CITY OF PALM DESERT STAFF REPORT

MEETING DATE: November 17, 2022

PREPARED BY: Jason Finley, Chief Building Official

REQUEST: APPROVE SEVEN (7) MILLS ACT CONTRACTS FOR SANDPIPER CIRCLE CONDOMINIUMS LOCATED ON EL PASEO

RECOMMENDATION:

Approve seven (7) Mills Act contracts for Sandpiper Circle Condominiums located on El Paseo in accordance with Section 29.70.030 of the Palm Desert Municipal Code (PDMC).

- <u>Circle 1</u> 121 Sandpiper Street – APN 640-240-014
- <u>Circle 2</u>
 231 Sandpiper Street APN 640-250-018
 242 Sandpiper Street APN 640-250-011
- <u>Circle 3</u>
 342 Sandpiper Street APN 640-260-005
 352 Sandpiper Street APN 640-260-003
 361 Sandpiper Street APN 640-260-008
 363 Sandpiper Street APN 640-260-007

BACKGROUND/ANALYSIS:

The Mills Act (Government Code 50280 et seq.) is a state law that provides incentives for the restoration and preservation of qualified historic buildings by private property owners. Enacted in 1972, the Mills Act legislation grants participating local governments (cities and counties) the authority to enter into contracts with owners of qualified owner-occupied and income-producing property who actively participate in the rehabilitation, restoration, preservation, and maintenance of their historic property. In exchange, participating property owners may be eligible for a reduction in their property taxes.

The Mills Act is recognized as one of the most important incentive programs available in California for use by private property owners of qualified historic buildings. Over 80 communities in the state have established a Mills Act program.

Applications for a Mills Act contract are hereby presented to the City Council for review and approval. The staff has developed a Mills Acts Program Manual, which includes an overview of the Mills Act program, submittal requirements, and worksheets needed for review and processing of the Mills Act contract requests.

Strategic Plan:

The California Mills Act Program (a voluntary program) provides property owners of qualified historic landmarks and districts the opportunity and tax incentives to preserve their properties in the original aesthetic conditions. In doing so, this program promotes the goals of the Arts and Culture element of the City's Envision Palm Desert Strategic Plan by increasing the public recognition and appreciation of our City's architectural and artistic treasures. Cultural tourism events have grown in popularity throughout the Coachella Valley to celebrate these types of architecture. Tourists drawn to Palm Desert to view our growing list of cultural landmarks provide economic benefits to the City of Palm Desert.

Committee Recommendation:

On February 2, 2022, the Cultural Resources Preservation Committee, at its regular scheduled meeting, conducted a public hearing as required per PDMC 29.40.070 and unanimously recommended nominating the Sandpiper Condominiums Circle 1 located on El Paseo, with Historic District designation.

On November 30, 2021, the Cultural Resources Preservation Committee, at its regular scheduled meeting, conducted a public hearing as required per PDMC 29.40.070 and unanimously recommended nominating the Sandpiper Condominiums Circle 2 located on El Paseo, with Historic District designation.

On August 31, 2021, the Cultural Resources Preservation Committee, at its regular scheduled meeting, conducted a public hearing as required per PDMC 29.40.070 and unanimously recommended nominating the Sandpiper Condominiums Circle 3 located on El Paseo, with Historic District designation.

FINANCIAL IMPACT:

There is no fiscal impact associated with this action.

REVIEWED BY:

Department Director: City Attorney:	Richard D. Cannone, AICP Robert Hargreaves
Finance Director:	John Ramont
Assistant City Manager:	Chris Escobedo
City Manager:	Todd Hileman

ATTACHMENTS:

- 1. Mills Act Applications
- 2. Mills Act Contracts

SANDPIPER MILLS ACT APPLICATIONS

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121 SANDPIPER APPLICATION

June 13, 2022

Cultural Resources Administrator Department of Building and Safety 73-510 Fred Waring Drive Palm Desert, CA 92260-2578

Re: Mills Act Application for Sandpiper 121 in Historic District 4 Sandpiper Condominiums

Attn: Cultural Resources Administrator

We really appreciate the opportunity to apply for Historical Status with the City of Palm Desert for 121 Sandpiper Street.

Jessica (my wife) and I purchased our unit in July of 2019 and immediately fell in love with the structure. We had been searching in Palm Springs for 3 years and we finally found our dream second home in Sandpiper. I have since joined the Homeowner's Board of Governors at the PSGA #1 Circle and have really pushed for our Board to get our Homeowner's Association approved for the Mills Act. With the help of our property manager and our amazing President of the PSGA #1 Board, our circle attained approval on Historical Status on April 14, 2022.

Since the time of ownership, Jessica and I have invested thousands of dollars to improve Unit 121 while maintaining and respecting the historical status of William Krisel's original design. We have replaced some exterior dry rot on our front patio, upgraded the master bathroom plumbing, painted the interior, painted the exterior underside eves, and have cleaned up the unit and decorated it in the spirit of the mid-century design. Currently, we are adding a mid-century design back splash in our rounded kitchen.

It was a challenge to get this submittal in because we reside in Vancouver, Washington, and we had to get our keys to someone to take pictures for us. We have scrambled but hopefully we have put together a complete package to show our amazing mid-century unit.

Thank you for reviewing our submittal. Please feel to call me at 360-518-2174 if you have any questions.

Ron Green 121 Sandpiper Palm Desert, CA 92260



City of Palm Desert Department of Building and Safety MILLS ACT HISTORIC PROPERTY CONTRACT APPLICATION

73-510 Fred Waring Drive · Palm Desert · California · 92260 · (760) 776-6420 · Fax (760) 776-6392

Property Owner Information:

Name: ROWALD S. GREEN	+ JESSICAL. MI	CLANN-GREEN
Address: 2303 SE 1061 A		
City: VANCOUVER		Zip: 98664
Phone: (HM) (3(0) 518-2174	(WK) <u>(503)222</u>	2-6421 Email: ron.green@lakesic industries.com
Property Information:	<u> </u>	······································
Address of Property: 121 SAND	PIPER STREET F	PALM DESCET, CA 92260
Assessor's Parcel No(s): Lor 5	OF TRACT NO. 310:	3 LITY OF PALM DESERT. CA

Legal Description (attach additional sheets if necessary):

Date of Purchase by Current owner: JULY 26, 2019

Use of Property: SELOND HOME

Eligibility for the Mills Act Program:

A property must be designated and recorded with the Riverside County Recorder at the time an application is submitted. Please check the designation(s) that apply to the property:

- City Historic Landmark
- Contributor to a City Historic District
- National Register of Historic Places (individually listed)
- National Register of Historic Places (contributor to a historic district)
- National Historic Landmark

Name of Historic District (if applicable): HISTORIC DISTRICT 4 SANDPIPER CONDOMINIUMS Date of Designation: APRIL 14, 2022

Property Owner Consent: I am (we are) the present owner(s) of the property described above and hereby apply for consideration for a Mills Act Historic Property Contract

ignatu of Ploperty Owner Signature of Property Owner

For Office Use:

Mills Act Application

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RECORDING REQUESTED BY Brian Brault	
AND WHEN RECORDED MAIL DOCUMENT AND TAX STATEMENT TO:	2021-0352444
NAME Ronald Green and Jessica McCann-G	05/10/2021 12:40 PH Fee: \$ 102.00
STREET 2303 SE 106th Avenue ADDRESS	Page 1 of 2 Recorded in Official Records County of Riversido Peter Aldana
CITY, STATE & Vancouver, WA ZIP CODE 98664	Assessor-County Clerk-Recorder
TITLE ORDER NO ESCROWNO	
QUITCLAIM DEED	SPACE ASOVE THIS LINE FOR RECORDER'S USE ONLY
	The undersigned grantor(s) declare(a) DOCUMENTARY TRANSFER YAX \$ 0.00
TRA: 018	computed on full value of property conveyed, or computed on full value less flore and encumbrances remaining at time of sale.
APN: 640-240-014-3	Unincorporated Area City of <u>Paim Desert</u>
FOR VALUABLE CONSIDERATION, receipt of while	h is hereby acknowledged, I (We) <u>Ronald Gregn</u>
	DAME CA ORIVITION OF
	Green and Jessica McCann-Green, as Trustees of the Green
<u> </u>	shed by agreement executed May 17, 2021
the following described real property in the City of	Palm DesertCounty of Riverside
(Insert Legal Dascription) See attached Exhibit A	(M)
DATED: 5 10/2021	Name Rönald Green
A notary public or other officer completing this ce verifies only the identity of the individual who sign document to which this certificate is attached, and the truthfulness, accuracy, or validity of that docu	riticate y nod the d not
Washington STATE OF OALIFORNIA COUNTY OF Cowlitz	
On <u>5 117/2021</u> before me, _	Matherine Huch-Shay personally appeared
· · · · · · · · · · · · · · · · · · ·	Ronald Green
and acknowledged to me that he/she/they execu-	ance to be the person(s) whose name(s) is/are subscribed to the within instrument fed the same in his/her/their authorized capacity(iss), and that by his/her/their entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the la	we of the State of Gelifornia that the trees of of Gelifornia that the
WITNESS my hand and official seat.	OI NOTARY
Signature natorna Traci	h-Shury (SEAL) (* (PUBLIC))*

Exhibit "A"

Parcel I;

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Lot 5 of Trues No. 3103, in the City of Palm Deser, County of Riverside, State of California, as shown by Map on file in Book 54 Pages 36 to 38, inclusive, of maps, records of said County.

Parcel 2:

An undivided one-twenty-fourth (1/24th) interest in Lot 97 of said Tract No. 3103.

Parcel 3:

 All buildings and other improvements on sold premises, and
 Essements for support and sentement where said Lot 5 edjoins Lots 4 and 6, together with essements for eaves or overhangs as such exist as of September 22, 1966. .

DOC # 2019-0279579

07/26/2019 10:47 AM Fees: \$17.00 Page 1 of 2 Recorded in Official Records County of Riverside Peter Aldana Assessor-County Clerk-Recorder

This document was electronically submitted to the County of Riverside for recording Receipted by: SOPHIA #466

	THIS SPACE FOR RECORDER'S USE ONLY:					
Title Order No.: 210-2016922-10	•		Escrow No.: 34182-KC			
AP#: 640-240-014-3		GRANT DEED	TRA: 0/8			

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$323.40

[X] computed on full value of property conveyed, or

[] computed on full value less value of liens or encumbrances remaining at time of sale.

[] Unincorporated area [X] City of Palm Desert AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Irene Elizabeth Smith, a Single Woman

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Orange Coast Title

Ronald Stuart Green

2303 SE 106th Avenue

Vancouver, WA 98664

hereby GRANT(s) to: Ronald Stuart Green , a Married Man as his sole and separate property

the real property in the City of Palm Desert, County of Riverside, State of California, described as: LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF Also Known as: 121 Sandpiper Street, Palm Desert, CA 92260

Dated June 30, 2019

Irene Elizabeth Smit

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.

to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(b) 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.

Cho Cho Signature

(Seal)



MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS SHOWN ABO

ACOVE'

Order No. 210-2016922-10

Exhibit "A"

Parcel 1:

. .

Lot 5 of Tract No. 3103, in the City of Palm Desert, County of Riverside, State of California, as shown by Map on file in Book 54 Pages 36 to 38, inclusive, of maps, records of said County. .

Parcel 2:

An undivided one-twenty-fourth (1/24th) interest in Lot 97 of said Tract No. 3103.

Parcel 3:

(1) All buildings and other improvements on said premises, and
 (2) Easements for support and settlement where said Lot 5 adjoins Lots 4 and 6, together with easements for eaves or overhangs as such exist as of September 22, 1966.



COUNTY OF RIVERSIDE



PETER ALDANA ASSESSOR-COUNTY CLERK-RECORDER

MICHAEL HESTRIN DISTRICT ATTORNEY

Document # 21-0352444-01-01

COURTESY NOTICE

RV ▲ 0 0 4 5 1 0 0433 Green Ronald Stuart 2303 SE 106th Ave Vancouver WA 98664-5325

CONFIRMATION OF RECORDING OF A DOCUMENT

Dear Homeowner,

The Assessor-County Clerk-Recorder and the District Attorney of the County of Riverside are committed to protecting its residents from fraudulent land transactions. In that regard, we are monitoring all recordings of Deeds and Deeds of Trust and other similar documents and are sending out "Courtesy Notices" regarding recent property recording transactions.

The Recorder's records indicate that a document affecting your real property was recently recorded. A copy of the first two pages of the document is shown on the reverse side.

IF THE TRANSACTION IS CORRECT, NO ACTION IS REQUIRED ON YOUR PART.

If you have questions regarding this notice, you may visit the Assessor-County Clerk-Recorder website at <u>www.asrclkrec.com</u> and look for the section titled "Real Estate Fraud". Please be aware that this notice is generated and mailed by an outside source on behalf of the Assessor-County Clerk-Recorder for Riverside County.

If you are unaware of this transaction, you may wish to contact the County of Riverside District Attorney's Real Estate Fraud Unit by calling 1-877-723-7779. You may also fill out a Real Estate Fraud Complaint Form, which can be forwarded to the District Attorney's office. This form may be found on the District Attorney's website at: <u>https://rivcoda.org/</u>. From the home page click "The Office", "Special Prosecution", "Real Estate Fraud Unit" then click "Real Estate Complaint Form." You may also telephone your local law enforcement agency to have this matter investigated.

Sincerely,

Poken aldere

PETER ALDANA Assessor-County Clerk-Recorder P.O. Box 751, Riverside, CA 92502-0751 (951) 486-7000 www.asrcikrec.com



MICHAEL HESTRIN District Attorney 3960 Orange Street, Riverside, CA 92501 (951) 955-5400 https://rivcoda.c**Hem 1J-10**

10-Year Property Improvement Plan

For sample projects qualifying under the Mills Act see Appendix "A". Attach additional sheets if necessary.

Year	Proposed Project	Estimated Cost
1	COMMON AREA - PAINTING, FURNITURE, IRRIGATION, LANDSCAPE AND WATER REDUCTION (2023)	[₿] i,530 [∞]
2	COMMON AREA - PAINTING, IRRIGATION, LANDSLAPING AND WATER REDUCTION (2024)	# 1,464 ∞
3	(2025)	\$ 1,385°
4	COMMON AREA - ASPHALT SEAL, REPLACE GRILL, IRRIGATION, LANDSCAPE AND WATER REDUCTION (2026)	# 1,5320
5	COMMON AREA - POOL DECK, RAMADA + FENCE PAINTING, IRRIGATION, LANOSCAPE AND WATER REPUCTION (2027)	\$ 2,275 °
6	(2028) AREA - INRIGATION, LANDSCAPE AND (2028)	\$ 67400
7	COMMON AREA - PAINT UNITS, IRRIGATION, LANDSCAPE AND WATER REDUCTION (2029)	\$2,930
8	COMMON AREA - ASPHAUT OVERLAY + SEAL, POOL DECK MASTIC, IRRIGATION, LANDSCAPE AN (2030) WATER REDUCTION	\$ 3,707 °
9	COMMON AREA - FURNITURE, PAINT IRON, IRRIGATION LANDSCAPS AND WATER REDUCTION (2031)	\$ 1,011 °°
10	COMMON AREA - POOL DECY SEAL, IRRIGATION, LANDSCAPE AND WADER REDUCTION (2032)	\$ 1,17000

This schedule will be attached as an exhibit to the Historic Property Preservation Agreement (Mills Act Contract). It may be revised or updated by mutual consent of the property owner(s) and the Cultural Resources Administrator in the Department of Building and Safety.

All projects that affect the exterior of the property are subject to review and approval by the Cultural Resources Administrator and/or the Cultural Resources Preservation Committee before work begins. Work must meet all City requirements and the Secretary of the Interior's Standards for Rehabilitation (Appendix B).





•SANDPIPER UNIT 121





North side of Unit 121



Front door facing north to El Paseo.

Patio with a view of the pool.









Circle 1, Common Recreation Area

Circle 1 residents enjoy using the original putting green.













View from Gate 5, the Ramada.







231 SANDPIPER APPLICATION



City of Palm Desert Department of Building and Safety MILLS ACT HISTORIC PROPERTY CONTRACT APPLICATION

73-510 Fred Waring Drive · Palm Desert · California · 92260 · (760) 776-6420 · Fax (760) 776-6392

Property Owner Information:

Name: Cassandra R. Hearn	367 Nautilus St.		Address:
City: La Jolla	State: CA	Zip: <u>92037</u>	
Phone: (HM) <u>949-295-0270</u>	(WK)	Email: <u>Cassan</u>	dra.Hearn@gmail.com

Property Information:

Address of Property: 231 Sandpiper St., Palm Desert, CA 92260 Assessor's

Parcel No(s): <u>640-250-018-8</u>

Description (attach additional sheets if necessary):

Date of Purchase by Current owner: September 29, 2017

Use of Property: Second Home

Eligibility for the Mills Act Program:

A property must be designated and recorded with the Riverside County Recorder at the time an application is submitted. Please check the designation(s) that apply to the property:

- City Historic Landmark
- X Contributor to a City Historic District
- National Register of Historic Places (individually listed)
- National Register of Historic Places (contributor to a historic district)
- National Historic Landmark

Name of Historic District (if applicable): Sandpiper Circle 2 Date of Designation: February 10, 2022

Property Owner Consent: I am (we are) the present owner(s) of the property described above and hereby apply for consideration for a Mills Act Historic Property Contract

Signature of Property Owner

Date

Signature of Property Owner

Date

For Office Use:

Mills Act Application

Legal

Grant Deed

	1
RECORDING REQUESTED BY: EQUITY TITLE - ORANGE COUNTY/INLAND	2017-0404766 09/29/2017 11:19 AM Fee: \$ 18.00 Page 1 of 2
EMPIRE AND WHEN RECORDED MAIL TO:	Recorded in Official Records County of Riverside Peter Aldana Assessor-County Clerk-Recorder
Cassandra R. Hearn 3630 Bayside Walk #B San Diego, CA 92109	
Order No.: OR1752156 Escrow No.: IN-10989-JO A.P.N.: 640-250-018-8 TRA: 018-006	Page DA PCOR Misc Long RFD 1st Pg Adtl Pg Cert CC 2 -
	GRANT DEED
	0 CITY TRANSFER TAX IS \$.00
FOR A VALUABLE CONSIDERATION, receipt Stephen S. Gibbs, a married man who a hereby GRANT(S) to Cassandra R. Hearn, a single woman the following described real property in the Cou	cquired title as an unmarried man
See Exhibit "A" attached hereto and made a p	part hereof for complete legal description.
AKA: 231 Sandpiper Street, Palm Desert, CA 922 Dated: August 30, 2017	<u>Constant</u>
	Stephen S. Gibbs
A notary public or other officer completing this document to which this certificate is attached, a	certificate verifies only the identity of the individual who signed the and not the truthfulness, accuracy or validity of that document.
STATE OF GALIFORNIA COUNTY OF [] S 2017 before me_])SS. aura GermanNotary Public, personally appeared
who proved to me on the basis of satisfactory evider and acknowledged to me that he/she/they executed	GIDDS nce to be the person(s) whose name(s) is/are subscribed to the within instrument the same in his/her/their authorized capacity(ies) and that by his/her/their entity upon behalf of which the person(s), acted, executed the instrument.
I certify under PENALTY OF PERJURY under the la	ws of the State of California that the foregoing paragraph is true and correct.
WITNESS my harmand official seal.	MURA GERMAN

Commission Expiration Date:	OI	A	12021	1		
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MAIL TAX STATEMENTS TO: Cassandra R. Hearn, 3630 Bayside Walk #B, San Diego, CA 92109

EXHIBIT "A"

PARCEL NO. 1:

1 1

LOT 72 OF TRACT NO. 3103, SITUATED IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 54 OF MAPS, PAGES 36, 37 AND 38, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL NO. 2:

AN UNDIVIDED 1/24TH INTEREST IN AND TO LOT 98, TRACT NO. 3103, AS SHOWN BY MAP ON FILE IN BOOK 54 OF MAPS, PAGES 38, 37 AND 38, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

EASEMENTS FOR SUPPORT AND SETTLEMENT WHERE SAID LOT 72 ADJOINS LOTS 71 AND 70, SAID RIGHTS BEING APPURTENANT TO THE LAND DESCRIBED AS PARCEL 1.

END OF LEGAL DESCRIPTION

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Property Improvement Plan

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10-Year Property Improvement Plan

For sample projects qualifying under the Mills Act see Appendix "A". Attach additional sheets if necessary.

Year	Proposed Project	Estimated Cost
1	Flooring – Repair (water damage repair)	\$2,000
2	Door – Repair or Replace (front door replace and frame damage repair)	\$4,500
3	Cabinets New Built-in Bathroom (two bathrooms)	\$4,000
4	Porch – Repair or Replace (cracked slabs, cracked cinder blocks, broken fence)	\$5,500
5	Windows – Repair or Replacement	\$12,000
6	Painting – Interior, Annual Maintenance	\$3,500
7	Gutters and Downspouts, Siding Repair or Replace	\$6,500
8	Tile – Replace, Repair, Re-point (two bathrooms)	, \$3,000
9	Roof – Re-roof	\$5,500
10	Plumbing Minor Repairs	\$800 - \$1,200

This schedule will be attached as an exhibit to the Historic Property Preservation Agreement (Mills Act Contract). It may be revised or updated by mutual consent of the property owner(s) and the Cultural Resources Administrator in the Department of Building and Safety.

All projects that affect the exterior of the property are subject to review and approval by the Cultural Resources Administrator and/or the Cultural Resources Preservation Committee before work begins. Work must meet all City requirements and the Secretary of the Interior's Standards for Rehabilitation (Appendix B).

Photographs (8x10 included and digital photos on thumb drive)


Site Plan

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SANDPIPER STREET . NOPTH ____

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SANDPIPER STREET



242 SANDPIPER APPLICATION



City of Palm Desert Department of Building and Safety MILLS ACT HISTORIC PROPERTY CONTRACT APPLICATION

73-510 Fred Waring Drive · Palm Desert · California · 92260 · (760) 776-6420 · Fax (760) 776-6392

Property Owner Informa	ation:		
Name: Justin a	ind courtener	Andrews	Address: 203
-		Zip: 95018	
Phone: (HM) (408)391	-7717 (WK) (408)91	16-7944 Email: Courte	neyandrews@
· · · · · · · · · · · · · · · · · · ·	,		5
Property Information:			
Address of Property: 24	12 Sandpiper S	t., Palm Desert 92	260Assessor's
Parcel No(s): 640-2	50-011-1'	1	Legal
Description (attach addition	al sheets if necessary): page	e attached	
Date of Purchase by Currer	nt owner: 10/26/201	20	
Use of Property: Seco			

Eligibility for the Mills Act Program:

A property must be designated and recorded with the Riverside County Recorder at the time an application is submitted. Please check the designation(s) that apply to the property:

- X
- City Historic Landmark
- Contributor to a City Historic District
- National Register of Historic Places (individually listed)
- National Register of Historic Places (contributor to a historic district)
- National Historic Landmark

Circl Name of Historic District (if applicable): ______ Date of Designation: February

Property Owner Consent: I am (we are) the present owner(s) of the property described above and hereby apply for consideration for a Mills Act Historic Property Contract

Signature of Property Owner News Signature of Property Owner

For Office Use:

Mills Act Application

RECORDING REQUESTED BY: Equity Title Company Order No. 3910220-10111 Escrow No. 12496-HB A.P.N. . 640-250-011-1 MAIL TAX BILL AND WHEN RECORDED MAIL TO:

JUSTIN ANDREWS

PO Box 744 Mount Hermon, CA 95041

TRA: 018-006

DOC # 2020-0518060

10/26/2020 05:00 PM Fees: \$17.00 Page 1 of 2 Recorded in Official Records County of Riverside Peter Aldana Assessor-County Clerk-Recorder

This document was electronically submitted to the County of Riverside for recording Receipted by: MARIA #309

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS \$429.00

computed on full value of property conveyed, or

computed on full value less liens or encumbrances remaining at the time of sale.

unincorporated area: 🛛 Palm Desert, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Renee Schwertner, Trustee of The Renee Schwertner June 25, 2010 Trust

hereby GRANT(S) to Justin J. Andrews and Courteney R. Andrews, husband and wife as joint tenants the following described real property in the County of Riverside, State of California:

LEGAL DESCRIPTION: See attached Exhibit "A" attached hereto and made a part hereof More commonly known as: 242 Sandpiper Street, Palm Desert, CA 92260

Date October 13, 2020

The Rence Schwertner June 25, 2010 Trust ristee By: Renee Schwertner, Trustee

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 C	ALIFORNIA	٦		
COUNTY OF	Liverside	} S.S.	•	•
On Octob	2er 14,2020	, before-me,	E. Bruns	, Notary Public,
personally a	appeared	nee Schaer	-tner-	who
• • ·				

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

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

WITNESS my hand and official seal.

Signature (Seal)



EXHIBIT "A"

PARCEL 1:

LOT 51 OF TRACT NO. 3103 IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 54, PAGES 36 THROUGH 38 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2:

AN UNDIVIDED 1/24TH INTEREST IN AND TO LOT 98 OF TRACT 3103 AS SHOWN BY MAP ON FILE IN BOOK 54, PAGES 36 THROUGH 38 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

EASEMENTS FOR SUPPORT AND SETTLEMENT WHERE SAID LOT 51 ADJOINS LOTS 49 AND 50 OF TRACT 3103 AS SHOWN BY MAP ON FILE IN BOOK 54, PAGES 36 THROUGH 38 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 640-250-011

END OF LEGAL DESCRIPTION

10-Year Property Improvement Plan

For sample projects qualifying under the Mills Act see Appendix "A". Attach additional sheets if necessary.

Year	Proposed Project	Estimated Cost
1	Annual Maintenance and Repairs Patio-veplace broken + cracked pavers	\$3,900
2	Patio-veplace broken + cracked pavers HVAC-New System	\$5500
3	HVAC-New System Calbinets - New built-in bathroom Tile-veplace broken file in bathroom	\$5500
4	Annual Maintenance and Repairs	
5	Window-Sovens	\$1500
6	Electrical - Lighting fixtures	\$500
7	Annual maintenance and lepairs	\$ 3,900
8	Re-glaze original 1960's bathtub+tile	
9	Flooring-veplace caupet in two rooms	
10	Annual maintenance and Repairs	

This schedule will be attached as an exhibit to the Historic Property Preservation Agreement (Mills Act Contract). It may be revised or updated by mutual consent of the property owner(s) and the Cultural Resources Administrator in the Department of Building and Safety.

All projects that affect the exterior of the property are subject to review and approval by the Cultural Resources Administrator and/or the Cultural Resources Preservation Committee before work begins. Work must meet all City requirements and the Secretary of the Interior's Standards for Rehabilitation (Appendix B).



Sandpiper Street

North



Sandpiper Street

North,



IMG-0608.jpg



342 SANDPIPER APPLICATION

1. Application Checklist

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Exterior



Front Entrance

Patio View

Side View

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1. Application Checklist 2. Application Form 3. Copy of the grant deed, including a complete \checkmark legal description \checkmark 4. 10-Year Property Improvement Plan **>** 5. Photographs 6. Site plan

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7. Non-refundable application fee of \$318.00

2. Application Form

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City of Palm Desert Department of Building and Safety MILLS ACT HISTORIC PROPERTY CONTRACT APPLICATION

73-510 Fred Waring Drive · Palm Desert · California · 92260 · (760) 776-6420 · Fax (760) 776-6392

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Property Owner Information:

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Name: Lussier Family Living Trust	U/T/D 2/13/	18 (Don Lus	sier an	d Joy Lussier, Trustees)
Address: 44-4025 Roblin Blvd.				•
City: Winnipeg		Canada	_Zip: _	R3R3V5
Phone: (HM) 204-489-3722	_(WK)			Email: <u>donlussier@shaw.ca</u>
Property Information:				
Address of Property:342 Sandpipe	r St. Palm De	sert, CA 9226	0	
Assessor's Parcel No(s):640260005	and pr	orata share i	n comn	non area: 640260025
Legal Description (attach additional sh				
Date of Purchase by Current owner:				
Use of Property:	Vacation h	me		
Eligibility for the Mills Act Progra	im:			
A property must be designated and application is submitted. Please check				
City Historic Landmark X Contributor to a City H National Register of H National Register of H National Register of H	istoric Distric istoric Places istoric Places mark	(individually (contributor	to a hi	storic district)
Name of Historic District (if applicable)	Sandpiper (Condominium	s (Histo	oric District #4)

Date of Designation: _____ February 10, 2022

Property Owner Consent: I am (we are) the present owner(s) of the property described above and hereby apply for consideration for a Mills Act Historic Property Contract

Signature of Property Owner Kness m Stansture of Property Baner For Office Use:

Mills Act Application

3. Grant Deed

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AND WHEN RECORDED MAIL TO:

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Mr. and Mrs. Don Lussier 325 Brock Street Winnipeg, MB R3N 0Y8 County of Riverside Larry W. Ward Assessor, County Clerk & Recorder

This document was electronically submitted to the County of Riverside for recording Receipted by: TVERBA

THIS SPACE FOR RECORDER'S USE ONLY	ER'S USE ONLY:	RECORDER'S	THIS SPACE FOR	THIS
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Title Order No.: 4592389			No.: 26810-KC
The OIYOOLO	GRANT DE	ED	
THE UNDERSIGNED GRANTOR D [X] computed on full value of propu- [] computed on full value less value [] Unincorporated area [X] City	OCUMENTARY TRANSFE enty conveyed, or ue of liens or encumbrances		
FOR A VALUABLE CONSIDERAT	FION, receipt of which is her	reby acknowledged,	
Linda K. Clode, an Unmarried W	Ioman		
hereby GRANT(s) to:			
Don V. Lussier and Joy K			
the real property in the City of Pali LEGAL DESCRIPTION ATTACHI Also Known as: 342 Sandpiper S AP#: 640-260-005	ED HERETO AS EXHIBIT "/	A" AND MADE A PART HERE(ed as: DF
DATED March 3, 2014 STATE OF CALIFORNIA COUNTY OF Variable On <u>France</u> Defore me, <u>Harson</u> Correct A Notary Public personally appeared <u>HarvOa</u> V. <u>Circle</u> who proved to me on the basis of set the person(s) whose name(s) is/area instrument and acknowledged to executed the same in his/her/their and that by-his/her/their signature(person(s), or the entity upon beha acted, executed the instrument. I cartify under PENALTY OF PERJURY of California that the foregoing paragraph WITNESS my hand and official seal.	atisfactory evidence to be subscribed to the within o me that the/shethey authorized capacity(res), s) on the instrument the of which the person(s) under the laws of the State	Rinka K. da K Clode KRISTY J. Commission Notary Public Riverside My.Comm. Expire	CORDELL # 1901078 - California County
Signature	Y SHOWN BELOW; IF NO PA	(Seai) ARTY SHOWN, MAIL AS DIRECTI	ED'ABOVE:

	-	THIS SPACE FOR RECORDER'S USE ONLY:
Title Order No.: 4592389		Escrow No.: 26810-KC
The Oilou	GRANT DEED	
THE UNDERSIGNED GRANTOR	S) DECLARE(S) OCUMENTARY TRANSFER TA	x is \$ 749.70
[X] computed on full value of prope	erty conveyed, or	A C Y C Y C
[] computed on full value less valu [] Unincorporated area [X] City	le of liens or encumbrances rem	naining at time of sale.
FOR A VALUABLE CONSIDERAT	ION, receipt of which is hereby a	acknowledged,
Linda K. Clode, an Unmarried W	oman	
hereby GRANT(s) to:		
Don V. Lussier and Joy Ka	thryn Lussier, husband	and wife as joint tenants
the real property in the City of Palm LEGAL DESCRIPTION ATTACHE Also Known as: 342 Sandpiper Str AP#: 640-260-005	D HERETO AS EXHIBIT "A" AN	
DATED March 3, 2014 STATE OF CALIFORNIA COUNTY OF REALIFORNIA On Free Metal Control of the same of	stactory evidence to be subscribed to the within me that the/she/they uthorized capacity(ies), on the instrument the of which the person(s) nder the laws of the State	KRISTY J. CORDELL Commission # 1901078 Notary Public - California Riverside County My Comm. Expires Sep 19, 2014
Signature	SHOWN BELOW; IF NO PARTY S	(Seal) HOWN, MAIL AS DIRECTED ABOVE:

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Order Number: 0625-4592389 Page Number: 7

LEGAL DESCRIPTION

Real property in the City of Palm Desert, County of Riverside, State of California, described as follows:

PARCEL 1:

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LOT 95 OF TRACT 3103, AS SHOWN BY MAP ON FILE IN BOOK 54, PAGES 36 THROUGH 38, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2:

AN UNDIVIDED ONE-TWENTY-FOURTH (1/24TH) INTEREST IN LOT 99 OF SAID TRACT 3103, AS SHOWN BY MAP ON FILE IN BOOK 54, PAGES 36 THROUGH 38, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ALL THAT PORTION IN LOT 99 AS CONVEYED TO COUNTRY CLUB COTTAGES, INC., BY DEED RECORDED SEPTEMBER 1, 1965 AS INSTRUMENT NO. 101369 OF OFFICIAL RECORDS.

APN: 640-260-005-7

	CHOMO REQUESTED DY	nang pangkanang menungkangkang di Bandan kanang mengang pantakan ang ter di Anan ang ter pangkanang ana ang dis T
	Legal Docs By ME	
1	AND WHEN RECORDED MAIL DOCUMENT AND TAX STATEMENT TO	
	Don Lussier NAME	
	STREET 325 Brock Street ADDRESS	
١	CITY, STATE & Winnipeg MB R3N048 ZIP CODE	
1	TITLE ORDER NO E6CROW NO	
		SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY
		e undorsignod grantor(s) dociaro(s)
N N	TRA:	CUMENTARY TRANSFER TAX \$ 0.00
1	APN: 640-280-005-7	computed on full value less liens and encumbrances remaining at time of sale. Unincorporated Area City of <u>Poim Desort</u>
	FOR VALUABLE CONSIDERATION, receipt of which is he	proby acknowledged, I (We) Don V. Lussier and
ļ	Joy Kathryn Lussier, huband and wife as jo	Int tenants,
		Family Living Trust, UTD Doc 13, 2018
	Don Lussier a	and Joy Lussier, Trustees,
	the following described real property in the City of State of	Palm Desert,County ofRiverside
	LEGAL DESCRIPTION ATTACHED HERE	TO AS EXHIBIT "A" AND MADE A PART HEREOF
	Commonly Known As: 342 Sandpiper Stree	t, Palm Desert, CA 92260
	DATED: 12/13/18	
		Name Don V Lussier
	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	Name Joy Kathryn Lusser
	the truthfulness, accuracy, or validity of that document.	
	STATE OF CALIFORNIA	i porte i la
•	0m <u>1213/18</u> before me, <u>1</u>	(here insert name and table of the officer)
	Don V. Lussie	er and Joy Kathryn Lussier
1	ind acknowledged to me that he/she/they executed the	be the person(s) whose name(s) is/are subscribed to the within instrument a some in his/her/their authorized capacity(ies), and that by his/her/their pon behall of which the person(s) acted, executed the instrument.
I	cartily under PENALTY OF PERJURY under the laws of ti	he State of California that the company paragraph is in the company of the line of the company o
	NTNESS my hand and official seal.	COMAL 2141009
	CH-)	RIVERSIDE COUNTY
;	Signature	(SEAL)
	MAIL TAX STATEMENT AS DIRECTED ABO	

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EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Palm: Desert, County of Riverside, State of California, described as follows:

PARCEL 1:

LOT 95 OF TRACT 3103, AS SHOWN BY MAP ON FILE IN BOOK 54, PAGES 36 THROUGH 38, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2:

AN UNDIVIDED ONE-TWENTY-FOURTH (1/24TH) INTEREST IN LOT 99 OF SAID TRACT 3103, AS SHOWN BY MAP ON FILE IN BOOK 54, PAGES 36 THROUGH 38, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ALL THAT PORTION IN LOT 99 AS CONVEYED TO COUNTRY CLUB COTTAGES, INC., BY DEED RECORDED SEPTEMBER 1, 1965 AS INSTRUMENT NO. 101369 OF OFFICIAL RECORDS.

