



Housing Authority agendas and staff reports are available on the City's web site: [www.laquintaca.gov](http://www.laquintaca.gov)

# HOUSING AUTHORITY AGENDA

CITY HALL COUNCIL CHAMBER  
78495 Calle Tampico La Quinta

**REGULAR QUARTERLY MEETING  
TUESDAY, OCTOBER 17, 2023 AT 6:00 P.M.**

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

## **CALL TO ORDER**

ROLL CALL: Authority Members: Evans, Fitzpatrick, McGarrey, Sanchez, and Chairperson Peña

## **VERBAL ANNOUNCEMENT – AB 23 [AUTHORITY SECRETARY]**

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

At this time, members of the public may address the Housing Authority on any matter not listed on the agenda pursuant to the “Public Comments – Instructions” listed at the end of the agenda. The Housing Authority 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 the Brown Act [Government Code § 54954.2(b)].

## **CONFIRMATION OF AGENDA**

## **CONSENT CALENDAR**

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

- |  | <b><u>PAGE</u></b> |
|--|--------------------|
| 1. APPROVE HOUSING AUTHORITY SPECIAL MEETING MINUTES DATED JUNE 20, 2023   | 5                  |
| 2. ADOPT RESOLUTION TO APPROVE AMENDMENT NO. 1 TO AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS WITH BP DUNE PALMS, LP, BY GENERAL PARTNER BLACKPOINT PROPERTIES, LLC, | 7                  |

REGARDING STORMWATER OUTFLOW IMPROVEMENTS RELATED TO THE ACQUISITION OF A PORTION OF CERTAIN REAL PROPERTY COMPRISED OF 5.199 ACRES LOCATED ON THE NORTHEAST CORNER OF HIGHWAY 111 AND DUNE PALMS ROAD (APN: 600-030-018); CEQA: THE PROJECT IS EXEMPT FROM ENVIRONMENTAL REVIEW PURSUANT TO SECTION 15061 (b)(3) "COMMON SENSE EXEMPTION" [RESOLUTION NO. HA 2023-004]

**HOUSING AUTHORITY MEMBERS' ITEMS**

**ADJOURNMENT**

\*\*\*\*\*

The next regular quarterly meeting of the Housing Authority will be held on January 16, 2024, at 4:00 p.m. in the City Council Chamber, 78495 Calle Tampico, La Quinta, CA 92253.

**DECLARATION OF POSTING**

I, Monika Radeva, Authority Secretary of the La Quinta Housing Authority, do hereby declare that the foregoing agenda for the La Quinta Housing Authority was posted on the City's website, near the entrance to the Council Chamber at 78495 Calle Tampico, and the bulletin board at the La Quinta Cove Post Office at 51321 Avenida Bermudas, on October 13, 2023.

DATED: October 13, 2023

MONIKA RADEVA, Authority Secretary  
La Quinta Housing Authority

**Public Notices**

- Agenda packet materials are available for public inspection: 1) at the Clerk's Office at La Quinta City Hall, located at 78495 Calle Tampico, La Quinta, California 92253; and 2) on the City's website at <https://www.laquintaca.gov/business/city-council/housing-authority-agendas/>, in accordance with the Brown Act [Government Code § 54957.5; AB 2647 (Stats. 2022, Ch. 971)].
- The La Quinta City Council Chamber is handicapped accessible. If special equipment is needed for the hearing impaired, please call the City Clerk's office at (760) 777-7123, 24-hours in advance of the meeting and accommodations will be made.
- If background material is to be presented to the Housing Authority during a Housing Authority meeting, please be advised that 15 copies of all documents, exhibits, etc.,

must be supplied to the Authority Secretary for distribution. It is requested that this takes place prior to the beginning of the meeting.

## **PUBLIC COMMENTS - INSTRUCTIONS**

Members of the public may address the Housing Authority on any matter listed or not listed on the agenda as follows:

WRITTEN PUBLIC COMMENTS can be provided either in-person during the meeting by submitting 15 copies to the Authority Secretary, it is requested that this takes place prior to the beginning of the meeting; or can be emailed in advance to [CityClerkMail@LaQuintaCA.gov](mailto:CityClerkMail@LaQuintaCA.gov), no later than 12:00 p.m., on the day of the meeting. Written public comments will be distributed to the Housing Authority, made public, and will be incorporated into the public record of the meeting, but will not be read during the meeting unless, upon the request of the Chairperson, a brief summary of public comments is asked to be reported.

If written public comments are emailed, the email subject line must clearly state **“Written Comments”** and should include: **1) full name, 2) city of residence, and 3) subject matter.**

VERBAL PUBLIC COMMENTS can be provided in-person during the meeting by completing a “Request to Speak” form and submitting it to the Authority Secretary; it is requested that this takes place prior to the beginning of the meeting. Please limit your comments to three (3) minutes (or approximately 350 words). Members of the public shall be called upon to speak by the Chairperson.

In accordance with City Council Resolution No. 2022-027, a one-time additional speaker time donation of three (3) minutes per individual is permitted; please note that the member of the public donating time must: 1) submit this in writing to the Authority Secretary by completing a “Request to Speak” form noting the name of the person to whom time is being donated to, and 2) be present at the time the speaker provides verbal comments.

Verbal public comments are defined as comments provided in the speakers’ own voice and may not include video or sound recordings of the speaker or of other individuals or entities, unless permitted by the Chairperson.

Public speakers may elect to use printed presentation materials to aid their comments; 15 copies of such printed materials shall be provided to the Authority Secretary to be disseminated to the Housing Authority, made public, and incorporated into the public record of the meeting; it is requested that the printed materials are provided prior to the beginning of the meeting. There shall be no use of Chamber resources and technology to display visual or audible presentations during public comments, unless permitted by the Chairperson.

