validity or enforceability of this Agreement or of any other documents or instruments to be delivered by Seller at Close of Escrow, at law or in equity, or before or by any federal, state, municipal or other governmental department, board, commission, bureau, or instrumentality. Seller is not subject to or in default under any notice, order, writ, injunction, decree or demand of any court or any governmental department, board, commission, bureau, or instrumentality.

7.1.5 No Breach. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not violate or result in any breach of or constitute a default under or conflict with or cause any acceleration of any obligation with respect to any provision or restriction of any lien, lease, agreement, contract, instrument, or, according to Seller's knowledge, any order, judgment, award, decree, statute, regulation or ordinance, or any other restriction of any kind or character to which Seller is a party or by which Seller or the Property are bound.

7.1.6 No Condemnation or Other Proceedings. Seller is unaware of any contemplated condemnation of the Property or any portion thereof by any other public entity.

7.2 Buyer's Representations and Warranties. Buyer warrants and represents to Seller that the following statements are true and correct as of the Effective Date and shall be true and correct as of Close of Escrow and the truth and accuracy of such statements shall constitute a condition precedent to all of Seller's obligations under this Agreement:

7.2.1 Organization. Buyer is duly organized, validly existing and in good standing under the laws of the State of California.

7.2.2 Authority. Subject to compliance with the provisions of Section 8.16 below, (a) Buyer has the full power and authority to enter into and perform under this Agreement; (b) subject to the satisfaction of all Closing conditions, the documents to be executed by Buyer pursuant to this Agreement and consummation of the transaction described herein will be fully authorized by Buyer; and (c) the persons executing this Agreement and the documents to be executed by Buyer hereunder, have the legal power, right and authority to bind Buyer to the terms and conditions of this Agreement and those documents.

7.3 Survival of Representations and Warranties. The covenants, representations and warranties of Seller and Buyer under this Agreement shall be true on and as of the Close of Escrow and shall survive the recordation of the Grant Deed and the Close of Escrow. Seller and Buyer shall defend, indemnify and hold each other harmless from and against any and all claims, liabilities, obligations, losses, damages, costs and expenses, including, without limitation, reasonable attorney's fees, court costs and litigation expenses, which the other may reasonably incur or sustain by reason of or in connection with any misrepresentation made by Seller pursuant to this Article 7.

8. MISCELLANEOUS.

8.1 Notices and Demands. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by facsimile transmission with confirmation of receipt, or (iv) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party to whom the notice is given at the addresses provided below, subject to the right of any Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery, facsimile transmission or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To Buyer: Coachella Valley Water District  
Attn: General Manager  
75515 Hovley Lane East  
Palm Desert, CA 92211  
Telephone: (760) 398-2651  
Facsimile: (760) 398-3711  
e-mail: [cvwdmail@cvwd.org](mailto:cvwdmail@cvwd.org)

With Copy to: Best Best & Krieger LLP  
Attn: Jeff Ferre, Esq.  
3390 University Avenue, 5<sup>th</sup> Floor  
Riverside, CA 92501  
Telephone: (951) 826-8271  
e-mail: [jeff.ferre@bbklaw.com](mailto:jeff.ferre@bbklaw.com)

To Sellers: James Bercaw & Kenneth Bercaw  
340 West 80th Place  
Los Angeles, CA 90045  
Telephone: (310) 823-1995  
Facsimile: \_\_\_\_\_  
e-mail: [jim\\_jim@hotmail.com](mailto:jim_jim@hotmail.com)

Gilbert & Kathleen Aldous  
27753 Wakefield Rd.  
Castiac, CA 91384  
Telephone: (661) 803-5561  
Facsimile: \_\_\_\_\_  
e-mail: [kaldous30@yahoo.com](mailto:kaldous30@yahoo.com)



William B. Stewart & Theresa Stewart  
30021 Saddleridge Dr.  
San Juan Capistrano, CA 92675  
Telephone: (949) 702-2543  
Facsimile: \_\_\_\_\_  
e-mail: [mrwilliam.stewart@yahoo.com](mailto:mrwilliam.stewart@yahoo.com)

To Title Company: Stewart Title of California, Inc.  
Attn: Tamara Castro, Escrow Officer  
73020 El Paseo, Ste 103  
Palm Desert, CA 92260  
Telephone: (760) 568-1874  
Facsimile: (760) 771-5854  
e-mail: [tcastro@stewart.com](mailto:tcastro@stewart.com)

8.2 Mutual Indemnification. Buyer agrees to defend, indemnify and hold Seller free and harmless from and against any and all claims, damages and liabilities related to Buyer's use of the Property and arising from facts and circumstances occurring following Close of Escrow. Seller agrees to defend, indemnify and hold Buyer free and harmless from and against any and all claims, damages and liabilities related to Seller's use of the Property and arising from facts and circumstances occurring prior to Close of Escrow. The indemnity obligations described above will be for the benefit of and binding upon the Parties, their successors and assigns, officers, employees and representatives and will survive Close of Escrow and the recordation of the Grant Deed.

8.3 Possession. Buyer shall be entitled to sole possession of the Property immediately upon Close of Escrow. All risk of loss or damage to the Property will pass from the Seller to the Buyer at the Close of Escrow.

8.4 Brokers and Sales Commissions. Buyer has not used the services of any person or entity entitled to a real estate brokerage commission or finder's fee in connection with this transaction. Seller has used the services of N/A ("**Seller's Broker**"). Seller shall be solely responsible for payment of any commission or other compensation to Seller's Broker. Seller shall deposit with Escrow Holder or allow its proceeds at Closing to be debited in an amount sufficient to satisfy all brokerage commissions/finder's fees for which it may have become obligated. Seller and Buyer shall each indemnify, protect, defend and hold harmless the other Party and its successors hereunder from and against any and all claims, liabilities, obligations, losses, damages, costs and expenses, including, without limitation, reasonable attorney's fees, court costs and

litigation expenses, arising from or in connection with any sales or brokerage commissions, finder's fees or other commissions which are (or are claimed to be) payable in connection with the transaction which is the subject of this Agreement by reason of the actions (or alleged actions) of such indemnifying Party.

