



GEM of the DESERT

**SPECIAL MEETING  
OF THE LA QUINTA HOUSING COMMISSION**

**TO THE MEMBERS OF THE LA QUINTA HOUSING COMMISSION AND TO  
THE COMMISSION SECRETARY:**

**NOTICE IS HEREBY GIVEN** that a **Special Meeting** of the La Quinta Housing Commission is hereby called to be held on **Wednesday, January 26, 2022, starting at 4:00 p.m.;** at La Quinta City Hall located at 78495 Calle Tampico, La Quinta, CA 92253 for the following purpose.

**CONSENT CALENDAR**

- 1. APPROVE REGULAR MEETING MINUTES OF SEPTEMBER 8, 2021**

**BUSINESS SESSION**

- 1. RECOMMEND THE HOUSING AUTHORITY APPROVE PURCHASE AND SALE AGREEMENT WITH MANNINO LIVING TRUST TO ACQUIRE CERTAIN PROPERTY LOCATED ON THE NORTH SIDE OF HIGHWAY 111, WEST OF DUNE PALMS (APN 600-390-024)**

**\*\*\* Teleconferencing and Telephonic Accessibility is in Effect \*\*\***

Dated: January 25, 2022

*/s/ Veronica Gaeta-Mejía*

Veronica Gaeta-Mejía, Chairperson

Attest:

*Doug Kinley III*

Doug Kinley, Management Analyst  
City of La Quinta, California

## **DECLARATION OF POSTING**

I, Doug Kinley, Management Analyst, do hereby declare that the foregoing notice for the La Quinta Housing Commission **Special Meeting** of January 26, 2022 was posted on the outside entry to the Council Chamber at 78495 Calle Tampico and on the bulletin boards at 51321 Avenida Bermudas and 78630 Highway 111 on January 25, 2022.

*Doug Kinley MM*

Doug Kinley, Management Analyst  
City of La Quinta, California



Housing Commission agendas and staff reports are available on the City's web page: [www.LaQuintaCA.gov](http://www.LaQuintaCA.gov)

# HOUSING COMMISSION AGENDA

CITY HALL COUNCIL CHAMBER  
78495 Calle Tampico, La Quinta

**SPECIAL MEETING**  
**WEDNESDAY, JANUARY 26, 2022, AT 4:00 P.M.**

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**SPECIAL NOTICE**  
**Teleconferencing and Telephonic Accessibility In Effect**

**Beginning Friday, January 14, 2022, La Quinta City Hall and the La Quinta Wellness Center will be temporarily closed to walk-in traffic due to a surge in COVID-19. Online services are available through the City's website at [www.laquintaca.gov](http://www.laquintaca.gov) or by calling (760) 777 – 7000.**

Pursuant to Executive Orders N-60-20 and N-08-21 executed by the Governor of California, and subsequently Assembly Bill 361 (AB 361, 2021), enacted in response to the state of emergency relating to novel coronavirus disease 2019 (COVID-19) and enabling teleconferencing accommodations by suspending or waiving specified provisions in the Ralph M. Brown Act (Government Code § 54950 *et seq.*), members of the Housing Commission, the City Manager, City Attorney, City Staff, and City Consultants may participate in this meeting by teleconference. **Further, due to the temporary closure of City Hall, the public is not permitted to physically attend this meeting; however, any member of the public may listen or participate in this meeting virtually as specified below.**

Members of the public wanting to listen to this meeting **may do so by tuning-in live via <http://laquinta.12milesout.com/video/live>.**

Members of the public wanting **to address the Housing Commission**, either for a specific agenda item or matters not on the agenda are requested to follow the instructions listed below:

**Written Public Comments** – can be provided in-person during the meeting or emailed to Management Analyst Doug Kinley at [DKinley@LaQuintaCA.Gov](mailto:DKinley@LaQuintaCA.Gov) **no later than 3:00 p.m. on the day of the** meeting, and will be distributed to the Housing Commission, incorporated into the agenda packet and public record of the meeting, and will not be read during the meeting unless, upon the request of the Housing Commission Chair, a brief summary of any public comment is asked to be read, to the extent the Commission Secretary can accommodate such request.

If emailed, the email “subject line” must clearly state **“Written Comments”** and list the following:

- |                      |   |
|----------------------|---|
| 1) Full Name         | 4) Public Comment or Agenda Item Number |
| 2) City of Residence | 5) Subject                              |
| 3) Phone Number      | 6) Written Comments                     |

**\*\*\* TELECONFERENCE PROCEDURES \*\*\***

**Verbal public comments via Teleconference – members of the public may join the meeting virtually via Zoom** and use the “raise your hand” feature when public comments are prompted by the Commission Chair; the City will facilitate the ability for a member of the public to be audible to the Housing Commission and general public and allow him/her to speak on the item(s) requested. **Please note – members of the public must unmute themselves when prompted upon being recognized by the Commission Chair, in order to become audible to the Housing Commission and the public.**

Only one person at a time may speak by telephone and only after being recognized by the Housing Commission’s Chairperson.

**ZOOM LINK:** <https://us06web.zoom.us/j/84928069200>  
**Meeting ID:** **849 2806 9200**  
**Or join by phone:** **(720) 707 – 2699**

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**CALL TO ORDER**

ROLL CALL: Commissioners: Casto, Davidson, Pacheco, Schuknecht, and Chairperson Gaeta-Mejia

## **PLEDGE OF ALLEGIANCE**

### **PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA**

At this time, members of the public may address the Housing Commission on any matter not listed on the agenda by providing **written public comments** either in-person or via email as indicated above; or provide **verbal public comments** either in-person or via teleconference by joining the meeting virtually at <https://us06web.zoom.us/j/84928069200> and use the "raise your hand" feature when prompted by the Chairperson. Members of the public attending the meeting in-person are requested to complete a **"Request to Speak"** form and submit it to the Commission Secretary. Please limit your comments to three (3) minutes (or approximately 350 words). The Housing Commission values your comments; however, in accordance with State law, no action shall be taken on any item not appearing on the agenda unless it is an emergency item authorized by Government Code § 54954.2(b).

### **CONFIRMATION OF AGENDA**

### **ANNOUNCEMENT, PRESENTATIONS, AND WRITTEN COMMUNICATION** – NONE

### **CONSENT CALENDAR**

NOTE: Consent Calendar items are routine in nature and can be approved by one motion.

1. APPROVE MEETING MINUTES OF SEPTEMBER 8, 2021

### **BUSINESS SESSION**

1. RECOMMEND THE HOUSING AUTHORITY APPROVE PURCHASE AND SALE AGREEMENT WITH MANNINO LIVING TRUST TO ACQUIRE CERTAIN PROPERTY LOCATED ON THE NORTH SIDE OF HIGHWAY 111, WEST OF DUNE PALMS (APN 600-390-024)

### **COMMISSIONERS' ITEMS**

### **ADJOURNMENT**

The next regular quarterly meeting of the La Quinta Housing Commission will be held on March 9, 2022, commencing at 4:00 p.m., at the La Quinta City Hall, 78495 Calle Tampico, La Quinta, CA 92253, and via Zoom.

## **DECLARATION OF POSTING**

I, Doug Kinley, Management Analyst, do hereby declare that the foregoing Agenda for the La Quinta Housing Commission meeting was posted on the City's website, near the entrance to the Council Chambers at 78495 Calle Tampico, and the bulletin boards at the Stater Brothers Supermarket at 78630 Highway 111, and the La Quinta Cove Post Office at 51321 Avenida Bermudas, on January 25, 2022.