APN: 640-260-005-7

4. 10-Year Property Improvement Plan

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Year		Projects/Areas	Est. Anr	nual Cost Per	Notes/Comments
			HOA	Homeowner	
1 2023-24)	1.1 HO	A Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
	1.11 Ope	erating Expenditures	l		The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL transaction records for areas specific to Mills Act; will be updated with
1	GL Acct Co	ode			actuals over City 2023-24 fiscal year (07/01-06/30)
		Landscape Contract	43,200.00	1800.00	Maintain and improve current landscape incl. ad hoc irrigation repairs
	7091		4,320.01		 Replace and care for turf and plants
	7100		3,235.03	1 - 1	 Repairs and replacement to landscape elements
	7120		2,940.43	1	 Repairs to 60 year old Irrigation system which covers 3 acres
	7121	Lighting Repairs & Maint	1,973.76	82.24	 Maintain historic lighting infrastructure
	7130		3,900.00	f 1	 Cleaning & upkeep to ensure proper chemical levels to preserve pool
	7140		1,450.00		 Specific pool and pool equipment related repairs
	7150	•	1,985.98		• Prevent pest infestation/damage to buildings, structures and fixtures
	7190	Tree Trimming	3,585.00	149.38	 Palm tree trimming to ensure healthand appearnance of plants
	7210	Common Area Repairs	1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
		Subtotal	68,042.84	2,835.12	
	1.12 Res	erve Expenditures			Forecasted reserve expenditures by year from April 2022 Reserve Analysis Report - select categories specific to Mills Act; will be updated with actual
					expenditures over City 2023-24 fiscal year (07/01-06/30)
		Asphalt - Seal Coat	2,296.79	95.70	 Seal coat all asphalt (13,117 SF), incl. Pitahaya St. parking area.
		Grounds - Common Area	3,605.00		 Misc. reserve expenditures (fans, trash recepticles and gates, carports
		Grounds - Mailboxes	3,605.00	1 (Replace two (2) mailboxes
		Irrigation - System Renovation, Phase 2	19,570.00	3	 Major renovation to irrigation system in four (4) phases
		Painting - Wrought Iron	4,635.00	E 1	 Paint the perimeter fencing and (13) light poles.
		Pool Area - Extras	515.00	/	 Misc pool/pool area related repair (eg. pool mastic)
		Subtotal	34,226.79		
		Subtotal (HOA)	68,042.84	2,835.12	
	1 2 Sna	cific Homeowner Projects			
	7.5 340	Sun flap and post replacement	N/A	5,000.00	
		Subtotal (Homeowner)	N/A N/A		
			N/A	: 3,000.00,	
		Total		9,261.23	
				,	

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Year		Projects/Areas			nual Cost Per	Notes/Comments
				HOA	Homeowner	
2 024-25)	2.1 HO	A Annual Maintenance/Repairs				Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
	2.11 Op	erating Expenditures				The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL transaction records for areas specific to Mills Act; will be updated with
	GL Acct Con	<u> </u>				actuals over City 2024-25 fiscal year (07/01-06/30)
	7080	Landscape Contract		43,200.00		Maintain and improve current landscape incl. ad hoc irrigation repairs
	7091	Seed, Fertlizer, Plants		4,320.01		 Replace and care for turf and plants
	7100	Landscape Repairs & Maint		3,235.03		 Repairs and replacement to landscape elements
	7120	Irrigation Repairs		2,940.43	2 1	 Repairs to 60 year old Irrigation system which covers 3 acres
	7121	Lighting Repairs & Maint		1,973.76	3	 Maintain historic lighting infrastructure
	7130	Pool Contract		3,900.00	162.50	 Cleaning & upkeep to ensure proper chemical levels to preserve pool
	7140	Pool & Spa Repairs		1,450.00	60.42	 Specific pool and pool equipment related repairs
	7150	Pest Control		1,985.98	82.75	 Prevent pest infestation/damage to buildings, structures and fixtures
	7190	Tree Trimming		3,585.00	149.38	 Palm tree trimming to ensure healthand appearnance of plants
	7210	Common Area Repairs		1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
			Subtotal	68,042.84	2,835.12	
	2.12 Res	erve Expenditures				Forecasted reserve expenditures by year from April 2022 Reserve Analysis
						Report - select categories specific to Mills Act; will be updated with actual expenditures over City 2024-25 fiscal year (07/01-06/30)
		Grounds - Common Area		3,713.15	154.71	• Misc. reserve expenditures (fans, trash recepticles and gates, carports)
		Irrigation - System Renovation, Phase 3		21,218.00	1 I	 Major renovation to irrigation system in four (4) phases
		Pool Area - Extras		530.45	L ' 1	 Misc pool/pool area related repair (eg. pool mastic)
		Pool Area - Pool, Replaster		27,695.86	1 I	 Replaster the pool and replace the tile.
		· · · · · · · · · · · · · · · · · · ·	Subtotal			
		Subto	al (HOA)	121,200.30	5,050.01	
	2.2 Spe	cific Homeowner Projects				
		New Roof		N/A	5000.00	
		Subtotal (Hom	eowner)	N/A	5,000.00	
			Total		10,050.01	

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Year	Projects/Areas		Est. Anr	nual Cost Per	Notes/Comments
			HOA	Homeowner	
3 3.1 HC	A Annual Maintenance/Repairs				Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
	perating Expenditures				The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL transaction records for areas specific to Mills Act; will be updated with (actuals over City 2025-26 fiscal year (07/01-06/30)
7080	Landscape Contract		43,200.00	1800.00	Maintain and improve current landscape incl. ad hoc irrigation repairs
7091	Seed, Fertlizer, Plants		4,320.01	180.00	Replace and care for turf and plants
7100	Landscape Repairs & Maint		3,235.03	i l	Repairs and replacement to landscape elements
7120	Irrigation Repairs		2,940.43	1	 Repairs to 60 year old Irrigation system which covers 3 acres
7121	Lighting Repairs & Maint		1,973.76	1 1	Maintain historic lighting infrastructure
7130	Pool Contract		3,900.00	1	Cleaning & upkeep to ensure proper chemical levels to preserve pool
7140	Pool & Spa Repairs		1,450.00		 Specific pool and pool equipment related repairs
7150	Pest Control		1,985.98	· .	• Prevent pest infestation/damage to buildings, structures and fixtures
7190	Tree Trimming		3,585.00	149.38	 Palm tree trimming to ensure healthand appearnance of plants
7210	Common Area Repairs		1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
		Subtotal	68,042.84	2,835.12	
3.12 Re	eserve Expenditures				Forecasted reserve expenditures by year from April 2022 Reserve Analysis Report - select categories specific to Mills Act; will be updated with actual expenditures over City 2025-26 fiscal year (07/01-06/30)
	Grounds - Common Area		3,824.54	159.36	• Misc. reserve expenditures (fans, trash recepticles and gates, carports)
	Grounds - Entry Gates, Wrought Iron		7,430.54	309.61	Replace the wrought iron entry gates and locks
	Irrigation - System Renovation, Phase 4		21,854.54	910.61	 Major renovation to irrigation system in four (4) phases
	Pool Area - Extras		546.36	22.77	 Misc pool/pool area related repair (eg. pool mastic)
		Subtotal	33,655.98	1,402.33	
	Subtot	al (HOA)	101,698.82	4,237.45	
3.2 Sp	ecific Homeowner Projects				
	Patio heater with gas hookup		N/A	3,000.00	
	Subtotal (Homeo	wner)	N/A		
	, 	_,			
		Total		7,237.45	

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Year		Projects/Areas		Est. Ann	n ual Cost Per Homeowner	Notes/Comments
4 2026-27)	4 .1 HO	A Annual Maintenance/Repairs				Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
	4.11 Ope	erating Expenditures				The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL transaction records for areas specific to Mills Act; will be updated with t
	GL Acct Cod	_				actuals over City 2026-27 fiscal year (07/01-06/30)
	7080	Landscape Contract		43,200.00	1 1	 Maintain and improve current landscape incl. ad hoc irrigation repairs
	7091	Seed, Fertlizer, Plants		4,320.01		 Replace and care for turf and plants
	7100	Landscape Repairs & Maint		3,235.03		 Repairs and replacement to landscape elements
	7120	Irrigation Repairs		2,940.43	1 1	 Repairs to 60 year old irrigation system which covers 3 acres
	7121	Lighting Repairs & Maint		1,973.76	(I	Maintain historic lighting infrastructure
	7130	Pool Contract		3,900.00	162.50	 Cleaning & upkeep to ensure proper chemical levels to preserve pool
	7140	Pool & Spa Repairs		1,450.00		 Specific pool and pool equipment related repairs
	7150	Pest Control		1,985.98	82.75	 Prevent pest infestation/damage to buildings, structures and fixtures
	7190	Tree Trimming		3,585.00		 Palm tree trimming to ensure healthand appearnance of plants
	7210	Common Area Repairs	_	1,452.63	· · · · · · · · · · · · · · · · · · ·	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
			Subtotal	68,042.84	2,835.12	
	4.12 Res	erve Expenditures			6 4 2	Forecasted reserve expenditures by year from April 2022 Reserve Analysis Report - select categories specific to Mills Act; will be updated with actual
						expenditures over City 2026-27 fiscal year (07/01-06/30)
		Grounds - Common Area		3,939.28	164.14	 Misc. reserve expenditures (fans, trash recepticles and gates, carports
		Grounds - Shuffleboard		1,575.71	2	 Resurface the shuffleboard court.
		Grounds - Surveillance System		7,315.81		 Replace surveillance system (four dome cameras and one DVR)
		Pool Area - Extras		562.75		Misc pool/pool area related repair (eg. pool mastic)
			Subtotal	13,393.55	558.06	
		Subto	tal (HOA)	81,436.39	3,393.18	
	A 7 C	sifis Homosource Desisate	-			
	4.2 SPE	ecific Homeowner Projects				
		Dishwasher, guest bedroom window, cl	•		3,000.00	
		windows in guest bedroom and kitchen	-			
		Subtotal (Home	owner) -	N/A	3,000.00	
			Total		6,393.18	

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Year	Projects/Areas			Est. Annual Cost Per		Notes/Comments
·				HOA	Homeowner	
5 027-28)	5.1 HO	A Annual Maintenance/Repairs				Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
	5.11 Operating Expenditures					The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL transaction records for areas specific to Mills Act; will be updated with (
-	GL Acct Cod			43,200.00	1800.00	actuals over City 2027-28 fiscal year (07/01-06/30) • Maintain and improve current landscape incl. ad hoc irrigation repairs
	7080	Landscape Contract		•	· · ·	
	7091	Seed, Fertlizer, Plants		4,320.01		 Replace and care for turf and plants Repairs and replacement to landscape elements
	7100	Landscape Repairs & Maint		3,235.03		Repairs to 60 year old Irrigation system which covers 3 acres
	7120	Irrigation Repairs		2,940.43 1,973.76		Maintain historic lighting infrastructure
	7121	Lighting Repairs & Maint		-	i	Cleaning & upkeep to ensure proper chemical levels to preserve pool
	7130			3,900.00 1,450.00		Specific pool and pool equipment related repairs
	7140 7150	Pool & Spa Repairs Pest Control		1,985.98		 Prevent pest infestation/damage to buildings, structures and fixtures
	7150	Tree Trimming		3,585.00		 Palm tree trimming to ensure healthand appearnance of plants
	7210	Common Area Repairs		1,452.63	1	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
	7210	Common Area Repairs	Subtotal	68,042.84		
	5.12 Res	serve Expenditures				Forecasted reserve expenditures by year from April 2022 Reserve Analysis
						Report - select categories specific to Mills Act; will be updated with actual expenditures over City 2027-28 fiscal year (07/01-06/30)
		Grounds - Common Area		4,057.46	169.06	 Misc. reserve expenditures (fans, trash recepticles and gates, carports)
		Painting - Trim		11,685.48	1 1	Paint the wood and metal trim of the units
		Painting - Wrought Iron		5,216.73	เ่	 Paint the perimeter fencing and (13) light poles.
		Pool Area - Extras		579.64	24.15	 Misc pool/pool area related repair (eg. pool mastic)
		Pool Area - Pool, Heater		4,173.39	173.89	Replace the Raypack pool heater
			Subtotal	25,712.70	1,071.36	
		Su	btotal (HOA)	93,755.54	3,906.48	
	5.2 Spe	cific Homeowner Projects				
		Dryer, new front door		N/A	2,600.00	
		Subtotal (Ho	meowner)	N/A		
			Total		6,506.48	

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Year	lect Improvement Plan 342 Sandpiper St. Palm Desei Projects/Areas		Est. Annual Cost Per		Notes/Comments	
		<u>. </u>		HOA	Homeowner	
6 028-29)	6.1 HO	A Annual Maintenance/Rep	airs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
,	6.11 Op	erating Expenditures			-	The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3", GL transaction records for areas specific to Mills Act; will be updated with
	GL Acct Coo	le				actuals over City 2028-29 fiscal year (07/01-06/30)
	7080	Landscape Contract		43,200.00	1800.00	 Maintain and improve current landscape incl. ad hoc irrigation repairs
	7091	Seed, Fertlizer, Plants		4,320.01	- 180.00	 Replace and care for turf and plants
	7100	Landscape Repairs & Maint		3,235.03	134.79	 Repairs and replacement to landscape elements
	7120	Irrigation Repairs		2,940.43	122.52	 Repairs to 60 year old Irrigation system which covers 3 acres
	7121	Lighting Repairs & Maint		1,973.76	82.24	 Maintain historic lighting infrastructure
	7130	Pool Contract		3,900.00	162.50	 Cleaning & upkeep to ensure proper chemical levels to preserve pool
	7140	Pool & Spa Repairs		1,450.00	60.42	 Specific pool and pool equipment related repairs
	7150	Pest Control		1,985.98	82.75	 Prevent pest infestation/damage to buildings, structures and fixtures
	7190	Tree Trimming		3,585.00	149.38	 Palm tree trimming to ensure healthand appearnance of plants
	7210	Common Area Repairs		1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
		•	Subtotal	68,042.84		
	6.12 Re:	serve Expenditures				Forecasted reserve expenditures by year from April 2022 Reserve Analysis
						Report - select categories specific to Mills Act; will be updated with actual
		Asphalt Fool Cont		2,662.61	. 110.94	expenditures over City 2028-29 fiscal year (07/01-06/30) • Seal coat all asphalt (13,117 SF), incl. Pitahaya St. parking area.
		Asphalt - Seal Coat Grounds - Common Area		4,179.18		 Misc. reserve expenditures (fans, trash recepticles and gates, carports)
		Irrigation - Controllers (2017)		1,910.48	1	 Replace the five (2) controllers installed in 2017
		Pool Area - Extras		597.03		Misc pool/pool area related repair (eg. pool mastic)
		FOOTATEd - LAUAS		9,349.30		
			Subtotal (HOA)	77,392.14	3,224.67	
			·····		-	
	6.2 Spa	ecific Homeowner Projects			-	
	•	Fridge			2,000.00	
			al (Homeowner)	N/A		
		<u>-</u>				
			Total		5,224.67	

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Year	Projects/Areas		nnual Cost Per	Notes/Comments
	<u></u>	HOA	Homeowner	
7 7.1 H	OA Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
7.11 0	perating Expenditures			The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL transaction records for areas specific to Mills Act; will be updated with G
GL Acct o		43 300 (1800,00	 actuals over City 2029-30 fiscal year (07/01-06/30) Maintain and improve current landscape incl. ad hoc irrigation repairs
7080		43,200.0	1 1	
7091		4,320.0 3,235.0	i 1	 Replace and care for turf and plants Repairs and replacement to landscape elements
7100		3,235.u 2,940.4	• •	Repairs to 60 year old Irrigation system which covers 3 acres
7120	6	2,940.4		Maintain historic lighting infrastructure
7121		3,900.0	1 1	Cleaning & upkeep to ensure proper chemical levels to preserve pool
7140		1,450.0	, ,	
7150		1,985.9	1 1	 Prevent pest infestation/damage to buildings, structures and fixtures
7190		3,585.0	1 1	•
7210	-	1,452.6	i i	_
	Subto	•		
7.12 R	leserve Expenditures			Forecasted reserve expenditures by year from April 2022 Reserve Analysis
				Report - select categories specific to Mills Act; will be updated with actual
				expenditures over City 2029-30 fiscal year (07/01-06/30)
	Grounds - Common Area	4,304.5	1 7	
	Pool Area - Extras	614.9		 Misc pool/pool area related repair (eg. pool mastic)
	Subto	tal 4,919.	io 204.98	
	Subtotal (HC	A) 72,962.3	34 3,040.10	
7.2 S	pecific Homeowner Projects			
	- Patio gate, ceilíng fans in Master bedroom & patio)	2,600.00	
	Subtotal (Homeown	er) N,	A 2,600.00	
	Total			

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Year	lect Improvement Plan 342 Sandpiper St. Palm Deser Projects/Areas		Est. Annual Cost Per HOA Homeowner		Notes/Comments	
8 2030-31)	8.1 HOA Annual Maintenance/Repairs 8.11 Operating Expenditures GL Acct Code				Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)	
					The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3' GL transaction records for areas specific to Mills Act; will be updated with actuals over City 2030-31 fiscal year (07/01-06/30)	
	7080	Landscape Contract		43,200.00		 Maintain and improve current landscape incl. ad hoc irrigation repairs
	7091	Seed, Fertlizer, Plants		4,320.01	180.00	 Replace and care for turf and plants
	7100	Landscape Repairs & Maint		3,235.03	134.79	 Repairs and replacement to landscape elements
	7120	Irrigation Repairs		2,940.43	122.52	 Repairs to 60 year old Irrigation system which covers 3 acres
	7121	Lighting Repairs & Maint		1,973.76	82.24	 Maintain historic lighting infrastructure
	7130	Pool Contract		3,900.00	162.50	 Cleaning & upkeep to ensure proper chemical levels to preserve pool
	7140	Pool & Spa Repairs		1,450.00	60:42	 Specific pool and pool equipment related repairs
	7150	Pest Control		1,985.98	82.75	 Prevent pest infestation/damage to buildings, structures and fixtures
	7190	Tree Trimming		3,585.00	149.38	 Palm tree trimming to ensure healthand appearnance of plants
	7210	Common Area Repairs		1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
			Subtotal	68,042.84	2,835.12	
	8.12 Reserve Expenditures				Forecasted reserve expenditures by year from April 2022 Reserve Analysis	
						Report - select categories specific to Mills Act; will be updated with actual expenditures over City 2030-31 fiscal year (07/01-06/30)
		Grounds - Common Area		4,433.70	184.74	 Misc. reserve expenditures (fans, trash recepticles and gates, carports)
		Painting - Pool Cabana		3,800.31	158.35	Paint pool cabana
		Pool Area - Extras		633.39		 Misc pool/pool area related repair (eg. pool mastic)
			Subtotal	8,867.40		
		Su	btotal (HOA)	76,910.24	3,204.59	
	9 7 6 m a	sifis Homoouror Droiosta				
	o.z spe	8.2 Specific Homeowner Projects				
	Paint kitchen and Living Room, Dining Room, Hall -			2,500.00		
		Subtotal (Ho	meowner)	N/A	2,500.00	
		r	Total		5,704.59	

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ear	ect Improvement Plan 342 Sandpiper St. Palm Deser Projects/Areas		Per	Notes/Comments
		HOA	Homeowner	анан анан анан анан анан анан анан ана
9 9.1 H	9.1 HOA Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
9.11 0	perating Expenditures			The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL transaction records for areas specific to Mills Act; will be updated with (actuals over City 2031-32 fiscal year (07/01-06/30)
<u>GL Acct 0</u> 7080		43,200.00	1800.00	 Maintain and improve current landscape incl. ad hoc irrigation repairs
7080	· · · ·	4,320.01	i (Replace and care for turf and plants
7091		3,235.03	í :	Repairs and replacement to landscape elements
7120		2,940.43	1	Repairs to 60 year old Irrigation system which covers 3 acres
7120	-	1,973.76	1	Maintain historic lighting infrastructure
7130		3,900.00	(i	Cleaning & upkeep to ensure proper chemical levels to preserve pool
7140		1,450.00		 Specific pool and pool equipment related repairs
7150		1,985.98	i)	 Prevent pest infestation/damage to buildings, structures and fixtures
7190		3,585.00	1	 Palm tree trimming to ensure healthand appearnance of plants
7210	-	1,452.63		 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
	Subtotal	68,042.84		
9.12 R	eserve Expenditures			Forecasted reserve expenditures by year from April 2022 Reserve Analysis Report - select categories specific to Mills Act; will be updated with actual expenditures over City 2031-32 fiscal year (07/01-06/30)
	Grounds - Common Area	4,566.71	190.28	 Misc. reserve expenditures (fans, trash recepticles and gates, carports
	Painting - Wrought Iron	5,871.48		 Paint the perimeter fencing and (13) light poles.
	Pool Area - Extras	652.39	i (Misc pool/pool area related repair (eg. pool mastic)
	Subtotal	11,090.58		
	Subtotal (HOA)	79,133.42	3,297.23	
075	pecific Homeowner Projects			
3. 2 3	Paint bedrooms and bathrooms		2,600.00	
	Subtotal (Homeowner)	N/A		
	· · · · · · · · · · · · · · · · · · ·			
	Total		5,897.23	

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Year	Projects/Areas		Est. Annual Cost Per		Notes/Comments
			HOA	Homeowner	
10 132-33) 10.1	1 HOA Annual Maintenance/Repairs				Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
	1 Operating Expenditures				The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL transaction records for areas specific to Mills Act; will be updated with (
	ct Code		42.200.00	1000.00	actuals over City 2032-33 fiscal year (07/01-06/30) • Maintain and improve current landscape incl. ad hoc irrigation repairs
	D80 Landscape Contract		43,200.00	1 1	•
	⁰⁹¹ Seed, Fertlizer, Plants		4,320.01		Replace and care for turf and plants Replace and care for turf and plants
	Landscape Repairs & Maint		3,235.03	1 1	 Repairs and replacement to landscape elements Repairs to 60 year old Irrigation system which covers 3 acres
	120 Irrigation Repairs		2,940.43		Maintain historic lighting infrastructure
	121 Lighting Repairs & Maint		1,973.76		Cleaning & upkeep to ensure proper chemical levels to preserve pool
	130 Pool Contract		3,900.00		 Specific pool and pool equipment related repairs
	140 Pool & Spa Repairs		1,450.00	1	 Prevent pest infestation/damage to buildings, structures and fixtures
	150 Pest Control		1,985.98 3,585.00		 Prevent pest mestation/damage to buildings, structures and inclures Palm tree trimming to ensure healthand appearnance of plants
	190 Tree Trimming		5,585.00 1,452.63	F	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
/.	210 Common Area Repairs	Subtotal	68,042.84		• Au not repairs to cabaila, lence, sidewaiks, electrical and lighting
		Subtotal	08,042.84	2,655.12	
10.1	2 Reserve Expenditures		i		Forecasted reserve expenditures by year from April 2022 Reserve Analysis
-01-					Report - select categories specific to Mills Act; will be updated with actual
			1		expenditures over City 2032-33 fiscal year (07/01-06/30)
	Grounds - Common Area		4,703.71	195.99	 Misc. reserve expenditures (fans, trash recepticles and gates, carports)
	Painting - Trim		13,546.68	564.45	 Paint the wood and metal trim of the units
	Painting - Units, Stucco & Trim		54,159.83	2256.66	 Paint residential units exteriors
	Pool Area - Extras		671.96	. ,	 Misc pool/pool area related repair (eg. pool mastic)
	Pool Area - Pool, Pump		2,217.46	 	 Replace the Pentair Intelle-Flo variable speed pool pump
		Subtotal	75,299.64	3,137.49	
	Subt	otal (HOA)	143,342.48	5,972.60	
10.1	2 Specific Homeowner Projects				
20.	Stove			2,500.00	
	Subtotal (Ho	meowner)			
				l l	

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Year	Projects/Areas	Est. Annual Cost Per		Notes/Comments
		HOA	Homeowner	
10 Year				
Annual	11.1 HOA Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
Average				
	11.11 Operating Expenditures			The amounts show are based on 2021 Sandpiper 3 on El Paseo HOA ("Circle
	Total 10 Years	680,428.40	28,351.18	3") GL transaction records for areas specific to Mills Act; will be updated wit yearly GL actuals
	10 Yr Average/Year	68,042.84	2,835.12	
	14 10 December Franzen dikunza			From April 2022 Reserve Analysis Report forecasted expenditures - select
	11.12 Reserve Expenditures			categories specific to Mills Act; will be updated with actual yearly
	Total 10 Years	269,672.90	11,236.37	expenditures
	10 Yr Average/Year	26,967.29	1,123.64	
) }	
	Combined 10 Years	950,101.30	39,587.55	
	10 Yr Average/Year Subtotal (HOA)	95,010.13	3,958.76	
	11.2 Specific Homeowner Projects			
	11.2 Specific Homeowner Projects			
	10 Yr Subtotal	N/A		
	10 Yr Average/Year Subtotal (Homeowner)	N/A	3,080.00	
			!	
	10 Yr.Totai/Homeowner	N/A	1	
	Totai 10 Yr. Average/Year	N/A	7,038.76	

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5. Photographs

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Courtyard

Interior



Living room

Dining area



Kitchen



Master bedroom



Master bedroom and sliders



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Master bedroom closet



Hallway





bathroom Guest



6. Site Plan

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Appendix: (Current Tax Bill)

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October 13 Property Data Address: Mailed to:	202 P0 40 Fro 12021 540260000 542 SANDR LUSS 44-4	Aatthew Jennings iverside County Treasur to BOH 12005 Riverside, CA 9350 80 Lemon St (Ist Floor) Riversid ephone: (951) 955-3900 If the Number: 1 (872) 748-244 en area codes 851 & 780 only S POR LOT 99 AND LOT 95 M9 PIPER PALM DESERT CA 92260 SIER FAMILY TRUST BO25 ROBLIN BLVD INIPEG MB R3R3V5 ada	2-3303 (a, CA 93501 RIVER (a) SECUE (a) SECUE	SIDE COUN RED PROPER or Fiscal Year Jul through June 30	TY TAX BILL	Go papartess anth but new E billing 1 the 5-Belling had and use the Education receive future Las bals un this estimate Errollmant Code is SODE /9 705. Visit our writinite inwiti IMPORTANT	n anti-angla memoria anglas ng sumbarressurer ag
	<u> </u>	·····					
PIN		Bill Number	Astessment Number			IMPORTANT ULTORMA	TION ON REVERSE SIDE
640260		2021004039075	2021 64025000	Bill Posted Date	Tax Rate Ares'	Land	\$64
640260	er(s) Janu	2021004039075	2021-640260005	Bill Posted Date	Tax Rate Ares'	Land Structures	\$64 \$192
640260	er(s) Janu	2021004039075	2021-640260005	Bill Posted Date	Tax Rate Ares'	Land Structures Full Taxable Value Exemptions - Homeowner	\$64 \$192
640260 Own LUSSIER FAMIL	er(s) Janu Y TRUST D	2021004039075 lary 1st, 2021 "Et al" r ATED 12/13/18, LUSSIER	2021-640260005 neans other owners a DON, Et al	Buil Fosted Date 09-14-2021 represent on this	Tax Rate Ares'	Land Structures Full Taxable Value Exemptions - Homeowner Exemptions - Other	\$64 \$192
640260 Own LUSSIER FAMIL CHARGES LEVIE General	er(s) Janu LY TRUST D D BY TAXIN	2021004039075 lary 1st, 2021 "Et al" r ATED 12/13/18, LUSSIER	2021-640260005	Buil Fosted Date 09-14-2021 represent on this	Tax Rate Ares ' 018-006 parcel AMOUNT	Land Structures Full Taxable Value Exemptions - Homeowner Exemptions - Other Net Taxable Value	\$64 \$192 \$257 \$257
640260 Own LUSSIER FAMIL CHARGES LEVIE General 03-2001-D D	er(s) Janu LY TRUST D D BY TAXIN ESERT SAN	2021004039075 lary 1st, 2021 "Et al" r ATED 12/13/18, LUSSIER	2021-640260005 neans other owners a DON, Et al	Buil Posted Date 09-14-2021 re present on this	Tax Rate Ares ' 018-006 parcel AMOUNT \$2,570.70	Land Structures Full Taxable Value Exemptions - Homeowner Exemptions - Other Net Taxable Value Tax Rate Per \$100 Value Taxes	\$64 \$192 \$257 \$257 1.
640260 Own LUSSIER FAMIL CHARGES LEVIE General 03-2001-D D 03-9001-D D 04-4821-D C	ET(S) Janu Y TRUST D D BY TAXIN ESERT SAN ESERT CON	2021004039075 lary 1st, 2021 "Et al" r ATED 12/13/18, LUSSIER ROAGENCIES"	2021-640260005 means other owners a DON, Et al FOR INFORMATION CA	Bill Posted Date 09-14-2021 re present on this 1 760-771-8516 760-773-2513	Tax Rate Ares / 018-006 parcel AMOUNT \$2,570.70 \$192.80	Land Structures Full Taxable Value Exemptions - Homeowner Exemptions - Other Net Taxable Value Tax Rate Per \$100 Value Taxes Special Assessments	\$64 \$192 \$257 \$257 1.
640260 Own LUSSIER FAMIL CHARGES LEVIE General 03-2001-D D 03-9001-D D 04-4821-D C *** TOTAL A	ESERT SAN WATER D VALORER VALORER VALORER	2021004039075 lary 1st, 2021 "Et al" r ATED 12/13/18, LUSSIER IGAGENCIES" DS UNIFIED SCHOOL AMUNITY COLLEGE DISTRICT STATE WTR PRO M TAYES	2021-640260005 means other owners a DON, Et al FOR INFORMATION CA	Buil Posted Date 09-14-2021 re present on this 1 760-771-8516	Tax Rate Area ' 018-006 parcel AMOUNT \$2,570.70 \$192.80 \$101.54 \$282.78	Land Structures Full Taxable Value Exemptions - Homeowner Exemptions - Other Net Taxable Value Tax Rate Per \$100 Value Taxes	\$64 \$192 \$257 \$257 1.; \$3,14
640260 Own UUSSIER FAMIL CHARGES LEVIE General 03-2001-D D 03-9001-D D 04-4821-D C *** TOTAL A 68-2586-FC PA	ESERT SAN WATER D VALOREF UNDESERT CON	2021004039075 lary 1st, 2021 "Et al" r ATED 12/13/18, LUSSIER GAGENCIES" DS UNIFIED SCHOOL MUNITY COLLEGE DISTRICT STATE WTR PRO M TAXES EMG SAV	2021-640260005 means other owners a DON, Et al FOR INFORMATION CA	Bill Posted Date 09-14-2021 re present on this 1 760-771-8516 760-773-2513	Tax Rate Area' 018-006 parcel AMOUNT \$2,570.70 \$192.80 \$101.54 \$282.78 \$3,147.82	Land Structures Full Taxable Value Exemptions - Homeowner Exemptions - Other Net Taxable Value Tax Rate Per \$100 Value Taxes Special Assessments	\$64 \$192 \$257 \$257 1. \$3,14
640260 Own LUSSIER FAMIL CHARGES LEVIE General 03-2001-D D 03-9001-D D 04-4821-D C *** TOTAL A 68-2586-FC A 68-4512-FC DE	ESERT SAN ESERT SAN ESERT CON V WATER D D VALOREN M DESERT I M DESERT I ACHELLA VA SERT REC DE	2021004039075 lary 1st, 2021 "Et al" r ATED 12/13/18, LUSSIER GAGENCIES" DS UNIFIED SCHOOL AMUNITY COLLEGE DISTRICT STATE WTR PRO M TAXES EMG SRV ULLEY MOSQUITO & NIFA ST AD 93-1	2021-640260005 means other owners a DON, Et al FOR INFORMATION CA	Bill Posted Date 09-14-2021 re present on this 1 760-771-8516 760-773-2513 8-2661 Ext:2257 866-807-6864 866-807-6864	Tax Rate Area ' 018-006 parcel AMOUNT \$2,570.70 \$192.80 \$101.54 \$282.78	Land Structures Full Taxable Value Exemptions - Homeowner Exemptions - Other Net Taxable Value Tax Rate Per \$100 Value Taxes Special Assessments	\$64 \$192 \$257 \$257 1.; \$3,14
640260 Own LUSSIER FAMIL General 03-2001-D D 03-9001-D D 04-4821-D C *** TOTAL A 68-2586-FC CD 68-4512-FC DE 68-4536-FC CD	ESERT SAN ESERT SAN ESERT CON V WATER D D VALOREN UM DESERT UM DESERT ACHELLA VA SERT REC DU WD SEWERS	2021004039075 lary 1st, 2021 "Et al" r ATED 12/13/18, LUSSIER GAGENCIES" DS UNIFIED SCHOOL AMUNITY COLLEGE DISTRICT STATE WTR PRO M TAXES EMG SRV ULLEY MOSQUITO & RIFA ST AD 93-1 SERVICE CHARGE IDED	2021-640260005 neans other owners to DON, Et al FOR INFORMATION CAL 760-39	Bill Posted Date 09-14-2021 re present on this 1 760-771-8516 760-773-2513 8-2661 Ext:2257 866-807-6864 866-807-6864	Tax Rate Area' 018-006 parcel AMOUNT \$2,570.70 \$192.80 \$101.54 \$282.78 \$3,147.82 \$60.00 \$7.90 \$9.90	Land Structures Full Taxable Value Exemptions - Homeowner Exemptions - Other Net Taxable Value Tax Rate Per \$100 Value Taxes Special Assessments	
640260 Own LUSSIER FAMIL General 03-2001-D D 03-9001-D D 04-4821-D C *** TOTAL A 68-2586-FC CD 68-4512-FC DE 68-4536-FC CD	ESERT SAN ESERT SAN ESERT CON V WATER D D VALOREN UM DESERT UM DESERT ACHELLA VA SERT REC DU WD SEWERS	2021004039075 lary 1st, 2021 "Et al" r ATED 12/13/18, LUSSIER GAGENCIES" DS UNIFIED SCHOOL AMUNITY COLLEGE DISTRICT STATE WTR PRO M TAXES EMG SRV ULLEY MOSQUITO & NIFA ST AD 93-1	2021-640260005 neans other owners to DON, Et al FOR INFORMATION CAL 760-39	Bill Posted Date 09-14-2021 re present on this 1 760-771-8516 760-773-2513 8-2661 Ext:2257 866-807-6864 866-807-6864	Tax Rate Ares' 018-006 parcel AMOUNT \$2,570.70 \$192.80 \$101.54 \$282.78 \$3,147.82 \$60.00 \$7.90 \$9.90 \$295.44	Land Structures Full Taxable Value Exemptions - Homeowner Exemptions - Other Net Taxable Value Tax Rate Per \$100 Value Taxes Special Assessments & Fixed Charges	\$64 \$192 \$257 \$257 1. \$3,14
640260 Own LUSSIER FAMIL CHARGES LEVIE General 03-2001-D D 03-9001-D D 04-4821-D C *** TOTAL A 68-2586-FC CD 68-4512-FC CE 68-4512-FC CE	ESERT SAN ESERT SAN ESERT CON V WATER D D VALOREN UM DESERT UM DESERT ACHELLA VA SERT REC DU WD SEWERS	2021004039075 lary 1st, 2021 "Et al" r ATED 12/13/18, LUSSIER GAGENCIES" DS UNIFIED SCHOOL AMUNITY COLLEGE DISTRICT STATE WTR PRO M TAXES EMG SRV ULLEY MOSQUITO & RIFA ST AD 93-1 SERVICE CHARGE IDED	2021-640260005 neans other owners to DON, Et al FOR INFORMATION CAL 760-39	Bill Posted Date 09-14-2021 re present on this 1 760-771-8516 760-773-2513 8-2661 Ext:2257 866-807-6864 866-807-6864 866-807-6864	Tax Rate Area' 018-006 parcel AMOUNT \$2,570.70 \$192.80 \$101.54 \$282.78 \$3,147.82 \$60.00 \$7.90 \$9.90	Land Structures Full Taxable Value Exemptions - Homeowner Exemptions - Other Net Taxable Value Tax Rate Per \$100 Value Taxes Special Assessments	\$64 \$192 \$257 \$257 1. \$3,14

	in comber	" Assessment Number 7	Bill Posted Date		IMPORTANT INFORMATION ON REVERSE SI	to s
640260005	2021004039075	2021-640360005			Land	\$64,26
	uary 1st, 2021 "Et al" r DATED 12/13/18, LUSSIER	neans other owners	09-14-2021 epresent on this	018-006 s parcel	Structures Full Taxable Value Exemptions - Nomeowner	\$192,80 \$257,07
03-3001-D DESERT CC 04-4821-D CV WATER *** TOTAL AD VALOR 68-2586-FC PALM DESER 68-4556-FC COACHELLA \ 68-4612-FC DESERT REC (68-4836-FC CVWD SEWER	NDS UNIFIED SCHOOL DMMUNITY COLLEGE DISTRICT STATE WTR PRO EM TAXES T EMG SRV VALLEY MOSQUITO & RIFA DIST AD 93-1		760-771-8516 760-773-2513 -2661 Ext:2257 866-807-6864 866-807-6864 866-807-6864 760-391-9600	AMOUNT \$2,570.70 \$192.80 \$101.54 \$282.78 \$3,147.82 \$60.00 \$7.90 \$9.90 \$295.44	Exemptions - Other Net Taxable Value Tax Rate Per \$100 Value Taxes Special Assessments & Fixed Charges	\$257,07 1.224 \$3,147.1 \$373.2
	CLEANERTS AND FIXED CI	HARGES		\$373.24	Total Base Tax Amount	\$3,521.
					Add 10% \$1,760.53 Add 10% penalty after penalty plus	\$1,760.

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352 SANDPIPER APPLICATION

1. Application Checklist

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2. Application Form

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City of Palm Desert Department of Building and Safety MILLS ACT HISTORIC PROPERTY CONTRACT APPLICATION

Zip: <u>12979</u>

Email: pkpreston@hotmail.com

73-510 Fred Waring Drive · Palm Desert California · 92260 · (760) 776-6420 · Fax (760) 776-6392

Property Owner Information:

Name: Paul Preston
Address: 78 State St.

City: _____ Rouses Point _____ State: NY

Phone: (HM) 518-297-3560

____(Wk)_____

Property Information:

Address of Property: 352 Sandpiper St., Palm Desert, CA 92260

Assessor's Parcel No(s): 640260003 (and prorata share of common area: 640260025)

Legal Description (attach additional sheets if necessary):

Date of Purchase by Current owner: April 19, 2011

Use of Property: Vacation home

Eligibility for the Mills Act Program:

A property must be designated and recorded with the Riverside County Recorder at the time an application is submitted. Please check the designation(s) that apply to the property:

- City Historic Landmark
- x Contributor to a City Historic District
- National Register of Historic Places (individually listed)
- National Register of Historic Places (contributor to a historic district)
- ____ National Historic Landmark

Name of Historic District (if applicable): <u>Sandpiper Condominiums (Historic Site #4)</u> Date of Designation: <u>February 10, 2022</u>

Property Owner Consent: I am (we are) the present owner(s) of the property described above and hereby apply for consideration for a Mills Act, Historic Property Contract

sture of Property Owne Date Signature of Property Owner For Office Use:

Mills Act Application

3. Grant Deed

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RECORDING REQUESTED BY: First American Title Company

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AND WHEN RECORDED MAIL TO:

Paul Preston 78 State Street Rouses Point, NY 12979

M MA DOL

00/17/2011 04:13 MVI Fees: \$15.00 Page 1 of 2 Doc T Tax Paid Recorded in Official Records County of Riverside Larry W. Ward Assessor, County Clerk & Recorder

This document was electronically submitted to the County of Riverside for recording Receipted by: TVERBA

141-018-004	THIS SPACE FOR RECORDER'S USE ONLY:
Title Order No.: 3741889 GRANT	Escrow No.: 22426-KC
THE UNDERSIGNED GRANTOR(S) DECLARE(S) DOCUMENTARY TRAN [X] computed on full value of property conveyed, or [] computed on full value less value of liens or encumbra [] Unincorporated area [X] City of Palm Desert AND	
FOR A VALUABLE CONSIDERATION, receipt of which is	s hereby acknowledged,
Susan Brown, Trustee of the Susan Brown Trust date interest and Patricia Anne Griggs, Trustee of the Patr to an undivided 50% interest	d December 18, 2003 as to an undivided 50% ricia Anne Griggs Trust dated December 18, 2003 as
hereby GRANT(s) to:	
PAUL KEVIN PRESTON, a single man	
the real property in the City of Palm Desert, County of Riv LEGAL DESCRIPTION ATTACHED HERETO AS EXHIB Also Known as: 352 Sandpiper Street, Palm Desert, CA AP#: 640-260-003	IT "A" AND MADE A PART HEREOF
DATED April 19, 2011 STATE OF CALIFORNIA COUNTY OF <u>CRANGE</u> On <u>APA117 2011</u> before me, <u>MCHAIZAHEAI</u> A Notary Public in and for said State personally appeared $\exists J \exists A \land BRUN \land fATRICAAAA E GAIGES$ 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 <u>Michaeleen</u> (SADEM CHONAN DELOING LEDING LE	Susan Brown, Trustee of the Susan Brown Trust date December 18, 2003 and Patricia Anne Griggs, Truste of the Patricia Ann Griggs Trust dated December 18, 2003 <u>Marcina Brown</u> , Trustee <u>Barana Brown</u> , Barana Brown <u>Barana Brown</u> , Barana Brown <u>Barana</u> , Barana <u>Barana</u> , Barana <u>Baranaa</u> , Barana <u>Baranaa</u> , Baranaa <u>Baranaa</u> , Baranaa

DOC # 2011-0217895 Page 2 of 2 05/17/2011 04:13 PM

> Order Number: **0625-3741889** Page Number: 6

LEGAL DESCRIPTION

Real property in the City of Palm Desert, County of Riverside, State of California, described as follows:

PARCEL 1:

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LOT 74 OF TRACT 3103 AS SHOWN BY MAP ON FILE IN BOOK 54 PAGES 36 TO 38, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY.