8.5 Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the recordation of the Grant Deed and the Close of Escrow.

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

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

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

8.9 Applicable Law. All questions with respect to this Agreement, and the rights and liabilities of the Parties and venue hereto, shall be governed by the laws of the State of California. Any and all legal actions sought to enforce the terms and provisions of the Agreement shall be brought in the courts of the County of Riverside.

8.10 Assignment. Neither Party shall have the right to assign this Agreement or any right or obligation hereunder without the prior written consent of the other Party, which consent may be given or withheld in the sole discretion of such other Party.

8.11 Successors and Assigns. Subject to the provisions of Section 8.10 above, this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

8.12 Construction. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had an equal opportunity to participate in the drafting thereof. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

8.13 Legal Fees. Each Party shall be responsible for payment of its own attorney's fees with respect to the negotiation and preparation of this Agreement and processing

of the escrow. In the event of the bringing of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing Party in such action or proceeding, whether by final judgment or out of court settlement, shall be entitled to have and recover of and from the other Party all costs and expenses of suit, including actual attorney's fees.

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

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

8.16 Ratification. If authorization of the transaction described herein has not occurred prior to the date of this Agreement, Buyer's obligation to accept title to the Property and pay the Purchase Price as provided herein will be subject to the approval and ratification of this Agreement by Buyer's governing body on or before the Closing Date. In the event Buyer's governing body fails to ratify this Agreement prior to the Closing Date, Buyer may terminate this Agreement and the Escrow as provided in Section 6.1 herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below next to their respective signatures.

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

BUYER:

COACHELLA VALLEY WATER DISTRICT, a public agency of the State of California

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

Name: J. M. Barrett \_\_\_\_\_

Its: General Manager \_\_\_\_\_

Date: 6/20/2024

SELLERS:

JAMES E. BERCAW, SUCCESSOR TRUSTEE OF THE MARGARET M. BERCAW 2003 TRUST DATED AUGUST 4, 2003, AND JAMES E. BERCAW, KENNETH W. BERCAW, KATHLEEN A. ALDOUS, AND WILLIAM B. STEWART AND THERESA R. STEWART, TRUSTEES OF THE STEWART FAMILY TRUST DATED NOVEMBER 16, 2005, AND KATHLEEN A. ALDOUS AND GILBERT L. ALDOUS AS CO-TRUSTEES OF THE 2021 ALDOUS FAMILY TRUST DATED JULY 16, 2021,

By: [Signature]  
Name: William B Stewart  
Its: \_\_\_\_\_

By: [Signature]  
Name: Theresa R. Stewart  
Its: \_\_\_\_\_

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

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

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

**RECORDING REQUESTED BY**

WHEN RECORDED RETURN TO:

COACHELLA VALLEY WATER DISTRICT  
75515 Hovley Lane East  
Palm Desert, CA 92211  
Attn: Right-of-Way

**FREE RECORDING:**

This instrument is for the benefit of Coachella Valley Water District, and is entitled to be recorded without fee or tax. (Govt. Code 6103, 27383 and Rev. & Tax Code 11922)

APN: 660-320-002

Space above this line is for Recorders Use)

FILE: 0110.06

TRA: 019-000

SW0001

DTT: -0-

0655.

**GRANT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, JAMES E. BERCAW, SUCESSOR TRUSTEE OF THE MARGARET M. BERCAW 2003 TRUST DATED AUGUST 4, 2003, AND JAMES E. BERCAW, KENNETH W. BERCAW, KATHLEEN A. ALDOUS, AND WILLIAM B. STEWART AND THERESA R. STEWART, TRUSTEES OF THE STEWART FAMILY TRUST DATED NOVEMBER 16, 2005, AND KATHLEEN A. ALDOUS AND GILBERT L. ALDOUS AS CO-TRUSTEES OF THE 2021 ALDOUS FAMILY TRUST DATED JULY 16, 2021, (“Grantors”), hereby grant to **COACHELLA VALLEY WATER DISTRICT, a public agency of the State of California (“Grantee”)**, the following described real property (the “Property”) situated in the County of Riverside, State of California, as described in Exhibit “1” attached hereto.

IN WITNESS WHEREOF, Grantor has caused its name to be affixed hereto and this instrument to be executed by its duly authorized officer.

Date: 6/20/2024

**GRANTORS:**

JAMES E. BERCAW, SUCESSOR TRUSTEE OF THE MARGARET M. BERCAW 2003 TRUST DATED AUGUST 4, 2003, AND JAMES E. BERCAW, KENNETH W. BERCAW, KATHLEEN A. ALDOUS, AND WILLIAM B. STEWART AND THERESA R. STEWART, TRUSTEES OF THE STEWART FAMILY TRUST DATED NOVEMBER 16, 2005,

AND KATHLEEN A. ALDOUS AND  
GILBERT L. ALDOUS AS CO-TRUSTEES  
OF THE 2021 ALDOUS FAMILY TRUST  
DATED JULY 16, 2021,

By: *William B Stewart*  
Name: William B Stewart  
Name: \_\_\_\_\_

By: *Theresa R. Stewart*  
Name: Theresa R. Stewart  
Name: \_\_\_\_\_

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

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA )

COUNTY OF ORANGE )

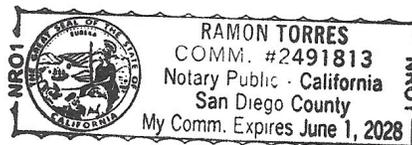
On 4/20/2024 before me, RAMON TORRES,  
Notary Public, personally appeared STEWART WILLIAM BECKER, STEWART THERESA, KATHERINE  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