All writings or documents, including but not limited to emails and attachments to emails, submitted to the City regarding any item(s) listed or not listed on this agenda are public

records. All information in such writings and documents is subject to disclosure as being in the public domain and subject to search and review by electronic means, including but not limited to the City's Internet Web site and any other Internet Web-based platform or other Web-based form of communication. All information in such writings and documents similarly is subject to disclosure pursuant to the California Public Records Act [Government Code § 7920.000 *et seq.*].

## **TELECONFERENCE ACCESSIBILITY – INSTRUCTIONS**

*Teleconference accessibility may be triggered in accordance with AB 2449 (Stats. 2022, Ch. 285), codified in the Brown Act [Government Code § 54953], if a member of the Housing Authority requests to attend and participate in this meeting remotely due to “just cause” or “emergency circumstances,” as defined, and only if the request is approved. In such instances, remote public accessibility and participation will be facilitated via Zoom Webinar as detailed at the end of this Agenda.*

### **\*\*\* TELECONFERENCE PROCEDURES – PURSUANT TO AB 2449\*\*\***

#### **APPLICABLE ONLY WHEN TELECONFERENCE ACCESSIBILITY IS IN EFFECT**

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

Only one person at a time may speak by teleconference and only after being recognized by the Chair.

**ZOOM LINK:** <https://us06web.zoom.us/j/82540879912>  
**Meeting ID:** 825 4087 9912  
**Or join by phone:** (253) 215 – 8782

**Written public comments** – can be provided in person during the meeting or emailed to the City Clerk's Office at [CityClerkMail@LaQuintaCA.gov](mailto:CityClerkMail@LaQuintaCA.gov) any time prior to the adjournment of the meeting, and will be distributed to the Housing Authority, made public, incorporated into the public record of the meeting, and will not be read during the meeting unless, upon the request of the Chairperson, a brief summary of any public comment is asked to be read, to the extent the City Clerk's Office can accommodate such request.



**HOUSING AUTHORITY**  
**SPECIAL MEETING**  
**MINUTES**  
**TUESDAY, JUNE 20, 2023**

**CALL TO ORDER**

A special meeting of the La Quinta Housing Authority was called to order at 6:49 p.m. by Chairperson Peña.

PRESENT: Authority Members: Evans, Fitzpatrick, McGarrey, Sanchez, and Chairperson Peña

ABSENT: None

**VERBAL ANNOUNCEMENT – AB 23** was made by the Authority Secretary

**PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA** – None

**CONFIRMATION OF AGENDA** – Confirmed

**CONSENT CALENDAR**

1. **APPROVE SPECIAL HOUSING AUTHORITY MEETING MINUTES DATED JUNE 6, 2023**

MOTION – A motion was made and seconded by Authority Members Evans/Fitzpatrick to approve the Consent Calendar as recommended. Motion passed unanimously.

**BUSINESS SESSION**

1. **ADOPT RESOLUTION TO APPROVE FISCAL YEAR 2023/24 LA QUINTA HOUSING AUTHORITY BUDGET [RESOLUTION NO. HA 2023-003]**

Finance Director Martinez presented the staff report, which is on file in the Clerk's Office.

MOTION – A motion was made and seconded by Authority Members Fitzpatrick/Evans to adopt Resolution No. HA 2023-003 approving Fiscal Year 2023/24 Housing Authority Budget, as recommended:

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF LA QUINTA,  
CALIFORNIA, APPROVING FISCAL YEAR 2023/24 BUDGET

Motion passed unanimously.

**HOUSING AUTHORITY MEMBERS' ITEMS** – None

**ADJOURNMENT**

There being no further business, it was moved and seconded by Authority Members Evans/McGarrey to adjourn at 6:53 p.m. Motion passed unanimously.

Respectfully submitted,

MONIKA RADEVA, Authority Secretary  
La Quinta Housing Authority

# City of La Quinta

HOUSING AUTHORITY MEETING: October 17, 2023

## STAFF REPORT

---

**AGENDA TITLE:** ADOPT RESOLUTION TO APPROVE AMENDMENT NO. 1 TO AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS WITH BP DUNE PALMS, LP, BY GENERAL PARTNER BLACKPOINT PROPERTIES, LLC, REGARDING STORMWATER OUTFLOW IMPROVEMENTS RELATED TO THE ACQUISITION OF A PORTION OF CERTAIN REAL PROPERTY COMPRISED OF 5.199 ACRES LOCATED ON THE NORTHEAST CORNER OF HIGHWAY 111 AND DUNE PALMS ROAD (APN: 600-030-018); CEQA: THE PROJECT IS EXEMPT FROM ENVIRONMENTAL REVIEW PURSUANT TO SECTION 15061 (b)(3) "COMMON SENSE EXEMPTION"

---

### RECOMMENDATION

Adopt a resolution to approve Amendment No. 1 to Agreement for Purchase and Sale and Escrow Instructions with BP Dune Palms, LP, by General Partner Blackpoint Properties, LLC, regarding stormwater outflow improvements related to the acquisition of a portion of certain vacant real property comprised of 5.199 acres, located on the northeast corner of Highway 111 and Dune Palms Road (APN: 600-030-018); and authorize the Executive Director to execute the amendments substantially in the form attached, allowing for minor and non-substantive changes.

### EXECUTIVE SUMMARY

- On January 17, 2023, the Housing Authority (Authority) approved an Agreement for Purchase and Sale and Escrow Instructions (Agreement) with BP Dune Palms, LP, by General Partner Blackpoint Properties, LLC (Blackpoint) to purchase 5.199 acres of vacant real property located on the northeast corner of Highway 111 and Dune Palms Road (Property) for future development of affordable housing.
- Section 5.8.2 of the agreement required staff to bring for the Authority's review and approval a "Stormwater Outflow Reimbursement Agreement," containing the description of necessary stormwater outflow improvements to be constructed by Blackpoint, and related costs to be reimbursed by the Authority, providing mutually beneficial land improvements for the southerly properties to be owned by Blackpoint, and the northerly property to be purchased by the Authority.
- Blackpoint and the Executive Director have agreed that, now, Blackpoint will complete the construction of all stormwater outflow improvements at its own cost.