DATED: January 25, 2022

*Doug Kinley MM*

Doug Kinley, Management Analyst  
City of La Quinta, California

## **PUBLIC NOTICES**

- The La Quinta City Hall Study Session Room and Council Chambers are handicapped accessible. If special equipment is needed for the hearing impaired, please call the City Clerk's office at (760) 777-7092, twenty-four (24) hours in advance of the meeting and accommodations will be made.
- If special electronic equipment is needed to make presentations to the Commission, arrangements should be made in advance by contacting the City Clerk's office at (760) 777-7092. A one (1) week notice is required.
- If background material is to be presented to the Commission during a Housing Commission meeting, please be advised that eight (8) copies of all documents, exhibits, etc., must be supplied to the Secretary for distribution. It is requested that this takes place prior to the beginning of the meeting.
- Any writings or documents provided to a majority of the Commission regarding any item(s) on this agenda will be made available for public inspection at The Hub counter at City Hall located at 78-495 Calle Tampico, La Quinta, California, 92253, during normal business hours.



## **HOUSING COMMISSION MINUTES**

**WEDNESDAY, SEPTEMBER 8, 2021**

### **CALL TO ORDER**

A regular meeting of the La Quinta Housing Commission (Commission) was called to order at 4:00 p.m. by Chairperson Gaeta-Mejia.

This meeting was held by teleconference pursuant to Executive Orders N-25-20, N-29-20, N-33-20, N-35-20, N-60-20, and N-08-21 executed by the Governor of California in response to the state of emergency relating to novel coronavirus disease 2019 (COVID-19) and enabling teleconferencing accommodations by suspending or waiving specified provisions in the Ralph M. Brown Act (Government Code § 54950 et seq.).

PRESENT: Commissioners Casto, Pacheco, Schuknecht and Chairperson Gaeta-Mejia

ABSENT: Commissioner Davidson

*COMMISSIONER PACHECO JOINED THE MEETING AT 4:01 P.M.*

STAFF PRESENT: Management Analyst Kinley, Management Specialist Griffin, and Commission Secretary Camarena

### **PLEDGE OF ALLEGIANCE**

Chairperson Gaeta-Mejia led the audience in the Pledge of Allegiance.

**CONFIRMATION OF AGENDA** – Confirmed.

### **PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA**

Management Analyst Kinley said no requests for WRITTEN PUBLIC COMMENTS or VERBAL COMMENTS have been received for this meeting as of 4:03pm and would continue to be monitored via email during the meeting, should any be provided by the public.

## **ANNOUNCEMENTS, PRESENTATIONS AND WRITTEN COMMUNICATIONS**

- None

### **CONSENT CALENDAR**

#### **1. APPROVE MEETING MINUTES OF JUNE 09, 2021**

MOTION – A motion was made and seconded by Commissioners Casto/Schuknecht to approve the Consent Calendar as recommended. Motion passes, ayes (4), noes (0), abstain (0), absent 1 (Davidson).

### **BUSINESS SESSION**

#### **1. APPOINT HOUSING COMMISSION CHAIRPERSON AND VICE CHAIRPERSON FOR FISCAL YEAR 2021-22**

Management Analyst Kinley provided a brief description of the process, roles and responsibilities for Housing Commission Chairperson and Vice Chairperson, and Housing Commission introduced themselves.

Commission voted and made a motion to appoint a new Chairperson and Vice Chairperson for Fiscal Year 2021-22.

MOTION – A motion was made and seconded by Commissioners Schuknecht /Casto to recommend City Council appoint Commissioner Gaeta-Mejia as Chairperson for the Fiscal Year 2021-22. Motion passes, ayes (4), noes (0), abstain (0), absent 1 (Davidson).

MOTION – A motion was made and seconded by Commissioners Casto /Gaeta-Mejia to recommend City Council appoint Commissioner Pacheco as Vice Chairperson for the Fiscal Year 2021-22. Motion passes, ayes (4), noes (0), abstain (0), absent 1 (Davidson).

### **STUDY SESSION**

#### **1. REVIEW 2021-22 HOUSING COMMISSION ACTIVITY**

Management Analyst Kinley presented a summary of the history of the Housing Commission; schedule of annual meetings; and housing commission priorities and goals.

Commission and staff discussed land behind the new X-Park currently under construction. Staff explained the Housing Authority is in possession and



looking to develop affordable housing; and provided an update on Dune Palms Mobile Home Estates, per Commissions' request.

### **STAFF REPORTS AND INFORMATIONAL ITEMS**

Management Specialist Griffin introduced himself to the Commission and shared his background.

### **COMMISSIONER'S ITEMS** - None

### **ADJOURNMENT**

There being no further business, a motion was made and seconded by Commissioners Casto/Pacheco to adjourn the meeting at 4:32 p.m. Motion passes, ayes (4), noes (0), abstain (0), absent 1 (Davidson).

Respectfully submitted,

*Reyna Camarena*

REYNA CAMARENA, Commission Secretary  
City of La Quinta, California

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HOUSING COMMISSION MEETING: January 26, 2022

## STAFF REPORT

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**AGENDA TITLE:** RECOMMEND THE HOUSING AUTHORITY APPROVE PURCHASE AND SALE AGREEMENT WITH MANNINO LIVING TRUST TO ACQUIRE CERTAIN PROPERTY LOCATED ON THE NORTH SIDE OF HIGHWAY 111, WEST OF DUNE PALMS (APN 600-390-024)

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### RECOMMENDATION

Recommend the Housing Authority approve a Purchase and Sale Agreement with Mannino Living Trust for certain property located on the North side of Highway 111, West of Dune Palms (APN 600-390-024); and authorize the City Manager to execute the Agreement.

### EXECUTIVE SUMMARY

- The property is located between the Pavilion at La Quinta Shopping Center and the La Quinta Valley Plaza Shopping Center on Highway 111 and is proposed to be developed as a mixed-use project incorporating commercial and residential uses. (Attachment 1).
- The property would be acquired using a mix of housing authority funds and grant funding from the American Rescue Plan Act of 2021, which promotes the building of affordable housing and certain economic development projects.
- The purchase of this property would further the City's goals of fostering mixed use development, affordable housing, multi-modal transportation, and development of the Highway 111 Corridor as outlined in the General Plan 2035.

### FISCAL IMPACT

The total cost of acquisition of the parcel is \$8,573,479.20. Grant funds from the American Rescue Plan Act of 2021 may account for the total cost, including escrow fees, and any remaining amount will be paid using Housing Authority funds.

### BACKGROUND/ANALYSIS

The property to be purchased by the City is proposed to be developed as a mixed-use project with commercial and residential components, affordable housing, and a connecting thoroughfare linking the Pavilion at La Quinta

Shopping Center and the La Quinta Valley Plaza Shopping Center. Additionally, the project could serve as a future connection to the CV Link. The property would be acquired using a mix of housing authority funds and grant funding from the American Rescue Plan Act of 2021, which promotes the building of affordable housing and certain economic development projects. The development of the property would support affordable housing development as part of the Regional Housing Needs Assessment (RHNA) requirement for the City, provide commercial opportunities for businesses, and would further the development of the Highway 111 Corridor Plan.

## **ALTERNATIVES**

The Commission may elect not to move forward with the recommendation.

Prepared by: Doug Kinley, Management Analyst

Approved by: Gilbert Villalpando, Director

Attachment: 

1. Purchase Agreement
2. Area Map

**AGREEMENT FOR PURCHASE AND SALE  
AND ESCROW INSTRUCTIONS**

THIS AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS (“Agreement”) is made and entered into as of \_\_\_\_\_, 2022 (“Effective Date”) by and between the CITY OF LA QUINTA, a California municipal corporation and charter city (“Buyer”), and the following: Jay F. Mannino, as Trustee of the Jay F. Mannino Trust created u/d/t dated January 26, 2009; Jodi Elizabeth Mannino, as her sole and separate property; Jan Marie Satterfield, as her sole and separate property; Philip N. Binder, Trustee of the Jason Michael Mannino Trust U/I/D March 5, 1986; Christopher J. Mannino, Trustee of the Mannino Living Trust dated May 30, 2014, as his sole and separate property; Philip N. Binder, Trustee of the Lindsay Rae Satterfield Trust; Philip N. Binder, Trustee of the Emily Rose Satterfield Trust; and Philip N. Binder, Trustee of the Hailee Ann Satterfield Trust, as their interest appears of record (collectively, the “Seller”).