**PURCHASE AND SALE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**

Stewart Title of California, Inc.  
73020 El Paseo, Ste 103  
Palm Desert, CA 92260  
Attention: Tamara Castro, Escrow Officer  
(**“Escrow Holder”**)

Escrow No: \_\_\_\_\_

Title Order No.: 2152638

This PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (**“Agreement”**) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between COACHELLA VALLEY WATER DISTRICT, a public agency of the State of California (**“Buyer”**), and JAMES E. BERCAW, SUCESSOR TRUSTEE OF THE MARGARET M. BERCAW 2003 TRUST DATED AUGUST 4, 2003, AND JAMES E. BERCAW, KENNETH W. BERCAW, KATHLEEN A. ALDOUS, AND WILLIAM B. STEWART AND THERESA R. STEWART, TRUSTEES OF THE STEWART FAMILY TRUST DATED NOVEMBER 16, 2005, AND KATHLEEN A. ALDOUS AND GILBERT L. ALDOUS AS CO-TRUSTEES OF THE 2021 ALDOUS FAMILY TRUST DATED JULY 16, 2021, (collectively **“Sellers”**). Buyer and Seller are sometimes individually referred to herein as **“Party”** and collectively as **“Parties.”**

RECITALS

A. Seller is the owner in fee of certain real property designated as Assessor Parcel Number 660-320-002, in the County of Riverside, State of California (**“Property”**), as more fully described in Exhibit “A” attached hereto and incorporated herein by reference. Reference herein to the **“Property”** shall include all of Seller’s right, title and interest in and to any and all improvements, fixtures, rights-of-way, utility rights, entitlements, claims or other benefits in any way connected with the Property.

B. Buyer desires to purchase the Property from Seller in connection with such public purpose, specifically including the construction of the North Cathedral City Regional Stormwater Project on the Property (**“Project”**). Seller desires to sell the Property to Buyer, upon the terms and provisions set forth herein.

NOW, THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, the Parties hereto agree as follows:

TERMS

1. PURCHASE AND SALE.

1.1 Property. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, upon the terms and conditions set forth herein.

1.2 Purchase Price. The total purchase price for the Property is TWO THOUSAND EIGHT HUNDRED DOLLARS (\$2,800.00) (**“Purchase Price”**),

which includes, without limitation, full payment of just compensation, claims for inverse condemnation or unreasonable precondemnation conduct, attorneys' fees, costs and interest in complete settlement of all claims (known and unknown), causes of action and demands of Seller against the Buyer because of Buyer's purchase of the Property, and for any and all claims (known and unknown) arising from or relating to the purchase and sale which is the subject of this Agreement.

1.3 Payment of Purchase Price. At Close of Escrow (defined below), Buyer shall pay the Purchase Price to Seller through escrow in cash, by cashier's or certified check or by wire transfer.

## 2. ESCROW.

2.1 Opening of Escrow. Within five (5) business days following the date upon which this Agreement is executed by the final party executing the same ("**Effective Date**"), Seller and Buyer shall open an escrow ("**Escrow**") for the conveyance of the Property with Stewart Title ("**Escrow Holder**"). Escrow shall be deemed open on the date Escrow Holder shall have received a copy of this Agreement, fully executed by the Parties ("**Opening of Escrow**"). Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened ("**Opening Date**").

2.2 Escrow Instructions. This Agreement constitutes the joint instructions of Buyer and Seller to Escrow Holder for the conveyance of the Property. Buyer and Seller shall execute, deliver and be bound by any reasonable or customary supplemental or additional escrow instructions ("**Additional Instructions**") of Escrow Holder or other instruments as may be reasonably required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. In the event of any conflict or any inconsistency between this Agreement and such Additional Instructions, this Agreement shall govern unless otherwise specifically agreed to in writing by the Parties.

2.3 Close of Escrow. Recordation of the Grant Deed conveying title to the Property from Seller to Buyer ("**Grant Deed**" – in substantially the same form as attached hereto as **Exhibit "B"**) and disbursement of funds and distribution of other documents by Escrow Holder as described herein shall constitute "**Close of Escrow**" or "**Closing**" and the date thereof shall be the "**Closing Date.**" Close of Escrow shall occur thirty (30) days following the Opening Date, provided that Seller and Buyer may, but shall not be obligated to, close the Escrow upon such earlier date as may be agreed upon by them in writing. Buyer and Seller may agree to change the Closing Date by joint written notice to Escrow Holder. Closing shall be conditioned upon satisfaction, or waiver by the Party for whose benefit the condition exists, of all conditions precedent thereto.

2.4 Costs of Escrow. Buyer shall pay all costs of the Title Policy (defined below), and all Escrow fees and normal closing costs attributable to the conveyance of the Property (collectively "**Closing Costs**"). Due to Buyer's status as a public agency, no recording fees will be payable (pursuant to Government Code Section 27383) and no documentary transfer tax will be payable (pursuant to Revenue & Taxation Code Section 11922). Seller shall be responsible for payment of any administrative fees required in order to obtain the release of mortgages, deeds of trust or other monetary liens and encumbrances affecting the Property. Escrow Holder shall

provide an estimated closing statement to Buyer and Seller at least three (3) days prior to the Closing Date. Each Party shall be responsible for payment of its own attorneys' fees with respect to the negotiation and preparation of this Agreement

2.5 Property Taxes and Assessments. Seller shall timely pay all real property taxes and assessments allocable to the Property accruing prior to Close of Escrow. Because Buyer is a public agency to which real property taxes do not apply, no proration of real property taxes will be made through Escrow. Seller will have the right to file for and receive a refund of general and special real property taxes and assessments previously paid by or on behalf of Seller with regard to the Property, which become refundable due to Buyer's status as a public agency. Buyer will cooperate reasonably with Seller's efforts to obtain any such refund.

