

LEASE AGREEMENT

This Lease Agreement (“Lease”) is entered into as of February __, 2021 between the Coachella Valley Mosquito and Vector Control District (“Landlord”), a special district existing pursuant to provisions of the California Health and Safety Code, and Ames Construction Inc., a Minnesota corporation (“Tenant”). For purposes of this Agreement, Landlord and Tenant may collectively be referred to as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, Landlord is the owner of approximately 2 acres of unimproved real property located in the City of Indio, Riverside County, California, near Landlord’s offices as depicted on Exhibit “A” (“Premises”) which is attached hereto and made a part hereof by this reference; and

WHEREAS, the Tenant was awarded a contract by the the Coachella Valley Association of Governments for construction of Segment 1 of the CV Link consisting of 14 miles of multi modal pathway spanning from Pam Springs to Coachella (“Project”) and seeks to lease the Premises to establish a temporary office and laydown yard for construction of the Project; and

WHEREAS, Landlord desires to lease to Tenant and Tenant desires to lease from Landlord the Premises described herein on the terms and conditions set forth in this Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Landlord and Tenant hereby agree as follows:

1. **Lease.** Landlord leases to Tenant and Tenant leases from Landlord the Premises on an “as-is” “where is” basis, on the terms and conditions set forth in this Lease.
2. **Term of Lease.** The term of the Lease shall be a period of eighteen months (“Term”) and shall commence on February __, 2021 (the “Commencement Date”) and end on _____, 2022. However, Tenant shall have the option to extend the Term for an additional twelve (12) months for a total lease term of thirty (30) months provided that it provides Landlord written notice of its desire to extend this Lease prior to the expiration of the preceding term.
3. **Rent.** Commencing on the Commencement Date, the monthly rental shall be One Thousand Dollars (\$1,000.00) (“Rent”). The Rent shall be payable in advance on the first day of each month at the address that Landlord may from time to time designate by written notice to Tenant. Partial months’ rent shall be prorated in the basis of a thirty day month.
4. **Payment.** All payments required to be made by Tenant under this Lease shall be made without any setoff, deduction or counterclaim whatsoever and shall be made by check, payable to

the "Coachella Valley Mosquito and Vector Control District," and delivered to the Landlord's office located at 43-420 Trader Place, Indio, California 92201, Attention: Accounting, or any other location as the Landlord may designate in writing.

5. Use. Tenant shall use the Premises only for the purpose of temporary office and laydown yard. Tenant shall have sole and exclusive use of the Premises.

6. Prohibited Uses. Tenant shall not use, or allow use of, the Premises for any activity other than for the Permitted Use, without the prior written consent of Landlord. Tenant's failure to comply with the foregoing shall be deemed a material default under the terms of this Lease giving rise to Landlord's right, in its sole discretion, to terminate this Lease and pursue all remedies allowable hereunder and all applicable laws.

7. Alterations. Tenant shall not, without the Landlord's prior written consent, make any alterations, improvements or additions in, upon or about the Premises. As a condition to giving any such consent, the Landlord shall require the Tenant to remove any such alterations, improvements, or additions at the expiration of the Term and to restore the Premises to its prior condition by giving Tenant thirty (30) days written notice prior to the expiration of the Term. Any damage to the Premises caused by said removal shall be repaired at Tenant's sole cost and expense

8. No Liens. Tenant shall keep the Premises free and clear of all mechanic's liens and materialmen's liens (including the posting of an appropriate bond which shall release the lien) in connection with any alterations, improvements or additions made upon or about the Premises pursuant to this Article. If any such lien is imposed against the Premises, Tenant shall at the request of Landlord obtain a bond as required by California law to remove the bond from the premises immediately.

9. Waiver of Duty to Keep Premises Tenable. Tenant hereby expressly waives its rights under the provisions of Civil Code Sections 1941 and 1942 and any other statute or law (1) requiring Landlord to put or maintain the leased premises in a condition fit for human occupancy and to repair all subsequent dilapidations of the Premises that render them untenable and (2) granting Tenant the right to offset against the Rent due under this Lease the expenditures by Tenant for repairs.