EXCEPTING THEREFROM ALL THAT PORTION OF LOT 99 AS CONVEYED TO THE COUNTRY CLUB COTTAGES, INC. BY DEED RECORDED DECEMBER 1, 1965 AS INSTRUMENT NO. 101369, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

AN UNDIVIDED 1/24TH INTEREST IN AND TO LOT 99 OF SAID TRACT 3103 AS SHOWN BY MAP ON FILE IN BOOK 54, PAGES 36 TO 38, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY.

APN: 640-260-003-5

4. 10-Year Property Improvement Plan

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Year Project Improv	ement Plan 352 Sandpiper St. Palm De. Projects/Areas		nual Cost	Notes/Comments
Year	Projects/ Areas	Est. Anr	Per	Notes/Comments
		HOA	Нотеомлег	
<u> </u>	<u></u>	j		
1 1.1 HC	A Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners) [,]
2 <u>023-24)</u> 1.11 Op	erating Expenditures			The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3")
•				GL transaction records for areas specific to Mills Act; will be updated with
GL Acct C	ode			actuals over City 2023-24 fiscal year (07/01-06/30)
7080		43,200.00	1800.00	Maintain and improve current landscape incl. ad hoc irrigation repairs
7091	Seed, Fertlizer, Plants	4,320.01	180.00	 Replace and care for turf and plants
7100	Landscape Repairs & Maint	3,235.03	134.79	 Repairs and replacement to landscape elements
7120	Irrigation Repairs	2,940.43	122.52	 Repairs to 60 year old Irrigation system which covers 3 acres
7121	Lighting Repairs & Maint	1,973.76	82.24	 Maintain historic lighting infrastructure
7130		3,900.00	162.50	Cleaning & upkeep to ensure proper chemical levels to preserve pool
7140	Pool & Spa Repairs	1,450.00	1	 Specific pool and pool equipment related repairs
7150		1,985.98	i 1	• Prevent pest infestation/damage to buildings, structures and fixtures
7190		3,585.00	149.38	 Palm tree trimming to ensure healthand appearnance of plants
7210	-	1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
	Subtota	1 68,042.84	2,835.12	
1.12 Re	serve Expenditures			Forecasted reserve expenditures by year from April 2022 Reserve Analysis
				Report - select categories specific to Mills Act; will be updated with actual
				expenditures over City 2023-24 fiscal year (07/01-06/30)
	Asphalt - Seal Coat	2,296.79	95.70	 Seal coat all asphalt (13,117 SF), incl. Pitahaya St. parking area.
	Grounds - Common Area	3,605.00	150.21	 Misc. reserve expenditures (fans, trash recepticles and gates, carports
	Grounds - Mailboxes	3,605.00	150.21	 Replace two (2) mailboxes
	Irrigation - System Renovation, Phase 2	19,570.00	815.42	 Major renovation to irrigation system in four (4) phases
	Painting - Wrought Iron	4,635.00	193.13	 Paint the perimeter fencing and (13) light poles.
	Pool Area - Extras	515.00	21.46	 Misc pool/pool area related repair (eg. pool mastic)
	Subtota	1 34,226.79	1,426.12	
	Subtotal (HOA	68,042.84	2,835.12	
				
1.2 Sp	ecific Homeowner Projects			
	Breezeblock construction on patio	N/A	2,000.00	 Construct privacy breezeblock screen based on Krisel designs
	HVAC maintenance	<u>N/A</u>	150.00	
	Subtotal (Homeowner)N/A	2,150.00	
	Tota	1	6,411.23	
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ear	Projects/Areas	Est. Anı	n ual Cost Per	Notes/Comments *
		HOA	Homeowner	
2 2.1 2.1	L HOA Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
2.1:	1 Operating Expenditures			The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3 GL transaction records for areas specific to Mills Act; will be updated wit actuals over City 2024-25 fiscal year (07/01-06/30)
-	acc <i>t Code_</i> 7080 Landscape Contract	43,200.00	1800.00	 Maintain and improve current landscape incl. ad hoc irrigation repair
	7091 Seed, Fertlizer, Plants	43,200.00	§ 1	 Replace and care for turf and plants
	 Just Seed, Feituzer, Flants Landscape Repairs & Maint 	3,235.03	1 1	Repairs and replacement to landscape elements
	7120 Irrigation Repairs	2,940.43	1 1	 Repairs to 60 year old Irrigation system which covers 3 acres
	7121 Lighting Repairs & Maint	1,973.76	i	Maintain historic lighting infrastructure
	7130 Pool Contract	3,900.00	1	 Cleaning & upkeep to ensure proper chemical levels to preserve pool
	7140 Pool & Spa Repairs	1,450.00		Specific pool and pool equipment related repairs
	7150 Pest Control	1,985.98	1 1	 Prevent pest infestation/damage to buildings, structures and fixture
	7190 Tree Trimming	3,585.00	i _	Palm tree trimming to ensure healthand appearnance of plants
	7210 Common Area Repairs	1,452.63		 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
	Subtotal			
2.1	2 Reserve Expenditures			Forecasted reserve expenditures by year from April 2022 Reserve Analysi
			1 1	Report - select categories specific to Mills Act; will be updated with actu
				expenditures over City 2024-25 fiscal year (07/01-06/30)
	Grounds - Common Area	3,713.15	154.71	 Misc. reserve expenditures (fans, trash recepticles and gates, carpor
	Irrigation - System Renovation, Phase 3	21,218.00	f 1	 Major renovation to irrigation system in four (4) phases
	Pool Area - Extras	530.45		 Misc pool/pool area related repair (eg. pool mastic)
	Pool Area - Pool, Replaster	27,695.86		 Replaster the pool and replace the tile.
	Subtotal	53,157.46	2,214.89	
	Subtotal (HOA)	121,200.30	5,050.01	
2.2	2 Specific Homeowner Projects			
	Master bathroom remodel	N/A	2000.00	 Replace bathroom cabinet/faucet
	Subtotal (Homeowner)			
	Total		7,050.01	

Year	Improvement Plan 352 Sandpiper St Projects/Areas			nual Cost	Notes/Comments
rear	FI OJECIS/ AI Eas			Per	
			НОА	Homeowner	
3 3 025-26)	3.1 HOA Annual Maintenance/Repairs				Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
3.	.11 Operating Expenditures				The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3' GL transaction records for areas specific to Mills Act; will be updated with actuals over City 2025-26 fiscal year (07/01-06/30)
G	L Acct Code		12 222 22	1000.00	
	7080 Landscape Contract		43,200.00	s - 1	 Maintain and improve current landscape incl. ad hoc irrigation repair
	⁷⁰⁹¹ Seed, Fertlizer, Plants		4,320.01	180.00	Replace and care for turf and plants
	7100 Landscape Repairs & Maint		3,235.03		Repairs and replacement to landscape elements
	7120 Irrigation Repairs		2,940.43	122.52	 Repairs to 60 year old Irrigation system which covers 3 acres
	7121 Lighting Repairs & Maint		1,973.76	l 5	 Maintain historic lighting infrastructure
	7130 Pool Contract		3,900.00		 Cleaning & upkeep to ensure proper chemical levels to preserve pool
	7140 Pool & Spa Repairs		1,450.00	[-1	 Specific pool and pool equipment related repairs
	7150 Pest Control		1,985.98	82.75	 Prevent pest infestation/damage to buildings, structures and fixtures
	7190 Tree Trimming		3,585.00	149.38	 Palm tree trimming to ensure healthand appearnance of plants
	7210 Common Area Repairs	Subtotal	<u>1,452.63</u> 68,042.84		 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
_		Juptotal	00,042.04	2,000,112	
3	2.12 Reserve Expenditures				Forecasted reserve expenditures by year from April 2022 Reserve Analysis Report - select categories specific to Mills Act; will be updated with actual expenditures over City 2025-26 fiscal year (07/01-06/30)
	Grounds - Common Area		3,824.54	159.36	• Misc. reserve expenditures (fans, trash recepticles and gates, carports
	Grounds - Entry Gates, Wrought Iron		7,430.54	r .	 Replace the wrought iron entry gates and locks
	Irrigation - System Renovation, Phase 4		21,854.54	1 . (Major renovation to irrigation system in four (4) phases
	Pool Area - Extras		546.36		 Misc pool/pool area related repair (eg. pool mastic)
		Subtotal	33,655.98		
	Subtot	al (HOA)	101,698.82	4,237.45	
7					
3	3.2 Specific Homeowner Projects		к) / А	6 500.00	· Poplace corneting with perceloin Appring
	Replace broadloom with tiling		N/A		Replace carpeting with porcelain flooring
	Restore original tongue/groove ceiling		N/A		Remove popcorn ceiling
	HVAC maintenance	unar)	N/A		
	Subtotal (Homeo	wnerj	N/A	9,650.00	
		Total		13,887.45	
				10,007.40	

Year		Projects/Area	is	Est. An	nual Cost	Notes/Comments *
				НОА	Per Homeowner	
4 26-27)	4.1 HO	A Annual Maintenance/Repa	irs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
<u>, 20 2 ; 7 </u>	4.11 Op	erating Expenditures				The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3 GL transaction records for areas specific to Mills Act; will be updated wit
	GL Acct Coo	le				actuals over City 2026-27 fiscal year (07/01-06/30)
	7080	Landscape Contract		43,200.00	1800.00	 Maintain and improve current landscape incl. ad hoc irrigation repa
	7091	Seed, Fertlizer, Plants		4,320.01	180.00	 Replace and care for turf and plants
	7100	Landscape Repairs & Maint		3,235.03	134.79	 Repairs and replacement to landscape elements
	7120	Irrigation Repairs		2,940.43	122.52	 Repairs to 60 year old Irrigation system which covers 3 acres
	7121	Lighting Repairs & Maint		1,973.76	82.24	 Maintain historic lighting infrastructure
	7130	Pool Contract		3,900.00	162.50	 Cleaning & upkeep to ensure proper chemical levels to preserve poor
	7140	Pool & Spa Repairs		1,450.00	60.42	 Specific pool and pool equipment related repairs
	7150	Pest Control		1,985.98	82.75	• Prevent pest infestation/damage to buildings, structures and fixture
	7190	Tree Trimming		3,585.00	149.38	 Palm tree trimming to ensure healthand appearnance of plants
	7210	Common Area Repairs		1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
			Subtotal	68,042.84	2,835.12	
	4.12 Res	erve Expenditures				Forecasted reserve expenditures by year from April 2022 Reserve Analys
						Report - select categories specific to Mills Act; will be updated with actu expenditures over City 2026-27 fiscal year (07/01-06/30)
		Grounds - Common Area		3,939.28	164.14	 Misc. reserve expenditures (fans, trash recepticles and gates, carpor
		Grounds - Shuffleboard		1,575.71	1 1	Resurface the shuffleboard court.
		Grounds - Surveillance System		7,315.81	1	 Replace surveillance system (four dome cameras and one DVR)
		Pool Area - Extras		562.75	23.45	 Misc pool/pool area related repair (eg. pool mastic)
			Subtotal	13,393.55	558.06	
			Subtotal (HOA)	81,436.39	3,393.18	
	4 2 Spa	ecific Homeowner Projects				
	-1-2 JH6	AC/heater replacement		N/A	9,000.00	 Replace AC and heater unit
		Subtotal (Homeowner)	N/A	9,000.00	
						
			Total		12,393.18	

Year	Projects/Areas	Est. An	nual Cost	Notes/Comments *
		HOA	Per Homeowner	
5 ()27-28) 5.1	HOA Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
	Operating Expenditures			The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3" GL transaction records for areas specific to Mills Act; will be updated with
·	ct Code			actuals over City 2027-28 fiscal year (07/01-06/30)
	²⁸⁰ Landscape Contract	43,200.00	1 1	 Maintain and improve current landscape incl. ad hoc irrigation repair
70	91 Seed, Fertlizer, Plants	4,320.01	1 1	 Replace and care for turf and plants
71	Landscape Repairs & Maint	3,235.03		 Repairs and replacement to landscape elements
71	¹²⁰ Irrigation Repairs	2,940.43		 Repairs to 60 year old Irrigation system which covers 3 acres
71	Lighting Repairs & Maint	1,973.76	82.24	 Maintain historic lighting infrastructure
71	130 Pool Contract	3,900.00	162.50	 Cleaning & upkeep to ensure proper chemical levels to preserve pool
71	40 Pool & Spa Repairs	1,450.00	60.42	 Specific pool and pool equipment related repairs
71	150 Pest Control	1,985.98	82.75	• Prevent pest infestation/damage to buildings, structures and fixtures
71	¹⁹⁰ Tree Trimming	3,585.00	149.38	 Palm tree trimming to ensure healthand appearnance of plants
72	210 Common Area Repairs	1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
	Subtotal	68,042.84	2,835.12	
5.12	Reserve Expenditures			Forecasted reserve expenditures by year from April 2022 Reserve Analysis
				Report - select categories specific to Mills Act; will be updated with actua
				expenditures over City 2027-28 fiscal year (07/01-06/30)
	Grounds - Common Area	4,057.46	(l	 Misc. reserve expenditures (fans, trash recepticles and gates, carport
	Painting - Trim	11,685.48	1 1	 Paint the wood and metal trim of the units
	Painting - Wrought Iron	5,216.73		 Paint the perimeter fencing and (13) light poles.
	Pool Area - Extras	579.64	1 1	 Misc pool/pool area related repair (eg. pool mastic)
	Pool Area - Pool, Heater	4,173.39		 Replace the Raypack pool heater
	Subtotal	25,712.70	1,071.36	
	Subtotal (HOA)	93,755.54	3,906.48	
5.2	Specific Homeowner Projects			
	Second bathroom remodel	N/A	2,000.00	 Add laundry door, replace faucet, replace lighting
	Interior repainting	N/ <i>P</i>	3,000.00	 Full interior repainting
	Subtotal (Homeowner)	N/A		• run menor repaining
	· · · · ·	a		
	Total		8,906.48	

Year	- <i>v</i>	Projects/Areas		Est. Ann	ual Cost	Notes/Comments •
			1		Per	a de la companya de l
	F.			HOA	Homeowner	
6 028-29)	6.1 HO	A Annual Maintenance/Repairs				Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
	6.11 Ор	erating Expenditures				The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3 GL transaction records for areas specific to Mills Act; will be updated with
	GL Acct Coo	—				actuals over City 2028-29 fiscal year (07/01-06/30)
	7080	Landscape Contract		43,200.00	1800.00	 Maintain and improve current landscape incl. ad hoc irrigation repai
	7091	Seed, Fertlizer, Plants		4,320.01	180.00	 Replace and care for turf and plants
	7100	Landscape Repairs & Maint		3,235.03	134.79	 Repairs and replacement to landscape elements
	7120	Irrigation Repairs		2,940.43	122.52	 Repairs to 60 year old Irrigation system which covers 3 acres
	7121	Lighting Repairs & Maint		1,973.76	82.24	 Maintain historic lighting infrastructure
	7130	Pool Contract		3,900.00	162.50	 Cleaning & upkeep to ensure proper chemical levels to preserve pool
	7140	Pool & Spa Repairs		1,450.00	60.42	 Specific pool and pool equipment related repairs
	7150	Pest Control		1,985.98	82.75	 Prevent pest infestation/damage to buildings, structures and fixtures
	7190	Tree Trimming		3,585.00	149.38	 Palm tree trimming to ensure healthand appearnance of plants
	7210	Common Area Repairs		1,452.63	60.53 ¹	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
			Subtotal	68,042.84	2,835.12	
	6.12 Re:	serve Expenditures				Forecasted reserve expenditures by year from April 2022 Reserve Analysis
						Report - select categories specific to Mills Act; will be updated with actua
						expenditures over City 2028-29 fiscal year (07/01-06/30)
		Asphalt - Seal Coat		2,662.61	110.94 ¹	 Seal coat all asphalt (13,117 SF), incl. Pitahaya St. parking area.
		Grounds - Common Area		4,179.18	174.13	 Misc. reserve expenditures (fans, trash recepticles and gates, carport
		Irrigation - Controllers (2017)		1,910.48	79.60 [']	 Replace the five (2) controllers installed in 2017
		Pool Area - Extras		597.03	24.88	 Misc pool/pool area related repair (eg. pool mastic)
			Subtotal	9,349.30	389.55	
		Subto	tal (HOA)	77,392.14	3,224.67	
	6.0.0	aifin Hamanumar Drainsta				
	6.2 Sp €	ecific Homeowner Projects				
		Bedroom ceiling fan replacement		N/A	800.00	• Replace fan
		Post repair	-	1	1,000.00	 Repair, patch and paint posts from water damage
		Subtotal (Hon	neowner)	N/A	1,800.00	
			Total		5,024.67	

Year		Projects/Areas		Est. Anr	nual Cost	Notes/Comments *
					Per	
r	<u> </u>		·	HOA	Homeowner	
7 029-30)	7.1 HO	A Annual Maintenance/Repairs				Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
	7.11 Ope	erating Expenditures				The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3"
						GL transaction records for areas specific to Mills Act; will be updated with
	GL Acct Cod	e				actuals over City 2029-30 fiscal year (07/01-06/30)
	7080	Landscape Contract		43,200.00	1800.00	Maintain and improve current landscape incl. ad hoc irrigation repair
	7091	Seed, Fertlizer, Plants		4,320.01	180.00	 Replace and care for turf and plants
	7100	Landscape Repairs & Maint		3,235.03	134.79	 Repairs and replacement to landscape elements
	7120	Irrigation Repairs		2,940.43	122.52	 Repairs to 60 year old Irrigation system which covers 3 acres
	7121	Lighting Repairs & Maint		1,973.76	82.24	 Maintain historic lighting infrastructure
	7130	Pool Contract		3,900.00	162.50	Cleaning & upkeep to ensure proper chemical levels to preserve pool
	7140	Pool & Spa Repairs		1,450.00	60.42	 Specific pool and pool equipment related repairs
	7150	Pest Control		1,985.98	82.75	 Prevent pest infestation/damage to buildings, structures and fixtures
	7190	Tree Trimming		3,585.00	149.38	 Palm tree trimming to ensure healthand appearnance of plants
	7210	Common Area Repairs	_	1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
			Subtotal	68,042.84	2,835.12	
	7.12 Res	erve Expenditures				Forecasted reserve expenditures by year from April 2022 Reserve Analysis
						Report - select categories specific to Mills Act; will be updated with actual
						expenditures over City 2029-30 fiscal year (07/01-06/30)
		Grounds - Common Area		4,304.56	ł 1	7
		Pool Area - Extras		614.94		 Misc pool/pool area related repair (eg. pool mastic)
			Subtotal	4,919.50	204.98	
		Subto	tal (HOA)	72,962.34	3,040.10	
	77500	cific Homeowner Projects				
	7.2 she	-		K1 / A	5,000.00	 Roof spray foam (multi coat)
		Roof foam resurfacing		N/A		• Rooi spray loam (mulu coat)
		Subtotal (Hon	neowner)	N/A	5,000.00	
			Total		8,040.10	

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Year	ect Improvement Plan 352 Sandpiper St. Palm Deser Projects/Areas		Est. An	nual Cost Per	Notes/Comments
			HOA	Homeowner	
8 030-31)	8.1 HO	A Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
	8.11 Operating Expenditures GL Acct Code				The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle GL transaction records for areas specific to Mills Act; will be updated wi actuals over City 2030-31 fiscal year (07/01-06/30)
	7080	Landscape Contract	43,200.00	1800.00	 Maintain and improve current landscape incl. ad hoc irrigation repa
	7091	Seed, Fertlizer, Plants	4,320.03	1 · ·	 Replace and care for turf and plants
	7100	Landscape Repairs & Maint	3,235.03	1 1	Repairs and replacement to landscape elements
	7120	Irrigation Repairs	2,940.43	1	 Repairs to 60 year old Irrigation system which covers 3 acres
	7121	Lighting Repairs & Maint	1,973.70	1 1	Maintain historic lighting infrastructure
	7130	Pool Contract	3,900.00		 Cleaning & upkeep to ensure proper chemical levels to preserve pool
	7140	Pool & Spa Repairs	1,450.00	F 1	 Specific pool and pool equipment related repairs
	7150	Pest Control	1,985.98		 Prevent pest infestation/damage to buildings, structures and fixture
	7190	Tree Trimming	3,585.00		 Palm tree trimming to ensure healthand appearnance of plants
	7210	Common Area Repairs	1,452.63	1 1	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
		Subtol			
	8.12 Reserve Expenditures				Forecasted reserve expenditures by year from April 2022 Reserve Analys Report - select categories specific to Mills Act; will be updated with actu
					expenditures over City 2030-31 fiscal year (07/01-06/30)
		Grounds - Common Area	4,433.70	184.74	 Misc. reserve expenditures (fans, trash recepticles and gates, carpor
		Painting - Pool Cabana	3,800.3	1 7	• X
		Pool Area - Extras	633.3	1 1	 Misc pool/pool area related repair (eg. pool mastic)
		Subto			
		Subtotal (HO	A) 76,910.24	4 3,204.59	
	8 7 Sm	ecific Homeowner Projects			
	Dishwasher replacement/installation Subtotal (Homeowner)			1,500.00	 Replace diswasher inbuilt into original cabinetry
				A 1,500.00	
		· · ·			
		Tot	al	4,704.59	

9 0.1110	· ·			Notes/Comments ·	
9 0110		НОА	Per Homeowner	······································	
31-32) 9.1 HO	A Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)	
	erating Expenditures			The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3' GL transaction records for areas specific to Mills Act; will be updated with	
GL Acct Coa	—			actuals over City 2031-32 fiscal year (07/01-06/30)	
7080	Landscape Contract	43,200.00	1	Maintain and improve current landscape incl. ad hoc irrigation repair	
7091	Seed, Fertlizer, Plants	4,320.01	1 1	Replace and care for turf and plants	
7100	Landscape Repairs & Maint	3,235.03)	Repairs and replacement to landscape elements	
7120	Irrigation Repairs	2,940.43	5 d	 Repairs to 60 year old Irrigation system which covers 3 acres 	
7121	Lighting Repairs & Maint	1,973.76	1 1	Maintain historic lighting infrastructure	
7130	Pool Contract	3,900.00	i 1	 Cleaning & upkeep to ensure proper chemical levels to preserve pool 	
7140	Pool & Spa Repairs	1,450.00	i 1	 Specific pool and pool equipment related repairs 	
7150	Pest Control	1,985.98	1 1	 Prevent pest infestation/damage to buildings, structures and fixtures 	
7190	Tree Trimming	3,585.00	1 1	 Palm tree trimming to ensure healthand appearnance of plants 	
7210	Common Area Repairs	1,452.63		 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting 	
	Subtotal	68,042.84	2,835.12		
9.12 Re:	serve Expenditures			Forecasted reserve expenditures by year from April 2022 Reserve Analysis	
				Report - select categories specific to Mills Act; will be updated with actua	
				expenditures over City 2031-32 fiscal year (07/01-06/30)	
	Grounds - Common Area	4,566.71	190.28	Misc. reserve expenditures (fans, trash recepticles and gates, carport	
	Painting - Wrought Iron	5,871.48	244.65	 Paint the perimeter fencing and (13) light poles. 	
	Pool Area - Extras	652.39	27.18	 Misc pool/pool area related repair (eg. pool mastic) 	
	Subtotal	11,090.58	462.11		
	Subtotal (HOA)	79,133.42	3,297.23		
9.2 Spr	ecific Homeowner Projects			•	
-	Washer/Dryer replacement	N/A	1,500.00	 Replace stacked washer/dryer 	
	Subtotal (Homeowner)	N/A	1,500.00		
	Total		4,797.23		

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2 <u>032-33)</u> 2		Projects/Areas		Est. Annual Cost Per		Notes/Comments *
032-33)	_			HOA	Homeowner	
	10.1 HC	DA Annual Maintenance/Repairs				Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
<u>.</u>	10.11 Operating Expenditures					The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3 GL transaction records for areas specific to Mills Act; will be updated wit actuals over City 2032-33 fiscal year (07/01-06/30)
	GL Acct Code	-		42 200 00	1800.00	 Maintain and improve current landscape incl. ad hoc irrigation repair.
	7080	Landscape Contract		43,200.00	1	 Replace and care for turf and plants
	7091	Seed, Fertlizer, Plants		4,320.01		 Repairs and replacement to landscape elements
	7100	Landscape Repairs & Maint		3,235.03	I I	• •
	7120	Irrigation Repairs		2,940.43	k	Repairs to 60 year old Irrigation system which covers 3 acres
	7121	Lighting Repairs & Maint		1,973.76	1	Maintain historic lighting infrastructure
	7130	Pool Contract		3,900.00	f	 Cleaning & upkeep to ensure proper chemical levels to preserve pool Specific pool and pool equipment related repairs
	7140	Pool & Spa Repairs		1,450.00	, j	 Prevent pest infestation/damage to buildings, structures and fixtures
	7150	Pest Control		1,985.98	1 1	
	7190	Tree Trimming		3,585.00		 Palm tree trimming to ensure healthand appearnance of plants Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
	7210	Common Area Repairs		1,452.63		• Ad noc repairs to cabana, ience, sidewarks, electrical and lighting
			Subtotal	68,042.84	2,835.12	
	10.12 Re	serve Expenditures				Forecasted reserve expenditures by year from April 2022 Reserve Analysis
-						Report - select categories specific to Mills Act; will be updated with actua
					} 1	expenditures over City 2032-33 fiscal year (07/01-06/30)
		Grounds - Common Area		4,703.71	195.99	 Misc. reserve expenditures (fans, trash recepticles and gates, carports
		Painting - Trim		13,546.68	564.45	 Paint the wood and metal trim of the units
		Painting - Units, Stucco & Trim		54,159.83	2256.66	 Paint residential units exteriors
		Pool Area - Extras		671.96	1 1	 Misc pool/pool area related repair (eg. pool mastic)
		Pool Area - Pool, Pump	-	2,217.46	92.39	 Replace the Pentair Intelle-Flo variable speed pool pump
			Subtotal	75,299.64	3,137.49	
		Subt	otal (HOA)	143.342.48	5,972.60	
		042-	,			
	10.2 Specific Homeowner Projects					
	-	Install exterior electrical outlets		N/A	1,000.00	 Add electrical outlets on both patio and courtyard
		Subtotal (Ho	meowner)	N/A	1,000.00	
		• • • • •			ii	
			Total		6,972.60	

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10 Year Proj	ect Improvement Plan	#REFI		
Year	Projects/Areas	Est. Annual Cost		Notes/Comments •
		Per		
		HOA	Homeowner	
10 Year				
Annual	11.1 HOA Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
Average				
	11.11 Operating Expenditures			The amounts show are based on 2021 Sandpiper 3 on El Paseo HOA ("Circle
	Total 10 Years	680,428.40	28,351.18	3") GL transaction records for areas specific to Mills Act: will be undated wi
	10 Yr Average/Year	68,042.84	2,835.12	
	11.12 Reserve Expenditures			From April 2022 Reserve Analysis Report forecasted expenditures - select
	Total 10 Years	269,672.90	11,236.37	categories specific to Mills Act; will be updated with actual yearly expenditures
	10 Yr Average/Year	26,967.29	1,123.64	capendicales
			-	
		050 404 00		
	Combined 10 Years	950,101.30		
	10 Yr Average/Year Subtotal (HOA)	95,010.13	3,958.76	
	11.2 Curreifie Hammenumen Dusiente			
	11.2 Specific Homeowner Projects		м	
	10 Yr Subtotal	N/A	38,600.00	
	10 Yr Average/Year Subtotal (Homeowner)	N/A		
	10 Yr.Total/Homeowner	N/A	78,187.55	
	Total 10 Yr. Average/Year	N/A	7,818.76	

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5. Photographs

Exterior



Front Entrance



Patio View



Side View

Item 1J-106



Courtyard

Interior







Dining area and Kitchen



Kitchen

Second bedroom

Master bedroom
6. Site Plan

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Appendix: (Current Tax Bill)

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HOME ACCOUNT SEARCH CHECK OUT COUNTY HOME	CONTACT US			
	CONTACLUS			
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	←BACK BACCOUNT	SUMMARY		
Tax Year 2021				
PARCEL NUMBER	GEO PARCEL #		LAST UPDATE	
640260003	640260003		6/12/2022 5:38:53 AM	
		1		
Assessment Data				
Description				Va
Net Taxable Value				\$235,524.
	-	÷		
Exemptions				
to Tax Exemptions Records Found				
Taxing Agencies				
Tax Payment Distribution For information regarding these charges please contact the Taxin	a Agency directly at the numb	pers listed here.		
General Purpose				
Taxing Authority		Phone	Net Rate	Net T
01-0000-GP GENERAL PURPOSE		See Phone List	1.000000000 %	\$2,355.
Fund Type Total			1.000000000 %	\$2,355.
Debt		.	•	
Taxing Authority		Phone	Net Rate	
				Net T
	•*	See Phone List	0.0750000000 %	
04-4821-D CV WATER DISTRICT STATE WTR PROJ		See Phone List	0.110000000 %	\$176. \$259.
04-4821-D CV WATER DISTRICT STATE WTR PROJ 03-9001-D DESERT COMMUNITY COLLEGE			0.1100000000 % 0.0395000000 %	\$176. \$259. \$93.
04-4821-D CV WATER DISTRICT STATE WTR PROJ 03-9001-D DESERT COMMUNITY COLLEGE Fund Type Total	 	See Phone List	0.110000000 %	\$176. \$259. \$93.
04-4821-D CV WATER DISTRICT STATE WTR PROJ 03-9001-D DESERT COMMUNITY COLLEGE Fund Type Total Special Assessment		See Phone List See Phone List	0.1100000000 % 0.0395000000 % 0.2245000000 %	\$176. \$259. \$93. \$528.
04-4821-D CV WATER DISTRICT STATE WTR PROJ 03-9001-D DESERT COMMUNITY COLLEGE Fund Type Total Special Assessment Taxing Authority	· · · · · · · ·	See Phone List See Phone List Phone	0.110000000 % 0.0395000000 % 0.2245000000 % Net Rate	\$176. \$259. \$93. \$528.
04-4821-D CV WATER DISTRICT STATE WTR PROJ 03-9001-D DESERT COMMUNITY COLLEGE Fund Type Total Special Assessment Taxing Authority 68-2586-FC PALM DESERT EMG SRV	 - -	See Phone List See Phone List Phone See Phone List	0.110000000 % 0.0395000000 % 0.2245000000 % Net Rate NA	\$176. \$259. \$93. \$528. Net 1 \$60.
04-4821-D CV WATER DISTRICT STATE WTR PROJ 03-9001-D DESERT COMMUNITY COLLEGE Fund Type Total Special Assessment Taxing Authority 68-2586-FC PALM DESERT EMG SRV 68-4556-FC COACHELLA VALLEY MOSQUITO & RIFA	· · · · · · · · · · · · · · · · · ·	See Phone List See Phone List Phone See Phone List See Phone List	0.110000000 % 0.0395000000 % 0.2245000000 % Net Rate NA NA	\$176. \$259. \$93. \$528. Net 1 \$60. \$7.
04-4821-D CV WATER DISTRICT STATE WTR PROJ 03-9001-D DESERT COMMUNITY COLLEGE Fund Type Total Special Assessment Taxing Authority 68-2586-FC PALM DESERT EMG SRV 68-4556-FC COACHELLA VALLEY MOSQUITO & RIFA 68-4612-FC AD COACHELLA VALLEY RC/PK 93-1	· ·	See Phone List See Phone List Phone See Phone List See Phone List See Phone List	0.110000000 % 0.0395000000 % 0.2245000000 % Net Rate NA NA NA	\$176. \$259. \$93. \$528. Net 1 \$60. \$7. \$9.
04-4821-D CV WATER DISTRICT STATE WTR PROJ 03-9001-D DESERT COMMUNITY COLLEGE Fund Type Total Special Assessment Taxing Authority 68-2586-FC PALM DESERT EMG SRV 68-4556-FC COACHELLA VALLEY MOSQUITO & RIFA 68-4612-FC AD COACHELLA VALLEY RC/PK 93-1 68-4836-FC CVWD SEWER SERVICE CHARGE ID80	· · ·	See Phone List See Phone List Phone See Phone List See Phone List	0.110000000 % 0.0395000000 % 0.2245000000 % Net Rate NA NA	\$176. \$259. \$93. \$528. Net 1 \$60. \$7. \$9. \$295.
04-4821-D CV WATER DISTRICT STATE WTR PROJ 03-9001-D DESERT COMMUNITY COLLEGE Fund Type Total Special Assessment Taxing Authority 68-2586-FC PALM DESERT EMG SRV 68-4556-FC COACHELLA VALLEY MOSQUITO & RIFA 68-4612-FC AD COACHELLA VALLEY MOSQUITO & RIFA 68-4836-FC CVWD SEWER SERVICE CHARGE ID80 Fund Type Total	·	See Phone List See Phone List Phone See Phone List See Phone List See Phone List	0.110000000 % 0.0395000000 % 0.2245000000 % Net Rate NA NA NA NA	\$176. \$259. \$93. \$528. Net 1 \$60. \$7. \$9. \$295. \$373.
04-4821-D CV WATER DISTRICT STATE WTR PROJ 03-9001-D DESERT COMMUNITY COLLEGE Fund Type Total Special Assessment Taxing Authority 68-2586-FC PALM DESERT EMG SRV 68-4556-FC COACHELLA VALLEY MOSQUITO & RIFA 68-4612-FC AD COACHELLA VALLEY MOSQUITO & RIFA 68-4836-FC CVWD SEWER SERVICE CHARGE ID80 Fund Type Total Total	·	See Phone List See Phone List Phone See Phone List See Phone List See Phone List	0.110000000 % 0.0395000000 % 0.2245000000 % Net Rate NA NA NA	\$176. \$259. \$93. \$528. Net 1 \$60. \$7. \$9. \$295. \$373.
04-4821-D CV WATER DISTRICT STATE WTR PROJ 03-9001-D DESERT COMMUNITY COLLEGE Fund Type Total Special Assessment Taxing Authority 68-2586-FC PALM DESERT EMG SRV 68-4556-FC COACHELLA VALLEY MOSQUITO & RIFA 68-4612-FC AD COACHELLA VALLEY MOSQUITO & RIFA 68-4836-FC CVWD SEWER SERVICE CHARGE ID80 Fund Type Total Total	oplied to the land value only.	See Phone List See Phone List Phone See Phone List See Phone List See Phone List	0.110000000 % 0.0395000000 % 0.2245000000 % Net Rate NA NA NA NA	\$176 \$259 \$93 \$528 Net 1 \$60 \$7 \$9 \$295 \$373
04-4821-D CV WATER DISTRICT STATE WTR PROJ 03-9001-D DESERT COMMUNITY COLLEGE Fund Type Total Special Assessment Taxing Authority 58-2586-FC PALM DESERT EMG SRV 58-4556-FC COACHELLA VALLEY MOSQUITO & RIFA 58-4612-FC AD COACHELLA VALLEY MOSQUITO & RIFA 58-4612-FC AD COACHELLA VALLEY RC/PK 93-1 58-4836-FC CVWD SEWER SERVICE CHARGE ID80 Fund Type Total Total 10TE: Tax Authority Districts 28-5251, 28-5275 and 28-5291 are ap	oplied to the land value only.	See Phone List See Phone List Phone See Phone List See Phone List See Phone List	0.110000000 % 0.0395000000 % 0.2245000000 % Net Rate NA NA NA NA	\$176. \$259. \$93. \$528. Net 1 \$60. \$7. \$9. \$295. \$373.
04-4821-D CV WATER DISTRICT STATE WTR PROJ 03-9001-D DESERT COMMUNITY COLLEGE Fund Type Total Special Assessment Taxing Authority 68-2586-FC PALM DESERT EMG SRV 68-4556-FC COACHELLA VALLEY MOSQUITO & RIFA 68-4612-FC AD COACHELLA VALLEY MOSQUITO & RIFA 68-4612-FC AD COACHELLA VALLEY RC/PK 93-1 68-4836-FC CVWD SEWER SERVICE CHARGE ID80 Fund Type Total Total 40TE: Tax Authority Districts 28-5251, 28-5275 and 28-5291 are ap Payments		See Phone List See Phone List See Phone List See Phone List See Phone List See Phone List	0.110000000 % 0.0395000000 % 0.2245000000 % Net Rate NA NA NA NA 1.22450 %	\$176. \$259. \$93. \$528. Net 1 \$60. \$7. \$99. \$295. \$373. \$3,257.
03-2001-D DESERT SANDS UNIFIED SCHOOL 04-4821-D CV WATER DISTRICT STATE WTR PROJ 03-9001-D DESERT COMMUNITY COLLEGE Fund Type Total Special Assessment Taxing Authority 68-2586-FC PALM DESERT EMG SRV 68-4556-FC COACHELLA VALLEY MOSQUITO & RIFA 68-4612-FC AD COACHELLA VALLEY MOSQUITO & RIFA 68-4612-FC AD COACHELLA VALLEY RC/PK 93-1 68-4836-FC CVWD SEWER SERVICE CHARGE ID80 Fund Type Total Total NOTE: Tax Authority Districts 28-5251, 28-5275 and 28-5291 are ap Payments TAX YEAR BILL NUMBER 1 2021 2021004039064	oplied to the land value only.	See Phone List See Phone List Phone See Phone List See Phone List See Phone List	0.110000000 % 0.0395000000 % 0.2245000000 % Net Rate NA NA NA NA	Net T \$176. \$259. \$93. \$528. Net T \$60. \$77. \$99. \$295. \$373. \$3,257. LAST P/ 12/9/20



361 SANDPIPER APPLICATION

- 1. Application Checklist
- 2. Application Form
- 3. Copy of the grant deed, including a complete legal description
- 4. 10-Year Property Improvement Plan
- 5. Photographs (FARHDRIVE MCUDED.)
- 6. Site plan

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7. Non-refundable application fee of \$318.00



City of Palm Desert Department of Building and Safety MILLS ACT HISTORIC PROPERTY CONTRACT APPLICATION

73-510 Fred Waring Drive · Palm Desert · California · 92260 · (760) 776-6420 · Fax (760) 776-6392

Property Owner Information: Name: NOREEN Address: 36/ SANDAIDER ST. City: PALM DESE Email: NOREBN. C Phone: (HM) 442.282.0080 (WK) **Property Information:** LOT Address of Property: 361 GAND DIDER ST., PALM DESERT. CA. 922 Assessor's Parcel No(s): <u>640260008</u> (PRORIATA SHARE OF COMMON ARE) Legal Description (attach additional sheets if necessary): ORIGINAL PURCHASE 640260 REFI AFTER DIVORCE Use of Property: PRIMARY

Eligibility for the Mills Act Program:

A property must be designated and recorded with the Riverside County Recorder at the time an application is submitted. Please check the designation(s) that apply to the property:

- *
- City Historic Landmark
- Contributor to a City Historic District
- National Register of Historic Places (individually listed)
- _ National Register of Historic Places (contributor to a historic district)
- National Historic Landmark

Name of Historic District (if applicable): <u>SAN</u> Date of Designation: <u>FEBRUARY</u>	DPIDER	Conport INIUMS	HISTORIC SITE #4
Date of Designation: <u>PEBRUARY</u>	0, 2022.		