## FISCAL IMPACT

Pursuant to the Agreement, Property acquisition costs in January 2023 were estimated at \$3,624,192 (\$16/SF for approx. 5.2 Acres), which did not include stormwater outflow improvement costs.

As of October 17, 2023, actual acquisition costs for the Agreement, including proposed Amendment No. 1 are \$3,633,495, comprised of \$3,623,495 (\$16/SF for 5.199 Acres) and \$10,000 (escrow fees). Amendment No. 1 results in a total increase of \$9,303.

Funds are available in the Authority's Land Acquisition account no. 249-0000-74010.

## BACKGROUND/ANALYSIS

In January 2023, the Authority approved an Agreement to acquire approximately 5.2 acres of vacant property. The Property is proposed to be developed as an affordable housing development with a connecting thoroughfare to CV Link. Development of the Property would support affordable housing development as part of the Regional Housing Needs Assessment (RHNA) requirement for the City, while Blackpoint would develop to the contiguous southerly parcels commercial opportunities for businesses, which furthers the development of the Highway 111 Corridor Plan that emphasizes mixed-use development.

Section 5.8.2 of the Agreement required a "Stormwater Outflow Reimbursement Agreement," to be entered into between the Authority and Blackpoint, containing the description of necessary stormwater outflow improvements to be constructed by Blackpoint, and related costs to be reimbursed by the Authority.

Since the initial approval, Blackpoint and Staff have agreed that now, Blackpoint will complete the construction of all stormwater outflow improvements at its own cost. As this does not change the originally agreed upon costs associated with the Agreement, this is considered a non-substantive change.

A Conditional Final Parcel Map was approved by Council on September 19, 2023, which defined the exact acreage to be purchased as 5.199 acres, resulting in a total \$/SF amount to be \$3,623,495 (\$697 less than the original January 2023 estimate). With the approval of this Amendment, the Authority will be able to close escrow, which is anticipated to occur on October 31, 2023.

## ALTERNATIVES

The Authority may elect not to proceed with the proposed Amendment, though staff does not recommend this as all costs have been determined to be fair and reasonable, and this would allow for close of escrow.

Prepared by: Doug Kinley, Management Analyst

Approved by: Jon McMillen, Executive Director

Attachment: 1. Amendment No. 1 to Purchase and Sale Agreement



**RESOLUTION NO. HA 2023 – XXX**

**A RESOLUTION OF THE LA QUINTA HOUSING AUTHORITY OF THE CITY OF LA QUINTA, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS BETWEEN THE LA QUINTA HOUSING AUTHORITY AND BP DUNE PALMS, LP, BY GENERAL PARTNER BLACKPOINT PROPERTIES, LLC, TO ACQUIRE A PORTION OF CERTAIN VACANT REAL PROPERTY COMPRISED OF APPROXIMATELY 5.2 ACRES, LOCATED ON THE NORTHEAST CORNER OF HIGHWAY 111 AND DUNE PALMS ROAD; IDENTIFIED AS ASSESSOR'S PARCEL NUMBER 600-030-018**

**WHEREAS**, the La Quinta Housing Authority (the “Authority” or “Buyer,” used interchangeably) is a public body, corporate and politic, organized, and existing under the California Housing Authorities Law (California Health and Safety Code Section 34200 et seq.); and

**WHEREAS**, pursuant to California Health and Safety Code Section 34315, the Authority has the power, among other enumerated powers, to purchase, sell, lease, exchange, transfer, assign, pledge, or dispose of any real or personal property or any interest in it; and

**WHEREAS**, the Authority has negotiated the acquisition of certain real property from BP Dune Palms, LP, by General Partner Blackpoint Properties, LLC (“Blackpoint” or “Seller,” used interchangeably), comprised of approximately 5.2 acres, located on the northeast corner of Highway 111 and Dune Palms Road (APN: 600-030-018) (“Property”) as described in the enclosed Exhibit A, using Successor Agency (SA) 2011 Low/Mod Bond Funds and General Fund Unassigned Reserves transferred to the Land Acquisition Fund (Account No. 249-0000-74010); and

**WHEREAS**, on January 17, 2023, the Authority approved an Agreement for Purchase and Sale and Escrow Instructions (the “Agreement”) by and between the Authority and Blackpoint, to acquire the Property; and

**WHEREAS**, the Authority and Blackpoint have mutually agreed to amend Section 5.8.2 of the Agreement and remove terms and conditions related to a Stormwater Outflow Reimbursement Agreement, as more particularly described in Amendment No. 1 to the Agreement; and

**WHEREAS**, this Property acquisition will further the Authority and City’s goals of fostering mixed-use development, affordable housing, multi-modal transportation; will support the Regional Housing Needs Assessment (RHNA) mandate for the City; and

Resolution No. HA 2023-XXX

Amendment No. 1 to an Agreement for Purchase and Sale and Escrow Instructions with Blackpoint for Real Property Acquisition – approximately 5.2 acres, located at the northeast corner of Dune Palms Rd and Highway 111; APN: 600-030-018

Adopted: October 17, 2023

Page 2 of 3

potentially provide commercial opportunities for businesses along the Highway 111 Corridor; and

**WHEREAS**, the Property acquisition is exempt from environmental review pursuant to California Environmental Quality Act (CEQA) Section 15061 (b)(3) “Common Sense Exemption,” in that the purchase of this property would not have a significant effect on the environment; and

**WHEREAS**, all of the prerequisites with respect to the approval of this Resolution have been met.

**NOW, THEREFORE, BE IT RESOLVED** by the La Quinta Housing Authority, as follows:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. That the Property acquisition is exempt from environmental review pursuant to CEQA Section 15061 (b) (3) “Common Sense Exemption.”