**R E C I T A L S:**

A. Seller is the owner of that certain real property located in the City of La Quinta, County of Riverside, State of California, comprising approximately 15.14 acres (or 659,498 sq. ft.) with Assessor’s Parcel Number (“APN”) 600-390-024, more particularly described in the legal description attached hereto as Exhibit “A” and incorporated herein by this reference (the “Property”). The Property is unimproved raw land.

B. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer, on the terms and conditions set forth herein.

**A G R E E M E N T:**

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants herein contained, the parties hereto agree as follows:

1. PROPERTY. Subject to all of the terms, conditions, and provisions of this Agreement, and for the consideration herein set forth, Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller the Property.

2. PURCHASE PRICE.

2.1 Amount. The purchase price which Seller agrees to accept, and Buyer agrees to pay for the Property is the sum of THIRTEEN DOLLARS PER SQUARE FOOT (\$13.00/sq.ft.) (“Purchase Price”). The total square footage of the Property shall be subject to confirmation by the Title Company, and the final Purchase Price shall be calculated based thereon if different than the square footage identified in Recital A of this Agreement. As of the Effective Date, the Purchase Price is anticipated to be Eight Million Five Hundred Seventy Three Thousand Four Hundred Seventy Nine Dollars (\$8,573,479.00), but this is subject to adjustment as set forth in this Section 2.1.

2.2 Earnest Money Deposit. Concurrent with its opening of the Escrow, Buyer shall deposit into Escrow an earnest money deposit in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) (“Earnest Money Deposit”). The Escrow Holder shall deposit the Earnest Money Deposit into an interest-bearing account. All interest earned on such funds shall be added to the original principal amount of the Earnest Money Deposit and be considered part of the same. The Earnest Money Deposit shall be nonrefundable upon the conclusion of the Due Diligence Period. Upon the Close of Escrow, the Earnest Money Deposit shall be credited toward the Purchase Price and paid to the Seller as part of the Purchase Price. Should Escrow fail to close, the Earnest Money Deposit shall be forfeited by Seller and shall be returned to the Buyer upon the cancelation of Escrow in accordance with this Agreement.

2.3 Deposit of Purchase Price. The Buyer shall deposit the Purchase Price, less the Earnest Money Deposit, with the Escrow Holder, plus Buyer’s closing costs and subject to adjustment for prorations and other charges, in good funds prior to the “Close of Escrow” (as defined in Section 6.1 below).

### 3. ESCROW.

3.1 Opening of Escrow. Closing of the sale of the Property shall take place through an escrow (“Escrow”) to be established within three (3) business days after the execution of this Agreement by the parties hereto, with Stewart Title of California (“Escrow Holder”) at its office located at 11870 Pierce Street, Ste. 100, Riverside, CA 92505 [(951) 276-2700]. The opening of the Escrow (the “Opening of Escrow”) shall be deemed to be the date that a fully executed copy of this Agreement is delivered to the Escrow Holder. Escrow Holder is instructed to notify Buyer and Seller in writing of the date of the Opening of Escrow.

3.2 Escrow Instructions. This Agreement, once deposited in Escrow, shall constitute the joint escrow instructions of Buyer and Seller to Escrow Holder. Additionally, if Escrow Holder so requires, Buyer and Seller agree to execute the standard preprinted form of escrow instructions that Escrow Holder customarily requires in real property escrows administered by it. In the event of any conflict or inconsistency between Escrow Holder’s standard instructions and the provisions of this Agreement, the provisions of this Agreement shall supersede and be controlling.

4. TITLE MATTERS. Buyer has obtained a preliminary title report (Order No.: 1561379) prepared by Stewart Title of California (“Title Company”) describing the state of title of the Property together with copies of all underlying documents (the “Preliminary Title Report”). Buyer may, at its sole cost and expense, obtain a current survey of the Property (a “Survey”). Notwithstanding anything herein to the contrary, Seller shall be obligated to remove all monetary encumbrances against the Property excluding non-delinquent real property taxes (except as otherwise provided in Section 9 below). Buyer shall notify Seller in writing of any objections Buyer may have to title exceptions contained in the Preliminary Title Report or matters shown on the Survey (if Buyer has obtained) no later than the date which is twenty-one (21) days after the later of (i) Opening of Escrow, or (ii) Buyer’s receipt of the Survey (“Buyer’s Objection Notice”). Buyer’s approval or disapproval of the matters set forth in the Preliminary Title Report (and the Survey, if applicable) may be granted or withheld in Buyer’s sole and absolute discretion. Buyer’s failure to provide Seller with a Buyer’s Objection Notice within said period shall constitute Buyer’s approval of all exceptions to title shown on the Preliminary Title Report and all matters

shown on the Survey (if Buyer has obtained). Seller shall have a period of five (5) days after receipt of Buyer's Objection Notice in which to deliver written notice to Buyer ("Seller's Notice") of Seller's election to either (i) agree to remove the objectionable items on the Preliminary Title Report or Survey prior to the Close of Escrow, or (ii) decline to remove any such title exceptions or Survey matters and terminate Escrow and the obligations of Buyer and Seller to purchase and sell the Property under this Agreement, in which event the provisions of Section 10.3 below shall apply. Seller's failure to provide Buyer with Seller's Notice within said period shall constitute Seller's election to remove the objectionable items on the Preliminary Title Report. If Seller notifies Buyer of its election to terminate rather than remove the objectionable items on the Preliminary Title Report or Survey, Buyer shall have the right, by written notice delivered to Seller within five (5) days after Buyer's receipt of Seller's Notice, to agree to accept the Property subject to the objectionable items, in which event Seller's election to terminate shall be of no effect, and Buyer shall take title at the Close of Escrow subject to such objectionable items without any adjustment to or credit against the Purchase Price. All exceptions to title shown on the Preliminary Title Report, other than those which Seller may agree to remove pursuant to this Section 4, shall be deemed to have been approved by Buyer unless Seller is notified otherwise in writing.

Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, including any survey exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement. The process set forth above for Buyer's review and Seller's response shall apply to any review and response with respect to any amendment or supplement to the Preliminary Title Report, and the Closing shall be extended for such period as is necessary to allow for that review and response process to be completed.

5. RIGHT OF ENTRY. Beginning on the Effective Date up to and including the Closing Date, Seller grants Buyer, its agents, contractors, employees, and representatives, the right to enter into and upon the Property at reasonable times for the purposes related to Buyer's inspection and proposed acquisition of the Property. Buyer shall not disturb the physical condition of the Property, or do any intrusive testing of the Property without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed. Any costs, expenses, or charges incurred or related to Buyer's activities under this right of entry shall be at the sole cost and expense of Buyer and at no cost and expense to Seller. Buyer shall, at its own cost and expense entirely, repair any damage to the Property resulting from any such entry and shall restore the Property to its condition prior to such entry. Buyer agrees to indemnify, defend and hold Seller and the Property harmless from any and all claims, liabilities, liens, actions, judgments, costs, expense, or charges (including without limitation attorneys' fees and costs) arising from or connected or related in any way to the right of entry granted under this Agreement.

6. CLOSE OF ESCROW.

6.1 Close of Escrow; Closing Date. Provided that all of the conditions of this Agreement precedent to the "Close of Escrow" (as hereinafter defined) as set forth in Section 10 below have been satisfied (or waived by the appropriate party) prior to or on the Closing Date, the Closing of this transaction for the sale and purchase of the Property shall take place on March 31, 2022 ("Outside Closing Date"). Notwithstanding the foregoing, if Buyer and Seller agree to advance the Closing, and so long as all of "Buyer's Conditions to Closing" and all of "Seller's Conditions to Closing" (as those terms are defined in Section 10) have been satisfied (or waived

by the appropriate party), Seller and Buyer may elect to authorize the Closing before the Outside Closing Date. The terms “Close of Escrow”, “Closing Date” and the “Closing” are used herein to mean the time Seller’s grant deed conveying fee title to the Property to Buyer is recorded in the Official Records of the Office of the County Recorder of Riverside (“Official Records”). If Escrow is not in a condition to close by the Outside Closing Date, either party not then in default hereunder may, upon five (5) days advance written notice to the other party and Escrow Holder, elect to terminate this Agreement and the Escrow. No such termination shall release either party then in default from liability for such default. If neither party so elects to terminate this Agreement and the Escrow, Escrow Holder shall close the Escrow as soon as possible.