10. Utilities. During the Term, Landlord shall not provide any utilities to the Premises. Tenant shall be responsible to obtain power, water and regular trash collection services from the City of Indio and Imperial Valley Water District in accordance with their laws and regulations and arrange for regular trash pickup to keep the Premises in a neat and tidy condition.

11. Parking. Tenant shall have the right to park vehicles and equipment on the Premises related to the use and the Project only.

12. Maintenance. Tenant shall maintain the Premises in a neat and tidy condition at all times and shall be responsible for all damage to the Premises during the Term. Tenant shall be responsible for the acts of its employees, agents or invitees on the Premises. Landlord shall have no responsibility for maintenance of the Premises. Tenant shall at all times, at Tenant's sole expense, perform all routine and recurring maintenance and repairs. Such maintenance and repairs shall include but shall not be limited to the following: maintenance and repairs of all buildings or improvements on the Premises, any sidewalks, driveways or parking areas that are part of or appurtenant to the Premises. All repairs required by this Section shall be made promptly by Tenant, shall be of first-class quality and workmanship, and shall comply will all applicable laws, regulations and ordinances. Tenant shall take appropriate measure to abate dust and noise on the Premises so as not to inconvenience the surrounding land uses including, but not limited to, Landlord.

13. Maintenance - Non Performance. In the event Tenant neglects, fails or refuses to maintain the portion of the Premises within one day after written notice by Landlord, Landlord may, at Tenant's sole cost, cure any such default by performance of any act, including payment of money. Tenant shall reimburse Landlord for the actual costs incurred by Landlord in performing the obligation Tenant to perform.

14. Indemnification and Insurance. Tenant agrees that Landlord shall not be liable for any damage or liability of any kind, or for any injury to or death of persons, or damage to property of Tenant or any other person during the Lease Term, from any cause whatsoever, resulting from the use, occupation or enjoyment of the Premises or the operation of business therein or therefrom by Tenant or any person holding under Tenant. Tenant hereby agrees to indemnify and hold Landlord and Landlord's officers, directors, joint venturers, managers, agents, employees, contractors and representatives (collectively, the "Landlord Parties") harmless from and against any and all liabilities, damages, losses, demands, claims, costs, expenses (including reasonable attorneys' fees and costs), obligations, liens, penalties, fines, judgments, actions, causes of action and lawsuits (herein collectively "Liabilities"), which Landlord may suffer or incur arising out of, in connection with or resulting from Tenant's use of the Premises under this Lease, including, but not limited to, Tenant's and Tenant's officers, directors, shareholders, partners, joint venturers, members, agents, employees, contractors, licensees, invitees, customers, sublessees and assignees (collectively the "Tenant Parties") failure to observe or comply with laws of the United States of America, the laws of the State of California, or the ordinances, regulations or requirements of the local, municipal or county governing bodies or any other lawful governmental or quasi-governmental authorities having jurisdiction over the Premises, the conduct of Tenant's business, any activity, work or other things done, or permitted or suffered by Tenant or Tenant Parties in or about the Premises or other portions of the Premises, or the breach or default of any of Tenant's obligations under this Lease. Tenant further agrees that in case of any one or more Liabilities, threatened or actual, arising against Landlord, Tenant shall, upon notice from Landlord, defend Landlord at Tenant's sole cost

and expense by counsel satisfactory to Landlord. Tenant shall not be liable for, and the foregoing indemnity shall not apply to, damage or injury occasioned by the sole willful misconduct or gross negligence of Landlord unless the same is covered by insurance that Tenant is required to provide.

14.2 Tenant Assumption of Risk. Tenant, as a material part of the consideration to Landlord for this Lease, hereby assumes all risk of damage to property or injury to or death of persons, in, upon or about the Premises from any cause, including, but not limited to, fire, explosion, steam, gas, electricity earthquake, dampness, wind, water or rain, and Tenant hereby waives any and all claims with respect thereof against Landlord and Landlord Parties. Landlord and Landlord Parties shall not be liable for interference with the light or other incorporeal hereditaments, loss of business or profits of Tenant, damage to property entrusted to Landlord or Landlord Parties, or for loss of or damage to any property, by theft or otherwise, resulting from any cause whatsoever, except to the extent arising from the willful misconduct or gross negligence of Landlord or Landlord's agents or employees. Tenant shall give prompt notice to Landlord in case of fire or accidents occurring in, on or about the Premises.