Property Owner Consent: I am (we are) the present owner(s) of the property described above and hereby apply for consideration for a Mills Act Historic Property Contract

Signature of Property Owner

Signature of Property Owner

6.17.22 Date

Date

For Office Use:

Mills Act Application

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RECORDING REQUESTED BY: Fidelity National Title Company TE	
Escrow No.: 00134309-031-1CB Title No.: 00134309-991	
WHEN RECORDED MAIL DOCUMENT AND TAX STATEMENT TO: Noreen Dale Coup , as Trustee of the Noreen Dale Coup Revocable Trust dtd June 11, 2021 361 Sandpiper Street Palm Desert, CA 92260	
APN: 640-260-008	SPACE ABOVE THIS LINE FOR RECORDER'S USE
TRATE 018-004 C	SRANT DEED
DOCUMENTARY TRANSFER TAX is \$ 0.00	CITY TAX \$ 0.00
 computed on full value of interest or propert computed on full value of items or encumbra 	ances remaining at time of sale,
Unincorporated area City of	Palm Desert , and
FOR A VALUABLE CONSIDERATION, receipt of	which is hereby acknowledged,
New D. Common However ind Warran	
Noreen D. Coup , an Unmarried Woman	
hereby GRANT(s) to Noreen Dale Coup , as Trustee of the Noreen D	ale Coup Revocable Trust dtd June 11, 2021

Dated: December 20, 2021

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Mail Tax Statement As Directed Above

Noreen D. Coup

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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 County of	California Riverside) SS:	
On 12	20-2021	before me, Jack TRIANTAS	
a Notary Pu	blic, personally appeared	NOREEN D. COUP	

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.

(Seal) Signature



Last Saved: 12/20/2021 8:52 AM by 1PR Escrow No.: 00134309-031-1CB

EXHIBIT A

Legal Description

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

PARCEL 1: LOT 78 OF TRACT NO. 3103, IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 54 PAGES 36 TO 38 INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2: AN UNDIVIDED 1/24TH INTEREST IN AND TO LOT 99 OF SAID TRACT 3103 AS SHOWN ON FILE IN BOOK 54 PAGES 36 TO 38 INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

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Last Saved: 12/20/2021 8:52 AM by 1PR Escrow No.: 00134309-031-1CB

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Year	Projects/Areas	Projects/Areas Est. Annual Co		Notes/Comments
			Per	
	and the second	HOA	Homeowner	
1 1.1 HOA	Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
	ating Expenditures			The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL transaction records for areas specific to Mills Act; will be updated with GL actu
GL Acct Cod	le			over City 2023-24 fiscal year (07/01-06/30)
7080	Landscape Contract	43,200.00	1800.00	 Maintain and improve current landscape incl. ad hoc irrigation repairs
7091	Seed, Fertlizer, Plants	4,320.01	180.00	Replace and care for turf and plants
7100	Landscape Repairs & Maint	3,235.03	134.79	 Repairs and replacement to landscape elements
7120	Irrigation Repairs	2,940.43	122.52	 Repairs to 60 year old Irrigation system which covers 3 acres
7121	Lighting Repairs & Maint	1,973.76	82.24	 Maintain historic lighting infrastructure
7130	Pool Contract	3,900.00	162.50	 Cleaning & upkeep to ensure proper chemical levels to preserve pool
7140	Pool & Spa Repairs	1,450.00	60.42	 Specific pool and pool equipment related repairs
7150	Pest Control	1,985.98	82.75	 Prevent pest infestation/damage to buildings, structures and fixtures
7190	Tree Trimming	3,585.00	149.38	 Palm tree trimming to ensure healthand appearnance of plants
7210	Common Area Repairs	1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
	Subtotal	68,042.84	2,835.12	
1.12 Reser	ve Expenditures			Forecasted reserve expenditures by year from April 2022 Reserve Analysis Repo
				select categories specific to Mills Act; will be updated with actual expenditures over City 2023-24 fiscal year (07/01-06/30)
	Asphalt - Seal Coat	2,296.79	95.70	 Seal coat all asphalt (13,117 SF), incl. Pitahaya St. parking area.
	Grounds - Common Area	3,605.00	150.21	 Misc. reserve expenditures (fans, trash recepticles and gates, carports)
	Grounds - Mailboxes	3,605.00	150.21	Replace two (2) mailboxes
	Irrigation - System Renovation, Phase 2	19,570.00	815.42	 Major renovation to irrigation system in four (4) phases
	Painting - Wrought Iron	4,635.00	193.13	 Paint the perimeter fencing and (13) light poles.
	Pool Area - Extras	515.00	21.46	Misc pool/pool area related repair (eg. pool mastic)
	Subtotal	34,226.79	1,426.12	• Mise pool pool area related repair (eg. pool mastic)
	Subtotal (HOA)	68,042.84	2,835.12	
		08,042.84	2,835.12	
1.2 Speci	fic Homeowner Projects			
	New Washer and Dryer	N/A	\$ 2,000.00	
	Replace Grout at tile floors	N/A		
	General repairs and maintenance per year		\$ 1,250.00	
	Subtotal (Homeowner)	N/A	4,450.00	
2			7 9 9 7 4 7	
	Total		7,285.12	

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ear	Projects/Areas	Est. Anı	nual Cost Per	Notes/Comments
		HOA	Homeowner	
2 2.1 HO	A Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
	erating Expenditures			The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL
				transaction records for areas specific to Mills Act; will be updated with GL actu
GL Acct Co	de			over City 2024-25 fiscal year (07/01-06/30)
7080	Landscape Contract	43,200.00	1800.00	 Maintain and improve current landscape incl. ad hoc irrigation repairs
7091	Seed, Fertlizer, Plants	4,320.01	180.00	 Replace and care for turf and plants
7100	Landscape Repairs & Maint	3,235.03	134.79	 Repairs and replacement to landscape elements
7120	Irrigation Repairs	2,940.43	122.52	 Repairs to 60 year old Irrigation system which covers 3 acres
7121	Lighting Repairs & Maint	1,973.76	82.24	 Maintain historic lighting infrastructure
7130	Pool Contract	3,900.00	162.50	 Cleaning & upkeep to ensure proper chemical levels to preserve pool
7140	Pool & Spa Repairs	1,450.00	60.42	 Specific pool and pool equipment related repairs
7150	Pest Control	1,985.98	82.75	 Prevent pest infestation/damage to buildings, structures and fixtures
7190	Tree Trimming	3,585.00	149.38	 Palm tree trimming to ensure healthand appearnance of plants
7210	Common Area Repairs	1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
	Subtotal	68,042.84	2,835.12	
2.12 Res	serve Expenditures			Forecasted reserve expenditures by year from April 2022 Reserve Analysis Repo
				select categories specific to Mills Act; will be updated with actual expenditures
				over Citv 2024-25 fiscal vear (07/01-06/30)
	Grounds - Common Area	3,713.15	154.71	 Misc. reserve expenditures (fans, trash recepticles and gates, carports)
	Irrigation - System Renovation, Phase 3	21,218.00	884.08	 Major renovation to irrigation system in four (4) phases
	Pool Area - Extras	530.45	22.10	 Misc pool/pool area related repair (eg. pool mastic)
	Pool Area - Pool, Replaster	27,695.86	1153.99	 Replaster the pool and replace the tile.
	Subtotal	53,157.46	2,214.89	
	Subtotal (HOA)	121,200.30	5,050.01	
2250	ecific Homeowner Projects			
2.2 506				
	Add Alarm System Overall with Cameras		\$ 2,000.00	
	Clear Story Window Replacement		\$ 2,750.00	
	Add New Patio Lighting	N/A		 Replace bathroom cabinet/faucet
	Subtotal (Homeowner)	N/A	5,550.00	
			10.000.01	
	Total		10,600.01	

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	Projects/Areas	ESL. ANI	nual Cost	Notes/Comments
			Per	
		HOA	Homeowner	
3.1 HO	A Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
	erating Expenditures			The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL
				transaction records for areas specific to Mills Act; will be updated with GL act
GL Acct Coo	te			over City 2025-26 fiscal year (07/01-06/30)
7080	Landscape Contract	43,200.00	1800.00	 Maintain and improve current landscape incl. ad hoc irrigation repairs
7091	Seed, Fertlizer, Plants	4,320.01	180.00	Replace and care for turf and plants
7100	Landscape Repairs & Maint	3,235.03		Repairs and replacement to landscape elements
7120	Irrigation Repairs	2,940.43		 Repairs to 60 year old Irrigation system which covers 3 acres
7121	Lighting Repairs & Maint	1,973.76		Maintain historic lighting infrastructure
7130	Pool Contract	3,900.00		 Cleaning & upkeep to ensure proper chemical levels to preserve pool
7140	Pool & Spa Repairs	1,450.00		 Specific pool and pool equipment related repairs
7150	Pest Control	1,985.98		 Prevent pest infestation/damage to buildings, structures and fixtures
7190	Tree Trimming	3,585.00		 Palm tree trimming to ensure healthand appearnance of plants
7210	Common Area Repairs	1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
	Subtotal	68,042.84	2,835.12	
3.12 Res	serve Expenditures			Forecasted reserve expenditures by year from April 2022 Reserve Analysis Re
				select categories specific to Mills Act; will be updated with actual expenditure
				over City 2025-26 fiscal year (07/01-06/30)
	Grounds - Common Area	3,824.54	159.36	 Misc. reserve expenditures (fans, trash recepticles and gates, carports)
	Grounds - Entry Gates, Wrought Iron	7,430.54		 Replace the wrought iron entry gates and locks
	Irrigation - System Renovation, Phase 4	21,854.54		 Major renovation to irrigation system in four (4) phases
	Pool Area - Extras	546.36		 Major renovation to ringation system in rour (4) phases Misc pool/pool area related repair (eg. pool mastic)
	Subtotal	33,655.98		• Mise poor poor area related repair (eg. poor master
	Subtotal (HOA)	101.698.82	4,237.45	
			.,	
3.2 Spe	ecific Homeowner Projects			
	Screen Door Replacement	N/A	320.00	 Replace carpeting with porcelain flooring
	Replace Sealants at all Windows		1,500.00	
	New front Door		1,100.00	
	New Front Door Hardward		350.00	
	Build new Master Bedroom Closets	N/A	2,000.00	Remove popcorn ceiling
	Add Mirror and Downlights at Bar	N/A	1,500.00	
	Subtotal (Homeowner)	N/A	6,770.00	

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'ear	Projects/Areas	Est. Annual Cost Per		Notes/Comments
		HOA	Homeowner	
4 4.1 HO	A Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
and the second design of the second	erating Expenditures			The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL transaction records for areas specific to Mills Act; will be updated with GL actue
GL Acct Cod	le			over City 2026-27 fiscal year (07/01-06/30)
7080	Landscape Contract	43,200.00	1800.00	 Maintain and improve current landscape incl. ad hoc irrigation repairs
7091	Seed, Fertlizer, Plants	4,320.01	180.00	Replace and care for turf and plants
7100	Landscape Repairs & Maint	3,235.03	134.79	Repairs and replacement to landscape elements
7120	Irrigation Repairs	2,940.43	122.52	Repairs to 60 year old Irrigation system which covers 3 acres
7121	Lighting Repairs & Maint	1,973.76	82.24	 Maintain historic lighting infrastructure
7130	Pool Contract	3,900.00	162.50	Cleaning & upkeep to ensure proper chemical levels to preserve pool
7140	Pool & Spa Repairs	1,450.00	60.42	 Specific pool and pool equipment related repairs
7150	Pest Control	1,985.98	82.75	 Prevent pest infestation/damage to buildings, structures and fixtures
7190	Tree Trimming	3,585.00	149.38	 Palm tree trimming to ensure healthand appearnance of plants
7210	Common Area Repairs	1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
	Subtotal	68,042.84	2,835.12	
4.12 Res	erve Expenditures			Forecasted reserve expenditures by year from April 2022 Reserve Analysis Repo
				select categories specific to Mills Act; will be updated with actual expenditures
				over City 2026-27 fiscal year (07/01-06/30)
	Grounds - Common Area	3,939.28	164.14	 Misc. reserve expenditures (fans, trash recepticles and gates, carports)
	Grounds - Shuffleboard	1,575.71	65.65	 Resurface the shuffleboard court.
	Grounds - Surveillance System	7,315.81	304.83	 Replace surveillance system (four dome cameras and one DVR)
	Pool Area - Extras	562.75	23.45	 Misc pool/pool area related repair (eg. pool mastic)
	Subtotal	13,393.55	558.06	
	Subtotal (HOA)	81,436.39	3,393.18	
4.2.5	=			
4.2 Spe	cific Homeowner Projects			
	New Exterior Heaters		\$ 2,500.00	
	Misc Reparis and Maintenance		\$ 1,200.00	
	Subtotal (Homeowner) =	N/A	3,700.00	

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ear	Projects/Areas	Est. Anr	nual Cost Per	Notes/Comments
Sec. 1		HOA	Homeowner	
5 5.1 HO	A Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
	erating Expenditures			The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL transaction records for areas specific to Mills Act; will be updated with GL actu
GL Acct Cod				over City 2027-28 fiscal year (07/01-06/30)
7080	Landscape Contract	43,200.00	1800.00	 Maintain and improve current landscape incl. ad hoc irrigation repairs
7091	Seed, Fertlizer, Plants	4,320.01	180.00	 Replace and care for turf and plants
7100	Landscape Repairs & Maint	3,235.03	134.79	 Repairs and replacement to landscape elements
7120	Irrigation Repairs	2,940.43	122.52	 Repairs to 60 year old Irrigation system which covers 3 acres
7121	Lighting Repairs & Maint	1,973.76	82.24	 Maintain historic lighting infrastructure
7130	Pool Contract	3,900.00	162.50	 Cleaning & upkeep to ensure proper chemical levels to preserve pool
7140	Pool & Spa Repairs	1,450.00	60.42	 Specific pool and pool equipment related repairs
7150	Pest Control	1,985.98	82.75	 Prevent pest infestation/damage to buildings, structures and fixtures
7190	Tree Trimming	3,585.00	149.38	 Palm tree trimming to ensure healthand appearnance of plants
7210	Common Area Repairs	1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
	Subtotal	68,042.84	2,835.12	
5.12 Res	erve Expenditures			Forecasted reserve expenditures by year from April 2022 Reserve Analysis Rep
				select categories specific to Mills Act; will be updated with actual expenditure over City 2027-28 fiscal year (07/01-06/30)
	Grounds - Common Area	4,057,46	169.06	 Misc. reserve expenditures (fans, trash recepticles and gates, carports)
	Painting - Trim	11,685,48	486.90	 Paint the wood and metal trim of the units
	Painting - Wrought Iron	5.216.73	217.36	 Paint the perimeter fencing and (13) light poles.
	Pool Area - Extras	579.64	24.15	 Misc pool/pool area related repair (eg. pool mastic)
	Pool Area - Pool, Heater	4,173.39	173.89	Replace the Raypack pool heater
	Subtotal	25,712.70	1,071.36	- Replace the Raypack pool heater
		93,755.54	3,906.48	
	=			
5.2 Spe	ecific Homeowner Projects			
	New Landscape at Poolside Patio	N/A	1,250.00	
	Add gas line to outdoor BBQ		1,200.00	
	Subtotal (Homeowner) =	N/A	2,450.00	
	Total		6,356.48	

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028-29)	A Annual Maintenance/Repairs	HOA	Per Homeowner	
028-29) 6.11 Ope	A Annual Maintenance/Repairs	HOA	Homeowner	
6.11 Ope	A Annual Maintenance/Repairs			
6.11 Оре				Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
GL Acct Cod	erating Expenditures			The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL
GL Acct Cod				transaction records for areas specific to Mills Act; will be updated with GL actu
	le			over City 2028-29 fiscal year (07/01-06/30)
7080	Landscape Contract	43,200.00	1800.00	Maintain and improve current landscape incl. ad hoc irrigation repairs
7091	Seed, Fertlizer, Plants	4,320.01	180.00	Replace and care for turf and plants
7100	Landscape Repairs & Maint	3,235.03	134.79	Repairs and replacement to landscape elements
7120	Irrigation Repairs	2,940.43	122.52	 Repairs to 60 year old Irrigation system which covers 3 acres
7121	Lighting Repairs & Maint	1,973.76	82.24	Maintain historic lighting infrastructure
7130	Pool Contract	3,900.00	162.50	 Cleaning & upkeep to ensure proper chemical levels to preserve pool
7140	Pool & Spa Repairs	1,450.00	60.42	 Specific pool and pool equipment related repairs
7150	Pest Control	1,985.98	82.75	 Prevent pest infestation/damage to buildings, structures and fixtures
7190	Tree Trimming	3,585.00	149.38	 Palm tree trimming to ensure healthand appearnance of plants
7210	Common Area Repairs	1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
	Subtotal	68,042.84	2,835.12	
6.12 Res	erve Expenditures			Forecasted reserve expenditures by year from April 2022 Reserve Analysis Rep
				select categories specific to Mills Act; will be updated with actual expenditures
				over City 2028-29 fiscal year (07/01-06/30)
	Asphalt - Seal Coat	2,662.61	110.94	 Seal coat all asphalt (13,117 SF), incl. Pitahaya St. parking area.
	Grounds - Common Area	4,179.18	174.13	 Misc. reserve expenditures (fans, trash recepticles and gates, carports)
	Irrigation - Controllers (2017)	1,910.48	79.60	 Replace the five (2) controllers installed in 2017
	Pool Area - Extras	597.03	24.88	 Misc pool/pool area related repair (eg. pool mastic)
	Subtotal	9,349.30	389.55	
	Subtotal (HOA)	77,392.14	3,224.67	
62500	cific Homeowner Projects			
0.2 Spe	Roof Replacement	N/A	8,000.00	Poplace for
	-	NYA	8,000.00	 Replace fan Repair, patch and paint posts from water damage
	Subtotal (Homeowner)	N/A	8,000.00	- nepon, pater and paint posts from water damage
	Total		11,224.67	

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fear	Projects/Areas	Est. Ann	nual Cost	Notes/Comments
		HOA	Per Homeowner	
7 7.1 HO	OA Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
129-301	perating Expenditures			The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL
7.11 0	perating expenditures			transaction records for areas specific to Mills Act; will be updated with GL actu
GL Acct C	Tode			over City 2029-30 fiscal year (07/01-06/30)
7080	Landscape Contract	43,200.00	1800.00	 Maintain and improve current landscape incl. ad hoc irrigation repairs
7091	Seed, Fertlizer, Plants	4,320.01	180.00	 Replace and care for turf and plants
7100	Landscape Repairs & Maint	3,235.03	134.79	 Repairs and replacement to landscape elements
7120	Irrigation Repairs	2,940.43	122.52	 Repairs to 60 year old Irrigation system which covers 3 acres
7121	Lighting Repairs & Maint	1,973.76	82.24	 Maintain historic lighting infrastructure
7130	Pool Contract	3,900.00	162.50	 Cleaning & upkeep to ensure proper chemical levels to preserve pool
7140	Pool & Spa Repairs	1,450.00	60.42	 Specific pool and pool equipment related repairs
7150	Pest Control	1,985.98	82.75	 Prevent pest infestation/damage to buildings, structures and fixtures
7190	Tree Trimming	3,585.00	149.38	 Palm tree trimming to ensure healthand appearnance of plants
7210	Common Area Repairs	1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
	Subtotal	68,042.84	2,835.12	
7.12 R	eserve Expenditures			Forecasted reserve expenditures by year from April 2022 Reserve Analysis Repu
				select categories specific to Mills Act; will be updated with actual expenditures
				over City 2029-30 fiscal vear (07/01-06/30)
	Grounds - Common Area	4,304.56	179.36	7
	Pool Area - Extras	614.94	25.62	 Misc pool/pool area related repair (eg. pool mastic)
	Subtotal	4,919.50	204.98	
	Subtotal (HOA)	72,962.34	3,040.10	
7.2 Sp	ecific Homeowner Projects			
	New Landscxape at Private Patio		\$ 1,200.00	
	Patio Concrete Reparis at Rear Patio		\$ 2,000.00	
	Replace private Patio Concrete with Squares and River Rock		\$ 4,000.00	
		N/A	7,200.00	 Roof spray foam (multi coat)
	Subtotal (Homeowner)	N/A	7,200.00	
	Total		10 240 10	
	Iotal		10,240.10	

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Year	Projects/Areas	Est. An	nual Cost	Notes/Comments
			Per	
		HOA	Homeowner	
8 8.1 HO	DA Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
the second s	perating Expenditures			The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL
				transaction records for areas specific to Mills Act; will be updated with GL actu
GL Acct C				over City 2030-31 fiscal year (07/01-06/30)
7080	Landscape Contract	43,200.00	1800.00	 Maintain and improve current landscape incl. ad hoc irrigation repairs
7091	Seed, Fertlizer, Plants	4,320.01	180.00	 Replace and care for turf and plants
7100	Landscape Repairs & Maint	3,235.03	134.79	 Repairs and replacement to landscape elements
7120	Irrigation Repairs	2,940.43	122.52	 Repairs to 60 year old Irrigation system which covers 3 acres
7121	Lighting Repairs & Maint	1,973.76	82.24	 Maintain historic lighting infrastructure
7130	Pool Contract	3,900.00	162.50	 Cleaning & upkeep to ensure proper chemical levels to preserve pool
7140	Pool & Spa Repairs	1,450.00	60.42	 Specific pool and pool equipment related repairs
7150	Pest Control	1,985.98	82.75	 Prevent pest infestation/damage to buildings, structures and fixtures
7190	Tree Trimming	3,585.00	149.38	 Palm tree trimming to ensure healthand appearnance of plants
7210	Common Area Repairs	1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
	Subtotal	68,042.84	2,835.12	
8.12 Re	eserve Expenditures			Forecasted reserve expenditures by year from April 2022 Reserve Analysis Repo
				select categories specific to Mills Act; will be updated with actual expenditures
				over City 2030-31 fiscal year (07/01-06/30)
	Grounds - Common Area	4,433.70	184.74	 Misc. reserve expenditures (fans, trash recepticles and gates, carports)
	Painting - Pool Cabana	3,800.31	158.35	• x
	Pool Area - Extras	633.39	26.39	 Misc pool/pool area related repair (eg. pool mastic)
	Subtotal	8,867.40	369.48	
	Subtotal (HOA)	76,910.24	3,204.59	
8.2 Sp	ecific Homeowner Projects			
	New Kitchen Appliances		\$ 3,500.00	
	Remodel Kitchen new Cabinets and Island	N/A	\$25,000.00	
	Subtotal (Homeowner)	N/A	\$28,500.00	
	Total	_	31,704.59	

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ar	Projects/Areas		nual Cost	Notes/Comments
			Per	
Alter and a second		HOA	Homeowner	
-32) 9.1 HO	A Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
	erating Expenditures			The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL
				transaction records for areas specific to Mills Act; will be updated with GL actu
GL Acct Co	de			over City 2031-32 fiscal year (07/01-06/30)
7080	Landscape Contract	43,200.00	1800.00	 Maintain and improve current landscape incl. ad hoc irrigation repairs
7091	Seed, Fertlizer, Plants	4,320.01	180.00	 Replace and care for turf and plants
7100	Landscape Repairs & Maint	3,235.03		Repairs and replacement to landscape elements
7120	Irrigation Repairs	2,940.43		 Repairs to 60 year old Irrigation system which covers 3 acres
7121	Lighting Repairs & Maint	1,973.76		Maintain historic lighting infrastructure
7130	Pool Contract	3,900.00		 Cleaning & upkeep to ensure proper chemical levels to preserve pool
7140	Pool & Spa Repairs	1,450.00	60.42	 Specific pool and pool equipment related repairs
7150	Pest Control	1,985.98	82.75	 Prevent pest infestation/damage to buildings, structures and fixtures
7190	Tree Trimming	3,585.00		 Palm tree trimming to ensure healthand appearnance of plants
7210	Common Area Repairs	1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
	Subtotal	68,042.84	2,835.12	
9.12 Re:	serve Expenditures			Forecasted reserve expenditures by year from April 2022 Reserve Analysis Repo
				select categories specific to Mills Act; will be updated with actual expenditures
				over City 2031-32 fiscal vear (07/01-06/30)
	Grounds - Common Area	4,566.71		 Misc. reserve expenditures (fans, trash recepticles and gates, carports)
	Painting - Wrought Iron	5,871.48		 Paint the perimeter fencing and (13) light poles.
	Pool Area - Extras	652.39	27.18	 Misc pool/pool area related repair (eg. pool mastic)
	Subtotal	11,090.58	462.11	
	Subtotal (HOA) _	79,133.42	3,297.23	
9.2 Spe	ecific Homeowner Projects			
	Interior Paint Overall		\$ 5,000.00	
	Guest Bath Renovation,	N/A		
	Subtotal (Homeowner) _	N/A	\$20,000.00	

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Year	Projects/Areas	Est. Ani	nual Cost	Notes/Comments
			Per	
Sec. States		HOA	Homeowner	
10 032-33) 10.1 H	IOA Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
	Operating Expenditures			The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL transaction records for areas specific to Mills Act; will be updated with GL actua
GL Acct (Code			over City 2032-33 fiscal year (07/01-06/30)
7080	Landscape Contract	43,200.00	1800.00	 Maintain and improve current landscape incl. ad hoc irrigation repairs
7091	Seed, Fertlizer, Plants	4,320.01	180.00	 Replace and care for turf and plants
7100	Landscape Repairs & Maint	3,235.03	134.79	 Repairs and replacement to landscape elements
7120	Irrigation Repairs	2,940.43	122.52	 Repairs to 60 year old Irrigation system which covers 3 acres
7121	Lighting Repairs & Maint	1,973.76	82.24	 Maintain historic lighting infrastructure
7130	Pool Contract	3,900.00	162.50	 Cleaning & upkeep to ensure proper chemical levels to preserve pool
7140	Pool & Spa Repairs	1,450.00	60.42	 Specific pool and pool equipment related repairs
7150	Pest Control	1,985.98	82.75	 Prevent pest infestation/damage to buildings, structures and fixtures
7190	Tree Trimming	3,585.00	149.38	 Palm tree trimming to ensure healthand appearnance of plants
7210	Common Area Repairs	1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
	Subtotal	68,042.84	2,835.12	
10.12 /	Reserve Expenditures			Forecasted reserve expenditures by year from April 2022 Reserve Analysis Repo
				select categories specific to Mills Act; will be updated with actual expenditures over City 2032-33 fiscal year (07/01-06/30)
	Grounds - Common Area	4,703.71	195.99	 Misc. reserve expenditures (fans, trash recepticles and gates, carports)
	Painting - Trim	13,546.68	564.45	 Paint the wood and metal trim of the units
	Painting - Units, Stucco & Trim	54,159.83	2256.66	 Paint residential units exteriors
	Pool Area - Extras	671.96	28.00	 Misc pool/pool area related repair (eg. pool mastic)
	Pool Area - Pool, Pump	2,217.46	92.39	Replace the Pentair Intelle-Flo variable speed pool pump
	Subtotal	75,299.64	3,137.49	
	Subtotal (HOA)	143,342.48	5,972.60	
10.2.5	pecific Homeowner Projects			
10.2 0	New HVAC System		\$ 10,000.00	
	Relocate A/C to side of Property		\$ 2,000.00	
	New Water Heater	NUTA		· Add electrical autlate on both patie and equational
	Subtotal (Homeowner)	N/A N/A	\$1,500.00 \$13,500.00	 Add electrical outlets on both patio and courtyard
	-			
	Total		19,472.60	

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Item 1J-129

	ect Improvement Plan	#REF!		
Year	Projects/Areas	Est. Ann	ual Cost Per Homeowner	Notes/Comments
0 Year		non	Homeowner	
Annual	11.1 HOA Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
Average				
	11.11 Operating Expenditures			The amounts show are based on 2021 Sandpiper 3 on El Paseo HOA ("Circle 3")
	Total 10 Years		28,351.18	transaction records for areas specific to Mills Act; will be updated with yearly G actuals
	10 Yr Average/Year	68,042.24	2,835.12	
	11.12 Reserve Expenditures			
	Total 10 Years		11,236.37	From April 2022 Reserve Analysis Report forecasted expenditures - select categories specific to Mills Act; will be updated with actual yearly expenditures
	10 Yr Average/Year	26,967-24	1,123.64	
	Combined 10 Years 10 Yr Average/Year Subtotal (HOA)	950,101.30 95,010-1.3	39,587.55 3,958.76	
	11.2 Specific Homeowner Projects			
	10 Yr Subtotal		100,120.00	
	10 Yr Average/Year Subtotal (Homeowner)	N/A	10,012.00	
			The second	
	10 Yr.Total/Homeowner	N/A	139,707.55	
	Total 10 Yr. Average/Year	N/A	13,970.76	

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Interior Photos – Unit 361



Living Room – Dining Area



Living Room – Kitchen



Exterior Photos – Unit 361



North Facade



South Facade

North Facade



North Street Facade



West Façade



East Façade – Left Side



East Façade – Right Side



Entry Door

Interior Photos – Unit 361



Master Bedroom, Hallway, Kitchen

Master Bedroom, Laundry and Master Bath

Interior Photos – Unit 361



Master Bath

Terrazzo Flooring Overall



Guest Bedroom - View from Dining Area

Private Patios & Shared Common Areas – Unit 361



Private Patio of Master

Private Terrace off LR



Common Areas and Pool



17



361 SANDPIPER ST. - LOT 78

PALM DESERT, A. 922010111-137

Tax Year 2021

PARCEL NUMBER

640260008

GEO PARCEL # 640260008

LAST UPDATE 6/16/2022 1:41:15 PM

Assessment Data

Description

Net Taxable Value

\$379,250.00

Exemptions

No Tax Exemptions Records Found

Taxing Agencies

Tax Payment Distribution

For information regarding these charges please contact the Taxing Agency directly at the numbers listed here.

General Purpose

Taxing Authority	Phone	Net Rate	Net Tax
01-0000-GP GENERAL PURPOSE	See Phone List	1.000000000 %	\$3,792.50
Fund Type Total		1.000000000 %	\$3,792.50
Debt			
Taxing Authority	Phone	Net Rate	Net Tax
03-2001-D DESERT SANDS UNIFIED SCHOOL	See Phone List	0.0750000000 %	\$284.44
03-9001-D DESERT COMMUNITY COLLEGE	See Phone List	0.0395000000 %	\$149.80
04-4821-D CV WATER DISTRICT STATE WTR PROJ	See Phone List	0.1100000000 %	\$417.18
Fund Type Total		0.2245000000 %	\$851.42
Special Assessment			
Taxing Authority	Phone	Net Rate	Net Tax
68-2586-FC PALM DESERT EMG SRV	See Phone List	NA	\$60.00
68-4556-FC COACHELLA VALLEY MOSQUITO & RIFA	See Phone List	NA	\$7.90
68-4612-FC AD COACHELLA VALLEY RC/PK 93-1	See Phone List	NA	\$9.90
68-4836-FC CVWD SEWER SERVICE CHARGE ID80	See Phone List	NA	\$295.44
Fund Type Total			\$373.24
Total		1.22450 %	\$5,017.16

NOTE: Tax Authority Districts 28-5251, 28-5275 and 28-5291 are applied to the land value only.

Payments					
TAX YEAR	BILL NUMBER	PMT TYPE	RECEIPT NUMBER	AMOUNT PAID	LAST PAID
2021	2021004039089	Payment	B21.466511	\$2,508.58	12/10/2021
2021	2021004039089	Payment	B21.809914	\$2,508.58	4/10/2022

363 SANDPIPER APPLICATION



- 2. Application Form
- 3. Copy of the grant deed, including a complete legal description
- 4. 10-Year Property Improvement Plan
- 5. Photographs
- 6. Site plan

7. Non-refundable application fee of \$318.00



City of Palm Desert Department of Building and Safety MILLS ACT HISTORIC PROPERTY CONTRACT APPLICATION

73-510 Fred Waring Drive · Palm Desert · California · 92260 · (760) 776-6420 · Fax (760) 776-6392

Property Owner Information:

Name: CATHERINE ANN MULFLUR
Address: 363 SAND PIPER
City: PALM DEFEIZT State: CA Zip: 92260
Phone: (HM) 818.398-1646 (WK) Some. Email: Cather INE MULTUR DESIGN
Consil.com
Property Information:
Address of Property: 363 SANDPIPER PALM DESERT. CA. 92260. Assessor's Parcel No(s): 640260007 (PRORATA SHARE OF COMMON AREA 64026025
Assessor's Parcel No(s): (AO 260007 (PRORATA SHARE OF COMMON AREA 64026025
Legal Description (attach additional sheets if necessary):
Date of Purchase by Current owner: DECEMBER 62019
Use of Property: VACATION HOME

Eligibility for the Mills Act Program:

A property must be designated and recorded with the Riverside County Recorder at the time an application is submitted. Please check the designation(s) that apply to the property:

- M M
 - City Historic Landmark
 - Contributor to a City Historic District
 - National Register of Historic Places (individually listed)
 - National Register of Historic Places (contributor to a historic district)
 - National Historic Landmark

Name of Historic District (if applicable)	SANDPIPER CONI	DOMINIUMS (HISTORIC STE#4)
Date of Designation:		

Property Owner Consent: I am (we are) the present owner(s) of the property described above and hereby apply for consideration for a Mills Act Historic Property Contract

Signature of Property O mer

Date

Signature of Property Owner

For Office Use:

Mills Act Application

RECORDING REQUESTED BY: Orange Coast Title of California

AND WHEN RECORDED MAIL TO:

Catherine Mulflur 3826 SW Lyle Court Portland, OR 97221

-2 KH0670

Title Order No.: 2046670-10 AP#: 640-260-007-9 TRA: 018-006

DOC # 2019-0519737

12/16/2019 04:18 PM Fees: \$17.00 Page 1 of 2 Recorded in Official Records County of Riverside Peter Aldana Assessor-County Clerk-Recorder

This document was electronically submitted to the County of Riverside for recording Receipted by: KAREN #277

THIS SPACE FOR RECORD	ER'S USE ONLY
Escrow No.:	191411-TB

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$346.50

[X] computed on full value of property conveyed, or

[] computed on full value less value of liens or encumbrances remaining at time of sale.

[] Unincorporated area [X] City of Palm Desert AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Janet L. Coffyn, Trustee of the Janet L. Coffyn Trust Agreement Dated November 8, 2005

hereby GRANT(s) to:

Catherine Ann Mulflur, an Unmarried Woman

the real property in the City of Palm Desert, County of Riverside, State of California, described as: LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF Also Known as: 363 Sandpiper Street, Palm Desert, CA 92260

Dated November 5, 2019

The Janet L. Coffyn Trust Agreement Dated November 8, 2005

Janet L. Coffyn, Trustee By:

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 Warat	
On November 22 2019 before me, Y Loral	A Notary Public personally
appeared to a solution in the solution is the	who proved to me on the
hasis of satisfactory evidence to be the person(s) whose name(s) is	vare subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorize	d 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	son(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the S	tate of California that the foregoing paragraph is true and
correct.	
WITNESS my hand and official seal.	MORGAN GREEN Notary Public - California
	drange County
	Commission # 2189902
Signature Mongan Alegn (See	l) My Comm. Expires Apr 7, 2021

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS SHOWN ABOVE:

Item 1J-143

Exhibit "A"

Lot 76 and an undivided 1/24 interest in Lot 99 of Tract No. 3103, as shown by Map on file in Book 64, Pages 36 to 3B, inclusive of Maps in the office of the Recorder of said County;

Excepting therefrom all that portion of Lot 99 as conveyed to Country Club Cottages, Inc., by Deed Recorded September 1, 1965 as Instrument No. 101369 of Official Records of Riverside County, California.