## 6.2 Recordation; Release of Funds and Documents.

6.2.1 Escrow Holder is directed, on the Closing Date, to record in the Official Records, the following documents in the order listed: (i) the grant deed (in the form attached hereto as Exhibit “B”) transferring title to the Property to Buyer (“Grant Deed”); and (ii) such other and further documents as may be directed jointly by Buyer and Seller.

6.2.2 Upon the Closing, Escrow Holder shall deliver (i) the Purchase Price to Seller, less any amount to Closing costs, including property taxes and/or assessments allocable to Seller pursuant to Section 9 below, and (ii) conformed copies of all recorded documents to both Buyer and Seller.

6.2.3 Escrow Holder is authorized to request from Seller a fully executed copy of the Grant Deed at any time prior to the Close of Escrow, for submission to Buyer for the sole purpose of Buyer’s acceptance of same, in order to place such Grant Deed in a form ready for recording at the Close of Escrow. If Buyer receives such an executed Grant Deed prior to Close of Escrow, Buyer is authorized only to affix its acceptance thereon, or perform such other acts as are required to place the Grant Deed in a recordable form, but may not record the Grant Deed at any time prior to the Close of Escrow.

## 7. DELIVERY OF DOCUMENTS REQUIRED FROM BUYER AND SELLER.

7.1 Buyer’s Obligations. Buyer agrees that on or before 5:00 p.m. of the last business day immediately preceding the Closing Date, Buyer shall deposit or cause to be deposited with Escrow Holder the following:

- (a) The Purchase Price, less the Earnest Money Deposit; and
- (b) Any and all additional funds, instruments or other documents required from Buyer (executed and acknowledged where appropriate) as may be reasonably necessary in order for the Escrow Holder to comply with the terms of this Agreement and consummate the transaction.

7.2 Seller’s Obligations. Seller agrees that on or before 5:00 p.m. of the last business day immediately preceding the Closing Date, Seller shall deposit or cause to be deposited with Escrow Holder each of the following:



(a) The executed and acknowledged Grant Deed, subject only to the Permitted Exceptions (defined hereafter), and any prior submission to Buyer for acceptance, as provided in Paragraph 6.2.3 above;

(b) A Certificate of Non-Foreign Status (the “Non-Foreign Affidavit”) executed and acknowledged by Seller in the form attached hereto as Exhibit “C”; and

(c) All other funds, items, and instruments required from Seller, Escrow Holder, or Title Company (executed and acknowledged where appropriate) as may be reasonably necessary in order for the Escrow Holder to comply with the provisions of this Agreement and consummate the transaction.

## 8. TITLE INSURANCE POLICY.

8.1 Title Policy. At the Closing Date, the Title Company, as insurer, shall issue a CLTA owner’s standard coverage policy of title insurance (“Title Policy”), in favor of Buyer, as insured, for the Property, with liability in the amount of the Purchase Price, subject only to the following (the “Permitted Exceptions”):

(a) non-delinquent real property taxes, subject to Seller’s obligations to pay certain taxes pursuant to Section 9 below;

(b) covenants, conditions, restrictions and reservations of record that do not interfere with the Buyer’s proposed use of the Property, as determined in the sole and absolute discretion of Buyer;

(c) easements or rights-of-way over the Property for public or quasi-public utility or public street purposes;

(d) In Schedule B of the Preliminary Title Report, Exceptions Numbers: 4, 10, 11, and 12;

(e) title exceptions approved or deemed approved by Buyer pursuant to Section 4 above;

(f) any other exceptions approved by Buyer; and

(g) the standard printed conditions and exceptions contained in the CLTA standard owner’s policy of title insurance regularly issued by the Title Company.

8.2 Payment for Title Policy. Buyer shall be responsible for all charges for the Title Policy, and Surveys if elected by Buyer.

9. REAL PROPERTY TAXES AND ASSESSMENTS. Upon Buyer’s acquisition of fee title to the Property, the Property will be exempt from the payment of property taxes due to Buyer’s status as a public agency. Seller shall be responsible for paying (through Escrow at Closing) all real and personal property taxes and assessments which are of record (including but not limited to the unsecured property taxes in the amount of \$850.11 and other amounts due thereunder, recorded

August 5, 2016 as Instrument No. 2016-0334807 of Official Records and listed as Exception No. 13 on the Preliminary Title Report) as of the Closing Date and/or have accrued against the Property prior to (and including) the Closing Date (notwithstanding whether such taxes and/or assessments are due and payable as of the Closing Date). Seller shall be responsible for paying for all real or personal property taxes or assessments assessed against the Property after the Closing for any period prior to the Closing.

10. CONDITIONS PRECEDENT TO CLOSING.

10.1 Conditions Precedent to Buyer's Obligations. The obligations of Buyer under this Agreement to purchase the Property and close the Escrow shall be subject to the satisfaction or signed written waiver by Buyer of each and all of the following conditions precedent (collectively, "Buyer's Conditions to Closing"):

(a) On the Closing Date, the Title Company shall be irrevocably committed to issue the Title Policy pursuant to Section 8.1 above insuring fee title to the Property as being vested in Buyer, subject only to the Permitted Exceptions;

(b) Escrow Holder holds all instruments and funds required for the Closing and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement;

(c) Except as otherwise permitted by this Agreement, all representations and warranties by the Seller in this Agreement shall be true on and as of the Closing Date as though made at that time and all covenants of Seller pursuant to this Agreement shall have been fulfilled by the Closing Date;

(d) Buyer has received an appraisal for the Property;

(e) Buyer has received from Seller (and each of them) executed and witnessed originals or copies of each and every trust instrument in effect to confirm the authority of any trustee to dispose of the Property pursuant to this Agreement;

(f) The La Quinta City Council has approved the use of City funds, and/or the La Quinta Housing Authority has approved the use of affordable housing funds under the control of the Housing Authority, as appropriate, to purchase the Property; in this regard, it is expressly agreed and understood that the Property (or a portion thereof) is intended to be used for the development of low- and moderate-income housing, as that term is defined under applicable federal and state laws; it is further agreed and understood that the City and La Quinta Housing Authority will be responsible for and shall keep accurate records of the source of funds ultimately used for the acquisition of the Property; and

(g) Seller is not in material default of any term or condition of this Agreement.

In the event that any of Buyer's Conditions to Closing are not satisfied, deemed satisfied, or waived in a writing signed by Buyer prior to the expiration of the applicable period for satisfaction or waiver, Buyer may terminate this Agreement.

10.2 Conditions Precedent to Seller's Obligations. The obligations of Seller under this Agreement shall be subject to the satisfaction or signed written waiver by Seller of each and all of the following conditions precedent ("Seller's Conditions to Closing"):

(a) Escrow Holder holds the Purchase Price and all other instruments and funds required for the Closing and will deliver to Seller the instruments and funds, including but not limited to the Purchase Price (less any offsets against Seller specifically provided for hereunder) accruing to Seller pursuant to this Agreement;

(b) Buyer has identified the location on the Property at which, after completion of the improvement of the Property for an affordable housing or other development project, a commemorative plaque recognizing the Mannino Family as the prior owner of the Property and the family's contributions to the growth of the City over several years;

(c) Except as otherwise permitted by this Agreement, all representations and warranties by the Buyer in this Agreement shall be true on and as of the Closing Date as though made at that time and all covenants of Buyer pursuant to this Agreement shall have been fulfilled by the Closing Date; and

(d) Buyer is not in material default of any term or condition of this Agreement.