SECTION 3. The governing body of the Authority hereby authorizes the Authority’s Executive Director to execute Amendment No. 1 to the Agreement for Purchase and Sale and Escrow Instruction, and process and execute documentation as may be necessary and proper to accept ownership of the Property. The Authority consents to the Authority’s Executive Director and Authority’s Legal Counsel making any final modifications to Amendment No. 1 that are consistent with the substantive terms of the previously approved Agreement, and Amendment No. 1, approved hereby, and to thereafter sign Amendment No. 1 on behalf of the Authority.

SECTION 4. This Resolution shall take effect upon its adoption. The Authority Secretary shall certify to the adoption of this Resolution.

**PASSED, APPROVED and ADOPTED** at a regular quarterly meeting of the La Quinta Housing Authority held this 17<sup>th</sup> day of October 2023, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

Resolution No. HA 2023-XXX

Amendment No. 1 to an Agreement for Purchase and Sale and Escrow Instructions with Blackpoint for Real Property Acquisition – approximately 5.2 acres, located at the northeast corner of Dune Palms Rd and Highway 111; APN: 600-030-018

Adopted: October 17, 2023

Page 3 of 3

---

JOHN PEÑA, Chairperson  
La Quinta Housing Authority, California

**ATTEST:**

---

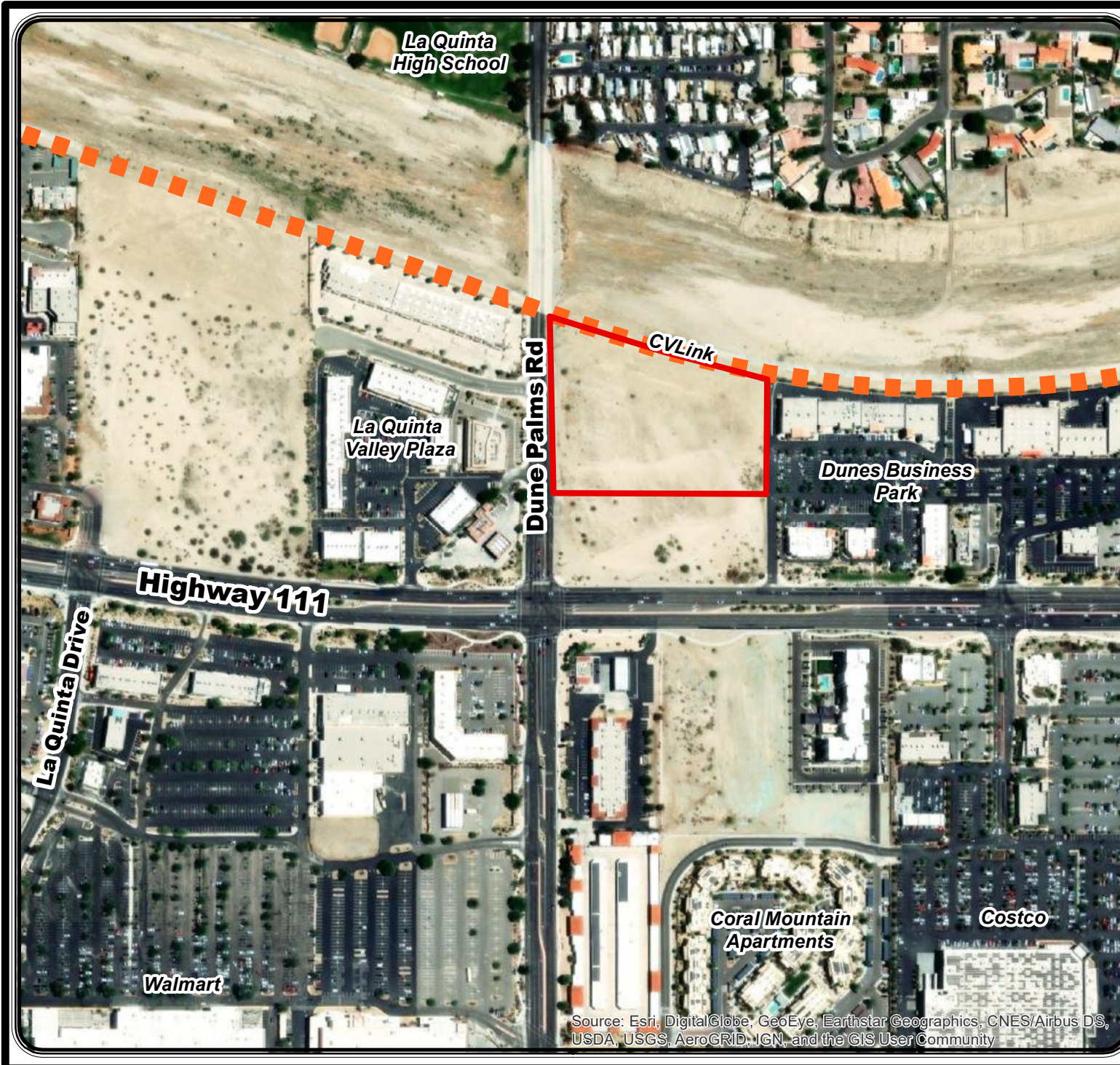
MONIKA RADEVA, Authority Secretary  
La Quinta Housing Authority, California

(AUTHORITY SEAL)

**APPROVED AS TO FORM:**

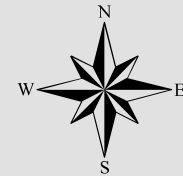
---

WILLIAM H. IHRKE, Authority Counsel  
City of La Quinta, California



**PROPERTY  
ACQUISITION**

**DUNE PALMS  
AND HWY 111**



**City of La Quinta**

Planning Division  
Design and Development Department

December 2022

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

**FIRST AMENDMENT TO  
AGREEMENT FOR PURCHASE AND SALE  
AND ESCROW INSTRUCTIONS**

This First Amendment to Agreement for Purchase and Sale and Escrow Instructions (“Amendment”) is made and entered into as of October \_\_\_, 2023 by and between the **La Quinta Housing Authority**, a public body, a corporate and politic (“**Buyer**”), and **BP Dune Palms LP**, a California limited partnership (“**Seller**”). Buyer and Seller are sometimes referred to herein, individually, as “Party” and, collectively, as “Parties.”