14.3 Tenant's Insurance Obligation. Tenant shall carry and maintain, at Tenant's sole cost and expense, the following types of insurance in the amounts and forms hereinafter specified, commencing upon the date Landlord delivers possession of the Premises to Tenant and continuing thereafter until the expiration or earlier termination of the Lease Term:

(a) Public Liability. Tenant shall at all times during the Lease Term maintain in effect a policy of commercial general liability insurance against claims for bodily injury, including death and personal injury and broad form property damage or loss, arising out of or with respect to any construction of improvements on the Premises, the use, operation, occupation and/or condition of the Premises, or the operations of Tenant in, on or about the Premises. The limit of liability shall be not less than Three Million Dollars (\$3,000,000) per person and per occurrence, with a retention amount on the primary coverage of not more than Five Thousand Dollars (\$5,000). Coverage may be obtained through a general liability policy and an umbrella policy. All such liability insurance shall specifically insure the performance by Tenant of the indemnity agreement as to liability for injury to or death of persons and injury or damage to property contained in Section 14. Such policies shall include, without limitation, coverage for fire, explosion and water damage legal liability.

(b) Workers' Compensation. Tenant shall carry workers' compensation insurance as required by law, including employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence; a \$1,000,000 disease policy limit; and a \$1,000,000 disease each employee policy limit.

(c) Environmental Hazard. Tenant shall carry environmental hazard insurance for a minimum of \$1,000,000 for each occurrence for any and all liability arising out of

the discharge, disbursal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, hydraulic fluid, oil, diesel, construction materials or other irritants, contaminants or pollutants into or upon land, the atmosphere, or any water course or body of water. Such insurance shall be maintained for any acts or actions affecting such a liability whether the acts were sudden and accidental, intentional, negligent, and/or otherwise. Tenant hereby agrees to name Landlord as an additional insured on such policy and provide Landlord with a copy of said additional insured certificate of such policy maintained by Tenant throughout the course of this Lease and any amendment thereto.

14.4 Policy Requirements. All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in California and holding a general policy holder's rating of not less than A and a financial rating of not less than Class A-VIII as rated in the current edition of Best's Insurance Reports. All such policies shall name, as additional insureds, Landlord and, if requested by Landlord, all mortgagees, beneficiaries and/or lessors with respect to Landlord's interest in the Premises, which policies shall be for the mutual and joint benefit and protection of Landlord, Tenant and all such additional insurers with respect to Landlord's interest in the Premises, as their interests may appear. Executed copies of such policies of insurance or original certificates thereof shall be delivered to Landlord within ten (10) days after delivery of possession of the Premises to Tenant and thereafter at least thirty (30) days prior to the expiration of the term of each such policy. All public liability and property damage policies shall contain a provision that Landlord, although named as an additional insured, shall nevertheless be entitled to recover under such policies for any loss occasioned to it, its servants, agents, or employees by reason of any act or omission of Tenant or its servants, agents, employees or contractors. As often as any such policy shall expire or terminate, Tenant shall obtain renewal or additional policies and deliver evidence thereof to Landlord, pursuant to the terms of this section. All policies of insurance delivered to Landlord must contain a provision that the company writing such policy will give to Landlord at least thirty (30) days' notice in writing in advance of any cancellation or lapse of the policy or the effective date of any reduction in the amount of coverage or other material change in such policy. All public liability, property damage and other casualty policies shall be written as primary policies, not contributing with and not in excess of coverage which Landlord may carry. No policy of insurance carried by Tenant pursuant to this section shall have a deductible of more than \$5,000.00 without Landlord's express prior written consent. Tenant's failure to procure and maintain such insurance shall constitute a default under this Lease; provided, however, that Landlord may, at its option, procure said insurance on Tenant's behalf and charge Tenant, as Rent, for the costs therefore together with a twenty-five percent (25%) handling charge, payable within three (3) days after demand therefore. Should Tenant timely pay such amount, such default shall be deemed cured.