In the event that any of Seller's Conditions to Closing are not satisfied, deemed satisfied, or waived in a writing signed by Seller prior to the expiration of the applicable period for satisfaction or waiver, Seller may terminate this Agreement.

11. NOTICE OF DEFAULT. Upon a default by either Seller or Buyer under this Agreement, the non-defaulting party shall notify the defaulting party and Escrow Holder in writing of such default. If the non-defaulting party gives such notice, the notice shall set forth with specificity the alleged default and the defaulting party shall have ten (10) days to cure the default. If the defaulting party does not cure the default within ten (10) days of the receipt of such notice, the non-defaulting party may elect to terminate this Agreement and pursue the remedies provided in Section 12 below.

12. WAIVER OF DAMAGES, SPECIFIC PERFORMANCE. In the event a party defaults under this Agreement, the non-defaulting party's sole and exclusive remedy will be for specific performance of this Agreement. EACH PARTY HEREBY WAIVES ANY RIGHT TO PURSUE DAMAGES RESULTING FROM A DEFAULT OR BREACH OF THIS AGREEMENT, AND IN NO EVENT SHALL THE DEFAULTING PARTY BE LIABLE FOR DAMAGES FOR A DEFAULT OR BREACH OF DEFAULTING PARTY'S OBLIGATION UNDER THIS AGREEMENT, ALL OF WHICH RIGHTS ARE HEREBY WAIVED AND RELINQUISHED BY THE NON-DEFAULTING PARTY. The parties agree that the foregoing limitation on their respective remedies and measure of damages is reasonable under all of the circumstances of this Agreement, and is a material consideration for the parties entering into this Agreement.

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

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

13. POSSESSION. Possession of the Property, free from all tenancies, parties in possession and occupants, shall be delivered by Seller to Buyer on the Closing Date, subject only to the Permitted Exceptions.

14. ALLOCATION OF COSTS.

14.1 Buyer's Costs. Buyer shall pay any escrow fees or similar charges of Escrow Holder, all charges for the Title Policy, and Surveys if elected by Buyer, and the cost of recording the Grant Deed and any other recording charges.

14.2 Miscellaneous Costs. Except to the extent otherwise specifically provided herein, all other expenses incurred by Seller and Buyer with respect to the negotiation, documentation and closing of this transaction, including, without limitation, attorneys' fees, shall be borne and paid by the party incurring same.

15. CONDEMNATION. In the event that, prior to the Close of Escrow, any governmental entity (other than the City of La Quinta) shall commence any proceedings of or leading to eminent domain or similar type proceedings to take all or any portion of the Property, Buyer or Seller shall promptly meet and confer in good faith to evaluate the effect of such action on the purposes of this Agreement.

16. DAMAGE. If the Property is damaged or destroyed by any casualty (a "Casualty") after the Effective Date, but prior to the Closing, and the costs to repair or restore same shall exceed Fifteen Thousand Dollars (\$15,000.00) (as reasonably determined by Seller and Buyer), then Buyer shall have the option to terminate this Agreement by delivery of a Termination Notice to Seller prior to the Closing. In the alternative, if a Casualty shall occur prior to the Closing, and if Buyer does not so exercise its right to terminate, then Buyer shall proceed with the Closing and upon consummation of the transaction herein provided, Seller shall assign to Buyer all claims of Seller under or pursuant to any applicable casualty insurance coverage and all proceeds from any such casualty insurance received by Seller on account of any such Casualty, the damage from which shall not have been repaired by Seller prior to the Closing, and provide Buyer with a credit against the Purchase Price in an amount equal to the deductible under such casualty insurance coverage. Seller agrees to execute any documents reasonably necessary to effectuate the provisions of this Section 16.

17. HAZARDOUS MATERIALS. To the best of Seller's knowledge (without any obligation of Seller to further investigate), the Property has not at any time been used for the purposes of storing, manufacturing, releasing or dumping Hazardous Materials. For purposes of this Agreement, the term "Hazardous Materials" shall mean (1) hazardous wastes, hazardous materials, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including, but not limited to, substances deemed as "hazardous wastes," "hazardous materials," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9601 et seq.; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. § 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1802; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 9601, et seq.; the Clean Water Act

("CWA"), 33 U.S.C. § 1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300 et seq.; the Clean Air Act ("CAA"), 42 U.S.C. § 7401 et seq.; the Hazardous Waste Control Law, California Health and Safety Code § 25025 et seq., the Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health and Safety Code, Division 20, Chapter 6.8, the Hazardous Materials Release Response Plans and Inventory Act, California Health and Safety Code, Division 20, Chapter 6.95, The Underground Storage of Hazardous Substances Act, California Health and Safety Code, Division 20, Chapter 6.7, the Porter-Cologne Act, California Water Code § 13050 et seq. and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively the "Environmental Laws"); and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation, ordinance or common law doctrine, including any Environmental Law, now or hereafter in effect, including, but not limited to, (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel, (E) asbestos, (F) lead in water, paint or elsewhere, (G) radon, (H) polychlorinated biphenyls (PCB's) and (I) ureaformaldehyde.

18. COVENANTS OF SELLER. Seller agrees that during the period between the Effective Date of this Agreement and the Closing Date:

(a) Seller shall maintain the Property in not less than the state of repair as that existing on the Effective Date (excepting ordinary wear and tear);

(b) Seller shall not convey, grant, lease, assign, mortgage, hypothecate, encumber, or otherwise transfer (on or off record) the Property or any interest therein;

(c) Prior to Closing, Seller shall maintain Seller's existing insurance on the Property; and

(d) Prior to the Closing, Seller shall not alter the physical condition of the Property or introduce or release, or permit the introduction or release, of any Hazardous Materials in, from, under, or on the Property.

19. MISCELLANEOUS.

19.1 Assignment. This Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors, and assigns. Neither party to this Agreement may assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent and approval of the other party, which consent and approval shall not be unreasonably withheld. No provision of this Agreement is intended nor shall in any way be construed to benefit any party not a signatory hereto or to create a third party beneficiary relationship.

19.2 Notices. All notices under this Agreement shall be effective upon personal delivery, upon delivery by reputable overnight courier service that provides a receipt with the date and time of delivery, or two (2) business days after deposit in the United States mail, registered, certified, postage fully prepaid and addressed to the respective parties as set forth below or as to such other address as the parties may from time to time designate in writing:

To Seller: Jay F. Mannino, Trustee

\_\_\_\_\_  
\_\_\_\_\_  
with copy to:  
MANNINO LIVING TRUST  
9276 E VASSAR AVE  
DENVER CO 80231

To Buyer: City of La Quinta  
78495 Calle Tampico  
La Quinta, CA 92253  
Attn: City Manager

with copy to:  
Rutan & Tucker, LLP  
18575 Jamboree Rd, 9th Floor  
Irvine, California 92612  
Attn: William H. Ihrke

19.3 Fair Meaning. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto.

19.4 Headings. The headings at the beginning of each numbered Section of this Agreement are solely for the convenience of the parties hereto and are not a part of this Agreement.

19.5 Choice of Laws; Litigation Matters. This Agreement shall be governed by the internal laws of the State of California and any question arising hereunder shall be construed or determined according to such law. The Superior Court of the State of California in and for the County of Riverside, or such other appropriate court in such county, shall have exclusive jurisdiction of any litigation between the parties concerning this Agreement. Service of process on Buyer shall be made in accordance with California law. Service of process on Seller shall be made in any manner permitted by California law and shall be effective whether served inside or outside California.

19.6 Nonliability of Buyer and Seller Officials. No officer, official, member, employee, agent, or representative of Buyer or Seller shall be liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, or representative.

19.7 Gender; Number. As used in this Agreement, masculine, feminine, and neuter gender and the singular or plural number shall be deemed to include the others wherever and whenever the context so dictates.

19.8 Survival. This Agreement and all covenants to be performed after the Closing, and, except as otherwise set forth herein, all representations and warranties contained herein, shall survive the Closing Date and shall remain a binding contract between the parties hereto.