2.6 Real property taxes and assessments will be current and prorated by Escrow Holder as of the Closing Date.

2.7 Buyer's Conditions Precedent to Close of Escrow. Close of Escrow and Buyer's obligation to accept title to the Property and pay the Purchase Price are subject to the satisfaction of the following conditions for Buyer's benefit (or Buyer's written waiver thereof), on or prior to the Closing Date:

2.7.1 Ratification of this Agreement by Buyer's governing body as set forth in more detail in Section 8.16 herein.

2.7.2 Seller shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

2.7.3 Seller shall have completed in a timely manner all of its obligations that are to be completed prior to the Close of Escrow as provided in this Agreement.

2.7.4 Escrow Holder shall have received an irrevocable commitment from the Title Company to issue the Title Policy (defined below), subject only to the Permitted Exceptions, as described in Section 3.2 below.

2.7.5 All representations and warranties of Seller shall be true as of the Effective Date and as of Close of Escrow and shall continue thereafter for the full statutory period.

2.7.6 All property taxes and assessments attributable to the Property shall have been paid by Seller before delinquency (or paid at Closing) and shall be current as of Close of Escrow.

2.7.7 Buyer shall have approved Escrow Holder's estimated closing statement.

2.7.8 Buyer shall have determined that the Property is suitable for Buyer's intended use and development, as described in Section 4 below.

2.8 Seller's Conditions Precedent to Close of Escrow. Close of Escrow and Seller's obligation to convey the Property are subject to the satisfaction of the following conditions for Seller's benefit (or Seller's written waiver thereof) on or prior to the Closing Date:

2.8.1 Buyer shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

2.8.2 Buyer shall have completed in a timely manner all of its obligations which are to be completed prior to the Close of Escrow as provided in this Agreement.

2.8.3 All representations and warranties of Buyer shall be true as of the Effective Date and as of Close of Escrow and shall continue for the full statutory period.

2.8.4 Seller shall have approved Escrow Holder's estimated closing statement.

2.9 Buyer's Payments and Documents. Not less than one (1) business day prior to Closing, Buyer shall pay or tender (as applicable) to Escrow Holder the following funds and documents (in recordable form, as necessary):

2.9.1 The Purchase Price;

2.9.2 Funds required to pay the Closing Costs payable by Buyer pursuant to Section 2.4 herein;

2.9.3 A Certificate of Acceptance, accepting Grant Deed and consenting to recording of same ("**Certificate of Acceptance**").

2.9.4 Preliminary Change of Ownership and Documentary Transfer Tax Affidavit forms; and

2.9.5 Such other documents and funds as may be required of Buyer under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

2.10 Seller's Payments and Documents. Not less than one (1) business day prior to Closing, Seller shall pay or tender (as applicable) to Escrow Holder the following funds (which amounts may be offset against funds otherwise payable to Seller through Escrow) and documents (in recordable form, as necessary):

2.10.1 Funds required to pay any sales or brokerage commissions and finder's fees payable by Seller, with respect to the transaction which is the subject of this Agreement;

2.10.2 Real property taxes and assessments, as described in Section 2.5 above;

2.10.3 The fully-executed and acknowledged Grant Deed;

2.10.4 FIRPTA Certificate and California Form 593-C, using forms to be provided by Escrow Holder; and

2.10.5 Such other documents and funds required of Seller under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

2.11 Escrow Holder Responsibilities. Upon the Closing, Escrow Holder is authorized and instructed to:

2.11.1 Cause the satisfaction and removal of all exceptions to title to the Property representing monetary liens or encumbrances from funds otherwise payable to Seller at Close of Escrow, including, without limitation, property taxes and assessments. Before such payments or charges are made, Escrow Holder shall notify Seller of the sums necessary to satisfy and remove such monetary liens or encumbrances.

2.11.2 Pay and charge Buyer and Seller, respectively, for any fees, charges and costs payable under this Agreement, including, but not limited to, Sections 2.8 and 2.9 herein. Before such payments or charges are made, Escrow Holder shall notify Buyer and Seller of the fees, charges and costs necessary to clear title and close the Escrow.

2.11.3 Record the Grant Deed, with Certificate of Acceptance attached thereto, and any other instruments as appropriate, delivered through Escrow.

2.11.4 Disburse such other funds and deliver such other documents to the Parties entitled thereto.

2.11.5 Cause the Title Policy to be issued.

2.12 Notices. All communications from Escrow Holder to either Buyer or Seller shall be directed to the addresses and in the manner established in Section 8.1 herein.

2.13 Electronically Transmitted/Counterpart Documents. In the event Buyer or Seller utilizes electronically transmitted signed documents (e-mail or facsimile), the Parties hereby agree to accept and instruct Escrow Holder to rely upon such documents as if they bore original signatures. Buyer and Seller hereby acknowledge and agree to provide to Escrow Holder, within seventy-two (72) hours after transmission, such documents bearing the original signatures. Buyer and Seller further acknowledge and agree that electronically transmitted documents bearing non-original signatures will not be accepted for recording and that the Parties will provide originally executed documents to Escrow Holder for such purpose. Escrow Holder is authorized to utilize documents which have been signed by Buyer and Seller in counterparts.

### 3. TITLE.

3.1 Condition of Title; Title Policy. It is a condition to the Close of Escrow for Buyer's benefit that fee title to the Property and the right to possession of the Property conveyed to Buyer pursuant to this Agreement shall be subject only to the Permitted Exceptions (defined

below), as evidenced by the receipt by Escrow Holder of an irrevocable commitment from Stewart Title (“**Title Company**”) to issue to Buyer upon Close of Escrow its ALTA Standard Owner’s Form Policy of Title Insurance (“**Title Policy**”) with coverage in an amount equal to the Purchase Price. The Parties shall cause the Title Company to issue the Title Policy to Buyer upon Close of Escrow.

3.2 Permitted Exceptions. The term “**Permitted Exceptions**” as used herein shall mean the following conditions and exceptions to title or possession:

3.2.1 A lien to secure payment of general and special real property taxes and assessments, not delinquent.

3.2.2 A lien of supplemental taxes assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code accruing on or after the Close of Escrow.