**Recitals**

A. Buyer and Seller entered into that certain Agreement for Purchase and Sale and Escrow Instructions dated as of January 18, 2023 (the “Agreement”) regarding the purchase and sale of certain unimproved real property located on Dune Palms Road, to the northeast of its intersection with Highway 111, in La Quinta, California, identified in the PSA as the “Northern Property”, being a portion of that land identified in the Agreement as the “Unsubdivided Parcel”.

B. On September 19, 2023, the City Council approved the Parcel Map which subdivides the Unsubdivided Parcel into three legal parcels, as depicted on the map attached hereto as Exhibit A (the “Site Map”), the Northern Property being Parcel 1 and the Southern Property being Parcels 2 and 3.

C. The Agreement provides that Seller is responsible for installation, after the Close of Escrow, of certain Utility Improvements on the Property, and that Buyer shall reimburse Seller for a proportionate share of the costs of installation of the Stormwater Outflow Line described therein, pursuant to a Stormwater Outflow Reimbursement Agreement to be entered into between the Parties.

D. The Parties now desire to amend certain provisions of the Agreement as set forth in this Amendment, including without limitation those concerning their respective obligations after Close of Escrow relating to the Utility Improvements, the costs of the Stormwater Outflow Line, and the Purchase Price adjustment calculation following from the City Council Map Approval Date as provided in Section 2.2 of the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants herein contained, Seller and Buyer agree as set forth herein.

**Agreement**

1. Purchase Price Calculation. The Parties acknowledge and agree that, in accordance with the Parcel Map as approved by the City Council, the area of the Northern Property is 5.199 net acres, or 226,468.44 square feet, and that the per-square-foot Purchase Price calculated as provided in Sections 2.1 and 2.2 of the Agreement totals Three Million Six Hundred Twenty-Three Thousand Four Hundred Ninety-Five Dollars (\$3,623,495.00).

2. Removal of Reimbursement Obligations. Section 5.8.2 of the Agreement is hereby amended to provide that Seller shall be responsible for all costs, fees, expenses, including the cost of any related permits and approvals, incurred for (i) construction of the Stormwater Outflow Line

with sufficient initial capacity to accommodate the anticipated uses for the Northern Property and the Southern Property consistent with the plans which are approved by the City of La Quinta; (ii) addressing the surface stormwater running through the Main Drive (as shown on the Site Map) and the treatment of the same, and all related facilities in connection therewith, before it flows further into the CVWD stormwater channel (the “Channel”) located adjacent to the northern boundary of the Northern Property; and (iii) the outlet facility required to accommodate the drainage of the Stormwater Outflow Line into the Channel (collectively, the “Outflow Improvements”), without any obligation of Buyer to reimburse Seller for any portion thereof. The provisions of the Agreement which obligate Buyer to reimburse Seller for a share of the costs of the Outflow Improvements, and obligate the Parties to enter into a Stormwater Outflow Reimbursement Agreement, together with all other references in the Agreement to the same, are hereby stricken. Buyer shall have no liability or obligation whatsoever to pay any share of the costs, fees, expenses, including the cost of any related permits and approvals, incurred by Seller for or relating to any part of the Stormwater Outflow Line or other Outflow Improvements.

3. Post Closing Agreement. Seller and Buyer shall execute and deliver to each other upon Close of Escrow a Post Closing Agreement in the form attached hereto as Exhibit 1. In the event of any conflict between the provisions of the Agreement concerning the Parties’ respective obligations after Close of Escrow relating to the Utility Improvements, and the provisions of the Post Closing Agreement executed by the Parties at Closing, the Post Closing Agreement shall control.

4. Restatement of Agreement. Except as expressly amended hereby, the Agreement and all rights and obligations created thereby or thereunder are in all respects ratified and confirmed and remain in full force and effect. Where any paragraph, section, subsection or clause of the Agreement is modified or deleted by this Amendment, any unaltered provision of such section, subsection or clause of the Agreement shall remain in full force and effect. However, where any provision of this Amendment conflicts or is inconsistent with the Agreement, the provision of this Amendment shall control.

5. Defined Terms. Capitalized terms used in this Amendment which are not otherwise defined or modified herein shall have the meanings set forth in the Agreement.

6. General. This Amendment (a) shall be governed by, construed under and enforced in accordance with the laws of the State of California, without regard to conflicts of laws principles that would require the application of any other law; (b) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (c) may be modified or amended only in writing signed by each party hereto; (d) may be executed by facsimile, digital or electronic signatures which shall constitute original signatures for all purposes hereof; (e) may be executed in several counterparts, and by the parties hereto on separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original agreement, and all such separate counterparts shall constitute one and the same agreement; and (f) embodies the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the date written above.

BUYER:

LA QUINTA HOUSING AUTHORITY,  
a public body, corporate and politic

By: \_\_\_\_\_  
Jon McMillen, Executive Director

ATTEST:

\_\_\_\_\_  
Monika Radeva, Authority Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
William H. Ihrke, General Counsel

*[Signatures continue on following page]*

SELLER:

BP Dune Palms LP,  
a California limited partnership

By: Blackpoint Properties, LLC,  
a California limited liability company,  
its Manager

---

By: Jeffrey Halbert, Manager



**Exhibit 1**  
**Post Closing Agreement**

**POST CLOSING AGREEMENT**

This Post Closing Agreement (“Agreement”) is made and entered into effective as of October \_\_\_\_, 2023 (“Effective Date”), by and between LA QUINTA HOUSING AUTHORITY, a public body, corporate and politic (“Buyer”), and BP DUNE PALMS LP, a California limited partnership (“Seller”).