19.9 Time of Essence. Time is of the essence of this Agreement and of each and every term and provision hereof, it being understood that the parties hereto have specifically negotiated the dates for the completion of each obligation herein.

19.10 Time Period Computations. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and California state or national holidays unless the reference is to business days, in which event such weekends and holidays shall be excluded in the computation of time and provide that if the last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or California state or national holiday, such act or notice shall be deemed to have been timely performed or given on the next succeeding day which is not a Saturday, Sunday or California state or national holiday.

19.11 Waiver or Modification. A waiver of a provision hereof, or modification of any provision herein contained, shall be effective only if said waiver or modification is in writing, and signed by both Buyer and Seller. No waiver of any breach or default by any party hereto shall be considered to be a waiver of any breach or default unless expressly provided herein or in the waiver.

19.12 Broker's Fees. Seller and Buyer represent and warrant to the other that neither Buyer nor Seller has employed any broker and/or finder to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorney's fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with the conveyance of the Property arising out of agreements by the indemnifying party to pay any commission or finder's fee.

19.13 Duplicate Originals. This Agreement may be executed in any number of duplicate originals or counterparts, all of which shall be of equal legal force and effect.

19.14 Severability. If any term, covenant or condition of this Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons, entities, or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19.15 Exhibits. The following exhibits are attached hereto and incorporated herein by this reference:

Exhibit "A"    Legal Description of Property  
Exhibit "B"    Grant Deed  
Exhibit "C"    Non-Foreign Affidavit

19.16 Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering

into this Agreement does not violate any provision of any other agreement to which such party is bound.

19.17 Entire Agreement; Amendment. Except as set forth above, this Agreement and the exhibits incorporated herein contain the entire agreement of Buyer and Seller with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Agreement may be amended or modified in any manner whatsoever except by an agreement in writing signed by duly authorized officers or representatives of each of the parties hereto.

[END -- SIGNATURE PAGE FOLLOWS]

[DRAFT]



IN WITNESS WHEREOF, Buyer and Seller each hereby represents that it has read this Agreement, understands it, and hereby executes this Agreement to be effective as of the day and year first written above.

**BUYER:**

CITY OF LA QUINTA, a California  
municipal corporation and charter city

By: \_\_\_\_\_  
\_\_\_\_Jon McMillen, City Manager

ATTEST:

\_\_\_\_\_  
Monika Radeva, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
William H. Ihrke, City Attorney

[signatures continue on next page]

DRAFT

**SELLER:**

Jay F. Mannino, as Trustee of the Jay F. Mannino Trust created u/d/t dated January 26, 2009

By: \_\_\_\_\_  
Jay F. Mannino, Trustee

By: \_\_\_\_\_  
\_\_\_\_\_, Trustee

Jodi Elizabeth Mannino, as her sole and separate property

By: \_\_\_\_\_  
Jodi Elizabeth Mannino, an individual

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

Jan Marie Satterfield, as her sole and separate property

By: \_\_\_\_\_  
Jan Marie Satterfield, an individual,

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

Philip N. Binder, Trustee of the Jason Michael Mannino Trust U/I/D March 5, 1986

By: \_\_\_\_\_  
Philip N. Binder, Trustee

By: \_\_\_\_\_  
\_\_\_\_\_, Trustee

[signatures continue on next page]

**SELLER (continued):**

Christopher J. Mannino, Trustee of the Mannino Living Trust dated May 30, 2014, as his sole and separate property

By: \_\_\_\_\_  
Christopher J. Mannino, Trustee

By: \_\_\_\_\_  
\_\_\_\_\_, Trustee

Philip N. Binder, Trustee of the Lindsay Rae Satterfield Trust

By: \_\_\_\_\_  
Philip N. Binder, Trustee

By: \_\_\_\_\_  
\_\_\_\_\_, Trustee

Philip N. Binder, Trustee of the Emily Rose Satterfield Trust

By: \_\_\_\_\_  
Philip N. Binder, Trustee

By: \_\_\_\_\_  
\_\_\_\_\_, Trustee

Philip N. Binder, Trustee of the Hailee Ann Satterfield Trust, as their interest appears of record

By: \_\_\_\_\_  
Philip N. Binder, Trustee

By: \_\_\_\_\_  
\_\_\_\_\_, Trustee

[end of signatures]

Stewart Title of California, Inc. agrees to act as Escrow Holder in accordance with the terms of this Agreement that are applicable to it.

STEWART TITLE OF CALIFORNIA, INC.

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

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

Its: Escrow Officer

[DRAFT]

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

The real property and improvements thereon situated in the State of California, County of Riverside, City of La Quinta, are described as follows:

That portion of the West half of the East half of the Northwest quarter of Section 29; Township 5 South, Range 7 East, San Bernardino Base and Meridian, as shown by United State Government survey; approved July 15, 1856; lying Southerly of the Coachella Valley Storm Water right of way, as established by decree of condemnation October 6, 1923 in [Book 591 Page 223](#) of deeds, records of Riverside County, California and Northerly of the Northerly line of that State highway right of way as granted to the State of California by deed recorded July 8, 1936 in [Book 285 Page 310](#) of Official Records of Riverside County, California;

Excepting therefrom that portion lying Southerly of the Northerly line of the Parcel of land conveyed to the State of California by deed recorded June 5, 1968 as [Instrument No. 51793](#) of Official Records of Riverside County, California;

Also excepting therefrom that portion conveyed to Coachella Valley County Water District by deed recorded September 4, 1962 as [Instrument No. 82749](#) of Official Records of Riverside County, California.

Excepting that portion conveyed to the City of La Quinta by that certain grant deed recorded July 8, 2003 as [Document No. 2003-507393](#) as more particularly described as follows:

A portion of the West one half of the East one half of the Northwest one quarter of Section 29, Township 5 South, Range 7 East, San Bernardino Meridian, as shown on deed recorded March 13, 1989 as [Instrument No. 75451](#), of Official more Particularly described as follows:

Beginning at the intersection of the Westerly line of the said West one half with the Northerly line of the right of way of highway 111(55-foot half width) as shown in deed recorded December 11, 1967, as [Instrument No. 108641](#); thence North 00° 13' 25" West 200.03 feet along said Westerly line, also being the Easterly line of Parcel Map No. 29351, Parcel Map [Book 197 Pages 33 through 36](#), records of Riverside County, California;

Thence South 82° 13' 54" East 82.26 feet;

Thence South 00° 13' 25" East 85.73 feet to the beginning of a tangent curve concave Westerly and having a radius of 544.00 feet, a line radial to said curve at said point bears South 89° 46' 35" West;

Thence Southerly along the arc of said curve an arc distance of 75.37 feet through a central angle of 07° 56' 17", a line radial to said curve at said point bears South 82° 17' 08" East;

Thence South 37° 17' 08" East 32.53 feet;

Thence South 07° 42' 52" West 15.00 feet to a point on the Northerly right of way line of highway III;

Thence North 82° 17' 08" West 94.69 feet along said right of way line, to the point of beginning.

APN: 600-390-024

(End of Legal Description)

**EXHIBIT “B”**  
**FORM OF GRANT DEED**

[SEE ATTACHED]

[DRAFT]

RECORDING REQUESTED BY AND:  
WHEN RECORDED MAIL TO:

City of La Quinta  
78495 Calle Tampico  
La Quinta, CA 92253  
Attn: City Manager

Space above this line for Recorder's Use  
Exempt from Recordation Fee per Gov. Code § 27383

MAIL TAX STATEMENTS TO:

City of La Quinta  
78495 Calle Tampico  
La Quinta, CA 92253  
Attn: City Manager

The undersigned declares exemption under the following:  
Exempt from recording fee pursuant to Government Code  
Section 27383; recorded by a municipality  
Exempt from documentary transfer tax pursuant to Revenue  
and Taxation Code Section 11922; government agency  
acquiring title

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

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the following: Jay F. Mannino, as Trustee of the Jay F. Mannino Trust created u/d/t dated January 26, 2009; Jodi Elizabeth Mannino, as her sole and separate property; Jan Marie Satterfield, as her sole and separate property; Philip N. Binder, Trustee of the Jason Michael Mannino Trust U/I/D March 5, 1986; Christopher J. Mannino, Trustee of the Mannino Living Trust dated May 30, 2014, as his sole and separate property; Philip N. Binder, Trustee of the Lindsay Rae Satterfield Trust; Philip N. Binder, Trustee of the Emily Rose Satterfield Trust; and Philip N. Binder, Trustee of the Hailee Ann Satterfield Trust, as their interest appears of record (collectively, the "GRANTOR"), hereby grants, conveys, and transfers to the CITY OF LA QUINTA, a California municipal corporation and charter city, the real property in the City of La Quinta, County of Riverside, State of California, described on Attachment No. 1 attached hereto and incorporated herein by reference (the "Property").