3.2.3 Matters affecting the condition of title created by or with the consent of Buyer.

3.2.4 Other exceptions to title disclosed by the Title Report (defined below) which have been approved in writing by Buyer prior to the Close of Escrow.

Notwithstanding any other provision(s) in this Agreement, any exceptions to title to the Property representing monetary liens or encumbrances are hereby disapproved and deemed a Disapproved Matter (defined below), and Escrow Holder is hereby authorized and instructed to cause at Close of Escrow the satisfaction and removal of any such monetary exceptions from funds otherwise payable to Seller at Close of Escrow.

3.3 Preliminary Title Report. If Buyer has not already obtained the same prior to the execution of this Agreement, promptly following the Opening Date, Escrow Holder will obtain from the Title Company and provide to the Parties a current preliminary title report and legible copies of all title exceptions listed therein (collectively the “**Title Report**”). Within fifteen (15) days following Buyer’s receipt of the Title Report, Buyer will notify Seller and Escrow Holder in writing of any objections to the status of title as disclosed by the Title Report. Any title matters disapproved by Buyer will constitute “**Disapproved Matters**” which Seller will cause to be removed as title exceptions on or before Close of Escrow. Those title exceptions not constituting Disapproved Matters will be deemed Permitted Exceptions. Any failure by Buyer to timely provide a written notice regarding Permitted Exceptions and Disapproved Matters will be deemed a determination by Buyer that all title exceptions listed on the Title Report are Disapproved Matters.

#### 4. SUITABILITY AND CONDITION OF PROPERTY.

4.1 Determination of Suitability. Buyer is acquiring the Property for the purposes described in Recital B above. Buyer’s obligation to purchase the Property is subject to Buyer’s determination, in its sole discretion, that the Property is suitable for such use. Buyer’s

election to close Escrow and acquire title to the Property will constitute and be evidence of Buyer's determination regarding the suitability of the Property for such purposes. In the event Buyer determines the Property is not suitable for such purposes, Buyer may terminate this Agreement as provided in Section 6.1 below.

4.2 Environmental Due Diligence. Buyer may elect to obtain a Phase I Environmental Assessment ("**Phase I**") of the Property and, if recommended by Buyer's environmental consultants, a Phase II Environmental Assessment ("**Phase II**"). Upon forty-eight (48) hours prior written notice, Buyer, its agents and consultants, may have access to the Property in order to conduct the Phase I (and, if required, Phase II). Buyer will be responsible to repair any damage caused by invasive testing. Subject to the requirement of forty-eight (48) hours prior notice to Seller, Buyer and its consultants may conduct such other inspections of the Property as Buyer may desire or deem appropriate, in Buyer's sole discretion, to determine the suitability of the Property for Buyer's intended use.

4.3 Right of Entry. Buyer, its agents and consultants, will have a right of entry to the Property in order to conduct any testing and inspections, as described in Section 4.2 above. Buyer will defend, indemnify and hold Seller free and harmless from and against any and all claims, damages and liabilities with respect to Buyer's exercise of this right of entry and will keep the Property free from mechanics lien claims. Buyer maintains and will continue to maintain adequate public liability insurance coverage throughout the term of this Agreement. Buyer's indemnity obligations as set forth herein will survive termination of this Agreement.

## 5. SELLER'S ACKNOWLEDGMENT AND GENERAL RELEASE.

5.1 Full Satisfaction. Seller acknowledges that, in accordance with applicable provisions of California law, Seller may otherwise be entitled to the payment of relocation expenses, compensation for loss of goodwill, just compensation, inverse condemnation, unlawful pre-condemnation conduct, and other benefits and claims other than those expressly provided for in this Agreement (collectively, "**Claims**") in connection with Buyer's acquisition of the Property. Seller, on behalf of itself and its heirs, executors, administrators, successors and assigns, acknowledges that Buyer's performance under this Agreement constitutes full and complete satisfaction of Buyer's obligations to Seller as with respect to those Claims.

5.2 Waivers and Releases. Seller hereby waives, to the maximum legal extent, any and all Claims, remedies and causes of action for damages, liabilities, losses or injuries related to Buyer's acquisition of the Property, whether known or unknown, foreseeable or unforeseeable. The Parties hereto agree that this Agreement is being entered into in order to avoid litigation and in lieu of Buyer's exercise of its eminent domain authority and shall not, in any manner, be construed as an admission of the fair market value of the Property, or of any liability by any party to this Agreement. Seller, on behalf of itself and its heirs, executors, administrators, successors and assigns, hereby fully releases Buyer, its successors, agents, representatives and assigns, and all other persons and associations, known and unknown, from all Claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of Buyer's purchase of the Property or any preliminary steps thereto.

5.3 California Civil Code Section 1542. Seller hereby acknowledges that it has either consulted with legal counsel, or had an opportunity to consult with legal counsel, regarding, the provisions of California Civil Code Section 1542, which provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Seller acknowledges that with respect to the sale of the Property to Buyer, Seller may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained, may give rise to additional damage, loss, costs or expenses in the future. Nevertheless, Seller hereby acknowledges, represents and warrants that this Agreement has been negotiated and agreed upon in light of that situation, and hereby waives, to the maximum legal extent, any rights accruing to it under Section 1542 or other statute or judicial decision of similar effect. **Seller does not by this waiver waive its rights with respect to a default by Buyer under this Agreement or other provisions for Seller’s benefit as described herein.**

KA  
Seller’s Initials

This acknowledgment and release shall survive the Close of Escrow.