**Recitals**

A. Concurrently with the Effective Date of this Agreement, pursuant to that certain Agreement for Purchase and Sale and Escrow Instructions dated January 18, 2023, as amended by that certain First Amendment thereto dated October \_\_\_\_, 2023 (the “PSA”) entered into by and between Buyer and Seller, Buyer has purchased from Seller certain unimproved real property located on Dune Palms Road, to the northeast of its intersection with Highway 111, in La Quinta, California, identified in the PSA as the “Northern Property” and more particularly described in Exhibit A attached hereto (the “Property” or “Northern Property”). Seller retains ownership of that certain adjacent unimproved real property identified in the PSA as the “Southern Property”. The Northern Property (as Parcel 1) and Southern Property (as Parcels 2 and 3) are depicted on the map attached hereto as Exhibit B (the “Site Map”).

B. Pursuant to the PSA, Seller is responsible for certain improvements to be made in connection with the development of the Northern Property and/or the Southern Property, including construction of an access driveway referred to therein as the “main drive” and the Utility Improvements (as defined in the PSA), including construction of the Stormwater Outflow Line (as defined in the PSA), which improvements will be completed on the Property after Close of Escrow of the sale of the Northern Property from Seller to Buyer.

C. The work described in the foregoing Recital B forms a part of the “Improvements” to be constructed by Seller as the “Subdivider” under that certain Subdivision Improvement Agreement dated \_\_\_\_\_, 2023 by and between DWCG1, LLC and the City of La Quinta, a municipal corporation of the State of California (the “City”), as modified by that certain Assignment and Assumption Agreement and Amendment to Subdivision Improvement Agreement of even date herewith by and among the City, DWCG1, LLC as assignor and Seller as assignee (collectively, the “SIA”), and will benefit both the Northern Property and the Southern Property.

D. The parties desire to enter into this Agreement to memorialize certain agreements concerning the Seller’s entry onto and use of the Northern Property after Close of Escrow under the PSA.

NOW, THEREFORE, in consideration of the foregoing, the premises herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties hereby agree as set forth below.

## Agreement

1. Recitals and Definitions. Buyer and Seller acknowledge and agree that the recitals set forth above are true and correct statements of fact. Capitalized terms used and not otherwise defined herein shall have the meaning set forth in the PSA.

2. License for Use of Property. Buyer hereby grants to Seller, for a term commencing on the Closing Date and expiring upon completion of the Improvements, and subject to the terms and conditions set forth in this Agreement and in the SIA, a revocable limited license (the “License”) to enter upon, occupy, and use the Property for the purpose of construction of the Improvements. Seller hereby accepts the License and adopts and agrees to all conditions and covenants of Seller set forth in this Agreement with respect thereto. For purposes of this Agreement, the “completion of the Improvements” shall be evidenced by the recording of a Notice of Completion thereof in the Official Records of Riverside County, after official acceptance of the Improvements by the City, in accordance with California Civil Code section 8180(b) (or successor section) in a form that complies with Title 2 (commencing with Section 8160) of Part 6 of Division 4 of the California Civil Code. Termination of the License shall not affect any easement rights that may be separately granted to Seller for the use of the Improvements or any other utilities and/or roadways located on the Northern Property.

3. Construction Work. Seller hereby agrees to cause all construction work (“Work”) undertaken by or on behalf of Seller to complete the Improvements as set forth in the PSA and/or the SIA to be performed and completed in material compliance with (a) the provisions of the SIA, including the Plans approved thereunder, and within the times required pursuant thereto, and (b) the necessary governmental permits and approvals required for said Work (the “Approvals”). Seller shall obtain and keep in effect at all times during the term of this Agreement (or cause its general contractor to do so) all Approvals as may be required by law for the performance of the Work, including a City of La Quinta business license. Seller shall not suffer or permit any stop work orders or mechanics’ liens to be made or filed against the Property by reason of labor forces, services or materials supplied (or claimed to have been supplied) to Seller, and Seller agrees to indemnify and hold harmless Buyer and the Property and any improvements now or hereafter thereon against any such stop work orders or liens. If any such stop work order or lien is at any time filed against any part of the Property, Seller shall, within thirty (30) days after notice to Buyer of the filing thereof, cause the same to be discharged of record; provided, however, that Seller shall have the right to contest the amount or validity, in whole or in part, of any such lien by appropriate proceedings. Seller shall prosecute the contest of such proceedings with due diligence and at no cost or expense to Buyer.

4. Insurance. Commencing on the Closing Date and until termination of this Agreement, Seller shall maintain, or cause its general contractor to maintain, insurance policies providing each of the following coverages:

- (a) Commercial general liability, insuring both Seller and Buyer against any liability arising out of the ownership, use, occupancy or maintenance of the Property, with minimum limits of not less than \$3,000,000 on account of bodily injuries and property damage per occurrence and \$5,000,000 annual aggregate coverage. The commercial general liability policy shall contain

cross liability endorsements and shall insure performance by Seller of the indemnity provisions of this Agreement.

- (b) Business Automobile Liability Insurance, including owned, non-owned, and hired vehicles, with have coverage of not less than \$1,000,000.00 for bodily injury and property damage for each accident.
- (c) Workers' compensation insurance as required by applicable law, and employers' liability insurance.
- (d) Any insurance coverage required by law, or governmental agency, and/or any agreements of record affecting the Property with respect to the performance of Seller's work hereunder and/or Seller's use of the License.