This must be in red to be a "CERTIFIED COPY"



Certification must be in red to be a "CERTIFIED COPY" 1 . . .
ME ACCOUNT SEARCH	CHECK OUT COUNTY HOME	CONTACT US			
		←BACK ■ACCOU	NT SUMMARY		
Tax Year 2021					
PARCEL N 64026		GEO PARCEL # 640260007		LAST UPDATE 6/14/2022 3:27:07 PM	
Assessment Data					
Description					Value
Net Taxable Value					\$318,262.00
Exemptions			비뉴스는 모인 삼군 역장		
to Tax Exemptions Records	Found	and the first of the	and self-action with	الترت فالعام المرتب اللعان	فعلمت بغطة
	round -				
Taxing Agencies		the second second second	and the second second		
eneral Purpose					
Taxing Authority			Phone	Net Rate	Net Tax
Taxing Authority 01-0000-GP GENERAL I	PURPOSE		Phone See Phone List	1.000000000 %	\$3,182.62
Taxing Authority 01-0000-GP GENERAL I Fund Type Total	PURPOSE				
Taxing Authority 01-0000-GP GENERAL I Fund Type Total Debt	PURPOSE			1.000000000 %	\$3,182.62
Taxing Authority 01-0000-GP GENERAL F Fund Type Total Debt Taxing Authority	PURPOSE		See Phone List	1.000000000 % 1.000000000 %	\$3,182.62 \$3,182.62
Taxing Authority 01-0000-GP GENERAL I Fund Type Total Debt Taxing Authority 04-4821-D CV WATER D 03-2001-D DESERT SAM	DISTRICT STATE WTR PROJ NDS UNIFIED SCHOOL		See Phone List Phone	1.0000000000 % 1.0000000000 % Net Rate	\$3,182.62 \$3,182.62 Net Tax
Taxing Authority 01-0000-GP GENERAL F Fund Type Total Debt Taxing Authority 04-4821-D CV WATER D 03-2001-D DESERT SAM 03-9001-D DESERT COI	DISTRICT STATE WTR PROJ NDS UNIFIED SCHOOL		See Phone List Phone See Phone List	1.000000000 % 1.000000000 % Net Rate 0.110000000 % 0.0750000000 % 0.0395000000 %	\$3,182.62 \$3,182.62 Net Tax \$350.09 \$238.70 \$125.71
Taxing Authority 01-0000-GP GENERAL F Fund Type Total Debt Taxing Authority 04-4821-D CV WATER D 03-2001-D DESERT SAN 03-9001-D DESERT COI Fund Type Total	DISTRICT STATE WTR PROJ NDS UNIFIED SCHOOL		See Phone List Phone See Phone List See Phone List	1.000000000 % 1.0000000000 % Net Rate 0.110000000 % 0.0750000000 %	\$3,182.62 \$3,182.62 Net Tax \$350.09 \$238.70
Taxing Authority 01-0000-GP GENERAL H Fund Type Total Debt Taxing Authority 04-4821-D CV WATER D 03-2001-D DESERT SAM 03-9001-D DESERT COI Fund Type Total Special Assessment	DISTRICT STATE WTR PROJ NDS UNIFIED SCHOOL		See Phone List Phone See Phone List See Phone List See Phone List	1.000000000 % 1.000000000 % Net Rate 0.1100000000 % 0.075000000 % 0.0395000000 % 0.2245000000 %	\$3,182.62 \$3,182.62 Net Tax \$350.09 \$238.70 \$125.71 \$714.50
Taxing Authority 01-0000-GP GENERAL I Fund Type Total Debt Taxing Authority 04-4821-D CV WATER D 03-2001-D DESERT SAM 03-9001-D DESERT COI Fund Type Total Special Assessment Taxing Authority	DISTRICT STATE WTR PROJ NDS UNIFIED SCHOOL MMUNITY COLLEGE		See Phone List Phone See Phone List See Phone List See Phone List	1.000000000 % 1.000000000 % Net Rate 0.1100000000 % 0.075000000 % 0.0395000000 % 0.2245000000 % Net Rate	\$3,182.62 \$3,182.62 Net Tax \$350.09 \$238.70 \$125.71 \$714.50 Net Tax
Taxing Authority 01-0000-GP GENERAL I Fund Type Total Debt Taxing Authority 04-4821-D CV WATER D 03-2001-D DESERT SAN 03-9001-D DESERT COI Fund Type Total Special Assessment Taxing Authority 68-4556-FC COACHELL	DISTRICT STATE WTR PROJ NDS UNIFIED SCHOOL MMUNITY COLLEGE A VALLEY MOSQUITO & RIFA		See Phone List Phone See Phone List See Phone List See Phone List Phone See Phone List	1.000000000 % 1.000000000 % Net Rate 0.110000000 % 0.0750000000 % 0.0395000000 % 0.2245000000 % Net Rate NA	\$3,182.62 \$3,182.62 Net Tax \$350.09 \$238.70 \$125.71 \$714.50 Net Tax \$7.90
Taxing Authority 01-0000-GP GENERAL F Fund Type Total Debt Taxing Authority 04-4821-D CV WATER D 03-2001-D DESERT SAN 03-9001-D DESERT COI Fund Type Total Special Assessment Taxing Authority 68-4556-FC COACHELL 68-4612-FC AD COACHI	DISTRICT STATE WTR PROJ NDS UNIFIED SCHOOL MMUNITY COLLEGE A VALLEY MOSQUITO & RIFA ELLA VALLEY RC/PK 93-1		See Phone List Phone See Phone List See Phone List See Phone List See Phone List See Phone List	1.000000000 % 1.000000000 % Net Rate 0.110000000 % 0.075000000 % 0.039500000 % 0.2245000000 % Net Rate NA NA	\$3,182.62 \$3,182.62 Net Tax \$350.09 \$238.70 \$125.71 \$714.50 Net Tax \$7.90 \$9.90
Taxing Authority 01-0000-GP GENERAL F Fund Type Total Debt Taxing Authority 04-4821-D CV WATER D 03-2001-D DESERT SAN 03-9001-D DESERT COI Fund Type Total Special Assessment Taxing Authority 68-4556-FC COACHELL 68-4612-FC AD COACHI 68-2586-FC PALM DESE	DISTRICT STATE WTR PROJ NDS UNIFIED SCHOOL MMUNITY COLLEGE A VALLEY MOSQUITO & RIFA ELLA VALLEY RC/PK 93-1		See Phone List Phone See Phone List See Phone List See Phone List Phone See Phone List	1.000000000 % 1.000000000 % Net Rate 0.110000000 % 0.0750000000 % 0.0395000000 % 0.2245000000 % Net Rate NA	\$3,182.62 \$3,182.62 Net Tax \$350.09 \$238.70 \$125.71 \$714.50 Net Tax \$7.90
Taxing Authority D1-0000-GP GENERAL M Fund Type Total Debt Taxing Authority 04-4821-D CV WATER D 03-2001-D DESERT SAM 03-9001-D DESERT COI Fund Type Total Special Assessment Taxing Authority 68-4556-FC COACHELL 68-4612-FC AD COACHI 68-2586-FC PALM DESE 68-4836-FC CVWD SEM	DISTRICT STATE WTR PROJ NDS UNIFIED SCHOOL MMUNITY COLLEGE A VALLEY MOSQUITO & RIFA ELLA VALLEY RC/PK 93-1 ERT EMG SRV		See Phone List Phone See Phone List See Phone List See Phone List See Phone List See Phone List See Phone List	1.000000000 % 1.000000000 % Net Rate 0.110000000 % 0.075000000 % 0.039500000 % 0.224500000 % Net Rate NA NA NA	\$3,182.62 \$3,182.62 Net Tax \$350.09 \$238.70 \$125.71 \$714.50 Net Tax \$7.90 \$9.90 \$60.00
Taxing Authority 01-0000-GP GENERAL I Fund Type Total Debt Taxing Authority 04-4821-D CV WATER D 03-2001-D DESERT SAN 03-9001-D DESERT COI Fund Type Total Special Assessment Taxing Authority 68-4556-FC COACHELL 68-4612-FC AD COACHI 68-2586-FC PALM DESE 68-4836-FC CVWD SEW Fund Type Total	DISTRICT STATE WTR PROJ NDS UNIFIED SCHOOL MMUNITY COLLEGE A VALLEY MOSQUITO & RIFA ELLA VALLEY RC/PK 93-1 ERT EMG SRV		See Phone List Phone See Phone List See Phone List See Phone List See Phone List See Phone List See Phone List	1.000000000 % 1.000000000 % Net Rate 0.110000000 % 0.075000000 % 0.039500000 % 0.224500000 % Net Rate NA NA NA	\$3,182.62 \$3,182.62 Net Tax \$350.09 \$238.70 \$125.71 \$714.50 Net Tax \$7.90 \$9.90 \$60.00 \$295.44
Taxing Authority 01-0000-GP GENERAL F Fund Type Total Debt Taxing Authority 04-4821-D CV WATER D 03-2001-D DESERT SAN 03-9001-D DESERT COI Fund Type Total Special Assessment Taxing Authority 68-4556-FC COACHELL 68-4612-FC AD COACHI 68-2586-FC PALM DESE 68-4836-FC CVWD SEW Fund Type Total Total	DISTRICT STATE WTR PROJ NDS UNIFIED SCHOOL MMUNITY COLLEGE A VALLEY MOSQUITO & RIFA ELLA VALLEY RC/PK 93-1 ERT EMG SRV	applied to the land value on	See Phone List See Phone List	1.000000000 % 1.000000000 % Net Rate 0.110000000 % 0.075000000 % 0.2245000000 % Net Rate NA NA NA NA	\$3,182.62 \$3,182.62 Net Tax \$350.09 \$238.70 \$125.71 \$714.50 Net Tax \$7.90 \$9.90 \$60.00 \$295.44 \$373.24
Taxing Authority 01-0000-GP GENERAL F Fund Type Total Debt Taxing Authority 04-4821-D CV WATER D 03-2001-D DESERT SAN 03-9001-D DESERT COI Fund Type Total Special Assessment Taxing Authority 68-4556-FC COACHELL 68-4556-FC CACHELL 68-4612-FC AD COACHI 68-2586-FC PALM DESE 68-4836-FC CVWD SEW Fund Type Total Total OTE Tax Authority Districts	DISTRICT STATE WTR PROJ NDS UNIFIED SCHOOL MMUNITY COLLEGE A VALLEY MOSQUITO & RIFA ELLA VALLEY RC/PK 93-1 ERT EMG SRV /ER SERVICE CHARGE ID80	applied to the land value on	See Phone List See Phone List	1.000000000 % 1.000000000 % Net Rate 0.110000000 % 0.075000000 % 0.2245000000 % Net Rate NA NA NA NA	\$3,182.62 \$3,182.62 Net Tax \$350.09 \$238.70 \$125.71 \$714.50 Net Tax \$7.90 \$9.90 \$60.00 \$295.44 \$373.24
Taxing Authority 01-0000-GP GENERAL F Fund Type Total Debt Taxing Authority 04-4821-D CV WATER D 03-2001-D DESERT SAN 03-9001-D DESERT COI Fund Type Total Special Assessment Taxing Authority 68-4556-FC COACHELL 68-4556-FC CACHELL 68-4612-FC AD COACHI 68-2586-FC PALM DESE 68-4836-FC CVWD SEW Fund Type Total Total OTE Tax Authority Districts	DISTRICT STATE WTR PROJ NDS UNIFIED SCHOOL MMUNITY COLLEGE A VALLEY MOSQUITO & RIFA ELLA VALLEY RC/PK 93-1 ERT EMG SRV /ER SERVICE CHARGE ID80	applied to the land value on	See Phone List See Phone List	1.000000000 % 1.000000000 % Net Rate 0.110000000 % 0.075000000 % 0.2245000000 % Net Rate NA NA NA NA	\$3,182.62 \$3,182.62 Net Tax \$350.09 \$238.70 \$125.71 \$714.50 Net Tax \$7.90 \$9.90 \$60.00 \$295.44 \$373.24
03-2001-D DESERT SAN 03-9001-D DESERT COI Fund Type Total Special Assessment Taxing Authority 68-4556-FC COACHELL 68-4612-FC AD COACHI 68-2586-FC PALM DESE 68-4836-FC CVWD SEW Fund Type Total Total NOTE: Tax Authority Districts Payments	DISTRICT STATE WTR PROJ NDS UNIFIED SCHOOL MMUNITY COLLEGE A VALLEY MOSQUITO & RIFA ELLA VALLEY RC/PK 93-1 ERT EMG SRV /ER SERVICE CHARGE ID80 28-5251, 28-5275 and 28-5291 are of		See Phone List See Phone List	1.000000000 % 1.000000000 % 0.110000000 % 0.0395000000 % 0.2245000000 % Net Rate NA NA NA NA NA	\$3,182.62 \$3,182.62 Net Tax \$350.09 \$238.70 \$125.71 \$714.50 Net Tax \$7.90 \$9.90 \$60.00 \$295.44 \$373.24 \$4,270.36

2021

2021004039084

Payment

B21.714858

4/4/2022

\$2,135.18

ear	Projects/Areas	Est. Ann	nual Cost	Notes/Comments	
		Per			
		HOA	Homeowner		
1 1.1 HO	A Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)	
023-24) 1.11 Opt	erating Expenditures			The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL	
				transaction records for areas specific to Mills Act; will be updated with GL actu	
GL Acct Co	ode			over City 2023-24 fiscal year (07/01-06/30)	
7080	Landscape Contract	43,200.00	1800.00	Maintain and improve current landscape incl. ad hoc irrigation repairs	
7091	Seed, Fertlizer, Plants	4,320.01	180.00	Replace and care for turf and plants	
7100	Landscape Repairs & Maint	3,235.03	134.79	Repairs and replacement to landscape elements	
7120	Irrigation Repairs	2,940.43	122.52	Repairs to 60 year old Irrigation system which covers 3 acres	
7121	Lighting Repairs & Maint	1,973.76	82.24	Maintain historic lighting infrastructure	
7130	Pool Contract	3,900.00	162.50	 Cleaning & upkeep to ensure proper chemical levels to preserve pool 	
7140	Pool & Spa Repairs	1,450.00	60.42	 Specific pool and pool equipment related repairs 	
7150	Pest Control	1,985,98	82.75	 Prevent pest infestation/damage to buildings, structures and fixtures 	
7190	Tree Trimming	3,585.00	149.38	 Palm tree trimming to ensure healthand appearnance of plants 	
7210	Common Area Repairs	1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting 	
	Subtotal	68,042.84	2,835.12		
1.12 Res	erve Expenditures			Forecasted reserve expenditures by year from April 2022 Reserve Analysis Repo	
				select categories specific to Mills Act; will be updated with actual expenditures	
				over City 2023-24 fiscal year (07/01-06/30)	
	Asphalt - Seal Coat	2,296.79	95.70	• Seal coat all asphalt (13,117 SF), incl. Pitahaya St. parking area.	
	Grounds - Common Area	3,605.00	150.21	 Misc. reserve expenditures (fans, trash recepticles and gates, carports) 	
	Grounds - Mailboxes	3,605.00	150.21	Replace two (2) mailboxes	
	Irrigation - System Renovation, Phase 2	19,570.00	815.42	 Major renovation to irrigation system in four (4) phases 	
	Painting - Wrought Iron	4,635.00	193.13	 Paint the perimeter fencing and (13) light poles. 	
	Pool Area - Extras	515.00	21.46	• Misc pool/pool area related repair (eg. pool mastic)	
	Subtotal	34,226.79	1,426.12	······	
	Subtotal (HOA)	68,042.84	2,835.12		
	_				
1.2 Spe	cific Homeowner Projects				
	Repair Sunflap and Exterior Wood		\$ 3,000.00		
	Replace Front Door and Hardward		\$ 1,200.00		
	General Repairs and Maintenance	N/A	\$1,000.00		
	New Master Bath Toilet	N/A	\$1,000.00		
	Subtotal (Homeowner)	N/A	6,200.00		
		INV.A.	0,200.00		
	Total		9,035.12		
	Total		0,000122		

ar	Projects/Areas		Est. Annual Cost Per		Notes/Comments
		НОА		Homeowner	- 2019년 - 1919년 - 1919년 - 1919년 - 1919년 - 1919년 - 1919년
2.1 HOA	Annual Maintenance/Repairs				Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
and the second diversion of th	rating Expenditures				The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL transaction records for areas specific to Mills Act; will be updated with GL actu
GL Acct Code	<u>_</u>				over City 2024-25 fiscal year (07/01-06/30)
7080	Landscape Contract	43,200	0.00	1800.00	 Maintain and improve current landscape incl. ad hoc irrigation repairs
7091	Seed, Fertlizer, Plants	4,320),01	180.00	 Replace and care for turf and plants
7100	Landscape Repairs & Maint	3,239	.03	134.79	 Repairs and replacement to landscape elements
7120	Irrigation Repairs	2,940	1.43	122.52	 Repairs to 60 year old Irrigation system which covers 3 acres
7121	Lighting Repairs & Maint	1,973	1.76	82.24	 Maintain historic lighting infrastructure
7130	Pool Contract	3,900	0.00	162.50	 Cleaning & upkeep to ensure proper chemical levels to preserve pool
7140	Pool & Spa Repairs	1,450	00.0	60.42	 Specific pool and pool equipment related repairs
7150	Pest Control	1,985	.98	82.75	 Prevent pest infestation/damage to buildings, structures and fixtures
7190	Tree Trimming	3,585	.00	149.38	 Palm tree trimming to ensure healthand appearnance of plants
7210	Common Area Repairs	1,452	.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
	Si	ubtotal 68,042	.84	2,835.12	
2.12 Res	erve Expenditures				Forecasted reserve expenditures by year from April 2022 Reserve Analysis Rep
					select categories specific to Mills Act; will be updated with actual expenditure over City 2024-25 fiscal vear (07/01-06/30)
	Grounds - Common Area	3,713	.15	154.71	Misc. reserve expenditures (fans, trash recepticles and gates, carports)
	Irrigation - System Renovation, Phase 3	21,218	00	884.08	Major renovation to irrigation system in four (4) phases
	Pool Area - Extras		.45	22.10	Misc pool/pool area related repair (eg. pool mastic)
	Pool Area - Pool, Replaster	27,695		1153.99	Replaster the pool and replace the tile.
	A CONTRACTOR AND A	ubtotal 53,157	-	2,214.89	• Replaster the poor and replace the file.
	Subtotal	(HOA) 121,200	30	5,050.01	
	Subtotal	(IIOA) <u>III,200</u>		3,030.01	
2.2 Spe	cific Homeowner Projects				
	Replace Clear Story Windows		ç	\$ 1,500.00	
	Redo all Window Caulking		4	\$ 1,000.00	
	Install new HVAC	1	1/A	\$12,000.00	
	Subtotal (Homeov		N/A	14,500.00	

ear	Projects/Areas		nual Cost Per	Notes/Comments
11. 11. 11. 18 T. 1		HOA	Homeowner	
3 3.1 HO	A Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
3.11 Op	erating Expenditures			The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL transaction records for areas specific to Mills Act; will be updated with GL actu
GL Acct Coo				over City 2025-26 fiscal year (07/01-06/30)
7080	Landscape Contract	43,200.00		 Maintain and improve current landscape incl. ad hoc irrigation repairs
7091	Seed, Fertlizer, Plants	4,320.01		 Replace and care for turf and plants
7100	Landscape Repairs & Maint	3,235.03		 Repairs and replacement to landscape elements
7120	Irrigation Repairs	2,940.43		 Repairs to 60 year old Irrigation system which covers 3 acres
7121	Lighting Repairs & Maint	1,973.76		 Maintain historic lighting infrastructure
7130	Pool Contract	3,900.00		 Cleaning & upkeep to ensure proper chemical levels to preserve pool
7140	Pool & Spa Repairs	1,450.00		 Specific pool and pool equipment related repairs
7150	Pest Control	1,985.98		 Prevent pest infestation/damage to buildings, structures and fixtures
7190	Tree Trimming	3,585.00	149.38	 Palm tree trimming to ensure healthand appearnance of plants
7210	Common Area Repairs	1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
	Subtotal	68,042.84	2,835.12	
3.12 Res	erve Expenditures			Forecasted reserve expenditures by year from April 2022 Reserve Analysis Rep
				select categories specific to Mills Act; will be updated with actual expenditures
				over City 2025-26 fiscal year (07/01-06/30)
	Grounds - Common Area	3,824.54	159.36	 Misc. reserve expenditures (fans, trash recepticles and gates, carports)
	Grounds - Entry Gates, Wrought Iron	7,430.54	309.61	 Replace the wrought iron entry gates and locks
	Irrigation - System Renovation, Phase 4	21,854.54	910.61	 Major renovation to irrigation system in four (4) phases
	Pool Area - Extras	546.36	22.77	 Misc pool/pool area related repair (eg. pool mastic)
	Subtotal	33,655.98	1,402.33	
	Subtotal (HOA)	101,698.82	4,237.45	
	-			
3.2 Spe	cific Homeowner Projects			
	Remodel Master Bath	N/A	5,000.00	 Replace carpeting with porcelain flooring
	Add bathroom air vents (2)	N/A	1,000.00	Remove popcorn ceiling
	Add alarm System and Cameras	N/A	1,500.00	
	Subtotal (Homeowner)	N/A	7,500.00	
	T-+		44 777 45	
	Total		11,737.45	

/ear	Projects/Areas	Est. Annual Cost Per		Notes/Comments
		HOA	Homeowner	
4 4.1 HO	A Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
and the second distance of the second distanc	erating Expenditures			The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL transaction records for areas specific to Mills Act; will be updated with GL actu
GL Acct Co	de			over City 2026-27 fiscal year (07/01-06/30)
7080	Landscape Contract	43,200.00	1800.00	 Maintain and improve current landscape incl. ad hoc irrigation repairs
7091	Seed, Fertlizer, Plants	4,320.01	180.00	Replace and care for turf and plants
7100	Landscape Repairs & Maint	3,235.03	134.79	 Repairs and replacement to landscape elements
7120	Irrigation Repairs	2,940.43	122.52	 Repairs to 60 year old Irrigation system which covers 3 acres
7121	Lighting Repairs & Maint	1,973.76	82.24	 Maintain historic lighting infrastructure
7130	Pool Contract	3,900.00	162.50	 Cleaning & upkeep to ensure proper chemical levels to preserve pool
7140	Pool & Spa Repairs	1,450.00	60.42	 Specific pool and pool equipment related repairs
7150	Pest Control	1,985.98	82.75	 Prevent pest infestation/damage to buildings, structures and fixtures
7190	Tree Trimming	3,585.00	149.38	 Palm tree trimming to ensure healthand appearnance of plants
7210	Common Area Repairs	1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
	Subtotal	68,042.84	2,835.12	
4.12 Res	erve Expenditures			Forecasted reserve expenditures by year from April 2022 Reserve Analysis Repo
				select categories specific to Mills Act; will be updated with actual expenditures
				over City 2026-27 fiscal year (07/01-06/30)
	Grounds - Common Area	3,939.28	164.14	 Misc. reserve expenditures (fans, trash recepticles and gates, carports)
	Grounds - Shuffleboard	1,575.71	65.65	 Resurface the shuffleboard court.
	Grounds - Surveillance System	7,315.81	304.83	 Replace surveillance system (four dome cameras and one DVR)
	Pool Area - Extras	562.75	23.45	 Misc pool/pool area related repair (eg. pool mastic)
	Subtotal	13,393.55	558.06	
	Subtotal (HOA)	81,436.39	3,393.18	
4.2.5	=			
4.2 Spe	cific Homeowner Projects			
	Remodel Kitchen and Appliances		\$ 18,000.00	
	Repaint LR DR Kitchen Ceilings	N/A	950.00	
	Subtotal (Homeowner) =	N/A	18,950.00	

'ear	Pro	Projects/Areas		nual Cost	Notes/Comments
				Per	
			HOA	Homeowner	
5 5 (27-28)	.1 HOA Annual Maintenance	e/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
	.11 Operating Expenditures				The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL transaction records for areas specific to Mills Act; will be updated with GL actu
G	5L Acct Code				over City 2027-28 fiscal year (07/01-06/30)
	7080 Landscape Contract		43,200.00	1800.00	 Maintain and improve current landscape incl. ad hoc irrigation repairs
	7091 Seed, Fertlizer, Plants		4,320.01	180.00	 Replace and care for turf and plants
	7100 Landscape Repairs & N	laint	3,235.03	134.79	 Repairs and replacement to landscape elements
	7120 Irrigation Repairs		2,940.43	122.52	 Repairs to 60 year old Irrigation system which covers 3 acres
	7121 Lighting Repairs & Mai	nt	1,973.76	82.24	 Maintain historic lighting infrastructure
	7130 Pool Contract		3,900.00	162.50	 Cleaning & upkeep to ensure proper chemical levels to preserve pool
	7140 Pool & Spa Repairs		1,450.00	60.42	 Specific pool and pool equipment related repairs
	7150 Pest Control		1,985.98	82.75	 Prevent pest infestation/damage to buildings, structures and fixtures
	7190 Tree Trimming		3,585.00	149.38	 Palm tree trimming to ensure healthand appearnance of plants
	7210 Common Area Repairs		1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
		Subtotal	68,042.84	2,835.12	
5.	.12 Reserve Expenditures				Forecasted reserve expenditures by year from April 2022 Reserve Analysis Repo
					select categories specific to Mills Act; will be updated with actual expenditures
					over Citv 2027-28 fiscal vear (07/01-06/30)
	Grounds - Common Are	3	4,057.46	169.06	 Misc. reserve expenditures (fans, trash recepticles and gates, carports)
	Painting - Trim		11,685.48	486.90	 Paint the wood and metal trim of the units
	Painting - Wrought Iron		5,216.73	217.36	 Paint the perimeter fencing and (13) light poles.
	Pool Area - Extras		579.64	24.15	 Misc pool/pool area related repair (eg. pool mastic)
	Pool Area - Pool, Heater	_	4,173.39	173.89	 Replace the Raypack pool heater
		Subtotal	25,712.70	1,071.36	
		Subtotal (HOA)	93,755.54	3,906.48	
5	.2 Specific Homeowner Proj	ects			
5	Resurface Roof		N/A	3,000.00	 Add laundry door, replace faucet, replace lighting
	Repaint Bedrooms and Bat	h	N/A	3,000.00	Full interior repainting
	hepatite bedrooms and bar	Subtotal (Homeowner)	AT LA		• Fun incertor repairting
		=	N/A	6,000.00	
				A STATE OF A	

lear	Projects/Areas	Est. Annual Cost		Notes/Comments	
			Per		
		HOA	Homeowner		
6 6.1 HC	DA Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)	
and the party of t	perating Expenditures			The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL	
				transaction records for areas specific to Mills Act; will be updated with GL actua	
GL Acct Co	ode			over City 2028-29 fiscal year (07/01-06/30)	
7080	Landscape Contract	43,200.00	1800.00	Maintain and improve current landscape incl. ad hoc irrigation repairs	
7091	Seed, Fertlizer, Plants	4,320.01	180.00	 Replace and care for turf and plants 	
7100	Landscape Repairs & Maint	3,235.03	134.79	 Repairs and replacement to landscape elements 	
7120	Irrigation Repairs	2,940.43	122.52	 Repairs to 60 year old Irrigation system which covers 3 acres 	
7121	Lighting Repairs & Maint	1,973.76	82.24	 Maintain historic lighting infrastructure 	
7130	Pool Contract	3,900.00	162.50	 Cleaning & upkeep to ensure proper chemical levels to preserve pool 	
7140	Pool & Spa Repairs	1,450.00	60.42	 Specific pool and pool equipment related repairs 	
7150	Pest Control	1,985.98	82.75	 Prevent pest infestation/damage to buildings, structures and fixtures 	
7190	Tree Trimming	3,585,00	149.38	 Palm tree trimming to ensure healthand appearnance of plants 	
7210	Common Area Repairs	1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting 	
	Subtotal	68,042.84	2,835.12		
6.12 Re	serve Expenditures			Forecasted reserve expenditures by year from April 2022 Reserve Analysis Report	
				select categories specific to Mills Act; will be updated with actual expenditures	
				over City 2028-29 fiscal year (07/01-06/30)	
	Asphalt - Seal Coat	2,662.61	110.94	 Seal coat all asphalt (13,117 SF), incl. Pitahaya St. parking area. 	
	Grounds - Common Area	4,179.18	174.13	 Misc. reserve expenditures (fans, trash recepticles and gates, carports) 	
	Irrigation - Controllers (2017)	1,910.48	79.60	Replace the five (2) controllers installed in 2017	
	Pool Area - Extras	597.03	24.88	 Misc pool/pool area related repair (eg. pool mastic) 	
	Subtotal	9,349.30	389.55		
	Subtotal (HOA)	77,392.14	3,224.67		
6250	ecific Homeowner Projects				
0.2 50	Remodel Guest Bathroom	N/A	15,000.00		
	_				
	Subtotal (Homeowner) _	N/A	15,000.00		
	Total		18,224.67		

'ear	Projects/Areas	Est. Anı	nual Cost	Notes/Comments
			Per	
		HOA	Homeowner	
7 029-30) 7.1 HO	A Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
	erating Expenditures			The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL
				transaction records for areas specific to Mills Act; will be updated with GL actu
GL Acct Co	de			over City 2029-30 fiscal year (07/01-06/30)
7080	Landscape Contract	43,200.00	1800.00	 Maintain and improve current landscape incl. ad hoc irrigation repairs
7091	Seed, Fertlizer, Plants	4,320.01	180.00	Replace and care for turf and plants
7100	Landscape Repairs & Maint	3,235.03	134.79	 Repairs and replacement to landscape elements
7120	Irrigation Repairs	2,940.43	122.52	 Repairs to 60 year old Irrigation system which covers 3 acres
7121	Lighting Repairs & Maint	1,973.76	82.24	Maintain historic lighting infrastructure
7130	Pool Contract	3,900.00	162.50	Cleaning & upkeep to ensure proper chemical levels to preserve pool
7140	Pool & Spa Repairs	1,450.00	60.42	 Specific pool and pool equipment related repairs
7150	Pest Control	1,985.98	82.75	 Prevent pest infestation/damage to buildings, structures and fixtures
7190	Tree Trimming	3,585.00	149.38	 Palm tree trimming to ensure healthand appearnance of plants
7210	Common Area Repairs	1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
	Subtotal	68,042.84	2,835.12	
7.12 Re:	serve Expenditures			Forecasted reserve expenditures by year from April 2022 Reserve Analysis Repo
				select categories specific to Mills Act; will be updated with actual expenditures
				over City 2029-30 fiscal year (07/01-06/30)
	Grounds - Common Area	4,304.56	179.36	7
	Pool Area - Extras	614.94	25.62	 Misc pool/pool area related repair (eg. pool mastic)
	Subtotal	4,919.50	204.98	
	Subtotal (HOA)	72,962.34	3,040.10	
	=			
7.2 Spe	ecific Homeowner Projects			
	Redo Master Bedroom Closets		\$ 1,200.00	
	Replace Storage Cabinets Doors Private Patio		\$ 2,000.00	
	Relocate Washer and Dryer To Private Patio	N/A	\$2,000.00	
	Subtotal (Homeowner)	N/A	5,200.00	

ear	Projects/Areas	Est. Annual Cost		Notes/Comments
			Per	
		HOA	Homeowner	
8 8.1 HO	A Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
A chevranthe des fameral	erating Expenditures			The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL transaction records for areas specific to Mills Act; will be updated with GL actue
GL Acct Coo	le			over City 2030-31 fiscal year (07/01-06/30)
7080	Landscape Contract	43,200.00	1800.00	 Maintain and improve current landscape incl. ad hoc irrigation repairs
7091	Seed, Fertlizer, Plants	4,320.01	180.00	 Replace and care for turf and plants
7100	Landscape Repairs & Maint	3,235.03	134.79	 Repairs and replacement to landscape elements
7120	Irrigation Repairs	2,940.43	122.52	 Repairs to 60 year old Irrigation system which covers 3 acres
7121	Lighting Repairs & Maint	1,973.76	82.24	 Maintain historic lighting infrastructure
7130	Pool Contract	3,900.00	162.50	 Cleaning & upkeep to ensure proper chemical levels to preserve pool
7140	Pool & Spa Repairs	1,450.00	60.42	 Specific pool and pool equipment related repairs
7150	Pest Control	1,985.98	82.75	 Prevent pest infestation/damage to buildings, structures and fixtures
7190	Tree Trimming	3,585.00	149.38	 Palm tree trimming to ensure healthand appearnance of plants
7210	Common Area Repairs	1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
	Subtotal	68,042.84	2,835.12	
8.12 Res	erve Expenditures			Forecasted reserve expenditures by year from April 2022 Reserve Analysis Repo
				select categories specific to Mills Act; will be updated with actual expenditures over City 2030-31 fiscal year (07/01-06/30)
	Grounds - Common Area	4,433.70	184.74	 Misc. reserve expenditures (fans, trash recepticles and gates, carports)
	Painting - Pool Cabana	3,800.31	158.35	• x
	Pool Area - Extras	633.39	26.39	 Misc pool/pool area related repair (eg. pool mastic)
	Subtotal	8,867.40	369.48	
		76,910.24	3,204.59	
	=			
8.2 Spe	cific Homeowner Projects			
	Replace all sliding glass doors		\$ 4,500.00	
	General Maintenance and Repairs	N/A	\$1,200.00	
	Subtotal (Homeowner)	N/A	5,700.00	

fear	Projects/Areas	Est. Ani	nual Cost	Notes/Comments
			Per	
	and the state of the	HOA	Homeowner	
9 9.1 H	DA Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
9.11 0	perating Expenditures			The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL transaction records for areas specific to Mills Act; will be updated with GL actu
GL Acct (over City 2031-32 fiscal year (07/01-06/30)
7080	Landscape Contract	43,200.00		Maintain and improve current landscape incl. ad hoc irrigation repairs
7091	Seed, Fertlizer, Plants	4,320.01		Replace and care for turf and plants
7100	Landscape Repairs & Maint	3,235.03		Repairs and replacement to landscape elements
7120	Irrigation Repairs	2,940.43		Repairs to 60 year old Irrigation system which covers 3 acres
7121	Lighting Repairs & Maint	1,973.76		Maintain historic lighting infrastructure
7130	Pool Contract	3,900.00		Cleaning & upkeep to ensure proper chemical levels to preserve pool
7140	Pool & Spa Repairs	1,450.00		Specific pool and pool equipment related repairs
7150	Pest Control	1,985.98		 Prevent pest infestation/damage to buildings, structures and fixtures
7190	Tree Trimming	3,585.00		 Palm tree trimming to ensure healthand appearnance of plants
7210	Common Area Repairs Subtotal	1,452.63 68,042.84		 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
9.12 R	eserve Expenditures	001012101	2,000112	Forecasted reserve expenditures by year from April 2022 Reserve Analysis Repo
				select categories specific to Mills Act; will be updated with actual expenditures over City 2031-32 fiscal year (07/01-06/30)
	Grounds - Common Area	4,566.71	190.28	 Misc. reserve expenditures (fans, trash recepticles and gates, carports)
	Painting - Wrought Iron	5,871.48	244.65	 Paint the perimeter fencing and (13) light poles.
	Pool Area - Extras	652.39	27.18	 Misc pool/pool area related repair (eg. pool mastic)
	Subtotal	11,090.58	462.11	
	Subtotal (HOA)	79,133.42	3,297.23	
9250	ecific Homeowner Projects			
5.2 54	New Tile at exterior Patio flooring	N/A	5,000.00	
	Subtotal (Homeowner)	N/A	5,000.00	
	Total		8,297.23	

ear	Projects/Areas	Est. Ani	nual Cost	Notes/Comments
			Per	
		HOA	Homeowner	
0 10.1 H	IOA Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
	Operating Expenditures			The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL transaction records for areas specific to Mills Act; will be updated with GL actu
GL Acct C	nde			over City 2032-33 fiscal year (07/01-06/30)
7080	Landscape Contract	43,200.00	1800.00	 Maintain and improve current landscape incl. ad hoc irrigation repairs
7091	Seed, Fertlizer, Plants	4,320.01		Replace and care for turf and plants
7100	Landscape Repairs & Maint	3,235.03		Repairs and replacement to landscape elements
7120	Irrigation Repairs	2,940.43		Repairs to 60 year old Irrigation system which covers 3 acres
7121	Lighting Repairs & Maint	1,973.76		Maintain historic lighting infrastructure
7130	Pool Contract	3,900.00		Cleaning & upkeep to ensure proper chemical levels to preserve pool
7140	Pool & Spa Repairs	1,450.00	60.42	 Specific pool and pool equipment related repairs
7150	Pest Control	1,985.98		 Prevent pest infestation/damage to buildings, structures and fixtures
7190	Tree Trimming	3,585.00	149.38	 Palm tree trimming to ensure healthand appearnance of plants
7210	Common Area Repairs	1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
	Subtotal	68,042.84	2,835.12	
10.12 R	eserve Expenditures			Forecasted reserve expenditures by year from April 2022 Reserve Analysis Rep
				select categories specific to Mills Act; will be updated with actual expenditure:
	Grounds - Common Area	4,703.71	195.99	 over City 2032-33 fiscal year (07/01-06/30) Misc. reserve expenditures (fans, trash recepticles and gates, carports)
	Painting - Trim	13,546.68		Paint the wood and metal trim of the units
	Painting - Units, Stucco & Trim	54,159.83		Paint the wood and metal time of the diffus Paint residential units exteriors
	Pool Area - Extras	671.96		Misc pool/pool area related repair (eg. pool mastic)
	Pool Area - Pool, Pump	2,217.46		Replace the Pentair Intelle-Flo variable speed pool pump
	Subtotal	75,299.64	3,137.49	in replace the rental intene rio tanable spece poor pump
	Subtotal (HOA)	143,342.48	5,972.60	
10.2 S	pecific Homeowner Projects			
	Replace interior Floorings	N/A	10,000.00	 Add electrical outlets on both patio and courtyard
	Subtotal (Homeowner)	N/A	10,000.00	
	Total		15,972.60	

	ect Improvement Plan	#REF!	unl Cont	N
Year	Projects/Areas	Est. Ann	Per Homeowner	Notes/Comments
1		HOA	nomeowner	
0 Year Innual	11.1 HOA Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
verage	11.11 Operating Expenditures			The amounts show are based on 2021 Sandpiper 3 on El Paseo HOA ("Circle 3")
	Total 10 Years		28,351.18	transaction records for areas specific to Mills Act; will be updated with yearly G actuals
	10 Yr Average/Year	68,042.34	2,835.12	
	11.12 Reserve Expenditures			
	Total 10 Years		11,236.37	From April 2022 Reserve Analysis Report forecasted expenditures - select categories specific to Mills Act; will be updated with actual yearly expenditures
	10 Yr Average/Year	20,007.20	1,123.64	
	Combined 10 View		20 507 55	
	Combined 10 Years 10 Yr Average/Year Subtotal (HOA)	750,101-30 95,010-13	39,587.55 3,958.76	
	11.2 Specific Homeowner Projects			
	10 Yr Subtotal	N/A	94,050.00	
	10 Yr Average/Year Subtotal (Homeowner)	N/A	9,405.00	
	10 Yr.Total/Homeowner	N/A	133,637.55	
	Total 10 Yr. Average/Year	N/A	13,363.76	



363 SANDPIPER PALM DESERT CA. 92260

OWNER CATHERINE MULTLUR "LOT 76" Item 1J-157





- 2. Application Form
- 3. Copy of the grant deed, including a complete legal description
- 4. 10-Year Property Improvement Plan
- 5. Photographs
- 6. Site plan

7. Non-refundable application fee of \$318.00



City of Palm Desert Department of Building and Safety MILLS ACT HISTORIC PROPERTY CONTRACT APPLICATION

73-510 Fred Waring Drive · Palm Desert · California · 92260 · (760) 776-6420 · Fax (760) 776-6392

Property Owner Information:

Name: CATHERINE ANN MULFLUR
Address: 363 SAND PIPER
City: PALM DEFEIZT State: CA Zip: 92260
Phone: (HM) 818.398-1646 (WK) Some. Email: Content NULFLUR DESIGN
Compil.com
Property Information:
Address of Property: 363 SANDPIPER PALM DESERT CA. 92260. Assessor's Parcel No(s): (AO260007 (PRORATA SHARE OF COMMON AREA 640260025
Assessor's Parcel No(s): (AO 260007 (PRORATA SHARE OF COMMON AREA 64026025
Legal Description (attach additional sheets if necessary):
Date of Purchase by Current owner: DECEMBER 6209
Use of Property: VACATION HOME

Eligibility for the Mills Act Program:

A property must be designated and recorded with the Riverside County Recorder at the time an application is submitted. Please check the designation(s) that apply to the property:

- M M
 - City Historic Landmark
 - Contributor to a City Historic District
 - National Register of Historic Places (individually listed)
 - National Register of Historic Places (contributor to a historic district)
 - National Historic Landmark

Name of Historic District (if applicable):	SANDPIPER CONDOMINIUMS	(HISTOPIC STE#4)
Date of Designation:FEB 10,		

Property Owner Consent: I am (we are) the present owner(s) of the property described above and hereby apply for consideration for a Mills Act Historic Property Contract

Signature of Property O mer

Date

Signature of Property Owner

For Office Use:

Mills Act Application

RECORDING REQUESTED BY: Orange Coast Title of California

AND WHEN RECORDED MAIL TO:

Catherine Mulflur 3826 SW Lyle Court Portland, OR 97221

-2 KH0670

Title Order No.: 2046670-10 AP#: 640-260-007-9 TRA: 018-006

DOC # 2019-0519737

12/16/2019 04:18 PM Fees: \$17.00 Page 1 of 2 Recorded in Official Records County of Riverside Peter Aldana Assessor-County Clerk-Recorder

This document was electronically submitted to the County of Riverside for recording Receipted by: KAREN #277

T۲	IIS SPACE FOR	RECOR	DER'S	USE	ONLY:
	Esci	row No.:	19141	1-TB	

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$346.50

[X] computed on full value of property conveyed, or

[] computed on full value less value of liens or encumbrances remaining at time of sale.

[] Unincorporated area [X] City of Palm Desert AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Janet L. Coffyn, Trustee of the Janet L. Coffyn Trust Agreement Dated November 8, 2005

hereby GRANT(s) to:

Catherine Ann Mulflur, an Unmarried Woman

the real property in the City of Palm Desert, County of Riverside, State of California, described as: LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF Also Known as: 363 Sandpiper Street, Palm Desert, CA 92260

Dated November 5, 2019

The Janet L. Coffyn Trust Agreement Dated November 8, 2005

Janet L. Coffyn, Trustee By:

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 Drangt	
	ann (reten A Notary Public personally
appeared to part 1 (Art V lo.	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 author	rized 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 th	e State of California that the foregoing paragraph is true and
correct.	
WITNESS my hand and official seal.	MORGAN GREEN Notary Public - California
· · · · · ·	2 Orange County
	Commission # 2189902
Signature Mogan freen (Seal) My Comm, Expires Apr 7, 2021

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS SHOWN ABOVE:

Item 1J-162

Exhibit "A"

Lot 76 and an undivided 1/24 interest in Lot 99 of Tract No. 3103, as shown by Map on file in Book 64, Pages 36 to 3B, inclusive of Maps in the office of the Recorder of said County;

Excepting therefrom all that portion of Lot 99 as conveyed to Country Club Cottages, Inc., by Deed Recorded September 1, 1965 as Instrument No. 101369 of Official Records of Riverside County, California.