6. TERMINATION, DEFAULTS AND REMEDIES.

6.1 Exercise of Rights to Terminate. If Buyer elects to exercise its rights to terminate this Agreement and the Escrow as provided in Sections 4.1, 6.4, or 8.16 herein or pursuant to any Addendum attached hereto, Buyer may do so by giving written notice of such termination to Seller and Escrow Holder prior to the Close of Escrow. If Seller elects to exercise its rights to terminate this Agreement and the Escrow as provided in Section 6.2 herein, Seller may do so by giving written notice of such termination to Buyer and Escrow Holder prior to the Close of Escrow. In the event of a termination by Buyer pursuant to Sections 6.1 or 8.16, Buyer shall be responsible for payment of any termination fees or charges to Escrow Holder and the Title Company (“**Termination Costs**”). Upon such termination, all other obligations and liabilities of the Parties under this Agreement that do not specifically survive termination shall cease and terminate.

6.2 Buyer’s Breach. If Buyer materially defaults on its obligation to perform under this Agreement and fails to cure such default within a reasonable period of time following written notice from Seller, then Seller, as its sole and exclusive remedy, may terminate this Agreement and the Escrow by written notice to Buyer and Escrow Holder. In such event, Buyer shall pay all Termination Costs and shall be liable for payment of liquidated damages, as set forth below. Upon such termination, all obligations and liabilities of the Parties under this Agreement that do not specifically survive termination shall cease and terminate.

6.3 Liquidated Damages. In the event of a material default by Buyer under this Agreement and election by Seller as set forth above to terminate this Agreement, the Parties agree that it would be impractical or extremely difficult to fix the actual damages to Seller. The Parties hereby agree that a reasonable estimate of such damages is an amount equal to FIFTY SIX DOLLARS (\$56.00), and in the event of Buyer's default under this Agreement and resulting termination by Seller, such amount shall be deemed fully agreed liquidated damages, all other remedies herein being expressly waived by Seller.

Seller's Initials: K.A.

Buyer's Initials: \_\_\_\_\_

6.4 Seller's Breach. In the event Seller breaches any obligation hereunder which Seller is to perform prior to the Close of Escrow, and fails to cure such breach within a reasonable period of time following written notice from Buyer, then, in addition to pursuing any other rights or remedies which Buyer may have at law or in equity, Buyer may, at Buyer's option, (i) terminate this Agreement and the Escrow by giving written notice of such termination to Seller and Escrow Holder; or (ii) initiate an action for specific performance of this Agreement. Should Buyer elect to terminate this Agreement and the Escrow as provided herein, Seller shall pay all Termination Costs, and upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting for Seller's obligation to pay Termination Costs as provided herein, shall cease and terminate.

## 7. REPRESENTATIONS AND WARRANTIES.

7.1 Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer that the following statements are true and correct as of the Effective Date, and shall be true and correct as of Close of Escrow, and the truth and accuracy of such statements shall constitute a condition precedent to all of Buyer's obligations under this Agreement:

7.1.1 Authority. Seller has full power and authority to sell and convey the Property to Buyer and to perform its obligations pursuant to this Agreement. This Agreement and all other documents delivered by Seller to Buyer now or at Close of Escrow have been or will be duly executed and delivered by Seller and are or will be legal, valid and binding obligations of Seller, sufficient to convey title to the Property to Buyer and are enforceable in accordance with their respective terms.

7.1.2 No Unrecorded Possessory Interests; No Agreements or Undertakings. To Seller's current actual knowledge, there are no agreements for occupancy in effect for the Property and no unrecorded possessory interests or unrecorded agreements that would adversely affect Buyer's title to or use of the Property. Seller will not enter into any agreements or undertake any obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of Buyer, including, without limitation, any agreements for occupancy for the Property.

7.1.3 Hazardous Materials. Seller is aware of its obligation under California Health and Safety Code Section 25359.7 to disclose information to Buyer regarding the

environmental status of the Property. Seller warrants to Buyer that to the best of Seller's knowledge, the Property and any contiguous real property owned by Seller is not in violation of any federal, state or local statute, regulation or ordinance relating to industrial hygiene or to environmental conditions on, under or about the Property, including, without limitation, soil and groundwater conditions underlying the Property which could affect the Property or its use or development. Neither Seller nor, to the best of Seller's knowledge, any other person or predecessor in interest has used, generated, manufactured, stored or disposed of on, under or about the Property or transported to or from the Property any "Hazardous Materials" as defined in any state, federal or local statute, ordinances, rules or regulation applicable to the Property, including without limitation any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious materials, substances or related materials or substances.

7.1.4 Litigation. There are no claims, actions, suits or proceedings continuing, pending or threatened against or affecting Seller or the Property, or involving the validity or enforceability of this Agreement or of any other documents or instruments to be delivered by Seller at Close of Escrow, at law or in equity, or before or by any federal, state, municipal or other governmental department, board, commission, bureau, or instrumentality. Seller is not subject to or in default under any notice, order, writ, injunction, decree or demand of any court or any governmental department, board, commission, bureau, or instrumentality.

7.1.5 No Breach. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not violate or result in any breach of or constitute a default under or conflict with or cause any acceleration of any obligation with respect to any provision or restriction of any lien, lease, agreement, contract, instrument, or, according to Seller's knowledge, any order, judgment, award, decree, statute, regulation or ordinance, or any other restriction of any kind or character to which Seller is a party or by which Seller or the Property are bound.

7.1.6 No Condemnation or Other Proceedings. Seller is unaware of any contemplated condemnation of the Property or any portion thereof by any other public entity.

7.2 Buyer's Representations and Warranties. Buyer warrants and represents to Seller that the following statements are true and correct as of the Effective Date and shall be true and correct as of Close of Escrow and the truth and accuracy of such statements shall constitute a condition precedent to all of Seller's obligations under this Agreement:

7.2.1 Organization. Buyer is duly organized, validly existing and in good standing under the laws of the State of California.

7.2.2 Authority. Subject to compliance with the provisions of Section 8.16 below, (a) Buyer has the full power and authority to enter into and perform under this Agreement; (b) subject to the satisfaction of all Closing conditions, the documents to be executed by Buyer pursuant to this Agreement and consummation of the transaction described herein will be fully authorized by Buyer; and (c) the persons executing this Agreement and the documents to be executed by Buyer hereunder, have the legal power, right and authority to bind Buyer to the terms and conditions of this Agreement and those documents.