Insurance required hereunder shall be in companies holding a "General Policyholders Rating" of A /VIII or better as set forth in the most current issue of "Best's Key Rating Guide," or a comparable rating as Buyer may reasonably designate. Before entering upon the Property pursuant to the License, Seller shall deliver to Buyer certificates evidencing the existence and amounts of the insurance required hereunder.

5. Indemnity. Unless caused by the gross negligence or willful misconduct of Buyer or Buyer's officers or employees, Seller shall indemnify, defend (with counsel selected by Buyer) and hold harmless Buyer and its officers, employees, representatives, contractors, agents, and their respective successors and assigns (collectively, "Indemnitees") from any and all demands, claims (including, without limitation, causes of action in tort), legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way be connected with any actions, suits, proceedings or claims brought by any third party against Buyer or any of the Indemnitees relating to any act, omission, or event occurring as a result of the acts or omissions, of Seller or Seller's partners, members, managers, officers, contractors, subcontractors, agents or employees in or on the Property as related to the License, the Work, or the performance of or failure to perform any of Seller's obligations under this Agreement. The provisions of this Section 5 shall survive the expiration or termination of this Agreement for a period of one (1) year following completion of the Work.

6. Notices. Notices given under this Agreement shall be in writing, addressed as set forth after the signature blocks below, and deemed given, if delivered by email, upon confirmation of receipt, or if sent by nationally recognized overnight courier (*e.g.*, Federal Express), on the next business day following the date sent. The addresses for the purpose of this Section may be changed by any party by giving written notice of the change to the other party in the manner provided herein.

7. Time. If the final date of any period set forth herein falls on a Saturday, Sunday or a Federal or California state holiday, the final date of that period shall be extended to the next business day. As used herein, a "business day" is any day that is not a Saturday, Sunday, or Federal

or California state holiday. Time is of the essence in the performance of each and every provision of this Agreement.

8. Entire Agreement. This Agreement, together with the applicable provisions of the PSA and SIA referenced herein, sets forth the entire understanding of the parties with respect to the specific subject matter hereof. Any previous agreements or understandings (whether oral or written) between the parties regarding the subject matter hereof are merged into and superseded by this Agreement, except as explicitly referenced or incorporated herein. Any amendment or modification to this Agreement shall be set forth in writing and signed by the parties.

9. Modification and Waiver. No amendment, modification or alteration of the terms or provisions of this Agreement shall be binding unless in writing and duly executed by the parties hereto, except that any of the terms or provisions of this Agreement may be waived in writing at any time by the party which is entitled to the benefits of the waived terms or provisions. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provision hereof (whether or not similar). No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver hereof.

10. Captions and References. All headings or captions herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered paragraphs herein contained refer to paragraphs of this Agreement unless otherwise expressly stated. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the context in which they are used may require. Any reference to statutes, other laws, or governmental requirements or permits, or to other written agreements by any one or more of the parties hereto, will include all amendments, modifications, or replacements of the relevant provisions thereof.

11. Governing Law, Venue. This Agreement shall be governed by and construed accordance with the laws of the State of California without regard to conflict of law principles. Venue shall be vested exclusively in the courts of competent jurisdiction in Riverside County, California.

12. Severability. If any provision of this Agreement is unenforceable, all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any provision is unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled.

13. Interpretation. This Agreement is the result of negotiations among the parties and their respective counsel. Accordingly, the fact that counsel for one party or another may have drafted this Agreement is immaterial, and this Agreement shall be construed as if all of the parties have prepared it. The singular form shall include plural, and vice versa, and the masculine, feminine, and neuter pronouns shall each include the other genders.

14. Enforcement. The parties hereto agree that the remedy at law for any breach of this Agreement is inadequate and that should any dispute arise concerning any matter hereunder, this Agreement shall be enforceable by specific performance.

15. Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees; provided, however, that the attorneys' fees awarded pursuant to this Section shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing party in the conduct of the litigation. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery, and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. The court may set such fees in the same action or in a separate action brought for that purpose.

16. Further Assurances. Each party shall from time to time execute and deliver such further instruments as the other party or its respective counsel may reasonably request to effect the intent of this Agreement, including but not limited to documents necessary for compliance with the laws, ordinances, rules, or regulations of any applicable governmental authorities provided the same shall be without material cost or liability.

17. Assignment; Parties in Interest. Neither Buyer nor Seller shall convey, assign or otherwise transfer any of its rights or obligations under this Agreement without the express written consent of the other party. Any conveyance, assignment or other transfer of any of Escrow Holder's rights and obligations under this Agreement shall require express written consent of both Buyer and Seller. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement is not intended to benefit, and shall not run to the benefit of or be enforceable by, any other person or entity other than the Parties and their respective successors and permitted assigns.

18. Non-Liability of Public Officers and Employees. No officer, official, employee, agent, representative, or volunteer of Buyer shall be personally liable to Seller, or any successor in interest, in the event or any default or breach by Buyer or for any amount which may become due to Seller or to its successor, or for breach of any obligation of the terms of this Agreement.

19. Relationship of the Parties. Neither Seller nor any of Seller's agents, employees, or contractors are or shall be considered to be agents of Buyer in connection with the performance of the Work described in this Agreement. Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent or create any partnership, joint venture, or other association between Buyer and Seller. Buyer shall not pay any consideration or compensation to Seller for the Work and/or the Improvements constructed on or to the benefit of the Northern Property hereunder after the Close of Escrow.

20. Execution. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Electronic, digital or facsimile signatures of the parties shall be valid as originals for all purposes hereunder. Each individual executing this Agreement on behalf of a party represents and warrants that said individual is duly authorized to execute and bind that party to all of its obligations under this Agreement.

IN WITNESS WHEREOF, this Post Closing Agreement has been duly executed as of the Effective Date above written.