15. Hazardous Materials

15.1 No Use of Hazardous Materials on the Premises. Tenant covenants and agrees that it shall

not, and that it shall not permit any licensee or invitee to, treat, use, store, dispose, release, handle or otherwise manage Hazardous Materials on the Premises except for the handling of materials in connection with ordinary use of the property in the ordinary course of its business, and that such conduct shall be done in compliance with all applicable federal, state and local laws. Tenant's violation of the foregoing prohibition shall constitute a material breach hereunder and Tenant shall indemnify, hold harmless and defend the Landlord for such violation as provided below.

15.2 Environmental Indemnity. Tenant hereby agrees to hold harmless, defend and indemnify Landlord and its directors, employees and officials from and against all liability, loss, damage, costs, penalties, fines and/or expenses (including attorney's fees and court costs) arising out of or in any way connected with (a) Tenant's breach or violation of any covenant, prohibition or warranty in this Lease concerning Hazardous Materials, or (b) the activities, acts or omissions of Tenant, its employees, contractors or agents on or affecting the Premises during the Term, arising from or in connection with the release of any Hazardous Materials or other kinds of contamination or pollutants of any kind into the air, soil, groundwater or surface water on, in, under or from the Premises whether such condition, liability, loss, damage, cost, penalty, fine and/or expense shall accrue or be discovered before or after the termination of this Lease. This indemnification supplements and in no way limits the scope of the indemnification set forth in Section 14.

15.3 Survival. The agreements and obligations of Tenant under this Article 14 with regard to indemnification of Landlord shall survive the scheduled termination or sooner expiration of this Lease for any reason.

15.4 Release. Tenant waives, releases, acquits and forever discharges Landlord and its employees, members and officials or any other person acting on behalf of Landlord, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses, or compensation (collectively, "Claims") whatsoever including, but not limited to, all Claims at common law, whether direct or indirect, known or unknown, foreseen or unforeseen, which Tenant may have during the Term on account of or in any way growing out of or in connection with any Hazardous Materials or other conditions on, in, under, from, or affecting the Premises or Property, or any law or regulation applicable thereto.

This Section 15 shall survive termination or expiration of this Lease.

16. Surrender of Possession. It is mutually understood that upon any termination of the Lease, Tenant will surrender the Premises to Landlord in as good order and condition as when received, except for reasonable wear and tear and any maintenance, repairs, soil remediation or repair that is the express obligation of Tenant pursuant to any of the provisions hereof. Any needed maintenance, repairs or remediation will be completed within fifteen (15) days of termination, subject to extension as may be reasonably necessary to complete such work. If any needed repairs that are the express obligation of Tenant hereunder are not completed within fifteen (15) days, or

such other reasonable period if cannot be completed within such duration, Landlord may take action needed to make said repairs and Tenant agrees to pay the entire cost for those repairs within thirty (30) days of receipt of invoice by Landlord.

17. Equipment. It is further mutually understood and agreed that any equipment, fixtures or apparatus installed or stored in or on the Premises by Tenant, as permitted herein, shall continue to be the property of Tenant, and shall be removed by Tenant without recourse at the expiration of this Lease. Tenant shall, at its cost, repair any damage to the Premises caused by such removal. Tenant shall be solely responsible for all maintenance and repairs of its equipment, furniture, fixtures, security systems, computers and communications equipment. Tenant shall keep all equipment in good operating condition and repair. Tenant shall not keep or maintain non-function vehicles or equipment on the Premises at any time. Tenant is solely responsible to install an attractive new chain link fence around the perimeter of the Premises. Tenant shall remove the chain link fence no later than the expiration of this Lease.