This must be in red to be a "CERTIFIED COPY"



Certification must be in red to be a "CERTIFIED COPY" 1 . . .

ME ACCOUNT SEARCH	CHECK OUT COUNTY HOME	CONTACT US			
		←BACK BACCOU	NT SUMMARY		
Tax Year 2021					AL STREET
PARCEL N 64026		GEO PARCEL # 640260007		LAST UPDATE 6/14/2022 3:27:07 PM	
Assessment Data					
Description					Value
Net Taxable Value					\$318,262.00
Exemptions					
to Tax Exemptions Records	Found	enzement for - Mi			المراجع المراج
Taxing Agencies					a de la composition
			Phone	Net Rate	Net Tax
Taxing Authority 01-0000-GP GENERAL I	PURPOSE		Phone See Phone List	1.000000000 %	\$3,182.62
Taxing Authority 01-0000-GP GENERAL I Fund Type Total	PURPOSE				
Taxing Authority 01-0000-GP GENERAL I Fund Type Total Debt	PURPOSE			1.000000000 % 1.000000000 %	\$3,182.62 \$3,182.62
Taxing Authority 01-0000-GP GENERAL I Fund Type Total Debt Taxing Authority	PURPOSE DISTRICT STATE WTR PROJ		See Phone List	1.000000000 %	\$3,182.62
Taxing Authority D1-0000-GP GENERAL I Fund Type Total Debt Taxing Authority D4-4821-D CV WATER D	DISTRICT STATE WTR PROJ		See Phone List Phone	1.0000000000 % 1.0000000000 % Net Rate	\$3,182.62 \$3,182.62 Net Tax
Taxing Authority D1-0000-GP GENERAL I Fund Type Total Debt Taxing Authority D4-4821-D CV WATER D D3-2001-D DESERT SAM	DISTRICT STATE WTR PROJ NDS UNIFIED SCHOOL		See Phone List Phone See Phone List	1.000000000 % 1.000000000 % Net Rate 0.1100000000 %	\$3,182.62 \$3,182.62 Net Tax \$350.09
Taxing Authority D1-0000-GP GENERAL I Fund Type Total Debt Taxing Authority D4-4821-D CV WATER D D3-2001-D DESERT SAN D3-9001-D DESERT CO	DISTRICT STATE WTR PROJ NDS UNIFIED SCHOOL		See Phone List Phone See Phone List See Phone List	1.000000000 % 1.000000000 % Net Rate 0.110000000 % 0.075000000 %	\$3,182.62 \$3,182.62 Net Tax \$350.09 \$238.70
Taxing Authority D1-0000-GP GENERAL I Fund Type Total Debt Taxing Authority D4-4821-D CV WATER D D3-2001-D DESERT SAN D3-9001-D DESERT COI Fund Type Total Special Assessment	DISTRICT STATE WTR PROJ NDS UNIFIED SCHOOL		See Phone List Phone See Phone List See Phone List See Phone List	1.000000000 % 1.0000000000 % Net Rate 0.110000000 % 0.0750000000 % 0.0395000000 %	\$3,182.62 \$3,182.62 Net Tax \$350.09 \$238.70 \$125.71
Taxing Authority D1-0000-GP GENERAL I Fund Type Total Debt Taxing Authority D4-4821-D CV WATER D D3-2001-D DESERT SAM D3-9001-D DESERT CO Fund Type Total Special Assessment Taxing Authority	DISTRICT STATE WTR PROJ NDS UNIFIED SCHOOL MMUNITY COLLEGE		See Phone List Phone See Phone List See Phone List See Phone List	1.000000000 % 1.000000000 % Net Rate 0.1100000000 % 0.075000000 % 0.0395000000 % 0.2245000000 % Net Rate	\$3,182.62 \$3,182.62 Net Tax \$350.09 \$238.70 \$125.71 \$714.50 Net Tax
Taxing Authority D1-0000-GP GENERAL I Fund Type Total Debt Taxing Authority D4-4821-D CV WATER D D3-2001-D DESERT SAN D3-9001-D DESERT CON Fund Type Total Special Assessment Taxing Authority 58-4556-FC COACHELL	DISTRICT STATE WTR PROJ NDS UNIFIED SCHOOL MMUNITY COLLEGE A VALLEY MOSQUITO & RIFA		See Phone List Phone See Phone List See Phone List See Phone List Phone See Phone List	1.000000000 % 1.000000000 % Net Rate 0.110000000 % 0.075000000 % 0.039500000 % 0.2245000000 % Net Rate NA	\$3,182.62 \$3,182.62 Net Tax \$350.09 \$238.70 \$125.71 \$714.50 Net Tax \$7.90
Taxing Authority D1-0000-GP GENERAL I Fund Type Total Debt Taxing Authority D4-4821-D CV WATER D D3-2001-D DESERT SAN D3-9001-D DESERT COI Fund Type Total Special Assessment Taxing Authority 58-4556-FC COACHELL 58-4612-FC AD COACH	DISTRICT STATE WTR PROJ NDS UNIFIED SCHOOL MMUNITY COLLEGE A VALLEY MOSQUITO & RIFA ELLA VALLEY RC/PK 93-1		See Phone List Phone See Phone List See Phone List See Phone List See Phone List See Phone List	1.000000000 % 1.000000000 % Net Rate 0.110000000 % 0.0395000000 % 0.2245000000 % Net Rate NA NA	\$3,182.62 \$3,182.62 Net Tax \$350.09 \$238.70 \$125.71 \$714.50 Net Tax \$7.90 \$9.90
Taxing Authority D1-0000-GP GENERAL I Fund Type Total Debt Taxing Authority D4-4821-D CV WATER D D3-2001-D DESERT SAM D3-9001-D DESERT COI Fund Type Total Special Assessment Taxing Authority 58-4556-FC COACHELL 58-4612-FC AD COACHILL 58-2586-FC PALM DESE	DISTRICT STATE WTR PROJ NDS UNIFIED SCHOOL MMUNITY COLLEGE A VALLEY MOSQUITO & RIFA ELLA VALLEY RC/PK 93-1 ERT EMG SRV		See Phone List Phone See Phone List See Phone List See Phone List See Phone List See Phone List See Phone List	1.000000000 % 1.000000000 % Net Rate 0.110000000 % 0.075000000 % 0.0395000000 % 0.2245000000 % Net Rate NA NA NA	\$3,182.62 \$3,182.62 Net Tax \$350.09 \$238.70 \$125.71 \$714.50 Net Tax \$7.90 \$9.90 \$60.00
Taxing Authority D1-0000-GP GENERAL I Fund Type Total Debt Taxing Authority D4-4821-D CV WATER D D3-2001-D DESERT SAN D3-9001-D DESERT COI Fund Type Total Special Assessment Taxing Authority 58-4556-FC COACHELL 58-4612-FC AD COACH 58-2586-FC PALM DESE 58-4836-FC CVWD SEW	DISTRICT STATE WTR PROJ NDS UNIFIED SCHOOL MMUNITY COLLEGE A VALLEY MOSQUITO & RIFA ELLA VALLEY RC/PK 93-1		See Phone List Phone See Phone List See Phone List See Phone List See Phone List See Phone List	1.000000000 % 1.000000000 % Net Rate 0.110000000 % 0.0395000000 % 0.2245000000 % Net Rate NA NA	\$3,182.62 \$3,182.62 Net Tax \$350.09 \$238.70 \$125.71 \$714.50 Net Tax \$7.90 \$9.90 \$60.00 \$295.44
Taxing Authority D1-0000-GP GENERAL I Fund Type Total Debt Taxing Authority D4-4821-D CV WATER D D3-2001-D DESERT SAM D3-9001-D DESERT SAM D3-9001-D DESERT COI Fund Type Total Special Assessment Taxing Authority 58-4556-FC COACHELL 58-4612-FC AD COACH D38-2586-FC PALM DESE 58-4836-FC CVWD SEW Fund Type Total	DISTRICT STATE WTR PROJ NDS UNIFIED SCHOOL MMUNITY COLLEGE A VALLEY MOSQUITO & RIFA ELLA VALLEY RC/PK 93-1 ERT EMG SRV		See Phone List Phone See Phone List See Phone List See Phone List See Phone List See Phone List See Phone List	1.000000000 % 1.000000000 % Net Rate 0.110000000 % 0.075000000 % 0.039500000 % 0.2245000000 % Net Rate NA NA NA NA	\$3,182.62 \$3,182.62 Net Tax \$350.09 \$238.70 \$125.71 \$714.50 Net Tax \$7.90 \$9.90 \$60.00 \$295.44 \$373.24
Taxing Authority D1-0000-GP GENERAL I Fund Type Total Debt Taxing Authority 04-4821-D CV WATER D 03-2001-D DESERT SAM 03-9001-D DESERT COI Fund Type Total Special Assessment Taxing Authority 58-4556-FC COACHELL 68-4612-FC AD COACH 68-4636-FC PALM DESE 68-4836-FC CVWD SEW Fund Type Total Total	DISTRICT STATE WTR PROJ NDS UNIFIED SCHOOL MMUNITY COLLEGE A VALLEY MOSQUITO & RIFA ELLA VALLEY RC/PK 93-1 ERT EMG SRV VER SERVICE CHARGE ID80	polied to the land value on	See Phone List See Phone List	1.000000000 % 1.000000000 % Net Rate 0.110000000 % 0.075000000 % 0.0395000000 % 0.2245000000 % Net Rate NA NA NA	\$3,182.62 \$3,182.62 Net Tax \$350.09 \$238.70 \$125.71 \$714.50 Net Tax \$7.90 \$9.90 \$60.00 \$295.44
Taxing Authority 01-0000-GP GENERAL I Fund Type Total Debt Taxing Authority 04-4821-D CV WATER D 03-2001-D DESERT SAN 03-9001-D DESERT SON Fund Type Total Special Assessment Taxing Authority 68-4556-FC COACHELL 68-4556-FC COACHELL 68-4586-FC PALM DESE 68-4836-FC CVWD SEW Fund Type Total Total IOTE Tax Authority Districts	DISTRICT STATE WTR PROJ NDS UNIFIED SCHOOL MMUNITY COLLEGE A VALLEY MOSQUITO & RIFA ELLA VALLEY RC/PK 93-1 ERT EMG SRV	pplied to the land value on	See Phone List See Phone List	1.000000000 % 1.000000000 % Net Rate 0.110000000 % 0.075000000 % 0.039500000 % 0.2245000000 % Net Rate NA NA NA NA	\$3,182.62 \$3,182.62 Net Tax \$350.09 \$238.70 \$125.71 \$714.50 Net Tax \$7.90 \$9.90 \$60.00 \$295.44 \$373.24
Taxing Authority 01-0000-GP GENERAL I Fund Type Total Debt Taxing Authority 04-4821-D CV WATER D 03-2001-D DESERT SAN 03-9001-D DESERT SON Fund Type Total Special Assessment Taxing Authority 68-4556-FC COACHELL 68-4556-FC COACHELL 68-4586-FC PALM DESE 68-4836-FC CVWD SEW Fund Type Total Total IOTE Tax Authority Districts	DISTRICT STATE WTR PROJ NDS UNIFIED SCHOOL MMUNITY COLLEGE A VALLEY MOSQUITO & RIFA ELLA VALLEY RC/PK 93-1 ERT EMG SRV VER SERVICE CHARGE ID80	pplied to the land value on	See Phone List See Phone List	1.000000000 % 1.000000000 % 0.110000000 % 0.0395000000 % 0.2245000000 % Net Rate NA NA NA NA NA	\$3,182.62 \$3,182.62 Net Tax \$350.09 \$238.70 \$125.71 \$714.50 Net Tax \$7.90 \$9.90 \$60.00 \$295.44 \$373.24 \$4,270.36
03-2001-D DESERT SAM 03-9001-D DESERT COI Fund Type Total Special Assessment Taxing Authority 68-4556-FC COACHELL 68-4612-FC AD COACH 68-2586-FC PALM DESE 68-4836-FC CVWD SEW Fund Type Total Total NOTE: Tax Authority Districts Payments	DISTRICT STATE WTR PROJ NDS UNIFIED SCHOOL MMUNITY COLLEGE A VALLEY MOSQUITO & RIFA ELLA VALLEY RC/PK 93-1 ERT EMG SRV VER SERVICE CHARGE ID80 28-5251, 28-5275 and 28-5291 are a		See Phone List See Phone List	1.000000000 % 1.000000000 % Net Rate 0.110000000 % 0.075000000 % 0.039500000 % 0.2245000000 % Net Rate NA NA NA NA	\$3,182.62 \$3,182.62 Net Tax \$350.09 \$238.70 \$125.71 \$714.50 Net Tax \$7.90 \$9.90 \$60.00 \$295.44 \$373.24

2021

2021004039084

Payment

B21.714858

4/4/2022

\$2,135.18

'ear	Projects/Areas	Est. Ann	nual Cost	Notes/Comments
			Per	
1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1		HOA	Homeowner	
	A Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
023-24) 1.11 Ope	erating Expenditures			The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL
				transaction records for areas specific to Mills Act; will be updated with GL actu
GL Acct Co	ode			over City 2023-24 fiscal year (07/01-06/30)
7080	Landscape Contract	43,200.00	1800.00	Maintain and improve current landscape incl. ad hoc irrigation repairs
7091	Seed, Fertlizer, Plants	4,320.01	180.00	Replace and care for turf and plants
7100	Landscape Repairs & Maint	3,235.03	134.79	 Repairs and replacement to landscape elements
7120	Irrigation Repairs	2,940.43	122.52	 Repairs to 60 year old Irrigation system which covers 3 acres
7121	Lighting Repairs & Maint	1,973.76	82.24	 Maintain historic lighting infrastructure
7130	Pool Contract	3,900.00	162.50	 Cleaning & upkeep to ensure proper chemical levels to preserve pool
7140	Pool & Spa Repairs	1,450.00	60.42	 Specific pool and pool equipment related repairs
7150	Pest Control	1,985.98	82.75	 Prevent pest infestation/damage to buildings, structures and fixtures
7190	Tree Trimming	3,585.00	149.38	 Palm tree trimming to ensure healthand appearnance of plants
7210	Common Area Repairs	1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
	Subtotal	68,042.84	2,835.12	
1.12 Res	erve Expenditures			Forecasted reserve expenditures by year from April 2022 Reserve Analysis Repo
				select categories specific to Mills Act; will be updated with actual expenditures
				over City 2023-24 fiscal year (07/01-06/30)
	Asphalt - Seal Coat	2,296.79	95.70	 Seal coat all asphalt (13,117 SF), incl. Pitahaya St. parking area.
	Grounds - Common Area	3,605.00	150.21	 Misc. reserve expenditures (fans, trash recepticles and gates, carports)
	Grounds - Mailboxes	3,605.00	150.21	Replace two (2) mailboxes
	Irrigation - System Renovation, Phase 2	19,570.00	815.42	Major renovation to irrigation system in four (4) phases
	Painting - Wrought Iron	4,635.00	193.13	Paint the perimeter fencing and (13) light poles.
	Pool Area - Extras	515.00	21.46	 Misc pool/pool area related repair (eg. pool mastic)
	Subtotal	34,226.79	1,426.12	
	Subtotal (HOA)	68,042.84	2,835.12	
	=		2,000122	
1.2 Spe	cific Homeowner Projects			
	Repair Sunflap and Exterior Wood		\$ 3,000.00	
	Replace Front Door and Hardward		\$ 1,200.00	
	General Repairs and Maintenance	N/A	\$1,000.00	
	New Master Bath Toilet	N/A	\$1,000.00	
	Subtotal (Homeowner)	N/A	6,200.00	
	Subtotal (Homeowner)	197.A.	0,200.00	
	Total		9,035.12	
	10101		JOGGILL	

	Projects/Areas	ESt. Am	nual Cost Per	Notes/Comments
		HOA	Homeowner	
2 2 .	.1 HOA Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
and the second	11 Operating Expenditures			The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL transaction records for areas specific to Mills Act; will be updated with GL actu
G	SLAcct Code			over City 2024-25 fiscal year (07/01-06/30)
	7080 Landscape Contract	43,200.00	1800.00	 Maintain and improve current landscape incl. ad hoc irrigation repairs
	7091 Seed, Fertlizer, Plants	4,320,01	180.00	 Replace and care for turf and plants
	2100 Landscape Repairs & Maint	3,235.03	134.79	 Repairs and replacement to landscape elements
	7120 Irrigation Repairs	2,940.43	122.52	 Repairs to 60 year old Irrigation system which covers 3 acres
	7121 Lighting Repairs & Maint	1,973.76	82.24	 Maintain historic lighting infrastructure
	7130 Pool Contract	3,900.00	162.50	 Cleaning & upkeep to ensure proper chemical levels to preserve pool
	7140 Pool & Spa Repairs	1,450.00	60.42	 Specific pool and pool equipment related repairs
	7150 Pest Control	1,985.98	82.75	 Prevent pest infestation/damage to buildings, structures and fixtures
	7190 Tree Trimming	3,585.00	149.38	 Palm tree trimming to ensure healthand appearnance of plants
	7210 Common Area Repairs	1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
	Subtotal	68,042.84	2,835.12	
2.	12 Reserve Expenditures			Forecasted reserve expenditures by year from April 2022 Reserve Analysis Repo
				select categories specific to Mills Act; will be updated with actual expenditures
	Grounds - Common Area	2 212 15	154 71	over City 2024-25 fiscal vear (07/01-06/30)
		3,713.15	154.71	Misc. reserve expenditures (fans, trash recepticles and gates, carports)
	Irrigation - System Renovation, Phase 3	21,218.00	884.08	Major renovation to irrigation system in four (4) phases
	Pool Area - Extras	530.45	22.10	 Misc pool/pool area related repair (eg. pool mastic)
	Pool Area - Pool, Replaster	27,695.86	1153.99	 Replaster the pool and replace the tile.
	Subtotal	53,157.46	2,214.89	
	Subtotal (HOA)	121,200.30	5,050.01	
2.	2 Specific Homeowner Projects			
	Replace Clear Story Windows		\$ 1,500.00	
	Redo all Window Caulking		\$ 1,000.00	
	Install new HVAC	N/A	\$12,000.00	
	Subtotal (Homeowner)	N/A	14,500.00	
	Total		19,550.01	

ear	Projects/Areas		nual Cost Per	Notes/Comments
11. 11. 11. 18 T. 1		HOA	Homeowner	
3 3.1 HO	A Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
3.11 Op	erating Expenditures			The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL transaction records for areas specific to Mills Act; will be updated with GL actu
GL Acct Coo				over City 2025-26 fiscal year (07/01-06/30)
7080	Landscape Contract	43,200.00		 Maintain and improve current landscape incl. ad hoc irrigation repairs
7091	Seed, Fertlizer, Plants	4,320.01		 Replace and care for turf and plants
7100	Landscape Repairs & Maint	3,235.03		 Repairs and replacement to landscape elements
7120	Irrigation Repairs	2,940.43		 Repairs to 60 year old Irrigation system which covers 3 acres
7121	Lighting Repairs & Maint	1,973.76		 Maintain historic lighting infrastructure
7130	Pool Contract	3,900.00		 Cleaning & upkeep to ensure proper chemical levels to preserve pool
7140	Pool & Spa Repairs	1,450.00		 Specific pool and pool equipment related repairs
7150	Pest Control	1,985.98		 Prevent pest infestation/damage to buildings, structures and fixtures
7190	Tree Trimming	3,585.00	149.38	 Palm tree trimming to ensure healthand appearnance of plants
7210	Common Area Repairs	1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
	Subtotal	68,042.84	2,835.12	
3.12 Res	erve Expenditures			Forecasted reserve expenditures by year from April 2022 Reserve Analysis Rep
				select categories specific to Mills Act; will be updated with actual expenditures
				over City 2025-26 fiscal year (07/01-06/30)
	Grounds - Common Area	3,824.54	159.36	 Misc. reserve expenditures (fans, trash recepticles and gates, carports)
	Grounds - Entry Gates, Wrought Iron	7,430.54	309.61	 Replace the wrought iron entry gates and locks
	Irrigation - System Renovation, Phase 4	21,854.54	910.61	 Major renovation to irrigation system in four (4) phases
	Pool Area - Extras	546.36	22.77	 Misc pool/pool area related repair (eg. pool mastic)
	Subtotal	33,655.98	1,402.33	
	Subtotal (HOA)	101,698.82	4,237.45	
	-			
3.2 Spe	cific Homeowner Projects			
	Remodel Master Bath	N/A	5,000.00	 Replace carpeting with porcelain flooring
	Add bathroom air vents (2)	N/A	1,000.00	Remove popcorn ceiling
	Add alarm System and Cameras	N/A	1,500.00	
	Subtotal (Homeowner)	N/A	7,500.00	
	T-+		44 777 45	
	Total		11,737.45	

/ear	Projects/Areas	Est. Anı	nual Cost Per	Notes/Comments
		HOA	Homeowner	
4 4.1 HO	A Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
and the second distance of the second distanc	erating Expenditures			The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL transaction records for areas specific to Mills Act; will be updated with GL actu
GL Acct Co	de			over City 2026-27 fiscal year (07/01-06/30)
7080	Landscape Contract	43,200.00	1800.00	 Maintain and improve current landscape incl. ad hoc irrigation repairs
7091	Seed, Fertlizer, Plants	4,320.01	180.00	Replace and care for turf and plants
7100	Landscape Repairs & Maint	3,235.03	134.79	 Repairs and replacement to landscape elements
7120	Irrigation Repairs	2,940.43	122.52	 Repairs to 60 year old Irrigation system which covers 3 acres
7121	Lighting Repairs & Maint	1,973.76	82.24	 Maintain historic lighting infrastructure
7130	Pool Contract	3,900.00	162.50	 Cleaning & upkeep to ensure proper chemical levels to preserve pool
7140	Pool & Spa Repairs	1,450.00	60.42	 Specific pool and pool equipment related repairs
7150	Pest Control	1,985.98	82.75	 Prevent pest infestation/damage to buildings, structures and fixtures
7190	Tree Trimming	3,585.00	149.38	 Palm tree trimming to ensure healthand appearnance of plants
7210	Common Area Repairs	1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
	Subtotal	68,042.84	2,835.12	
4.12 Res	erve Expenditures			Forecasted reserve expenditures by year from April 2022 Reserve Analysis Repo
				select categories specific to Mills Act; will be updated with actual expenditures
				over City 2026-27 fiscal year (07/01-06/30)
	Grounds - Common Area	3,939.28	164.14	 Misc. reserve expenditures (fans, trash recepticles and gates, carports)
	Grounds - Shuffleboard	1,575.71	65.65	 Resurface the shuffleboard court.
	Grounds - Surveillance System	7,315.81	304.83	 Replace surveillance system (four dome cameras and one DVR)
	Pool Area - Extras	562.75	23.45	 Misc pool/pool area related repair (eg. pool mastic)
	Subtotal	13,393.55	558.06	
	Subtotal (HOA)	81,436.39	3,393.18	
4.2.5	=			
4.2 Spe	cific Homeowner Projects			
	Remodel Kitchen and Appliances		\$ 18,000.00	
	Repaint LR DR Kitchen Ceilings	N/A	950.00	
	Subtotal (Homeowner) =	N/A	18,950.00	

'ear	Projects/Areas	Est. Anı	nual Cost	Notes/Comments
			Per	
		HOA	Homeowner	
5 5.1 H	IOA Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
	Operating Expenditures			The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL transaction records for areas specific to Mills Act; will be updated with GL actu
GLAcc	t Code			over City 2027-28 fiscal year (07/01-06/30)
708	⁸⁰ Landscape Contract	43,200.00	1800.00	 Maintain and improve current landscape incl. ad hoc irrigation repairs
705	Seed, Fertlizer, Plants	4,320.01	180.00	 Replace and care for turf and plants
710	D0 Landscape Repairs & Maint	3,235.03	134.79	 Repairs and replacement to landscape elements
712	20 Irrigation Repairs	2,940,43	122.52	 Repairs to 60 year old Irrigation system which covers 3 acres
712	Lighting Repairs & Maint	1,973.76	82.24	 Maintain historic lighting infrastructure
713	30 Pool Contract	3,900.00	162.50	 Cleaning & upkeep to ensure proper chemical levels to preserve pool
714	⁴⁰ Pool & Spa Repairs	1,450.00	60.42	 Specific pool and pool equipment related repairs
715	50 Pest Control	1,985.98	82.75	 Prevent pest infestation/damage to buildings, structures and fixtures
719	³⁰ Tree Trimming	3,585.00	149.38	 Palm tree trimming to ensure healthand appearnance of plants
721	10 Common Area Repairs	1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
	Subtotal	68,042.84	2,835.12	
5.12	Reserve Expenditures			Forecasted reserve expenditures by year from April 2022 Reserve Analysis Repo
				select categories specific to Mills Act; will be updated with actual expenditures
				over Citv 2027-28 fiscal vear (07/01-06/30)
	Grounds - Common Area	4,057.46	169.06	 Misc. reserve expenditures (fans, trash recepticles and gates, carports)
	Painting - Trim	11,685.48	486.90	 Paint the wood and metal trim of the units
	Painting - Wrought Iron	5,216.73	217.36	 Paint the perimeter fencing and (13) light poles.
	Pool Area - Extras	579.64	24.15	 Misc pool/pool area related repair (eg. pool mastic)
	Pool Area - Pool, Heater	4,173.39	173.89	Replace the Raypack pool heater
	Subtotal	25,712.70	1,071.36	
	Subtotal (HOA)	93,755.54	3,906.48	
5 2 5	pecific Homeowner Projects			
5.2 5	Resurface Roof	N/A	3,000.00	 Add laundry door, replace faucet, replace lighting
	Repaint Bedrooms and Bath	N/A	3,000.00	
	-	in to		 Full interior repainting
	Subtotal (Homeowner) =	N/A	6,000.00	
			and the second	

lear	Projects/Areas	Est. Anr	ual Cost	Notes/Comments
			Per	
		HOA	Homeowner	
6 6.1 HC	DA Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
and the party of t	perating Expenditures			The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL
				transaction records for areas specific to Mills Act; will be updated with GL actua
GL Acct Co	ode			over City 2028-29 fiscal year (07/01-06/30)
7080	Landscape Contract	43,200.00	1800.00	Maintain and improve current landscape incl. ad hoc irrigation repairs
7091	Seed, Fertlizer, Plants	4,320.01	180.00	 Replace and care for turf and plants
7100	Landscape Repairs & Maint	3,235.03	134.79	 Repairs and replacement to landscape elements
7120	Irrigation Repairs	2,940.43	122.52	 Repairs to 60 year old Irrigation system which covers 3 acres
7121	Lighting Repairs & Maint	1,973.76	82.24	 Maintain historic lighting infrastructure
7130	Pool Contract	3,900.00	162.50	 Cleaning & upkeep to ensure proper chemical levels to preserve pool
7140	Pool & Spa Repairs	1,450.00	60.42	 Specific pool and pool equipment related repairs
7150	Pest Control	1,985.98	82.75	 Prevent pest infestation/damage to buildings, structures and fixtures
7190	Tree Trimming	3,585,00	149.38	 Palm tree trimming to ensure healthand appearnance of plants
7210	Common Area Repairs	1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
	Subtotal	68,042.84	2,835.12	
6.12 Re	serve Expenditures			Forecasted reserve expenditures by year from April 2022 Reserve Analysis Report
				select categories specific to Mills Act; will be updated with actual expenditures
				over City 2028-29 fiscal year (07/01-06/30)
	Asphalt - Seal Coat	2,662.61	110.94	 Seal coat all asphalt (13,117 SF), incl. Pitahaya St. parking area.
	Grounds - Common Area	4,179.18	174.13	 Misc. reserve expenditures (fans, trash recepticles and gates, carports)
	Irrigation - Controllers (2017)	1,910.48	79.60	Replace the five (2) controllers installed in 2017
	Pool Area - Extras	597.03	24.88	 Misc pool/pool area related repair (eg. pool mastic)
	Subtotal	9,349.30	389.55	
	Subtotal (HOA)	77,392.14	3,224.67	
6.7 Sm	ecific Homeowner Projects			
0.2 50	Remodel Guest Bathroom	N/A	15,000.00	
	_			
	Subtotal (Homeowner) _	N/A	15,000.00	
	Total		18,224.67	

'ear	Projects/Areas	Est. Anı	nual Cost	Notes/Comments
			Per	
		HOA	Homeowner	
7 029-30) 7.1 HO	A Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
	erating Expenditures			The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL
				transaction records for areas specific to Mills Act; will be updated with GL actu
GL Acct Co	de			over City 2029-30 fiscal year (07/01-06/30)
7080	Landscape Contract	43,200.00	1800.00	 Maintain and improve current landscape incl. ad hoc irrigation repairs
7091	Seed, Fertlizer, Plants	4,320.01	180.00	Replace and care for turf and plants
7100	Landscape Repairs & Maint	3,235.03	134.79	 Repairs and replacement to landscape elements
7120	Irrigation Repairs	2,940.43	122.52	 Repairs to 60 year old Irrigation system which covers 3 acres
7121	Lighting Repairs & Maint	1,973.76	82.24	Maintain historic lighting infrastructure
7130	Pool Contract	3,900.00	162.50	Cleaning & upkeep to ensure proper chemical levels to preserve pool
7140	Pool & Spa Repairs	1,450.00	60.42	 Specific pool and pool equipment related repairs
7150	Pest Control	1,985.98	82.75	 Prevent pest infestation/damage to buildings, structures and fixtures
7190	Tree Trimming	3,585.00	149.38	 Palm tree trimming to ensure healthand appearnance of plants
7210	Common Area Repairs	1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
	Subtotal	68,042.84	2,835.12	
7.12 Re:	serve Expenditures			Forecasted reserve expenditures by year from April 2022 Reserve Analysis Repo
				select categories specific to Mills Act; will be updated with actual expenditures
				over City 2029-30 fiscal year (07/01-06/30)
	Grounds - Common Area	4,304.56	179.36	7
	Pool Area - Extras	614.94	25.62	 Misc pool/pool area related repair (eg. pool mastic)
	Subtotal	4,919.50	204.98	
	Subtotal (HOA)	72,962.34	3,040.10	
	=			
7.2 Spe	ecific Homeowner Projects			
	Redo Master Bedroom Closets		\$ 1,200.00	
	Replace Storage Cabinets Doors Private Patio		\$ 2,000.00	
	Relocate Washer and Dryer To Private Patio	N/A	\$2,000.00	
	Subtotal (Homeowner)	N/A	5,200.00	

ear	Projects/Areas	Est. Annual Cost		Notes/Comments
			Per	
		HOA	Homeowner	
8 8.1 HO	A Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
A chevranthe des fameral	erating Expenditures			The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL transaction records for areas specific to Mills Act; will be updated with GL actue
GL Acct Coo	de			over City 2030-31 fiscal year (07/01-06/30)
7080	Landscape Contract	43,200.00	1800.00	 Maintain and improve current landscape incl. ad hoc irrigation repairs
7091	Seed, Fertlizer, Plants	4,320.01	180.00	 Replace and care for turf and plants
7100	Landscape Repairs & Maint	3,235.03	134.79	 Repairs and replacement to landscape elements
7120	Irrigation Repairs	2,940.43	122.52	 Repairs to 60 year old Irrigation system which covers 3 acres
7121	Lighting Repairs & Maint	1,973.76	82.24	 Maintain historic lighting infrastructure
7130	Pool Contract	3,900.00	162.50	 Cleaning & upkeep to ensure proper chemical levels to preserve pool
7140	Pool & Spa Repairs	1,450.00	60.42	 Specific pool and pool equipment related repairs
7150	Pest Control	1,985.98	82.75	 Prevent pest infestation/damage to buildings, structures and fixtures
7190	Tree Trimming	3,585.00	149.38	 Palm tree trimming to ensure healthand appearnance of plants
7210	Common Area Repairs	1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
	Subtotal	68,042.84	2,835.12	
8.12 Res	erve Expenditures			Forecasted reserve expenditures by year from April 2022 Reserve Analysis Repo
				select categories specific to Mills Act; will be updated with actual expenditures over City 2030-31 fiscal year (07/01-06/30)
	Grounds - Common Area	4,433.70	184.74	 Misc. reserve expenditures (fans, trash recepticles and gates, carports)
	Painting - Pool Cabana	3,800.31	158.35	• x
	Pool Area - Extras	633.39	26.39	 Misc pool/pool area related repair (eg. pool mastic)
	Subtotal	8,867.40	369.48	
		76,910.24	3,204.59	
	=			
8.2 Spe	cific Homeowner Projects			
	Replace all sliding glass doors		\$ 4,500.00	
	General Maintenance and Repairs	N/A	\$1,200.00	
	Subtotal (Homeowner)	N/A	5,700.00	

lear	Projects/Areas		nual Cost	Notes/Comments
			Per	
	and the second	HOA	Homeowner	
9 9.1 H	OA Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
9.11 0	perating Expenditures			The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL transaction records for areas specific to Mills Act; will be updated with GL actua
GL Acct (12 2 2 2 2 2 2 2	1000.00	over City 2031-32 fiscal year (07/01-06/30)
7080	Lundscape contract	43,200.00		Maintain and improve current landscape incl. ad hoc irrigation repairs
7091		4,320.01	180.00	Replace and care for turf and plants
7100	Landscape Repairs & Maint	3,235.03	134.79	Repairs and replacement to landscape elements
7120	millen mellen i	2,940.43		Repairs to 60 year old Irrigation system which covers 3 acres
7121	EiBriting richards er fridrig	1,973.76		Maintain historic lighting infrastructure
7140		3,900.00		Cleaning & upkeep to ensure proper chemical levels to preserve pool Specific peopland peoplaguiament related separate
7140	reer of she he he he	1,450.00		 Specific pool and pool equipment related repairs Brownt post infectation/damage to buildings, structures and fixtures
7190	i cor control	1,985.98	82.75 149.38	 Prevent pest infestation/damage to buildings, structures and fixtures Pale tractine transmission to operate bealthand appearance of plants
7210		3,585.00	60.53	 Palm tree trimming to ensure healthand appearnance of plants Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
1210	Subtotal	68,042.84		• Au not repairs to cabana, rence, sidewarks, electrical and righting
9.12 R	eserve Expenditures			Forecasted reserve expenditures by year from April 2022 Reserve Analysis Repo select categories specific to Mills Act; will be updated with actual expenditures
				over City 2031-32 fiscal year (07/01-06/30)
	Grounds - Common Area	4,566,71	190.28	 Misc. reserve expenditures (fans, trash recepticles and gates, carports)
	Painting - Wrought Iron	5,871.48	244.65	 Paint the perimeter fencing and (13) light poles.
	Pool Area - Extras	652.39	27.18	 Misc pool/pool area related repair (eg. pool mastic)
	Subtotal	11,090.58	462.11	
	Subtotal (HOA)	79,133.42	3,297.23	
0.36	=			
9.2 Sp	ecific Homeowner Projects		5 000 00	
	New Tile at exterior Patio flooring	N/A	5,000.00	
	Subtotal (Homeowner) _	N/A	5,000.00	
	Total		8,297.23	

ar	Projects/Areas		nual Cost	Notes/Comments
			Per	
		HOA	Homeowner	
	OA Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
<u>-33)</u> 10.11 0	perating Expenditures			The amounts show are from 2021 Sandpiper 3 on El Paseo HOA ("Circle 3") GL
				transaction records for areas specific to Mills Act; will be updated with GL actu
GL Acct Co	de			over City 2032-33 fiscal year (07/01-06/30)
7080	Landscape Contract	43,200.00	1800.00	 Maintain and improve current landscape incl. ad hoc irrigation repairs
7091	Seed, Fertlizer, Plants	4,320.01	180.00	 Replace and care for turf and plants
7100	Landscape Repairs & Maint	3,235.03	134.79	Repairs and replacement to landscape elements
7120	Irrigation Repairs	2,940.43	122.52	 Repairs to 60 year old Irrigation system which covers 3 acres
7121	Lighting Repairs & Maint	1,973.76	82.24	Maintain historic lighting infrastructure
7130	Pool Contract	3,900.00	162.50	Cleaning & upkeep to ensure proper chemical levels to preserve pool
7140	Pool & Spa Repairs	1,450.00	60.42	 Specific pool and pool equipment related repairs
7150	Pest Control	1,985.98	82.75	 Prevent pest infestation/damage to buildings, structures and fixtures
7190	Tree Trimming	3,585.00	149.38	 Palm tree trimming to ensure healthand appearnance of plants
7210	Common Area Repairs	1,452.63	60.53	 Ad hoc repairs to cabana, fence, sidewalks, electrical and lighting
	Subtotal	68,042.84	2,835.12	
10.12 R	eserve Expenditures			Forecasted reserve expenditures by year from April 2022 Reserve Analysis Repo
				select categories specific to Mills Act; will be updated with actual expenditures
				over City 2032-33 fiscal year (07/01-06/30)
	Grounds - Common Area	4,703.71		 Misc. reserve expenditures (fans, trash recepticles and gates, carports)
	Painting - Trim	13,546.68		 Paint the wood and metal trim of the units
	Painting - Units, Stucco & Trim	54,159.83		 Paint residential units exteriors
	Pool Area - Extras	671.96		 Misc pool/pool area related repair (eg. pool mastic)
	Pool Area - Pool, Pump	2,217.46		 Replace the Pentair Intelle-Flo variable speed pool pump
	Subtotal	75,299.64	3,137.49	
	Subtotal (HOA)	143,342.48	5,972.60	
10.25	pecific Homeowner Projects			
10.2 5		21/2	10 000 00	- Add structure to the back weath and second second
	Replace interior Floorings	N/A	10,000.00	 Add electrical outlets on both patio and courtyard
	Subtotal (Homeowner)	N/A	10,000.00	
	Total		15,972.60	

	ct Improvement Plan	#REF!	und Count	
Year	Projects/Areas	Est. Ann	Per Homeowner	Notes/Comments
		HOA	Homeowner	
0 Year nnual	11.1 HOA Annual Maintenance/Repairs			Pro-rata share of HOA budget/homeowner (1 of 24 homeowners)
verage	11.11 Operating Expenditures			The amounts show are based on 2021 Sandpiper 3 on El Paseo HOA ("Circle 3")
	Total 10 Years		28,351.18	transaction records for areas specific to Mills Act; will be updated with yearly G actuals
	10 Yr Average/Year	68,042.84	2,835.12	
	11.12 Reserve Expenditures			
	Total 10 Years		11,236.37	From April 2022 Reserve Analysis Report forecasted expenditures - select categories specific to Mills Act; will be updated with actual yearly expenditures
	10 Yr Average/Year	20,057.24	1,123.64	
	C		20 507 55	
	Combined 10 Years 10 Yr Average/Year Subtotal (HOA)	350, <u>101</u> 30 95,01013	39,587.55 3,958.76	
	11.2 Specific Homeowner Projects			
	10 Yr Subtotal	N/A	94,050.00	
	10 Yr Average/Year Subtotal (Homeowner)	N/A	9,405.00	
	10 Yr.Total/Homeowner		122 627 55	
	10 Yr. Iotal/Homeowner		133,637.55	



363 SANDPIPER PALM DESERT CA. 92260

OWNER CATHERINE MULTLUR "LOT 76" Item 1J-176



SANDPIPER MILLS ACT CONTRACTS

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121 SANDPIPER CONTRACT

RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

City Clerk's Office City of Palm Desert 73-510 Fred Waring Drive Palm Desert, CA 92260-2578

> FOR THE BENEFIT OF THE CITY OF PALM DESERT - NO FEE -6103 OF THE GOVT. CODE

(This Space for Recorder's Use Only)

Historic Property Preservation Agreement ("Mills Act Contract")

Between

City of Palm Desert, California

a Municipal Corporation "City"

and

Ronald Green and Jessica McCann-Green, as Trustees of the Green Family Trust Dated May 17,2021

"Owner"

Legal Description of Property APN 640-240-014 121 Sandpiper, Palm Desert, California 92260

Dated: August 25, 2022

(Resolution No. 2022-29 – Case No. CRPC 22-01 Approved at the Palm Desert City Council Meeting of April 14, 2022)

(Title of Document)
HISTORIC PROPERTY PRESERVATION AGREEMENT ("MILLS ACT CONTRACT or Agreement")

This agreement is made this August 25, 2022, by and between the City of Palm Desert, a municipal corporation ("City") and <u>Ronald Green and Jessica McCann-Green, as Trustees of</u> the Green Family Trust, established by agreement executed May 17, 2021 ("Owner").