[continued on following page]

The Property conveyed hereby is subject to all matters of record.

**SELLER:**

Jay F. Mannino, as Trustee of the Jay F. Mannino Trust created u/d/t dated January 26, 2009

By: \_\_\_\_\_  
Jay F. Mannino, Trustee

By: \_\_\_\_\_  
\_\_\_\_\_, Trustee

Jodi Elizabeth Mannino, as her sole and separate property

By: \_\_\_\_\_  
Jodi Elizabeth Mannino, an individual

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

Jan Marie Satterfield, as her sole and separate property

By: \_\_\_\_\_  
Jan Marie Satterfield, an individual,

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

Philip N. Binder, Trustee of the Jason Michael Mannino Trust U/I/D March 5, 1986

By: \_\_\_\_\_  
Philip N. Binder, Trustee

By: \_\_\_\_\_  
\_\_\_\_\_, Trustee

[signatures continue on next page]



**SELLER (continued):**

Christopher J. Mannino, Trustee of the Mannino Living Trust dated May 30, 2014, as his sole and separate property

By: \_\_\_\_\_  
Christopher J. Mannino, Trustee

By: \_\_\_\_\_  
\_\_\_\_\_, Trustee

Philip N. Binder, Trustee of the Lindsay Rae Satterfield Trust

By: \_\_\_\_\_  
Philip N. Binder, Trustee

By: \_\_\_\_\_  
\_\_\_\_\_, Trustee

Philip N. Binder, Trustee of the Emily Rose Satterfield Trust

By: \_\_\_\_\_  
Philip N. Binder, Trustee

By: \_\_\_\_\_  
\_\_\_\_\_, Trustee

Philip N. Binder, Trustee of the Hailee Ann Satterfield Trust, as their interest appears of record

By: \_\_\_\_\_  
Philip N. Binder, Trustee

By: \_\_\_\_\_  
\_\_\_\_\_, Trustee

[end of signatures]

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 Riverside )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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)

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 Riverside )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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)

CERTIFICATE OF ACCEPTANCE

This Certificate of Acceptance is to certify that the interest in real property conveyed by the grant deed dated \_\_\_\_\_, from INSERT \_\_\_\_\_ (“Grantor”), to the CITY OF LA QUINTA, a California municipal corporation and charter city (“Grantee”), is hereby accepted by order of the CITY OF LA QUINTA pursuant to authority conferred on by Resolution No. 2012-008, adopted by the Grantee’s City Council on April 17, 2012, and Grantee hereby consents to recordation thereof by its duly authorized officer.

Date: \_\_\_\_\_ “GRANTEE”

CITY OF LA QUINTA

By: \_\_\_\_\_  
Jon McMillen, City Manager

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 Riverside )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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)

ATTACHMENT NO. 1 TO GRANT DEED

LEGAL DESCRIPTION OF REAL PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LA QUINTA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

That portion of the West half of the East half of the Northwest quarter of Section 29; Township 5 South, Range 7 East, San Bernardino Base and Meridian, as shown by United State Government survey; approved July 15, 1856; lying Southerly of the Coachella Valley Storm Water right of way, as established by decree of condemnation October 6, 1923 in [Book 591 Page 223](#) of deeds, records of Riverside County, California and Northerly of the Northerly line of that State highway right of way as granted to the State of California by deed recorded July 8, 1936 in [Book 285 Page 310](#) of Official Records of Riverside County, California;

Excepting therefrom that portion lying Southerly of the Northerly line of the Parcel of land conveyed to the State of California by deed recorded June 5, 1968 as [Instrument No. 51793](#) of Official Records of Riverside County, California;

Also excepting therefrom that portion conveyed to Coachella Valley County Water District by deed recorded September 4, 1962 as [Instrument No. 82749](#) of Official Records of Riverside County, California.

Excepting that portion conveyed to the City of La Quinta by that certain grant deed recorded July 8, 2003 as [Document No. 2003-507393](#) as more particularly described as follows:

A portion of the West one half of the East one half of the Northwest one quarter of Section 29, Township 5 South, Range 7 East, San Bernardino Meridian, as shown on deed recorded March 13, 1989 as [Instrument No. 75451](#), of Official more Particularly described as follows:

Beginning at the intersection of the Westerly line of the said West one half with the Northerly line of the right of way of highway 111(55-foot half width) as shown in deed recorded December 11, 1967, as [Instrument No. 108641](#); thence North 00° 13' 25" West 200.03 feet along said Westerly line, also being the Easterly line of Parcel Map No. 29351, Parcel Map [Book 197 Pages 33 through 36](#), records of Riverside County, California;

Thence South 82° 13' 54" East 82.26 feet;

Thence South 00° 13' 25" East 85.73 feet to the beginning of a tangent curve concave Westerly and having a radius of 544.00 feet, a line radial to said curve at said point bears South 89° 46' 35" West;

Thence Southerly along the arc of said curve an arc distance of 75.37 feet through a central angle of 07° 56' 17", a line radial to said curve at said point bears South 82° 17' 08" East;

Thence South 37° 17' 08" East 32.53 feet;

Thence South 07° 42' 52" West 15.00 feet to a point on the Northerly right of way line of highway III;

Thence North 82° 17' 08" West 94.69 feet along said right of way line, to the point of beginning.

APN: 600-390-024

(End of Legal Description)

**EXHIBIT "C"**

**AFFIDAVIT OF NON-FOREIGN ENTITY**

TO: CITY OF LA QUINTA ("**Buyer**")

The Internal Revenue Code of 1954 ("**Code**") (26 U.S.C. Sections 1445, 7701) provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon transfer of that certain U.S. real property interest described in Exhibit "A" to the Agreement for Purchase and Sale and Escrow Instructions dated \_\_\_\_\_, 2021, and incorporated herein by reference ("**Property**"), that the undersigned ("**Seller**") hereby certifies the following:

1. Seller is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); and
2. The U.S. taxpayer identification number for Seller is \_\_\_\_\_; and
3. The address for mailing purposes of Seller is: \_\_\_\_\_;  
and
4. Seller understands that this certification may be disclosed to the Internal Revenue Service by Buyer and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief, it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Seller.