7.3 Survival of Representations and Warranties. The covenants, representations and warranties of Seller and Buyer under this Agreement shall be true on and as of the Close of Escrow and shall survive the recordation of the Grant Deed and the Close of Escrow. Seller and Buyer shall defend, indemnify and hold each other harmless from and against any and all claims, liabilities, obligations, losses, damages, costs and expenses, including, without limitation, reasonable attorney's fees, court costs and litigation expenses, which the other may reasonably incur or sustain by reason of or in connection with any misrepresentation made by Seller pursuant to this Article 7.

8. MISCELLANEOUS.

8.1 Notices and Demands. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by facsimile transmission with confirmation of receipt, or (iv) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party to whom the notice is given at the addresses provided below, subject to the right of any Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery, facsimile transmission or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To Buyer: Coachella Valley Water District  
Attn: General Manager  
75515 Hovley Lane East  
Palm Desert, CA 92211  
Telephone: (760) 398-2651  
Facsimile: (760) 398-3711  
e-mail: [cvwdmail@cvwd.org](mailto:cvwdmail@cvwd.org)

With Copy to: Best Best & Krieger LLP  
Attn: Jeff Ferre, Esq.  
3390 University Avenue, 5<sup>th</sup> Floor  
Riverside, CA 92501  
Telephone: (951) 826-8271  
e-mail: [jeff.ferre@bbklaw.com](mailto:jeff.ferre@bbklaw.com)

To Sellers: James Bercaw & Kenneth Bercaw  
340 West 80th Place  
Los Angeles, CA 90045  
Telephone: (310) 823-1995  
Facsimile: \_\_\_\_\_  
e-mail: [jim\\_jim@hotmail.com](mailto:jim_jim@hotmail.com)

Gilbert & Kathleen Aldous  
27753 Wakefield Rd.  
Castiac, CA 91384  
Telephone: (661) 803-5561  
Facsimile: \_\_\_\_\_  
e-mail: [kaldous30@yahoo.com](mailto:kaldous30@yahoo.com)

William B. Stewart & Theresa Stewart  
30021 Saddleridge Dr.  
San Juan Capistrano, CA 92675  
Telephone: (949) 702-2543  
Facsimile: \_\_\_\_\_  
e-mail: [mrwilliam.stewart@yahoo.com](mailto:mrwilliam.stewart@yahoo.com)

To Title Company: Stewart Title of California, Inc.  
Attn: Tamara Castro, Escrow Officer  
73020 El Paseo, Ste 103  
Palm Desert, CA 92260  
Telephone: (760) 568-1874  
Facsimile: (760) 771-5854  
e-mail: [tcastro@stewart.com](mailto:tcastro@stewart.com)

8.2 Mutual Indemnification. Buyer agrees to defend, indemnify and hold Seller free and harmless from and against any and all claims, damages and liabilities related to Buyer's use of the Property and arising from facts and circumstances occurring following Close of Escrow. Seller agrees to defend, indemnify and hold Buyer free and harmless from and against any and all claims, damages and liabilities related to Seller's use of the Property and arising from facts and circumstances occurring prior to Close of Escrow. The indemnity obligations described above will be for the benefit of and binding upon the Parties, their successors and assigns, officers, employees and representatives and will survive Close of Escrow and the recordation of the Grant Deed.

8.3 Possession. Buyer shall be entitled to sole possession of the Property immediately upon Close of Escrow. All risk of loss or damage to the Property will pass from the Seller to the Buyer at the Close of Escrow.

8.4 Brokers and Sales Commissions. Buyer has not used the services of any person or entity entitled to a real estate brokerage commission or finder's fee in connection with this transaction. Seller has used the services of N/A ("**Seller's Broker**"). Seller shall be solely responsible for payment of any commission or other compensation to Seller's Broker. Seller shall deposit with Escrow Holder or allow its proceeds at Closing to be debited in an amount sufficient to satisfy all brokerage commissions/finder's fees for which it may have become obligated. Seller and Buyer shall each indemnify, protect, defend and hold harmless the other Party and its successors hereunder from and against any and all claims, liabilities, obligations, losses, damages, costs and expenses, including, without limitation, reasonable attorney's fees, court costs and

litigation expenses, arising from or in connection with any sales or brokerage commissions, finder's fees or other commissions which are (or are claimed to be) payable in connection with the transaction which is the subject of this Agreement by reason of the actions (or alleged actions) of such indemnifying Party.

8.5 Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the recordation of the Grant Deed and the Close of Escrow.

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

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

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

8.9 Applicable Law. All questions with respect to this Agreement, and the rights and liabilities of the Parties and venue hereto, shall be governed by the laws of the State of California. Any and all legal actions sought to enforce the terms and provisions of the Agreement shall be brought in the courts of the County of Riverside.

8.10 Assignment. Neither Party shall have the right to assign this Agreement or any right or obligation hereunder without the prior written consent of the other Party, which consent may be given or withheld in the sole discretion of such other Party.

8.11 Successors and Assigns. Subject to the provisions of Section 8.10 above, this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

8.12 Construction. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had an equal opportunity to participate in the drafting thereof. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

8.13 Legal Fees. Each Party shall be responsible for payment of its own attorney's fees with respect to the negotiation and preparation of this Agreement and processing

of the escrow. In the event of the bringing of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing Party in such action or proceeding, whether by final judgment or out of court settlement, shall be entitled to have and recover of and from the other Party all costs and expenses of suit, including actual attorney's fees.

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

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

8.16 Ratification. If authorization of the transaction described herein has not occurred prior to the date of this Agreement, Buyer's obligation to accept title to the Property and pay the Purchase Price as provided herein will be subject to the approval and ratification of this Agreement by Buyer's governing body on or before the Closing Date. In the event Buyer's governing body fails to ratify this Agreement prior to the Closing Date, Buyer may terminate this Agreement and the Escrow as provided in Section 6.1 herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below next to their respective signatures.