RECITALS

1. California Government Code section 50280, et. seq. allows cities the discretion to enter into contracts with the owners of qualified historic properties, as that term is defined in Government Code section 50280.1, for the purpose of providing for the use, maintenance, protection, and restoration of such historic property so as to retain its characteristics as property of historic significance.

2. Owner holds fee title in and to that certain real property, together with associated structures and improvements thereon, generally located at the street address <u>121</u> <u>Sandpiper Street</u>, Palm Desert, California ("Historic Property"). A legal description of the Historic Property is attached hereto as Exhibit "A," and incorporated herein by this reference.

3. On <u>April 14, 2022</u>, the Cultural Resources Preservation Committee and/or the City Council designated the Historic Property as an historic resource pursuant to the terms and provisions of Title 29 of the Palm Desert Municipal Code.

4. City and Owner desire to enter into this Agreement for the purpose of protecting and preserving the characteristics of historical significance of the Historic Property that help provide the community with its own unique civic identity and character.

5. Owner, in consideration for abiding by the terms of this Agreement, shall be entitled to qualify for a reassessment of valuation of the Historic Property, pursuant to the

provisions of Chapter 3, Part 2, of Division 1 of the California Revenue and Taxation Code, and any corresponding adjustment in property taxes resulting therefrom.

<u>TERMS</u> NOW, THEREFORE, the City and Owner in consideration of mutual covenants and conditions set forth herein, do hereby agree as follows:

1. <u>Effective Date and Term of Agreement</u>. This Agreement shall be effective and commence on August 25, 2022, ("Effective Date") and shall remain in effect for a term of ten (10) years thereafter.

2. <u>Yearly Renewal</u>. Each year upon the anniversary of the Effective Date ("Renewal Date"), an additional one (1) year shall automatically be added to the remaining term of the Agreement unless a notice of nonrenewal is delivered as provided in Section 3 of this Agreement.

3. <u>Nonrenewal</u>. If either the Owner or City desires in any year not to renew this Agreement, Owner or City shall serve a written notice of nonrenewal upon the party in advance of the Renewal Date ("Notice of Nonrenewal"). The Notice of Nonrenewal shall be effective only if served by Owner upon City at least ninety (90) days prior to the Renewal Date, or if served by City upon Owner, the Notice of Nonrenewal shall be effective only if served upon Owner at least sixty (60) days prior to the Renewal Date. If either City or Owner serves a Notice of Nonrenewal in any year, this Agreement shall remain in effect for the balance of the term then remaining.

4. <u>Owner Protest of City Nonrenewal</u>. Within fifteen (15) days of Owner's receipt of the Notice of Nonrenewal from City, Owner may file with City a written protest of the Notice of Nonrenewal. Upon receipt of the written protect, the City Council shall set a hearing prior to the expiration of the Renewal Date of this Agreement. Owner may furnish the City Council with any information which Owner deems relevant and shall furnish the City Council with any information it may require. The City Council may, at any time prior to the annual Renewal Date, withdraw its Notice of Nonrenewal.

5. <u>Standards for Historical Property</u>. During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

- A. Owner shall preserve and maintain the characteristics of the cultural and historical significance of the Historic Property. Attached hereto as Exhibit "B," and incorporated herein by this reference, is a list of the minimum standards and conditions for maintenance, use, protection, and preservation of the Historic Property, which shall apply to the Historic Property and be complied with by Owner throughout the term of this Agreement. In addition, Owner shall comply with the terms of the City's Cultural Resources Ordinance 1168 (Title 29 of the Palm Desert Municipal Code), and shall obtain any applicable permits necessary to protect, preserve, restore, and rehabilitate the Historic Property so as to maintain its historical and cultural significance.
- B. Owner shall, where necessary, repair, maintain, restore, and rehabilitate the Historic Property according to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation and the City of Palm Desert. The condition of the exterior of the Historic Property on the effective date of this Agreement is documented in photographs attached as Exhibit "C" and incorporated herein by this reference. At a minimum, Owner shall continually maintain the exterior of the Historic Property in the same condition as documented in Exhibit "C."
- C. Owner shall carry out specific restoration, repair, maintenance, and/or rehabilitation projects on the Historic Property, as outlined in the attached Exhibit "D," which is incorporated herein by this reference. All such projects shall be undertaken and completed in accordance with the Secretary of Interior Standards for Rehabilitation and the City of Palm Desert design guidelines.

D. Owner shall not be permitted to block the view corridor with any new structure, such as walls, fences, or shrubbery, so as to prevent the viewing of the Historic Property from the public right-of-way.

6. <u>Periodic Examinations</u>. Upon reasonable advance notice, Owner shall allow reasonable periodic examinations of the interior and exterior of the Historic Property by representatives of the County Assessor, the State Department of Parks and Recreation, the State Board of Equalization and/or City, as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement. City shall inspect Historic Property prior to entering into this Agreement and at least every five years thereafter to determine Owner's continued compliance with Agreement.

7. <u>Provision of Information of Compliance</u>. Owner hereby agrees to furnish City with any and all information requested by City, which City deems necessary or advisable to determine eligibility of the Historic Property and compliance with the terms and provisions of this Agreement.

- 8. Breach of Agreement; Remedies.
 - A. <u>Notice of Breach; Opportunity to Cure</u>. If Owner breaches any provision of this Agreement, City may give written notice to Owner by registered or certified mail detailing Owner's violations. If such violation is not corrected to the reasonable satisfaction of City within thirty (30) days after the date of notice of violation, or within such a reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within thirty (30) days and thereafter diligently pursued to completion), the City may, without further notice, declare Owner to be in breach of this Agreement. Upon City's declaration of Owner's breach, City may pursue any remedy available under local, state, or federal law, including those specifically provided for in this section.

- B. <u>Remedy Cancellation</u>. City may cancel this Agreement if City determines, following a duly noticed public hearing in accordance with Government Code section 50286, that Owner breached any of the conditions of the Agreement, Owner allowed the Historic Property to deteriorate to the point that it no longer meets the standards for a qualified historic property, or Owner failed to maintain and preserve the Historic Property in accordance with the terms of this Agreement. If this Agreement is cancelled, under this paragraph, Owner shall pay a cancellation fee to the Office of the Auditor for the County of Riverside as required by Government Code section 50286.
- C. <u>Alternative Remedies</u>. As an alternative to cancellation of this Agreement for Owner's breach of any condition, City may bring an action in court necessary to enforce this Agreement including, but not limited to, an action to enforce this Agreement by specific performance, injunction, or receivership.

9. <u>Destruction of Property; Eminent Domain; Cancellation</u>. If the Historic Property is destroyed by earthquake, fire, flood, or other natural disaster such that in the opinion of the City Building Official more than sixty percent (60%) of the original fabric of the structure must be replaced, this Agreement shall be cancelled because the historic value of the structure will have been destroyed. If the Historic Property is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by the City Council to frustrate the purpose of this Agreement, this Agreement shall be cancelled. No cancellation fee pursuant to Government Code section 50286 shall be imposed if the Agreement is cancelled pursuant to this Section.

10. <u>Waiver</u>. City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties are available to the City to pursue in the event that there is a reach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

11. <u>Binding Effect of Agreement</u>. Owner hereby subjects the Historic Property to the covenants, conditions, and restrictions set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, conditions, and restrictions set forth herein shall be deemed covenants running with the land and shall inure to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. Each and every contract, deed or other instrument herein after executed, covering or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

12. <u>Covenants Run with the Land</u>. City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historical characteristics and significance of the Historic Property for the benefit of the public and the Owner.

13. <u>Notice</u>. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto:

City: City of Palm Desert Building and Safety Division 73-510 Fred Waring Drive Palm Desert, CA 92260

Owner: <u>Ronald Green and Jessica McCann-Green, as</u> <u>Trustees of the Green Family Trust, established</u> <u>By agreement executed May 17, 2021</u> <u>121 Sandpiper Street</u> Palm Desert, CA 92260

14. <u>Effect of Agreement</u>. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns, nor shall such terms, provisions or conditions cause the parties to be considered joint venturers or members of any joint enterprise.

15. Indemnity of City. Owner shall defend, indemnify, and hold harmless City and its elected officials, officers, agents and employees from any actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state or local governmental agency, arising out of or incident to (i) the direct or indirect use operation, or maintenance of the Historic Property by Owner or any contractor, subcontractor, employee, agent, lessee, licensee, invitee, or any other person; (ii) Owner's activities in connection with the Historic Property; and (iii) any restrictions on the use or development of the Historic Property, from application or enforcement of Title 29 of the City's Municipal Code, or from the enforcement of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them.

Owner's obligation to indemnify shall survive the termination, cancellation, or expiration of this Agreement and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.

16. <u>Binding Upon Successors</u>. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.

17. <u>Legal Costs</u>. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, conditions or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorneys' fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

18. <u>Severability</u>. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

19. <u>Recordation</u>. No later than twenty (20) days after the Effective Date, City shall cause this Agreement to be recorded in the office of the County Recorder of the County of Riverside.

20. <u>Amendments</u>. This Agreement may be amended, in whole or in part, only by written recorded instrument executed by the parties hereto.

21. <u>Governing Law and Venue</u>. This Agreement shall be construed and governed in accordance with the laws of the State of California. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

IN WITNESS WHEREOF, City and Owner have executed this Agreement on the day and year first above written.

Dated:	CITY OF PALM DESERT
	By JAN C. HARNIK, MAYOR
	ATTEST:
	By ANTHONY J. MEJIA, CITY CLERK CITY OF PALM DESERT, CALIFORNIA
Dated:	Ronald S. Green
	Owner
	Jessica L. McCann-Green
	Owner
APPROVED AS TO FORM	
ROBERT W. HARGREAVES CITY ATTORNEY	

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	
	} SS.
County of	}

On	, 2022 , before me,	, a Notary Public,
personally	appeared	, who
proved to	me on the basis of satisfactory eviden	ce to be the person(s) whose
name(s) is/	/are subscribed to the within instrument	and acknowledged to me that
he/she/they	y executed the same in his/her/their aut	horized capacity(ies), and that
by his/her/	their signature(s) on the instrument the	e person(s), or the entity upon
behalf of w	hich the person(s) acted, executed the i	nstrument.

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 _____

231 SANDPIPER CONTRACT

RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

City Clerk's Office City of Palm Desert 73-510 Fred Waring Drive Palm Desert, CA 92260-2578

> FOR THE BENEFIT OF THE **CITY OF PALM DESERT** - NO FEE -6103 OF THE GOVT. CODE

(This Space for Recorder's Use Only)

Historic Property Preservation Agreement ("Mills Act Contract")

Between

City of Palm Desert, California

a Municipal Corporation "City"

and

CASSANDRA R. HEARN

"Owner"

Legal Description of Property APN 640-250-018

231 Sandpiper Street, Palm Desert, California 92260

Dated: August 25, 2022

(Resolution No. 2022-07 - Case No. CRPC 21-01 Approved at the Palm Desert City Council Meeting of February 10, 2022)

(Title of Document)

Item 1J-192

HISTORIC PROPERTY PRESERVATION AGREEMENT ("MILLS ACT CONTRACT or Agreement")

This agreement is made this August 25, 2022, by and between the City of Palm Desert, a municipal corporation ("City") and <u>Cassandra R. Hearn</u> ("Owner").

RECITALS

1. California Government Code section 50280, et. seq. allows cities the discretion to enter into contracts with the owners of qualified historic properties, as that term is defined in Government Code section 50280.1, for the purpose of providing for the use, maintenance, protection, and restoration of such historic property so as to retain its characteristics as property of historic significance.

2. Owner holds fee title in and to that certain real property, together with associated structures and improvements thereon, generally located at the street address <u>231</u> <u>Sandpiper Street</u>, Palm Desert, California ("Historic Property"). A legal description of the Historic Property is attached hereto as Exhibit "A," and incorporated herein by this reference.

3. On <u>February 10, 2022</u>, the Cultural Resources Preservation Committee and/or the City Council designated the Historic Property as an historic resource pursuant to the terms and provisions of Title 29 of the Palm Desert Municipal Code.

4. City and Owner desire to enter into this Agreement for the purpose of protecting and preserving the characteristics of historical significance of the Historic Property that help provide the community with its own unique civic identity and character.

5. Owner, in consideration for abiding by the terms of this Agreement, shall be entitled to qualify for a reassessment of valuation of the Historic Property, pursuant to the provisions of Chapter 3, Part 2, of Division 1 of the California Revenue and Taxation Code, and any corresponding adjustment in property taxes resulting therefrom.

<u>TERMS</u> NOW, THEREFORE, the City and Owner in consideration of mutual covenants and conditions set forth herein, do hereby agree as follows:

1. <u>Effective Date and Term of Agreement</u>. This Agreement shall be effective and commence on August 25, 2022, ("Effective Date") and shall remain in effect for a term of ten (10) years thereafter.

2. <u>Yearly Renewal</u>. Each year upon the anniversary of the Effective Date ("Renewal Date"), an additional one (1) year shall automatically be added to the remaining term of the Agreement unless a notice of nonrenewal is delivered as provided in Section 3 of this Agreement.

3. <u>Nonrenewal</u>. If either the Owner or City desires in any year not to renew this Agreement, Owner or City shall serve a written notice of nonrenewal upon the party in advance of the Renewal Date ("Notice of Nonrenewal"). The Notice of Nonrenewal shall be effective only if served by Owner upon City at least ninety (90) days prior to the Renewal Date, or if served by City upon Owner, the Notice of Nonrenewal shall be effective only if served upon Owner at least sixty (60) days prior to the Renewal Date. If either City or Owner serves a Notice of Nonrenewal in any year, this Agreement shall remain in effect for the balance of the term then remaining.

4. <u>Owner Protest of City Nonrenewal</u>. Within fifteen (15) days of Owner's receipt of the Notice of Nonrenewal from City, Owner may file with City a written protest of the Notice of Nonrenewal. Upon receipt of the written protect, the City Council shall set a hearing prior to the expiration of the Renewal Date of this Agreement. Owner may furnish the City Council with any information which Owner deems relevant and shall furnish the City Council with any information it may require. The City Council may, at any time prior to the annual Renewal Date, withdraw its Notice of Nonrenewal.

5. <u>Standards for Historical Property</u>. During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

- A. Owner shall preserve and maintain the characteristics of the cultural and historical significance of the Historic Property. Attached hereto as Exhibit "B," and incorporated herein by this reference, is a list of the minimum standards and conditions for maintenance, use, protection, and preservation of the Historic Property, which shall apply to the Historic Property and be complied with by Owner throughout the term of this Agreement. In addition, Owner shall comply with the terms of the City's Cultural Resources Ordinance 1168 (Title 29 of the Palm Desert Municipal Code), and shall obtain any applicable permits necessary to protect, preserve, restore, and rehabilitate the Historic Property so as to maintain its historical and cultural significance.
- B. Owner shall, where necessary, repair, maintain, restore, and rehabilitate the Historic Property according to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation and the City of Palm Desert. The condition of the exterior of the Historic Property on the effective date of this Agreement is documented in photographs attached as Exhibit "C" and incorporated herein by this reference. At a minimum, Owner shall continually maintain the exterior of the Historic Property in the same condition as documented in Exhibit "C."
- C. Owner shall carry out specific restoration, repair, maintenance, and/or rehabilitation projects on the Historic Property, as outlined in the attached Exhibit "D," which is incorporated herein by this reference. All such projects shall be undertaken and completed in accordance with the Secretary of Interior Standards for Rehabilitation and the City of Palm Desert design guidelines.
- D. Owner shall not be permitted to block the view corridor with any new structure, such as walls, fences, or shrubbery, so as to prevent the viewing of the Historic Property from the public right-of-way.

6. <u>Periodic Examinations</u>. Upon reasonable advance notice, Owner shall allow reasonable periodic examinations of the interior and exterior of the Historic Property by representatives of the County Assessor, the State Department of Parks and Recreation, the State Board of Equalization and/or City, as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement. City shall inspect Historic Property prior to entering into this Agreement and at least every five years thereafter to determine Owner's continued compliance with Agreement.

7. <u>Provision of Information of Compliance</u>. Owner hereby agrees to furnish City with any and all information requested by City, which City deems necessary or advisable to determine eligibility of the Historic Property and compliance with the terms and provisions of this Agreement.

- 8. <u>Breach of Agreement; Remedies</u>.
 - A. <u>Notice of Breach</u>; <u>Opportunity to Cure</u>. If Owner breaches any provision of this Agreement, City may give written notice to Owner by registered or certified mail detailing Owner's violations. If such violation is not corrected to the reasonable satisfaction of City within thirty (30) days after the date of notice of violation, or within such a reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within thirty (30) days and thereafter diligently pursued to completion), the City may, without further notice, declare Owner to be in breach of this Agreement. Upon City's declaration of Owner's breach, City may pursue any remedy available under local, state, or federal law, including those specifically provided for in this section.
 - B. <u>Remedy Cancellation</u>. City may cancel this Agreement if City determines, following a duly noticed public hearing in accordance with Government Code section 50286, that Owner breached any of the conditions of the Agreement, Owner allowed the Historic Property to deteriorate to the point that it no longer meets the standards for a

qualified historic property, or Owner failed to maintain and preserve the Historic Property in accordance with the terms of this Agreement. If this Agreement is cancelled, under this paragraph, Owner shall pay a cancellation fee to the Office of the Auditor for the County of Riverside as required by Government Code section 50286.

C. <u>Alternative Remedies</u>. As an alternative to cancellation of this Agreement for Owner's breach of any condition, City may bring an action in court necessary to enforce this Agreement including, but not limited to, an action to enforce this Agreement by specific performance, injunction, or receivership.

9. <u>Destruction of Property; Eminent Domain; Cancellation</u>. If the Historic Property is destroyed by earthquake, fire, flood, or other natural disaster such that in the opinion of the City Building Official more than sixty percent (60%) of the original fabric of the structure must be replaced, this Agreement shall be cancelled because the historic value of the structure will have been destroyed. If the Historic Property is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by the City Council to frustrate the purpose of this Agreement, this Agreement shall be cancelled. No cancellation fee pursuant to Government Code section 50286 shall be imposed if the Agreement is cancelled pursuant to this Section.

10. <u>Waiver</u>. City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties are available to the City to pursue in the event that there is a reach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

11. <u>Binding Effect of Agreement</u>. Owner hereby subjects the Historic Property to the covenants, conditions, and restrictions set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, conditions, and

restrictions set forth herein shall be deemed covenants running with the land and shall inure to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. Each and every contract, deed or other instrument herein after executed, covering or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

12. <u>Covenants Run with the Land</u>. City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historical characteristics and significance of the Historic Property for the benefit of the public and the Owner.

13. <u>Notice</u>. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto:

City: City of Palm Desert Building and Safety Division 73-510 Fred Waring Drive Palm Desert, CA 92260

Owner: <u>Cassandra R. Hearn</u> <u>231 Sandpiper Street</u> <u>Palm Desert, CA 92260</u>

14. <u>Effect of Agreement</u>. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns, nor shall such terms, provisions or

conditions cause the parties to be considered joint venturers or members of any joint enterprise.

15. Indemnity of City. Owner shall defend, indemnify, and hold harmless City and its elected officials, officers, agents and employees from any actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state or local governmental agency, arising out of or incident to (i) the direct or indirect use operation, or maintenance of the Historic Property by Owner or any contractor, subcontractor, employee, agent, lessee, licensee, invitee, or any other person; (ii) Owner's activities in connection with the Historic Property; and (iii) any restrictions on the use or development of the Historic Property, from application or enforcement of Title 29 of the City's Municipal Code, or from the enforcement of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them.

Owner's obligation to indemnify shall survive the termination, cancellation, or expiration of this Agreement and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.

16. <u>Binding Upon Successors</u>. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.

17. <u>Legal Costs</u>. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, conditions or restrictions contained herein, or to determine the rights and duties of any party

hereunder, the prevailing party in such proceeding may recover all reasonable attorneys' fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

18. <u>Severability</u>. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

19. <u>Recordation</u>. No later than twenty (20) days after the Effective Date, City shall cause this Agreement to be recorded in the office of the County Recorder of the County of Riverside.

20. <u>Amendments</u>. This Agreement may be amended, in whole or in part, only by written recorded instrument executed by the parties hereto.

21. <u>Governing Law and Venue</u>. This Agreement shall be construed and governed in accordance with the laws of the State of California. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

IN WITNESS WHEREOF, City and Owner have executed this Agreement on the day and year first above written.

Dated:	CITY OF PALM DESERT
	By JAN C. HARNIK, MAYOR
	ATTEST:
	By ANTHONY J. MEJIA, CITY CLERK CITY OF PALM DESERT, CALIFORNIA
Dated:	Cassandra R. Hearn
	Owner
APPROVED AS TO FORM	

ROBERT W. HARGREAVES CITY ATTORNEY 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	
	} SS.
County of	 }

On	, 2022 , before me,	, a Notary Public,
personally	appeared	, who
proved to	me on the basis of satisfactory eviden	ce to be the person(s) whose
name(s) is/	/are subscribed to the within instrument	and acknowledged to me that
he/she/they	y executed the same in his/her/their aut	thorized capacity(ies), and that
by his/her/	their signature(s) on the instrument the	e person(s), or the entity upon
behalf of w	hich the person(s) acted, executed the i	nstrument.

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 _____

242 SANDPIPER CONTRACT

Item 1J-203

RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

City Clerk's Office City of Palm Desert 73-510 Fred Waring Drive Palm Desert, CA 92260-2578

> FOR THE BENEFIT OF THE CITY OF PALM DESERT - NO FEE -6103 OF THE GOVT. CODE

(This Space for Recorder's Use Only)

Historic Property Preservation Agreement ("Mills Act Contract")

Between

City of Palm Desert, California

a Municipal Corporation "City"

and

Justin Andrews and Courteney Andrews

Legal Description of Property APN 640-250-011 242 Sandpiper Street, Palm Desert, California 92260

Dated: August 25, 2022

(Resolution No. 2022-07 – Case No. CRPC 21-01 Approved at the Palm Desert City Council Meeting of February 10, 2022)

(Title of Document)

Item 1J-204

HISTORIC PROPERTY PRESERVATION AGREEMENT ("MILLS ACT CONTRACT or Agreement")

This agreement is made this August 25, 2022, by and between the City of Palm Desert, a municipal corporation ("City") and <u>Justin Andrews and Courteney Andrews</u> ("Owner").

RECITALS

1. California Government Code section 50280, et. seq. allows cities the discretion to enter into contracts with the owners of qualified historic properties, as that term is defined in Government Code section 50280.1, for the purpose of providing for the use, maintenance, protection, and restoration of such historic property so as to retain its characteristics as property of historic significance.

2. Owner holds fee title in and to that certain real property, together with associated structures and improvements thereon, generally located at the street address <u>242</u> <u>Sandpiper Street</u>, Palm Desert, California ("Historic Property"). A legal description of the Historic Property is attached hereto as Exhibit "A," and incorporated herein by this reference.

3. On <u>February 10, 2022</u>, the Cultural Resources Preservation Committee and/or the City Council designated the Historic Property as an historic resource pursuant to the terms and provisions of Title 29 of the Palm Desert Municipal Code.

4. City and Owner desire to enter into this Agreement for the purpose of protecting and preserving the characteristics of historical significance of the Historic Property that help provide the community with its own unique civic identity and character.

5. Owner, in consideration for abiding by the terms of this Agreement, shall be entitled to qualify for a reassessment of valuation of the Historic Property, pursuant to the provisions of Chapter 3, Part 2, of Division 1 of the California Revenue and Taxation Code, and any corresponding adjustment in property taxes resulting therefrom.

<u>TERMS</u> NOW, THEREFORE, the City and Owner in consideration of mutual covenants and conditions set forth herein, do hereby agree as follows:

1. <u>Effective Date and Term of Agreement</u>. This Agreement shall be effective and commence on August 25, 2022, ("Effective Date") and shall remain in effect for a term of ten (10) years thereafter.

2. <u>Yearly Renewal</u>. Each year upon the anniversary of the Effective Date ("Renewal Date"), an additional one (1) year shall automatically be added to the remaining term of the Agreement unless a notice of nonrenewal is delivered as provided in Section 3 of this Agreement.

3. <u>Nonrenewal</u>. If either the Owner or City desires in any year not to renew this Agreement, Owner or City shall serve a written notice of nonrenewal upon the party in advance of the Renewal Date ("Notice of Nonrenewal"). The Notice of Nonrenewal shall be effective only if served by Owner upon City at least ninety (90) days prior to the Renewal Date, or if served by City upon Owner, the Notice of Nonrenewal shall be effective only if served upon Owner at least sixty (60) days prior to the Renewal Date. If either City or Owner serves a Notice of Nonrenewal in any year, this Agreement shall remain in effect for the balance of the term then remaining.

4. <u>Owner Protest of City Nonrenewal</u>. Within fifteen (15) days of Owner's receipt of the Notice of Nonrenewal from City, Owner may file with City a written protest of the Notice of Nonrenewal. Upon receipt of the written protect, the City Council shall set a hearing prior to the expiration of the Renewal Date of this Agreement. Owner may furnish the City Council with any information which Owner deems relevant and shall furnish the City Council with any information it may require. The City Council may, at any time prior to the annual Renewal Date, withdraw its Notice of Nonrenewal.

5. <u>Standards for Historical Property</u>. During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

- A. Owner shall preserve and maintain the characteristics of the cultural and historical significance of the Historic Property. Attached hereto as Exhibit "B," and incorporated herein by this reference, is a list of the minimum standards and conditions for maintenance, use, protection, and preservation of the Historic Property, which shall apply to the Historic Property and be complied with by Owner throughout the term of this Agreement. In addition, Owner shall comply with the terms of the City's Cultural Resources Ordinance 1168 (Title 29 of the Palm Desert Municipal Code), and shall obtain any applicable permits necessary to protect, preserve, restore, and rehabilitate the Historic Property so as to maintain its historical and cultural significance.
- B. Owner shall, where necessary, repair, maintain, restore, and rehabilitate the Historic Property according to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation and the City of Palm Desert. The condition of the exterior of the Historic Property on the effective date of this Agreement is documented in photographs attached as Exhibit "C" and incorporated herein by this reference. At a minimum, Owner shall continually maintain the exterior of the Historic Property in the same condition as documented in Exhibit "C."
- C. Owner shall carry out specific restoration, repair, maintenance, and/or rehabilitation projects on the Historic Property, as outlined in the attached Exhibit "D," which is incorporated herein by this reference. All such projects shall be undertaken and completed in accordance with the Secretary of Interior Standards for Rehabilitation and the City of Palm Desert design guidelines.
- D. Owner shall not be permitted to block the view corridor with any new structure, such as walls, fences, or shrubbery, so as to prevent the viewing of the Historic Property from the public right-of-way.

6. <u>Periodic Examinations</u>. Upon reasonable advance notice, Owner shall allow reasonable periodic examinations of the interior and exterior of the Historic Property by representatives of the County Assessor, the State Department of Parks and Recreation, the State Board of Equalization and/or City, as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement. City shall inspect Historic Property prior to entering into this Agreement and at least every five years thereafter to determine Owner's continued compliance with Agreement.

7. <u>Provision of Information of Compliance</u>. Owner hereby agrees to furnish City with any and all information requested by City, which City deems necessary or advisable to determine eligibility of the Historic Property and compliance with the terms and provisions of this Agreement.

- 8. <u>Breach of Agreement; Remedies</u>.
 - A. <u>Notice of Breach</u>; <u>Opportunity to Cure</u>. If Owner breaches any provision of this Agreement, City may give written notice to Owner by registered or certified mail detailing Owner's violations. If such violation is not corrected to the reasonable satisfaction of City within thirty (30) days after the date of notice of violation, or within such a reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within thirty (30) days and thereafter diligently pursued to completion), the City may, without further notice, declare Owner to be in breach of this Agreement. Upon City's declaration of Owner's breach, City may pursue any remedy available under local, state, or federal law, including those specifically provided for in this section.
 - B. <u>Remedy Cancellation</u>. City may cancel this Agreement if City determines, following a duly noticed public hearing in accordance with Government Code section 50286, that Owner breached any of the conditions of the Agreement, Owner allowed the Historic Property to deteriorate to the point that it no longer meets the standards for a

qualified historic property, or Owner failed to maintain and preserve the Historic Property in accordance with the terms of this Agreement. If this Agreement is cancelled, under this paragraph, Owner shall pay a cancellation fee to the Office of the Auditor for the County of Riverside as required by Government Code section 50286.

C. <u>Alternative Remedies</u>. As an alternative to cancellation of this Agreement for Owner's breach of any condition, City may bring an action in court necessary to enforce this Agreement including, but not limited to, an action to enforce this Agreement by specific performance, injunction, or receivership.

9. <u>Destruction of Property; Eminent Domain; Cancellation</u>. If the Historic Property is destroyed by earthquake, fire, flood, or other natural disaster such that in the opinion of the City Building Official more than sixty percent (60%) of the original fabric of the structure must be replaced, this Agreement shall be cancelled because the historic value of the structure will have been destroyed. If the Historic Property is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by the City Council to frustrate the purpose of this Agreement, this Agreement shall be cancelled. No cancellation fee pursuant to Government Code section 50286 shall be imposed if the Agreement is cancelled pursuant to this Section.

10. <u>Waiver</u>. City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties are available to the City to pursue in the event that there is a reach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

11. <u>Binding Effect of Agreement</u>. Owner hereby subjects the Historic Property to the covenants, conditions, and restrictions set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, conditions, and

restrictions set forth herein shall be deemed covenants running with the land and shall inure to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. Each and every contract, deed or other instrument herein after executed, covering or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

12. <u>Covenants Run with the Land</u>. City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historical characteristics and significance of the Historic Property for the benefit of the public and the Owner.

13. <u>Notice</u>. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto:

City: City of Palm Desert Building and Safety Division 73-510 Fred Waring Drive Palm Desert, CA 92260

Owner: Justin Andrews and Courteney Andrews 242 Sandpiper Street Palm Desert, CA 92260

14. <u>Effect of Agreement</u>. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and

any of their heirs, successors or assigns, nor shall such terms, provisions or conditions cause the parties to be considered joint venturers or members of any joint enterprise.

15. Indemnity of City. Owner shall defend, indemnify, and hold harmless City and its elected officials, officers, agents and employees from any actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state or local governmental agency, arising out of or incident to (i) the direct or indirect use operation, or maintenance of the Historic Property by Owner or any contractor, subcontractor, employee, agent, lessee, licensee, invitee, or any other person; (ii) Owner's activities in connection with the Historic Property; and (iii) any restrictions on the use or development of the Historic Property, from application or enforcement of Title 29 of the City's Municipal Code, or from the enforcement of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them.

Owner's obligation to indemnify shall survive the termination, cancellation, or expiration of this Agreement and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.

16. <u>Binding Upon Successors</u>. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.

17. <u>Legal Costs</u>. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, conditions or restrictions contained herein, or to determine the rights and duties of any party

hereunder, the prevailing party in such proceeding may recover all reasonable attorneys' fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

18. <u>Severability</u>. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

19. <u>Recordation</u>. No later than twenty (20) days after the Effective Date, City shall cause this Agreement to be recorded in the office of the County Recorder of the County of Riverside.

20. <u>Amendments</u>. This Agreement may be amended, in whole or in part, only by written recorded instrument executed by the parties hereto.

21. <u>Governing Law and Venue</u>. This Agreement shall be construed and governed in accordance with the laws of the State of California. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

IN WITNESS WHEREOF, City and Owner have executed this Agreement on the day and year first above written.

Dated:	CITY OF PALM DESERT
	By JAN C. HARNIK, MAYOR
	ATTEST:
	By ANTHONY J. MEJIA, CITY CLERK CITY OF PALM DESERT, CALIFORNIA
Dated:	Justin Andrews
	Owner
	Courteney Andrews
	Owner
APPROVED AS TO FORM	
ROBERT W. HARGREAVES CITY ATTORNEY	

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	
	} SS.
County of	 }

On	, 2022 , before me,	, a Notary Public,
personally	appeared	, who
proved to	me on the basis of satisfactory evidence	e to be the person(s) whose
name(s) is	are subscribed to the within instrument a	and acknowledged to me that
he/she/the	y executed the same in his/her/their auth	orized capacity(ies), and that
by his/her/	/their signature(s) on the instrument the	person(s), or the entity upon
behalf of w	which the person(s) acted, executed the in	strument.

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 _____

342 SANDPIPER CONTRACT

RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

City Clerk's Office City of Palm Desert 73-510 Fred Waring Drive Palm Desert, CA 92260-2578

> FOR THE BENEFIT OF THE **CITY OF PALM DESERT** - NO FEE -6103 OF THE GOVT. CODE

(This Space for Recorder's Use Only)

Historic Property Preservation Agreement ("Mills Act Contract")

Between

City of Palm Desert, California

a Municipal Corporation "City"

and

DON LUSSIER and JOY LUSSIER TRUSTEES of the LUSSIER FAMILY LIVING TRUST dated 2/13/18

"Owner"

Legal Description of Property APN 640-260-005 342 Sandpiper Street, Palm Desert, California 92260

Dated: August 25, 2022

(Resolution No. 2022-08 - Case No. CRPC 21-02 Approved at the Palm Desert City Council Meeting of February 10, 2022)

(Title of Document)
HISTORIC PROPERTY PRESERVATION AGREEMENT ("MILLS ACT CONTRACT or Agreement")

This agreement is made this August 25, 2022, by and between the City of Palm Desert, a municipal corporation ("City") and <u>Don Lussier and Joy Lussier Trustees of the Lussier Family</u> <u>Living Trust dated 2/13/18</u> ("Owner").

RECITALS

1. California Government Code section 50280, et. seq. allows cities the discretion to enter into contracts with the owners of qualified historic properties, as that term is defined in Government Code section 50280.1, for the purpose of providing for the use, maintenance, protection, and restoration of such historic property so as to retain its characteristics as property of historic significance.

2. Owner holds fee title in and to that certain real property, together with associated structures and improvements thereon, generally located at the street address <u>342</u> <u>Sandpiper Street</u>, Palm Desert, California ("Historic Property"). A legal description of the Historic Property is attached hereto as Exhibit "A," and incorporated herein by this reference.

3. On <u>February 10, 2022</u>, the Cultural Resources Preservation Committee and/or the City Council designated the Historic Property as an historic resource pursuant to the terms and provisions of Title 29 of the Palm Desert Municipal Code.

4. City and Owner desire to enter into this Agreement for the purpose of protecting and preserving the characteristics of historical significance of the Historic Property that help provide the community with its own unique civic identity and character.

5. Owner, in consideration for abiding by the terms of this Agreement, shall be entitled to qualify for a reassessment of valuation of the Historic Property, pursuant to the

provisions of Chapter 3, Part 2, of Division 1 of the California Revenue and Taxation Code, and any corresponding adjustment in property taxes resulting therefrom.

<u>TERMS</u> NOW, THEREFORE, the City and Owner in consideration of mutual covenants and conditions set forth herein, do hereby agree as follows:

1. <u>Effective Date and Term of Agreement</u>. This Agreement shall be effective and commence on August 25, 2022, ("Effective Date") and shall remain in effect for a term of ten (10) years thereafter.

2. <u>Yearly Renewal</u>. Each year upon the anniversary of the Effective Date ("Renewal Date"), an additional one (1) year shall automatically be added to the remaining term of the Agreement unless a notice of nonrenewal is delivered as provided in Section 3 of this Agreement.

3. <u>Nonrenewal</u>. If either the Owner or City desires in any year not to renew this Agreement, Owner or City shall serve a written notice of nonrenewal upon the party in advance of the Renewal Date ("Notice of Nonrenewal"). The Notice of Nonrenewal shall be effective only if served by Owner upon City at least ninety (90) days prior to the Renewal Date, or if served by City upon Owner, the Notice of Nonrenewal shall be effective only if served upon Owner at least sixty (60) days prior to the Renewal Date. If either City or Owner serves a Notice of Nonrenewal in any year, this Agreement shall remain in effect for the balance of the term then remaining.

4. <u>Owner Protest of City Nonrenewal</u>. Within fifteen (15) days of Owner's receipt of the Notice of Nonrenewal from City, Owner may file with City a written protest of the Notice of Nonrenewal. Upon receipt of the written protect, the City Council shall set a hearing prior to the expiration of the Renewal Date of this Agreement. Owner may furnish the City Council with any information which Owner deems relevant and shall furnish the City Council with any information it may require. The City Council may, at any time prior to the annual Renewal Date, withdraw its Notice of Nonrenewal.

5. <u>Standards for Historical Property</u>. During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

- A. Owner shall preserve and maintain the characteristics of the cultural and historical significance of the Historic Property. Attached hereto as Exhibit "B," and incorporated herein by this reference, is a list of the minimum standards and conditions for maintenance, use, protection, and preservation of the Historic Property, which shall apply to the Historic Property and be complied with by Owner throughout the term of this Agreement. In addition, Owner shall comply with the terms of the City's Cultural Resources Ordinance 1168 (Title 29 of the Palm Desert Municipal Code), and shall obtain any applicable permits necessary to protect, preserve, restore, and rehabilitate the Historic Property so as to maintain its historical and cultural significance.
- B. Owner shall, where necessary, repair, maintain, restore, and rehabilitate the Historic Property according to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation and the City of Palm Desert. The condition of the exterior of the Historic Property on the effective date of this Agreement is documented in photographs attached as Exhibit "C" and incorporated herein by this reference. At a minimum, Owner shall continually maintain the exterior of the Historic Property in the same condition as documented in Exhibit "C."
- C. Owner shall carry out specific restoration, repair, maintenance, and/or rehabilitation projects on the Historic Property, as outlined in the attached Exhibit "D," which is incorporated herein by this reference. All such projects shall be undertaken and completed in accordance with the Secretary of Interior Standards for Rehabilitation and the City of Palm Desert design guidelines.