BUYER:

LA QUINTA HOUSING AUTHORITY,  
a public body, corporate and politic

By: \_\_\_\_\_  
Jon McMillen, Executive Director

ATTEST:

\_\_\_\_\_  
Monika Radeva, Authority Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
William H. Ihrke, General Counsel

Address for Notices to Buyer:

La Quinta Housing Authority  
78495 Calle Tampico  
La Quinta, CA 92253  
Attn: Executive Director  
Email:

with a copy (which copy shall not constitute notice) to:

Rutan & Tucker, LLP  
18575 Jamboree Rd, 9th Floor  
Irvine, California 92612  
Attn: William H. Ihrke  
Email: [bihrke@rutan.com](mailto:bihrke@rutan.com)

*[Signatures continue on following page]*

SELLER:

BP Dune Palms LP,  
a California limited partnership

By: Blackpoint Properties, LLC,  
a California limited liability company,  
its Manager

---

By: Jeffrey Halbert, Manager

Address for Notices to Seller:

BP Dune Palms LP  
c/o Blackpoint Properties, LLC  
1129 Industrial Avenue, Ste 205  
Petaluma, CA 94592  
Attn: Jeff Halbert, Manager  
Email: [jeff@blackpoint.com](mailto:jeff@blackpoint.com)

with a copy (which copy shall not constitute notice) to:

Leland, Parachini, Steinberg, Matzger & Melnick, LLP  
Attn: Andrew R. Cohen, Esq.  
135 Main Street, Suite 1200  
San Francisco, CA 94105  
Email: [ACohen@lpslaw.com](mailto:ACohen@lpslaw.com)

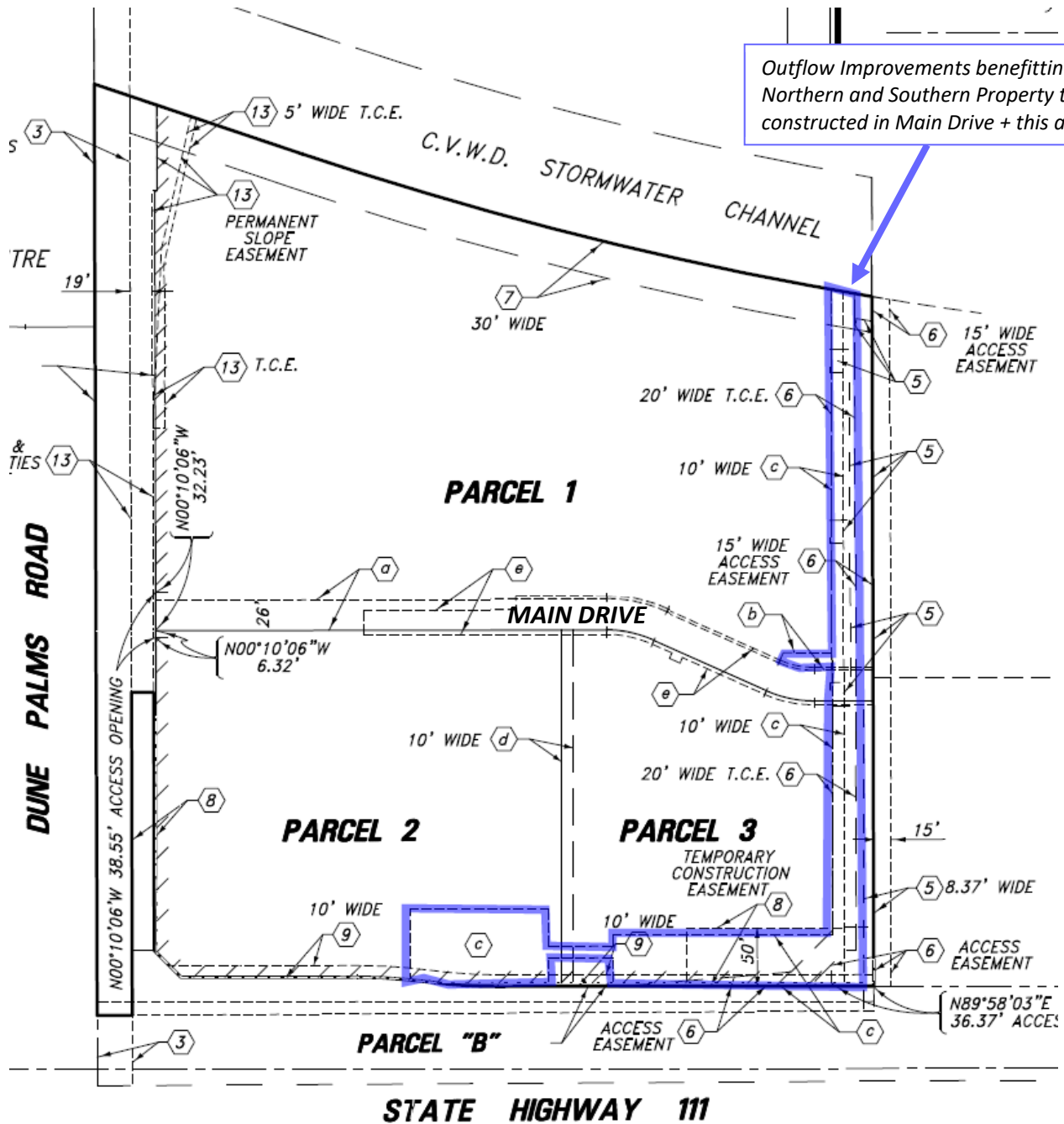


**Exhibit A**  
**Legal Description of the Property**

Real property in the City of La Quinta, County of Riverside, State of California, described as follows:

Parcels 1, 2, and 3 of Parcel Map No. 38668 filed on \_\_\_\_\_, 2023 in the Office of the Recorder of Riverside County in Book \_\_\_\_ at Page \_\_\_\_.

### Exhibit B Site Map



**POWER POINTS**

**HOUSING  
AUTHORITY  
MEETING**

**OCTOBER 17, 2023**

# Housing Authority Regular Quarterly Meeting October 17, 2023