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

BUYER:

COACHELLA VALLEY WATER DISTRICT, a public agency of the State of California

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

Name: J. M. Barrett \_\_\_\_\_

Its: General Manager \_\_\_\_\_

Date: June 19, 2024

SELLERS:

JAMES E. BERCAW, SUCESSOR TRUSTEE OF THE MARGARET M. BERCAW 2003 TRUST DATED AUGUST 4, 2003, AND JAMES E. BERCAW, KENNETH W. BERCAW, KATHLEEN A. ALDOUS, AND WILLIAM B. STEWART AND THERESA R. STEWART, TRUSTEES OF THE STEWART FAMILY TRUST DATED NOVEMBER 16, 2005, AND KATHLEEN A. ALDOUS AND GILBERT L. ALDOUS AS CO-TRUSTEES OF THE 2021 ALDOUS FAMILY TRUST DATED JULY 16, 2021,

By: \_\_\_\_\_  
Name: Kathleen Ann Aldous  
Its: Kathleen Ann Aldous

By: \_\_\_\_\_  
Name: Gilbert L. Aldous  
Its: GILBERT L. ALDOUS

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

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

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

**LIST OF EXHIBITS**

- EXHIBIT "A"        -        LEGAL DESCRIPTION OF PROPERTY**
- EXHIBIT "B"        -        GRANT DEED**

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

That certain real property located in the City of Cathedral City, Riverside County, California, described as follows:

[Legal Description subject to revision based on Preliminary Title Report]

APN: 660-320-002

Government Lot 29 in fractional Section 32, Township 2 South, Range 5 East, San Bernardino Base and Meridian, as shown by the Official Plat thereof.

Excepting therefrom all oil, gas and other mineral deposits, together with the right to prospect for, mine, and remove the same, as reserved in the Patent from the United States filed for record January 28, 1960 as Instrument No. 7932, of Official Records.

Also excepting therefrom, the right of way of the Southern Pacific Railroad Company across said property.

Also excepting therefrom that portion of said land as described in that Final Order of Condemnation to the Coachella Valley County Water District recorded October 18, 1972 as Instrument No. 139413, and recorded in Amended Final Order of Condemnation recorded November 17, 1972 as Instrument No. 154451, both of Official Records.

**EXHIBIT "B"**  
**GRANT DEED**

[Attached]

**RECORDING REQUESTED BY**

WHEN RECORDED RETURN TO:

COACHELLA VALLEY WATER DISTRICT  
75515 Hovley Lane East  
Palm Desert, CA 92211  
Attn: Right-of-Way

**FREE RECORDING:**

This instrument is for the benefit of Coachella Valley Water District, and is entitled to be recorded without fee or tax. (Govt. Code 6103, 27383 and Rev. & Tax Code 11922)

APN: 660-320-002

Space above this line is for Recorders Use)

FILE: 0110.06

TRA: 019-000

SW0001

DTT: -0-

0655.

**GRANT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, JAMES E. BERCAW, SUCESSOR TRUSTEE OF THE MARGARET M. BERCAW 2003 TRUST DATED AUGUST 4, 2003, AND JAMES E. BERCAW, KENNETH W. BERCAW, KATHLEEN A. ALDOUS, AND WILLIAM B. STEWART AND THERESA R. STEWART, TRUSTEES OF THE STEWART FAMILY TRUST DATED NOVEMBER 16, 2005, AND KATHLEEN A. ALDOUS AND GILBERT L. ALDOUS AS CO-TRUSTEES OF THE 2021 ALDOUS FAMILY TRUST DATED JULY 16, 2021, (“Grantors”), hereby grant to **COACHELLA VALLEY WATER DISTRICT, a public agency of the State of California (“Grantee”)**, the following described real property (the “Property”) situated in the County of Riverside, State of California, as described in Exhibit “1” attached hereto.

IN WITNESS WHEREOF, Grantor has caused its name to be affixed hereto and this instrument to be executed by its duly authorized officer.

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

GRANTORS:

JAMES E. BERCAW, SUCESSOR  
TRUSTEE OF THE MARGARET M.  
BERCAW 2003 TRUST DATED AUGUST  
4, 2003, AND JAMES E. BERCAW,  
KENNETH W. BERCAW, KATHLEEN A.  
ALDOUS, AND WILLIAM B. STEWART  
AND THERESA R. STEWART,  
TRUSTEES OF THE STEWART FAMILY  
TRUST DATED NOVEMBER 16, 2005,

AND KATHLEEN A. ALDOUS AND  
GILBERT L. ALDOUS AS CO-TRUSTEES  
OF THE 2021 ALDOUS FAMILY TRUST  
DATED JULY 16, 2021,

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

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA                    )

COUNTY OF \_\_\_\_\_)

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

I certify under penalty of perjury under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

EXHIBIT "1" TO GRANT DEED

LEGAL DESCRIPTION

That certain real property located in the City of Cathedral City, Riverside County, California, described as follows:

[Legal Description subject to revision based on Preliminary Title Report]

APN: 660-320-002

Government Lot 29 in fractional Section 32, Township 2 South, Range 5 East, San Bernardino Base and Meridian, as shown by the Official Plat thereof.

Excepting therefrom all oil, gas and other mineral deposits, together with the right to prospect for, mine, and remove the same, as reserved in the Patent from the United States filed for record January 28, 1960 as Instrument No. 7932, of Official Records.

Also excepting therefrom, the right of way of the Southern Pacific Railroad Company across said property.

Also excepting therefrom that portion of said land as described in that Final Order of Condemnation to the Coachella Valley County Water District recorded October 18, 1972 as Instrument No. 139413, and recorded in Amended Final Order of Condemnation recorded November 17, 1972 as Instrument No. 154451, both of Official Records.