D. Owner shall not be permitted to block the view corridor with any new structure, such as walls, fences, or shrubbery, so as to prevent the viewing of the Historic Property from the public right-of-way.

6. <u>Periodic Examinations</u>. Upon reasonable advance notice, Owner shall allow reasonable periodic examinations of the interior and exterior of the Historic Property by representatives of the County Assessor, the State Department of Parks and Recreation, the State Board of Equalization and/or City, as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement. City shall inspect Historic Property prior to entering into this Agreement and at least every five years thereafter to determine Owner's continued compliance with Agreement.

7. <u>Provision of Information of Compliance</u>. Owner hereby agrees to furnish City with any and all information requested by City, which City deems necessary or advisable to determine eligibility of the Historic Property and compliance with the terms and provisions of this Agreement.

- 8. Breach of Agreement; Remedies.
 - A. <u>Notice of Breach; Opportunity to Cure</u>. If Owner breaches any provision of this Agreement, City may give written notice to Owner by registered or certified mail detailing Owner's violations. If such violation is not corrected to the reasonable satisfaction of City within thirty (30) days after the date of notice of violation, or within such a reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within thirty (30) days and thereafter diligently pursued to completion), the City may, without further notice, declare Owner to be in breach of this Agreement. Upon City's declaration of Owner's breach, City may pursue any remedy available under local, state, or federal law, including those specifically provided for in this section.

- B. <u>Remedy Cancellation</u>. City may cancel this Agreement if City determines, following a duly noticed public hearing in accordance with Government Code section 50286, that Owner breached any of the conditions of the Agreement, Owner allowed the Historic Property to deteriorate to the point that it no longer meets the standards for a qualified historic property, or Owner failed to maintain and preserve the Historic Property in accordance with the terms of this Agreement. If this Agreement is cancelled, under this paragraph, Owner shall pay a cancellation fee to the Office of the Auditor for the County of Riverside as required by Government Code section 50286.
- C. <u>Alternative Remedies</u>. As an alternative to cancellation of this Agreement for Owner's breach of any condition, City may bring an action in court necessary to enforce this Agreement including, but not limited to, an action to enforce this Agreement by specific performance, injunction, or receivership.

9. <u>Destruction of Property; Eminent Domain; Cancellation</u>. If the Historic Property is destroyed by earthquake, fire, flood, or other natural disaster such that in the opinion of the City Building Official more than sixty percent (60%) of the original fabric of the structure must be replaced, this Agreement shall be cancelled because the historic value of the structure will have been destroyed. If the Historic Property is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by the City Council to frustrate the purpose of this Agreement, this Agreement shall be cancelled. No cancellation fee pursuant to Government Code section 50286 shall be imposed if the Agreement is cancelled pursuant to this Section.

10. <u>Waiver</u>. City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties are available to the City to pursue in the event that there is a reach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

11. <u>Binding Effect of Agreement</u>. Owner hereby subjects the Historic Property to the covenants, conditions, and restrictions set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, conditions, and restrictions set forth herein shall be deemed covenants running with the land and shall inure to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. Each and every contract, deed or other instrument herein after executed, covering or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

12. <u>Covenants Run with the Land</u>. City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historical characteristics and significance of the Historic Property for the benefit of the public and the Owner.

13. <u>Notice</u>. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto:

City: City of Palm Desert Building and Safety Division 73-510 Fred Waring Drive Palm Desert, CA 92260

Owner:Don Lussier and Joy Lussier Trustees of the LussierFamily Living Trust dated 2/13/18342 Sandpiper Street, Palm Desert, CA 92260

14. <u>Effect of Agreement</u>. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns, nor shall such terms, provisions or conditions cause the parties to be considered joint venturers or members of any joint enterprise.

15. Indemnity of City. Owner shall defend, indemnify, and hold harmless City and its elected officials, officers, agents and employees from any actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state or local governmental agency, arising out of or incident to (i) the direct or indirect use operation, or maintenance of the Historic Property by Owner or any contractor, subcontractor, employee, agent, lessee, licensee, invitee, or any other person; (ii) Owner's activities in connection with the Historic Property; and (iii) any restrictions on the use or development of the Historic Property, from application or enforcement of Title 29 of the City's Municipal Code, or from the enforcement of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them.

Owner's obligation to indemnify shall survive the termination, cancellation, or expiration of this Agreement and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.

16. <u>Binding Upon Successors</u>. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and

shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.

17. <u>Legal Costs</u>. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, conditions or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorneys' fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

18. <u>Severability</u>. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

19. <u>Recordation</u>. No later than twenty (20) days after the Effective Date, City shall cause this Agreement to be recorded in the office of the County Recorder of the County of Riverside.

20. <u>Amendments</u>. This Agreement may be amended, in whole or in part, only by written recorded instrument executed by the parties hereto.

21. <u>Governing Law and Venue</u>. This Agreement shall be construed and governed in accordance with the laws of the State of California. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

IN WITNESS WHEREOF, City and Owner have executed this Agreement on the day and year first above written.

Dated:	CITY OF PALM DESERT	
	By JAN C. HARNIK, MAYOR	
	ATTEST:	
	By ANTHONY J. MEJIA, CITY CLERK CITY OF PALM DESERT, CALIFORNIA	
Dated:	Don Lussier	
	Owner	
	Joy Lussier	
	Owner	
APPROVED AS TO FORM		
ROBERT W. HARGREAVES CITY ATTORNEY		

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	
	} SS.
County of	}

On	, 2022 , before me,	, a Notary Public,
personally	appeared	, who
proved to	me on the basis of satisfactory evidence	e to be the person(s) whose
name(s) is	are subscribed to the within instrument a	and acknowledged to me that
he/she/the	y executed the same in his/her/their auth	orized capacity(ies), and that
by his/her/	/their signature(s) on the instrument the	person(s), or the entity upon
behalf of w	which the person(s) acted, executed the inst	strument.

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 _____

352 SANDPIPER CONTRACT

RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

City Clerk's Office City of Palm Desert 73-510 Fred Waring Drive Palm Desert, CA 92260-2578

> FOR THE BENEFIT OF THE CITY OF PALM DESERT - NO FEE -6103 OF THE GOVT. CODE

(This Space for Recorder's Use Only)

Historic Property Preservation Agreement ("Mills Act Contract")

Between

City of Palm Desart Californi

City of Palm Desert, California

a Municipal Corporation "City"

and

Paul Preston

"Owner"

Legal Description of Property APN 640-260-003

352 Sandpiper Street, Palm Desert, California 92260

Dated: August 25, 2022

(Resolution No. 2022-08 – Case No. CRPC 21-02 Approved at the Palm Desert City Council Meeting of February 10, 2022)

(Title of Document)

Item 1J-228

HISTORIC PROPERTY PRESERVATION AGREEMENT ("MILLS ACT CONTRACT or Agreement")

This agreement is made this August 25, 2022, by and between the City of Palm Desert, a municipal corporation ("City") and <u>Paul Preston</u> ("Owner").

RECITALS

1. California Government Code section 50280, et. seq. allows cities the discretion to enter into contracts with the owners of qualified historic properties, as that term is defined in Government Code section 50280.1, for the purpose of providing for the use, maintenance, protection, and restoration of such historic property so as to retain its characteristics as property of historic significance.

2. Owner holds fee title in and to that certain real property, together with associated structures and improvements thereon, generally located at the street address <u>352</u> <u>Sandpiper Street</u>, Palm Desert, California ("Historic Property"). A legal description of the Historic Property is attached hereto as Exhibit "A," and incorporated herein by this reference.

3. On <u>February 10, 2022</u>, the Cultural Resources Preservation Committee and/or the City Council designated the Historic Property as an historic resource pursuant to the terms and provisions of Title 29 of the Palm Desert Municipal Code.

4. City and Owner desire to enter into this Agreement for the purpose of protecting and preserving the characteristics of historical significance of the Historic Property that help provide the community with its own unique civic identity and character.

5. Owner, in consideration for abiding by the terms of this Agreement, shall be entitled to qualify for a reassessment of valuation of the Historic Property, pursuant to the provisions of Chapter 3, Part 2, of Division 1 of the California Revenue and Taxation Code, and any corresponding adjustment in property taxes resulting therefrom.

<u>TERMS</u> NOW, THEREFORE, the City and Owner in consideration of mutual covenants and conditions set forth herein, do hereby agree as follows:

1. <u>Effective Date and Term of Agreement</u>. This Agreement shall be effective and commence on August 25, 2022, ("Effective Date") and shall remain in effect for a term of ten (10) years thereafter.

2. <u>Yearly Renewal</u>. Each year upon the anniversary of the Effective Date ("Renewal Date"), an additional one (1) year shall automatically be added to the remaining term of the Agreement unless a notice of nonrenewal is delivered as provided in Section 3 of this Agreement.

3. <u>Nonrenewal</u>. If either the Owner or City desires in any year not to renew this Agreement, Owner or City shall serve a written notice of nonrenewal upon the party in advance of the Renewal Date ("Notice of Nonrenewal"). The Notice of Nonrenewal shall be effective only if served by Owner upon City at least ninety (90) days prior to the Renewal Date, or if served by City upon Owner, the Notice of Nonrenewal shall be effective only if served upon Owner at least sixty (60) days prior to the Renewal Date. If either City or Owner serves a Notice of Nonrenewal in any year, this Agreement shall remain in effect for the balance of the term then remaining.

4. <u>Owner Protest of City Nonrenewal</u>. Within fifteen (15) days of Owner's receipt of the Notice of Nonrenewal from City, Owner may file with City a written protest of the Notice of Nonrenewal. Upon receipt of the written protect, the City Council shall set a hearing prior to the expiration of the Renewal Date of this Agreement. Owner may furnish the City Council with any information which Owner deems relevant and shall furnish the City Council with any information it may require. The City Council may, at any time prior to the annual Renewal Date, withdraw its Notice of Nonrenewal.

5. <u>Standards for Historical Property</u>. During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

- A. Owner shall preserve and maintain the characteristics of the cultural and historical significance of the Historic Property. Attached hereto as Exhibit "B," and incorporated herein by this reference, is a list of the minimum standards and conditions for maintenance, use, protection, and preservation of the Historic Property, which shall apply to the Historic Property and be complied with by Owner throughout the term of this Agreement. In addition, Owner shall comply with the terms of the City's Cultural Resources Ordinance 1168 (Title 29 of the Palm Desert Municipal Code), and shall obtain any applicable permits necessary to protect, preserve, restore, and rehabilitate the Historic Property so as to maintain its historical and cultural significance.
- B. Owner shall, where necessary, repair, maintain, restore, and rehabilitate the Historic Property according to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation and the City of Palm Desert. The condition of the exterior of the Historic Property on the effective date of this Agreement is documented in photographs attached as Exhibit "C" and incorporated herein by this reference. At a minimum, Owner shall continually maintain the exterior of the Historic Property in the same condition as documented in Exhibit "C."
- C. Owner shall carry out specific restoration, repair, maintenance, and/or rehabilitation projects on the Historic Property, as outlined in the attached Exhibit "D," which is incorporated herein by this reference. All such projects shall be undertaken and completed in accordance with the Secretary of Interior Standards for Rehabilitation and the City of Palm Desert design guidelines.
- D. Owner shall not be permitted to block the view corridor with any new structure, such as walls, fences, or shrubbery, so as to prevent the viewing of the Historic Property from the public right-of-way.

6. <u>Periodic Examinations</u>. Upon reasonable advance notice, Owner shall allow reasonable periodic examinations of the interior and exterior of the Historic Property by representatives of the County Assessor, the State Department of Parks and Recreation, the State Board of Equalization and/or City, as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement. City shall inspect Historic Property prior to entering into this Agreement and at least every five years thereafter to determine Owner's continued compliance with Agreement.

7. <u>Provision of Information of Compliance</u>. Owner hereby agrees to furnish City with any and all information requested by City, which City deems necessary or advisable to determine eligibility of the Historic Property and compliance with the terms and provisions of this Agreement.

- 8. <u>Breach of Agreement; Remedies</u>.
 - A. <u>Notice of Breach</u>; <u>Opportunity to Cure</u>. If Owner breaches any provision of this Agreement, City may give written notice to Owner by registered or certified mail detailing Owner's violations. If such violation is not corrected to the reasonable satisfaction of City within thirty (30) days after the date of notice of violation, or within such a reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within thirty (30) days and thereafter diligently pursued to completion), the City may, without further notice, declare Owner to be in breach of this Agreement. Upon City's declaration of Owner's breach, City may pursue any remedy available under local, state, or federal law, including those specifically provided for in this section.
 - B. <u>Remedy Cancellation</u>. City may cancel this Agreement if City determines, following a duly noticed public hearing in accordance with Government Code section 50286, that Owner breached any of the conditions of the Agreement, Owner allowed the Historic Property to deteriorate to the point that it no longer meets the standards for a

qualified historic property, or Owner failed to maintain and preserve the Historic Property in accordance with the terms of this Agreement. If this Agreement is cancelled, under this paragraph, Owner shall pay a cancellation fee to the Office of the Auditor for the County of Riverside as required by Government Code section 50286.

C. <u>Alternative Remedies</u>. As an alternative to cancellation of this Agreement for Owner's breach of any condition, City may bring an action in court necessary to enforce this Agreement including, but not limited to, an action to enforce this Agreement by specific performance, injunction, or receivership.

9. <u>Destruction of Property; Eminent Domain; Cancellation</u>. If the Historic Property is destroyed by earthquake, fire, flood, or other natural disaster such that in the opinion of the City Building Official more than sixty percent (60%) of the original fabric of the structure must be replaced, this Agreement shall be cancelled because the historic value of the structure will have been destroyed. If the Historic Property is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by the City Council to frustrate the purpose of this Agreement, this Agreement shall be cancelled. No cancellation fee pursuant to Government Code section 50286 shall be imposed if the Agreement is cancelled pursuant to this Section.

10. <u>Waiver</u>. City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties are available to the City to pursue in the event that there is a reach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

11. <u>Binding Effect of Agreement</u>. Owner hereby subjects the Historic Property to the covenants, conditions, and restrictions set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, conditions, and

restrictions set forth herein shall be deemed covenants running with the land and shall inure to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. Each and every contract, deed or other instrument herein after executed, covering or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

12. <u>Covenants Run with the Land</u>. City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historical characteristics and significance of the Historic Property for the benefit of the public and the Owner.

13. <u>Notice</u>. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto:

City: City of Palm Desert Building and Safety Division 73-510 Fred Waring Drive Palm Desert, CA 92260

Owner: <u>Paul Preston</u> <u>352 Sandpiper Street</u> <u>Palm Desert, CA 92260</u>

14. <u>Effect of Agreement</u>. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and

any of their heirs, successors or assigns, nor shall such terms, provisions or conditions cause the parties to be considered joint venturers or members of any joint enterprise.

15. Indemnity of City. Owner shall defend, indemnify, and hold harmless City and its elected officials, officers, agents and employees from any actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state or local governmental agency, arising out of or incident to (i) the direct or indirect use operation, or maintenance of the Historic Property by Owner or any contractor, subcontractor, employee, agent, lessee, licensee, invitee, or any other person; (ii) Owner's activities in connection with the Historic Property; and (iii) any restrictions on the use or development of the Historic Property, from application or enforcement of Title 29 of the City's Municipal Code, or from the enforcement of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them.

Owner's obligation to indemnify shall survive the termination, cancellation, or expiration of this Agreement and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.

16. <u>Binding Upon Successors</u>. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.

17. <u>Legal Costs</u>. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, conditions or restrictions contained herein, or to determine the rights and duties of any party

hereunder, the prevailing party in such proceeding may recover all reasonable attorneys' fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

18. <u>Severability</u>. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

19. <u>Recordation</u>. No later than twenty (20) days after the Effective Date, City shall cause this Agreement to be recorded in the office of the County Recorder of the County of Riverside.

20. <u>Amendments</u>. This Agreement may be amended, in whole or in part, only by written recorded instrument executed by the parties hereto.

21. <u>Governing Law and Venue</u>. This Agreement shall be construed and governed in accordance with the laws of the State of California. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

IN WITNESS WHEREOF, City and Owner have executed this Agreement on the day and year first above written.

Dated:	CITY OF PALM DESERT	
	By JAN C. HARNIK, MAYOR	
	ATTEST:	
	By ANTHONY J. MEJIA, CITY CLERK CITY OF PALM DESERT, CALIFORNIA	
Dated:	Paul Preston	
	Owner	
APPROVED AS TO FORM		

ROBERT W. HARGREAVES CITY ATTORNEY 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	
	} SS.
County of	}

On	, 2022 , before me,	, a Notary Public,
personally	appeared	, who
proved to	me on the basis of satisfactory eviden	ce to be the person(s) whose
name(s) is/	/are subscribed to the within instrument	and acknowledged to me that
he/she/they	y executed the same in his/her/their aut	thorized capacity(ies), and that
by his/her/	their signature(s) on the instrument the	e person(s), or the entity upon
behalf of w	hich the person(s) acted, executed the i	nstrument.

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 _____

361 SANDPIPER CONTRACT

Item 1J-239

RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

City Clerk's Office City of Palm Desert 73-510 Fred Waring Drive Palm Desert, CA 92260-2578

> FOR THE BENEFIT OF THE **CITY OF PALM DESERT** - NO FEE -6103 OF THE GOVT. CODE

(This Space for Recorder's Use Only)

Historic Property Preservation Agreement ("Mills Act Contract")

Between

City of Palm Desert, California

a Municipal Corporation "City"

and

NOREEN COUP "Owner"

Legal Description of Property APN 640-260-008 361 Sandpiper Street, Palm Desert, California 92260

Dated: August 25, 2022

(Resolution No. 2022-08 - Case No. CRPC 21-02 Approved at the Palm Desert City Council Meeting of February 10, 2022)

(Title of Document)

Item 1J-240

HISTORIC PROPERTY PRESERVATION AGREEMENT ("MILLS ACT CONTRACT or Agreement")

This agreement is made this August 25, 2022, by and between the City of Palm Desert, a municipal corporation ("City") and <u>Noreen Coup</u> ("Owner").

RECITALS

1. California Government Code section 50280, et. seq. allows cities the discretion to enter into contracts with the owners of qualified historic properties, as that term is defined in Government Code section 50280.1, for the purpose of providing for the use, maintenance, protection, and restoration of such historic property so as to retain its characteristics as property of historic significance.

2. Owner holds fee title in and to that certain real property, together with associated structures and improvements thereon, generally located at the street address <u>361</u> <u>Sandpiper Street</u>, Palm Desert, California ("Historic Property"). A legal description of the Historic Property is attached hereto as Exhibit "A," and incorporated herein by this reference.

3. On <u>February 10, 2022</u>, the Cultural Resources Preservation Committee and/or the City Council designated the Historic Property as an historic resource pursuant to the terms and provisions of Title 29 of the Palm Desert Municipal Code.

4. City and Owner desire to enter into this Agreement for the purpose of protecting and preserving the characteristics of historical significance of the Historic Property that help provide the community with its own unique civic identity and character.

5. Owner, in consideration for abiding by the terms of this Agreement, shall be entitled to qualify for a reassessment of valuation of the Historic Property, pursuant to the provisions of Chapter 3, Part 2, of Division 1 of the California Revenue and Taxation Code, and any corresponding adjustment in property taxes resulting therefrom.

<u>TERMS</u> NOW, THEREFORE, the City and Owner in consideration of mutual covenants and conditions set forth herein, do hereby agree as follows:

1. <u>Effective Date and Term of Agreement</u>. This Agreement shall be effective and commence on August 25, 2022, ("Effective Date") and shall remain in effect for a term of ten (10) years thereafter.

2. <u>Yearly Renewal</u>. Each year upon the anniversary of the Effective Date ("Renewal Date"), an additional one (1) year shall automatically be added to the remaining term of the Agreement unless a notice of nonrenewal is delivered as provided in Section 3 of this Agreement.

3. <u>Nonrenewal</u>. If either the Owner or City desires in any year not to renew this Agreement, Owner or City shall serve a written notice of nonrenewal upon the party in advance of the Renewal Date ("Notice of Nonrenewal"). The Notice of Nonrenewal shall be effective only if served by Owner upon City at least ninety (90) days prior to the Renewal Date, or if served by City upon Owner, the Notice of Nonrenewal shall be effective only if served upon Owner at least sixty (60) days prior to the Renewal Date. If either City or Owner serves a Notice of Nonrenewal in any year, this Agreement shall remain in effect for the balance of the term then remaining.

4. <u>Owner Protest of City Nonrenewal</u>. Within fifteen (15) days of Owner's receipt of the Notice of Nonrenewal from City, Owner may file with City a written protest of the Notice of Nonrenewal. Upon receipt of the written protect, the City Council shall set a hearing prior to the expiration of the Renewal Date of this Agreement. Owner may furnish the City Council with any information which Owner deems relevant and shall furnish the City Council with any information it may require. The City Council may, at any time prior to the annual Renewal Date, withdraw its Notice of Nonrenewal.

5. <u>Standards for Historical Property</u>. During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

- A. Owner shall preserve and maintain the characteristics of the cultural and historical significance of the Historic Property. Attached hereto as Exhibit "B," and incorporated herein by this reference, is a list of the minimum standards and conditions for maintenance, use, protection, and preservation of the Historic Property, which shall apply to the Historic Property and be complied with by Owner throughout the term of this Agreement. In addition, Owner shall comply with the terms of the City's Cultural Resources Ordinance 1168 (Title 29 of the Palm Desert Municipal Code), and shall obtain any applicable permits necessary to protect, preserve, restore, and rehabilitate the Historic Property so as to maintain its historical and cultural significance.
- B. Owner shall, where necessary, repair, maintain, restore, and rehabilitate the Historic Property according to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation and the City of Palm Desert. The condition of the exterior of the Historic Property on the effective date of this Agreement is documented in photographs attached as Exhibit "C" and incorporated herein by this reference. At a minimum, Owner shall continually maintain the exterior of the Historic Property in the same condition as documented in Exhibit "C."
- C. Owner shall carry out specific restoration, repair, maintenance, and/or rehabilitation projects on the Historic Property, as outlined in the attached Exhibit "D," which is incorporated herein by this reference. All such projects shall be undertaken and completed in accordance with the Secretary of Interior Standards for Rehabilitation and the City of Palm Desert design guidelines.
- D. Owner shall not be permitted to block the view corridor with any new structure, such as walls, fences, or shrubbery, so as to prevent the viewing of the Historic Property from the public right-of-way.

6. <u>Periodic Examinations</u>. Upon reasonable advance notice, Owner shall allow reasonable periodic examinations of the interior and exterior of the Historic Property by representatives of the County Assessor, the State Department of Parks and Recreation, the State Board of Equalization and/or City, as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement. City shall inspect Historic Property prior to entering into this Agreement and at least every five years thereafter to determine Owner's continued compliance with Agreement.

7. <u>Provision of Information of Compliance</u>. Owner hereby agrees to furnish City with any and all information requested by City, which City deems necessary or advisable to determine eligibility of the Historic Property and compliance with the terms and provisions of this Agreement.

- 8. <u>Breach of Agreement; Remedies</u>.
 - A. <u>Notice of Breach</u>; <u>Opportunity to Cure</u>. If Owner breaches any provision of this Agreement, City may give written notice to Owner by registered or certified mail detailing Owner's violations. If such violation is not corrected to the reasonable satisfaction of City within thirty (30) days after the date of notice of violation, or within such a reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within thirty (30) days and thereafter diligently pursued to completion), the City may, without further notice, declare Owner to be in breach of this Agreement. Upon City's declaration of Owner's breach, City may pursue any remedy available under local, state, or federal law, including those specifically provided for in this section.
 - B. <u>Remedy Cancellation</u>. City may cancel this Agreement if City determines, following a duly noticed public hearing in accordance with Government Code section 50286, that Owner breached any of the conditions of the Agreement, Owner allowed the Historic Property to deteriorate to the point that it no longer meets the standards for a

qualified historic property, or Owner failed to maintain and preserve the Historic Property in accordance with the terms of this Agreement. If this Agreement is cancelled, under this paragraph, Owner shall pay a cancellation fee to the Office of the Auditor for the County of Riverside as required by Government Code section 50286.

C. <u>Alternative Remedies</u>. As an alternative to cancellation of this Agreement for Owner's breach of any condition, City may bring an action in court necessary to enforce this Agreement including, but not limited to, an action to enforce this Agreement by specific performance, injunction, or receivership.

9. <u>Destruction of Property; Eminent Domain; Cancellation</u>. If the Historic Property is destroyed by earthquake, fire, flood, or other natural disaster such that in the opinion of the City Building Official more than sixty percent (60%) of the original fabric of the structure must be replaced, this Agreement shall be cancelled because the historic value of the structure will have been destroyed. If the Historic Property is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by the City Council to frustrate the purpose of this Agreement, this Agreement shall be cancelled. No cancellation fee pursuant to Government Code section 50286 shall be imposed if the Agreement is cancelled pursuant to this Section.

10. <u>Waiver</u>. City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties are available to the City to pursue in the event that there is a reach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

11. <u>Binding Effect of Agreement</u>. Owner hereby subjects the Historic Property to the covenants, conditions, and restrictions set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, conditions, and

restrictions set forth herein shall be deemed covenants running with the land and shall inure to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. Each and every contract, deed or other instrument herein after executed, covering or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

12. <u>Covenants Run with the Land</u>. City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historical characteristics and significance of the Historic Property for the benefit of the public and the Owner.

13. <u>Notice</u>. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto:

City: City of Palm Desert Building and Safety Division 73-510 Fred Waring Drive Palm Desert, CA 92260

Owner: <u>Noreen Coup</u> <u>361 Sandpiper Street</u> <u>Palm Desert, CA 92260</u>

14. <u>Effect of Agreement</u>. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and

any of their heirs, successors, or assigns, nor shall such terms, provisions or conditions cause the parties to be considered joint venturers or members of any joint enterprise.

15. Indemnity of City. Owner shall defend, indemnify, and hold harmless City and its elected officials, officers, agents and employees from any actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state or local governmental agency, arising out of or incident to (i) the direct or indirect use operation, or maintenance of the Historic Property by Owner or any contractor, subcontractor, employee, agent, lessee, licensee, invitee, or any other person; (ii) Owner's activities in connection with the Historic Property; and (iii) any restrictions on the use or development of the Historic Property, from application or enforcement of Title 29 of the City's Municipal Code, or from the enforcement of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them.

Owner's obligation to indemnify shall survive the termination, cancellation, or expiration of this Agreement and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.

16. <u>Binding Upon Successors</u>. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.

17. <u>Legal Costs</u>. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, conditions or

restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorneys' fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

18. <u>Severability</u>. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

19. <u>Recordation</u>. No later than twenty (20) days after the Effective Date, City shall cause this Agreement to be recorded in the office of the County Recorder of the County of Riverside.

20. <u>Amendments</u>. This Agreement may be amended, in whole or in part, only by written recorded instrument executed by the parties hereto.

21. <u>Governing Law and Venue</u>. This Agreement shall be construed and governed in accordance with the laws of the State of California. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

Item 1J-248

IN WITNESS WHEREOF, City and Owner have executed this Agreement on the day and year first above written.

Dated:	CITY OF PALM DESERT
	By JAN C. HARNIK, MAYOR
	ATTEST:
	By ANTHONY J. MEJIA, CITY CLERK CITY OF PALM DESERT, CALIFORNIA
Dated:	Noreen Coup
	Owner
APPROVED AS TO FORM	

ROBERT W. HARGREAVES CITY ATTORNEY

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	
	} SS.
County of	}

On	, 2022 , before me,	, a Notary Public,
personally	appeared	, who
proved to	me on the basis of satisfactory evidence	ce to be the person(s) whose
name(s) is/	/are subscribed to the within instrument	and acknowledged to me that
he/she/they	y executed the same in his/her/their aut	horized capacity(ies), and that
by his/her/	their signature(s) on the instrument the	e person(s), or the entity upon
behalf of w	hich the person(s) acted, executed the ir	nstrument.

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 _____

363 SANDPIPER CONTRACT

RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

City Clerk's Office City of Palm Desert 73-510 Fred Waring Drive Palm Desert, CA 92260-2578

> FOR THE BENEFIT OF THE **CITY OF PALM DESERT** - NO FEE -6103 OF THE GOVT. CODE

(This Space for Recorder's Use Only)

Historic Property Preservation Agreement ("Mills Act Contract")

Between

City of Palm Desert, California

a Municipal Corporation "City"

and

CATHERINE ANN MULFLUR

"Owner"

Legal Description of Property APN 640-260-007

363 Sandpiper Street, Palm Desert, California 92260

Dated: August 25, 2022

(Resolution No. 2022-08 - Case No. CRPC 21-02 Approved at the Palm Desert City Council Meeting of February 10, 2022)

(Title of Document)

Item 1J-252

HISTORIC PROPERTY PRESERVATION AGREEMENT ("MILLS ACT CONTRACT or Agreement")

This agreement is made this August 25, 2022, by and between the City of Palm Desert, a municipal corporation ("City") and <u>Catherine Ann Mulflur</u> ("Owner").

RECITALS

1. California Government Code section 50280, et. seq. allows cities the discretion to enter into contracts with the owners of qualified historic properties, as that term is defined in Government Code section 50280.1, for the purpose of providing for the use, maintenance, protection, and restoration of such historic property so as to retain its characteristics as property of historic significance.

2. Owner holds fee title in and to that certain real property, together with associated structures and improvements thereon, generally located at the street address <u>363</u> <u>Sandpiper Street</u>, Palm Desert, California ("Historic Property"). A legal description of the Historic Property is attached hereto as Exhibit "A," and incorporated herein by this reference.

3. On <u>February 10, 2022</u>, the Cultural Resources Preservation Committee and/or the City Council designated the Historic Property as an historic resource pursuant to the terms and provisions of Title 29 of the Palm Desert Municipal Code.

4. City and Owner desire to enter into this Agreement for the purpose of protecting and preserving the characteristics of historical significance of the Historic Property that help provide the community with its own unique civic identity and character.

5. Owner, in consideration for abiding by the terms of this Agreement, shall be entitled to qualify for a reassessment of valuation of the Historic Property, pursuant to the provisions of Chapter 3, Part 2, of Division 1 of the California Revenue and Taxation Code, and any corresponding adjustment in property taxes resulting therefrom.

<u>TERMS</u> NOW, THEREFORE, the City and Owner in consideration of mutual covenants and conditions set forth herein, do hereby agree as follows:

1. <u>Effective Date and Term of Agreement</u>. This Agreement shall be effective and commence on August 25, 2022, ("Effective Date") and shall remain in effect for a term of ten (10) years thereafter.

2. <u>Yearly Renewal</u>. Each year upon the anniversary of the Effective Date ("Renewal Date"), an additional one (1) year shall automatically be added to the remaining term of the Agreement unless a notice of nonrenewal is delivered as provided in Section 3 of this Agreement.

3. <u>Nonrenewal</u>. If either the Owner or City desires in any year not to renew this Agreement, Owner or City shall serve a written notice of nonrenewal upon the party in advance of the Renewal Date ("Notice of Nonrenewal"). The Notice of Nonrenewal shall be effective only if served by Owner upon City at least ninety (90) days prior to the Renewal Date, or if served by City upon Owner, the Notice of Nonrenewal shall be effective only if served upon Owner at least sixty (60) days prior to the Renewal Date. If either City or Owner serves a Notice of Nonrenewal in any year, this Agreement shall remain in effect for the balance of the term then remaining.

4. <u>Owner Protest of City Nonrenewal</u>. Within fifteen (15) days of Owner's receipt of the Notice of Nonrenewal from City, Owner may file with City a written protest of the Notice of Nonrenewal. Upon receipt of the written protect, the City Council shall set a hearing prior to the expiration of the Renewal Date of this Agreement. Owner may furnish the City Council with any information which Owner deems relevant and shall furnish the City Council with any information it may require. The City Council may, at any time prior to the annual Renewal Date, withdraw its Notice of Nonrenewal.

5. <u>Standards for Historical Property</u>. During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

- A. Owner shall preserve and maintain the characteristics of the cultural and historical significance of the Historic Property. Attached hereto as Exhibit "B," and incorporated herein by this reference, is a list of the minimum standards and conditions for maintenance, use, protection, and preservation of the Historic Property, which shall apply to the Historic Property and be complied with by Owner throughout the term of this Agreement. In addition, Owner shall comply with the terms of the City's Cultural Resources Ordinance 1168 (Title 29 of the Palm Desert Municipal Code), and shall obtain any applicable permits necessary to protect, preserve, restore, and rehabilitate the Historic Property so as to maintain its historical and cultural significance.
- B. Owner shall, where necessary, repair, maintain, restore, and rehabilitate the Historic Property according to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation and the City of Palm Desert. The condition of the exterior of the Historic Property on the effective date of this Agreement is documented in photographs attached as Exhibit "C" and incorporated herein by this reference. At a minimum, Owner shall continually maintain the exterior of the Historic Property in the same condition as documented in Exhibit "C."
- C. Owner shall carry out specific restoration, repair, maintenance, and/or rehabilitation projects on the Historic Property, as outlined in the attached Exhibit "D," which is incorporated herein by this reference. All such projects shall be undertaken and completed in accordance with the Secretary of Interior Standards for Rehabilitation and the City of Palm Desert design guidelines.
- D. Owner shall not be permitted to block the view corridor with any new structure, such as walls, fences, or shrubbery, so as to prevent the viewing of the Historic Property from the public right-of-way.

6. <u>Periodic Examinations</u>. Upon reasonable advance notice, Owner shall allow reasonable periodic examinations of the interior and exterior of the Historic Property by representatives of the County Assessor, the State Department of Parks and Recreation, the State Board of Equalization and/or City, as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement. City shall inspect Historic Property prior to entering into this Agreement and at least every five years thereafter to determine Owner's continued compliance with Agreement.

7. <u>Provision of Information of Compliance</u>. Owner hereby agrees to furnish City with any and all information requested by City, which City deems necessary or advisable to determine eligibility of the Historic Property and compliance with the terms and provisions of this Agreement.

- 8. <u>Breach of Agreement; Remedies</u>.
 - A. <u>Notice of Breach</u>; <u>Opportunity to Cure</u>. If Owner breaches any provision of this Agreement, City may give written notice to Owner by registered or certified mail detailing Owner's violations. If such violation is not corrected to the reasonable satisfaction of City within thirty (30) days after the date of notice of violation, or within such a reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within thirty (30) days and thereafter diligently pursued to completion), the City may, without further notice, declare Owner to be in breach of this Agreement. Upon City's declaration of Owner's breach, City may pursue any remedy available under local, state, or federal law, including those specifically provided for in this section.
 - B. <u>Remedy Cancellation</u>. City may cancel this Agreement if City determines, following a duly noticed public hearing in accordance with Government Code section 50286, that Owner breached any of the conditions of the Agreement, Owner allowed the Historic Property to deteriorate to the point that it no longer meets the standards for a

qualified historic property, or Owner failed to maintain and preserve the Historic Property in accordance with the terms of this Agreement. If this Agreement is cancelled, under this paragraph, Owner shall pay a cancellation fee to the Office of the Auditor for the County of Riverside as required by Government Code section 50286.

C. <u>Alternative Remedies</u>. As an alternative to cancellation of this Agreement for Owner's breach of any condition, City may bring an action in court necessary to enforce this Agreement including, but not limited to, an action to enforce this Agreement by specific performance, injunction, or receivership.

9. <u>Destruction of Property; Eminent Domain; Cancellation</u>. If the Historic Property is destroyed by earthquake, fire, flood, or other natural disaster such that in the opinion of the City Building Official more than sixty percent (60%) of the original fabric of the structure must be replaced, this Agreement shall be cancelled because the historic value of the structure will have been destroyed. If the Historic Property is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by the City Council to frustrate the purpose of this Agreement, this Agreement shall be cancelled. No cancellation fee pursuant to Government Code section 50286 shall be imposed if the Agreement is cancelled pursuant to this Section.

10. <u>Waiver</u>. City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties are available to the City to pursue in the event that there is a reach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

11. <u>Binding Effect of Agreement</u>. Owner hereby subjects the Historic Property to the covenants, conditions, and restrictions set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, conditions, and

restrictions set forth herein shall be deemed covenants running with the land and shall inure to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. Each and every contract, deed or other instrument herein after executed, covering or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

12. <u>Covenants Run with the Land</u>. City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historical characteristics and significance of the Historic Property for the benefit of the public and the Owner.

13. <u>Notice</u>. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto:

City: City of Palm Desert Building and Safety Division 73-510 Fred Waring Drive Palm Desert, CA 92260

Owner: <u>Catherine Ann Mulflur</u> <u>363 Sandpiper Street</u> <u>Palm Desert, CA 92260</u>

14. <u>Effect of Agreement</u>. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns, nor shall such terms, provisions or

conditions cause the parties to be considered joint venturers or members of any joint enterprise.

15. Indemnity of City. Owner shall defend, indemnify, and hold harmless City and its elected officials, officers, agents and employees from any actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state or local governmental agency, arising out of or incident to (i) the direct or indirect use operation, or maintenance of the Historic Property by Owner or any contractor, subcontractor, employee, agent, lessee, licensee, invitee, or any other person; (ii) Owner's activities in connection with the Historic Property; and (iii) any restrictions on the use or development of the Historic Property, from application or enforcement of Title 29 of the City's Municipal Code, or from the enforcement of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them.

Owner's obligation to indemnify shall survive the termination, cancellation, or expiration of this Agreement and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.

16. <u>Binding Upon Successors</u>. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.

17. <u>Legal Costs</u>. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, conditions or restrictions contained herein, or to determine the rights and duties of any party

hereunder, the prevailing party in such proceeding may recover all reasonable attorneys' fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

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20. <u>Amendments</u>. This Agreement may be amended, in whole or in part, only by written recorded instrument executed by the parties hereto.

21. <u>Governing Law and Venue</u>. This Agreement shall be construed and governed in accordance with the laws of the State of California. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

IN WITNESS WHEREOF, City and Owner have executed this Agreement on the day and year first above written.

Dated:	CITY OF PALM DESERT	
	By JAN C. HARNIK, MAYOR	
	ATTEST:	
	Ву	
	ANTHONY J. MEJIA, CITY CLERK CITY OF PALM DESERT, CALIFORNIA	
Dated:	Catherine Ann Mulflur	
	Owner	
APPROVED AS TO FORM		

ROBERT W. HARGREAVES CITY ATTORNEY 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	
	} SS.
County of	}

On	, 2022 , before me,	, a Notary Public,
personally	appeared	, who
proved to r	me on the basis of satisfactory evidence	ce to be the person(s) whose
name(s) is/	are subscribed to the within instrument	and acknowledged to me that
he/she/they	y executed the same in his/her/their aut	horized capacity(ies), and that
by his/her/t	their signature(s) on the instrument the	person(s), or the entity upon
behalf of wl	hich the person(s) acted, executed the ir	nstrument.

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 _____