18. Right of Entry. Landlord or its representative, upon providing reasonable advance notice of no less than twenty-four (24) hours to Tenant, and subject to Tenant's right to accompany Landlord, may enter the Premises during business hours at any time during the Term of this Lease to protect, inspect, exercise or investigate any rights of Landlord herein reserved. Subject to the foregoing, Landlord may enter the Premises for the purpose of making any alteration, repair or improvement to said building, or the Premises, when it deems convenient for the maintenance or preservation thereof provided always that the normal business of Tenant or its invitees shall not be unnecessarily inconvenienced.

19. Assignment. Tenant shall not assign or sublet this Lease without Landlord's prior written consent which consent may be given or withheld in the sole and absolute discretion of Landlord.

20. Condemnation. In the event that at any time during the Term of this Lease, the Premises or any part thereof shall be taken by eminent domain or condemnation by any public or quasi-public authority (or in the event a voluntary conveyance is made by Landlord to such public or quasi-public authority by reason of or by threat or imminence of the exercise of said power of eminent domain or condemnation by said authority), Tenant's right of possession shall terminate as of the date of taking and rent and other charges provided for in this Lease shall be adjusted as of said date. The entire damage award of the condemnation proceedings shall be paid to Landlord.

21. Damage or Destruction. If the Premises are damaged by fire, the elements, unavoidable accident, or other casualty, but is not thereby rendered untenable in whole or in part, Tenant shall, at Tenant's own expense and within thirty (30) days of Landlord's written notification to Tenant of the damage (or as soon as reasonably practicable thereafter), cause such damage to be repaired and the Rent shall not be abated.

22. Taxes. In the event that any taxes, assessments or other charges are imposed that relate to this Lease or the Tenant's occupancy of the Premises, Tenant shall be solely responsible for the timely payment of such amounts.

23. Events of Default. Any one or all of the following events after thirty (30) days written notice to Tenant, unless a shorter period is specified, shall constitute an Event of Default hereunder:

(a) If Tenant shall default in the payment of Rent and such default shall continue for more than five (5) days after the same becomes due after written notice thereof to Tenant; or the abandonment or vacation of the Premises by Tenant; or the entry of any decree or order for relief by any court with respect to Tenant, or any assignee or transferee of Tenant (hereinafter "Assignee"), in any involuntary case under the Federal Bankruptcy Code or any other applicable federal or state law; or the appointment of or taking possession by any receiver, liquidator, assignee, trustee, sequestrator or other similar official of Tenant or the ordering or winding up or liquidating of the affairs of Tenant and the continuance of such decree or order unstayed and in effect for a period of sixty (60) days or more (whether or not consecutive); or the commencement by Tenant of a voluntary proceeding under the Federal Bankruptcy Code or any other applicable state or federal law or consent by Tenant to the entry of any order for relief in an involuntary case under any such law, or consent by Tenant to the appointment of or taking of possession by a receiver, liquidator, assignee, trustee, sequestrator or other similar official of Tenant or the making by Tenant of any general assignment for the benefit of creditors; or Tenant takes any other voluntary action related to the business of Tenant or the winding up of the affairs of any of the foregoing; or if Tenant shall default in the performance of or compliance with any material term, covenant or condition of this Lease and if Tenant shall fail to cure such default within thirty (30) days after receipt of written notice thereof from Landlord, or, if the default is of such character as to require more than thirty (30) days thereof to cure and Tenant shall fail to use reasonable diligence in curing such default.

24. Remedies. If an Event of Default shall occur and continue as aforesaid, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and bring suit against Tenant and recover as an award in such suit the following: the worth at the time of award of the unpaid Rent due hereunder which would have been accrued at the time of termination; the worth at the time of award by which the unpaid Rent due hereunder which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; the worth at the time of award by which the unpaid Rent due hereunder for the balance of the Term after the time of award exceeds the amount of such rental loss that the Tenant provides could be reasonably avoided; any other amount necessary to compensate Landlord for all the damages proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary

course of things could be likely to result therefrom; and such amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law. If an Event of Default occurs, Landlord shall also have the right, with or without terminating this Lease, to reenter the Premises and remove all persons and property from the Premises in the manner provided by the laws of unlawful detainer then in effect in California. Personal property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. If an Event of Default occurs, Landlord shall also have the right, with or without terminating this Lease, to relet the Premises. If Landlord so elects to exercise its right to relet the Premises without terminating this Lease, then rentals received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any cost of such reletting, third, to the payment of the cost of any alterations and repairs to the Premises; fourth, to the payment of Rent due and unpaid hereunder; and fifth, the residue, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder. Should the amount of rental received from such reletting during any month which is applied to the payment of Rent hereunder be less than that agreed to be paid during that month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord immediately upon demand therefore by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as ascertained, any costs and expenses incurred by Landlord in such reletting or in making alterations and repairs not covered by the rentals received from such reletting. No reentry or taking possession of the Premises by Landlord pursuant to this Lease shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Landlord because of any default by Tenant, Landlord may at any time after such reletting elect to terminate this Lease for any such default.

25. Miscellaneous.

a. Notices. Any notice, payment, statement, or demand required or permitted to be given hereunder by either Party to the other shall be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the Parties at the addresses appearing below but each Party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

Landlord's Notice Address:

43-420 Trader Place,
Indio, California 92201

Tenant's Notice Address:

- b. Attorney Fees. In the event of a claim by either Party for breach of, or failure to perform, or any inaccuracy in, any of the representations, warranties, covenants, or agreements contained in this Lease, then in any action or proceeding the prevailing Party shall be entitled to be reimbursed for all costs, fees, and expenses incurred in connection with prosecuting or defending such claim, including reasonable attorneys' fees.
- c. Other Agreements Superseded Waiver and Modification. This Lease constitutes the entire agreement between the Parties pertaining to the subject matter contained in and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Lease shall be binding unless executed in writing by all of the Parties. No waiver of any condition or provision shall be enforceable unless made in writing. Nothing in this Lease shall be construed to give any person or entity other than the Parties hereto any rights or remedies.
- d. Governing Law and Venue. This Lease shall be construed and interpreted in accordance with and governed and enforced in all respects by the laws of the State of California, except that this Lease shall be given a fair and reasonable construction in accordance with the intention of the Parties and without regard to, or aid of, Section 1654 of the California Civil Code. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Lease and rights and duties hereunder shall be Riverside County, California.
- e. Headings. The article and section headings throughout this Lease are provided for convenience only and the words contained therein shall in no way be held to expand, amplify, modify, or aid in the interpretation or construction thereof.
- f. Incorporation of Recitals. The Parties repeat and incorporate the recitals set forth above as if fully set forth herein.
- g. Successors and Assigns. This Lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, and successors of the Parties hereto, but no right or liability or obligation arising hereunder may be assigned by Tenant absent Landlord's prior written consent.
- h. Compliance with Laws. As to the Premises, Tenant shall, at Tenant's sole cost, comply with, and shall require compliance by all contractors and subcontractors, with all applicable local, state and federal laws and regulations applicable to Tenant's use of the Leased. Tenant shall comply with all building and safety and zoning and other laws of the City of Indio

regarding the use of the Premises.

i. Severability. In the event any of the provisions of this Lease shall be declared by a court to be void or unenforceable, then such provision shall be severed from this Lease without affecting the validity and enforceability of any of the other provisions hereof, and the Parties shall negotiate in good faith to replace such unenforceable or void provisions with a similar clause to achieve to the extent permitted under law, the purpose and intent of the provisions declared void and unenforceable.

j. Authority. Each of the Parties represents and warrants to the other that this Lease has been duly authorized by all necessary corporate or governmental action on the part of the representing Party and that this Agreement is fully binding on such Party. The Tenant acknowledges and agrees that a public safety office is a permitted use in the applicable zone(s).

IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the day and year first above written.

“Tenant”

Ames Construction, Inc.

By: _____

“Landlord”

Coachella Valley Mosquito and Vector Control District

By: _____

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____
Lena Wade, General Counsel

Exhibit "A"
(ATTACH DIAGRAM)

DRAFT

Exhibit "A"