[signatures on next page]

**SELLER:**

Jay F. Mannino, as Trustee of the Jay F. Mannino Trust created u/d/t dated January 26, 2009

By: \_\_\_\_\_  
Jay F. Mannino, Trustee

By: \_\_\_\_\_  
\_\_\_\_\_, Trustee

Jodi Elizabeth Mannino, as her sole and separate property

By: \_\_\_\_\_  
Jodi Elizabeth Mannino, an individual

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

Jan Marie Satterfield, as her sole and separate property

By: \_\_\_\_\_  
Jan Marie Satterfield, an individual,

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

Philip N. Binder, Trustee of the Jason Michael Mannino Trust U/I/D March 5, 1986

By: \_\_\_\_\_  
Philip N. Binder, Trustee

By: \_\_\_\_\_  
\_\_\_\_\_, Trustee

[signatures continue on next page]

**SELLER (continued):**

Christopher J. Mannino, Trustee of the Mannino Living Trust dated May 30, 2014, as his sole and separate property

By: \_\_\_\_\_  
Christopher J. Mannino, Trustee

By: \_\_\_\_\_  
\_\_\_\_\_, Trustee

Philip N. Binder, Trustee of the Lindsay Rae Satterfield Trust

By: \_\_\_\_\_  
Philip N. Binder, Trustee

By: \_\_\_\_\_  
\_\_\_\_\_, Trustee

Philip N. Binder, Trustee of the Emily Rose Satterfield Trust

By: \_\_\_\_\_  
Philip N. Binder, Trustee

By: \_\_\_\_\_  
\_\_\_\_\_, Trustee

Philip N. Binder, Trustee of the Hailee Ann Satterfield Trust, as their interest appears of record

By: \_\_\_\_\_  
Philip N. Binder, Trustee

By: \_\_\_\_\_  
\_\_\_\_\_, Trustee

[end of signatures]

**AGREEMENT FOR PURCHASE AND SALE AND  
ESCROW INSTRUCTIONS  
BY AND BETWEEN**

**BAY SHORE INC., A PROFIT SHARING PLAN AND TRUST FBO MICHAEL J.  
SHOVLIN AND CLAUDIA F. SHOVLIN, TRUSTEES**

**(“SELLER”)**

**AND**

**CITY OF LA QUINTA**

**(“BUYER”)**



## TABLE OF CONTENTS

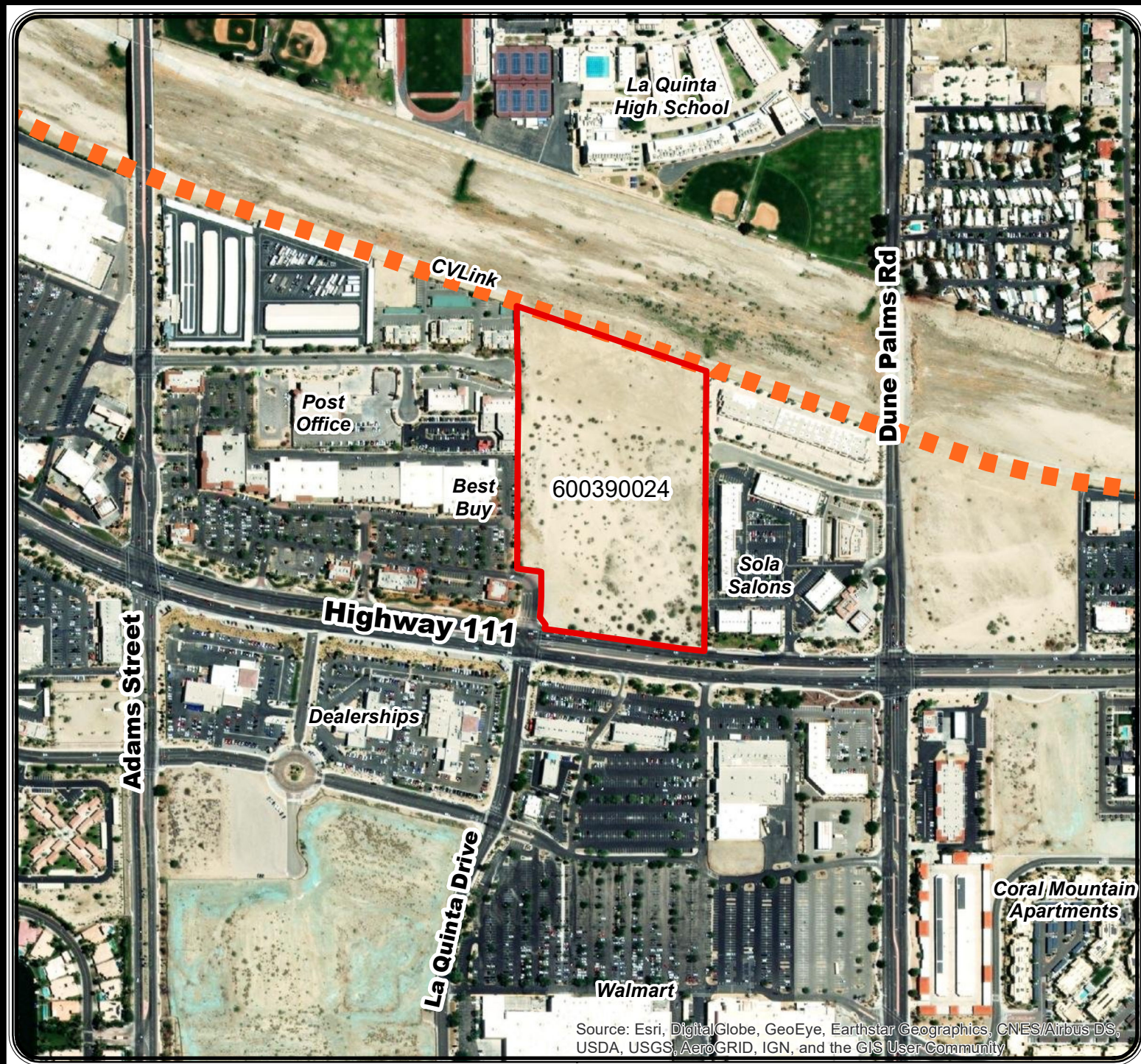
	<u>Page</u>
1. PROPERTY .....	1
2. PURCHASE PRICE .....	1
2.1 Amount .....	1
2.2 Deposit of Purchase Price .....	1
3. ESCROW .....	1
3.1 Opening of Escrow .....	1
3.2 Escrow Instructions.....	2
4. TITLE MATTERS.....	2
5. RIGHT OF ENTRY .....	3
6. CLOSE OF ESCROW .....	3
6.1 Close of Escrow; Closing Date.....	3
6.2 Recordation; Release of Funds and Documents .....	3
7. DELIVERY OF DOCUMENTS REQUIRED FROM BUYER AND SELLER.....	4
7.1 Buyer's Obligations .....	4
7.2 Seller's Obligations.....	4
8. TITLE INSURANCE POLICY .....	4
8.1 Title Policy.....	4
8.2 Payment for Title Policy .....	5
9. REAL PROPERTY TAXES AND ASSESSMENTS .....	5
10. CONDITIONS PRECEDENT TO CLOSING .....	5
10.1 Conditions Precedent to Buyer's Obligations.....	5
10.2 Conditions Precedent to Seller's Obligations .....	6
11. NOTICE OF DEFAULT.....	6
12. WAIVER OF DAMAGES, SPECIFIC PERFORMANCE.....	6
13. POSSESSION.....	7
14. ALLOCATION OF COSTS .....	7
14.1 Buyer's Costs .....	7
14.2 Miscellaneous Costs.....	7

	<u>Page</u>
15. CONDEMNATION .....	7
16. DAMAGE .....	7
17. HAZARDOUS MATERIALS .....	8
18. COVENANTS OF SELLER.....	8
19. MISCELLANEOUS .....	9
19.1 Assignment .....	9
19.2 Notices .....	9
19.3 Fair Meaning .....	9
19.4 Headings .....	9
19.5 Choice of Laws; Litigation Matters .....	9
19.6 Nonliability of Buyer and Seller Officials .....	10
19.7 Gender; Number.....	10
19.8 Survival .....	10
19.9 Time of Essence .....	10
19.10 Time Period Computations .....	10
19.11 Waiver or Modification.....	10
19.12 Broker’s Fees .....	10
19.13 Duplicate Originals .....	10
19.14 Severability .....	10
19.15 Exhibits .....	11
19.16 Authority .....	11
19.17 Entire Agreement; Amendment .....	11

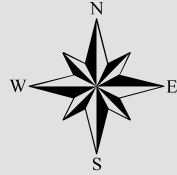
**EXHIBITS**

- Exhibit “A”    Legal Description of Property  
Exhibit “B”    Form of Grant Deed  
Exhibit “C”    Form of Affidavit of Non-Foreign Entity





**PROPERTY  
ACQUISITION  
APN 600-390-024**



*La Quinta*

**City of La Quinta**  
Planning Division

Design and Development Department

January 2022

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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