

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

312B



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
October 4, 2011

**SUBJECT:** Authorization to Purchase Real Property  
Eagle Canyon Dam, Portion of Assessor's Parcel No. 687-030-064  
Cathedral City, California

**RECOMMENDED MOTION:**  
That the Board of Supervisors:

- 1) Approve Resolution No. F2011-24, Authorization to Purchase Real Property, for the purpose of the construction of the Eagle Canyon Dam. Said property being a portion of Assessor's Parcel No. 687-030-064, located in Cathedral City, California.
- 2) Authorize the Clerk of the Board to certify acceptance of any documents running in favor of the District as part of this transaction.
- 3) Authorize the General Manager-Chief Engineer or his designee to execute the agreement and any other related documents and administer all actions necessary to complete this transaction.

(Continued on Page 2)  
GSW:rlp

*Warren D. Williams*  
 \_\_\_\_\_  
**WARREN D. WILLIAMS**  
 General Manager-Chief Engineer

<b>FINANCIAL DATA</b>	Current F.Y. District Cost:	\$441,444	In Current Year Budget:	Yes
	Current F.Y. County Cost:	\$	Budget Adjustment:	No
	Annual Net District Cost:	\$	For Fiscal Year:	2011-2012

<b>SOURCE OF FUNDS:</b> Eagle Canyon Dam Project 540040 25160 947500 - Land	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY: *Michael R. Shetler*  
 Michael R. Shetler

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
 BY: *Synthia M. Gunzel* 9-16-11  
 SYNTHIA M. GUNZEL DATE

Policy  
 Policy  
 Consent  
 Consent  
 Dept Recomm.:  
 Per Exec. Ofc.:

**MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

On motion of Supervisor Ashley, seconded by Supervisor Tavaglione and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone and Ashley  
 Nays: None  
 Absent: Benoit  
 Date: October 4, 2011  
 xc: Flood

Kecia Harper-Ihem  
 Clerk of the Board  
 By: *Kecia Harper-Ihem*  
 Deputy

Prev. Agn. Ref.: District: 4<sup>th</sup> Agenda Number:

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

11.3

**FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD SUBMITTAL  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**SUBJECT:** Authorization to Purchase Real Property  
Eagle Canyon Dam, Portion of Assessor's Parcel No. 687-030-064  
Cathedral City, California

**SUBMITTAL DATE:** October 4, 2011

Page 2

**BACKGROUND:**

A Purchase Agreement has been negotiated with the property owner, John Wessman at the appraised value of \$431,444 plus an additional \$10,000 for title and escrow fees.

The Purchase Agreement covers the fee title to a portion of Assessor's Parcel No. 687-030-064, Cathedral City, California. The property contains approximately 8.10 acres or 352,836 sq. ft. and is occupied by Southwest Boulder and Stone Company. The District is acquiring approximately 1.59 acres or 69,301 square feet of the property and is working with the occupant to reconfigure the site in order that the business can continue to operate profitably in the after condition.

This action is necessary to construct flood control improvements for the Eagle Canyon Dam in the vicinity of East Palm Canyon Drive and Perez Road, Cathedral City, California.

**FINANCIAL:**

Sufficient funds were budgeted and are available in the Zone 6 fund.

BOARD OF SUPERVISORS

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

RESOLUTION NO. F2011-24

AUTHORIZATION TO PURCHASE REAL PROPERTY  
EAGLE CANYON DAM  
PORTION OF ASSESSOR'S PARCEL NUMBER 687-030-064

BE IT RESOLVED, DETERMINED AND ORDERED by vote of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District in regular session assembled on October 4, 2011, at 1:30 p.m., in the meeting room of the Board of Supervisors of the District located on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, that the purchase of real property interests is hereby authorized, for the purchase price amount of four hundred thirty-one thousand four hundred forty-four dollars (\$431,444.00), plus an additional ten thousand dollars (\$10,000.00) for title insurance and escrow fees, from John Wessman for the following described real property: Certain real property located in the city of Cathedral City, County of Riverside, State of California, identified by and a portion of Assessor's Parcel Number 687-030-064, in fee, more particularly described in Exhibit "A" Legal Description attached hereto and thereby made a part hereof.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the Board certify acceptance of any documents running in favor of the District to complete the purchase of real property and this transaction.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the General Manager-Chief Engineer or his designee is authorized to execute any other documents and administer all actions necessary to complete the purchase of the land.

ROLL CALL:

Ayes: Buster, Tavaglione, Stone and Ashley  
Nays: None  
Absent: Benoit

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER-IHEM, Clerk of said Board

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

FORM APPROVED COUNTY COUNSEL  
BY: Synthia M. Gunzel 9-16-11  
DATE  
SYNTHIA M. GUNZEL

Exhibit "A"

**Eagle Canyon Dam  
Parcel 6190-2**

Being a portion of the North half of Section 32, Township 4 South, Range 5 East, San Bernardino Meridian as shown on Record of Survey Book 130, Pages 74 through 79, Official Records of Riverside County, lying within the city of Cathedral City, in the County of Riverside, California, described as follows:

All of Parcel 6190-2 as shown on said Record of Survey, Official Records of said Riverside County.

The hereinabove described parcel is shown on Exhibit "B".



  
WILLIAM R. HOFFERBER JR.

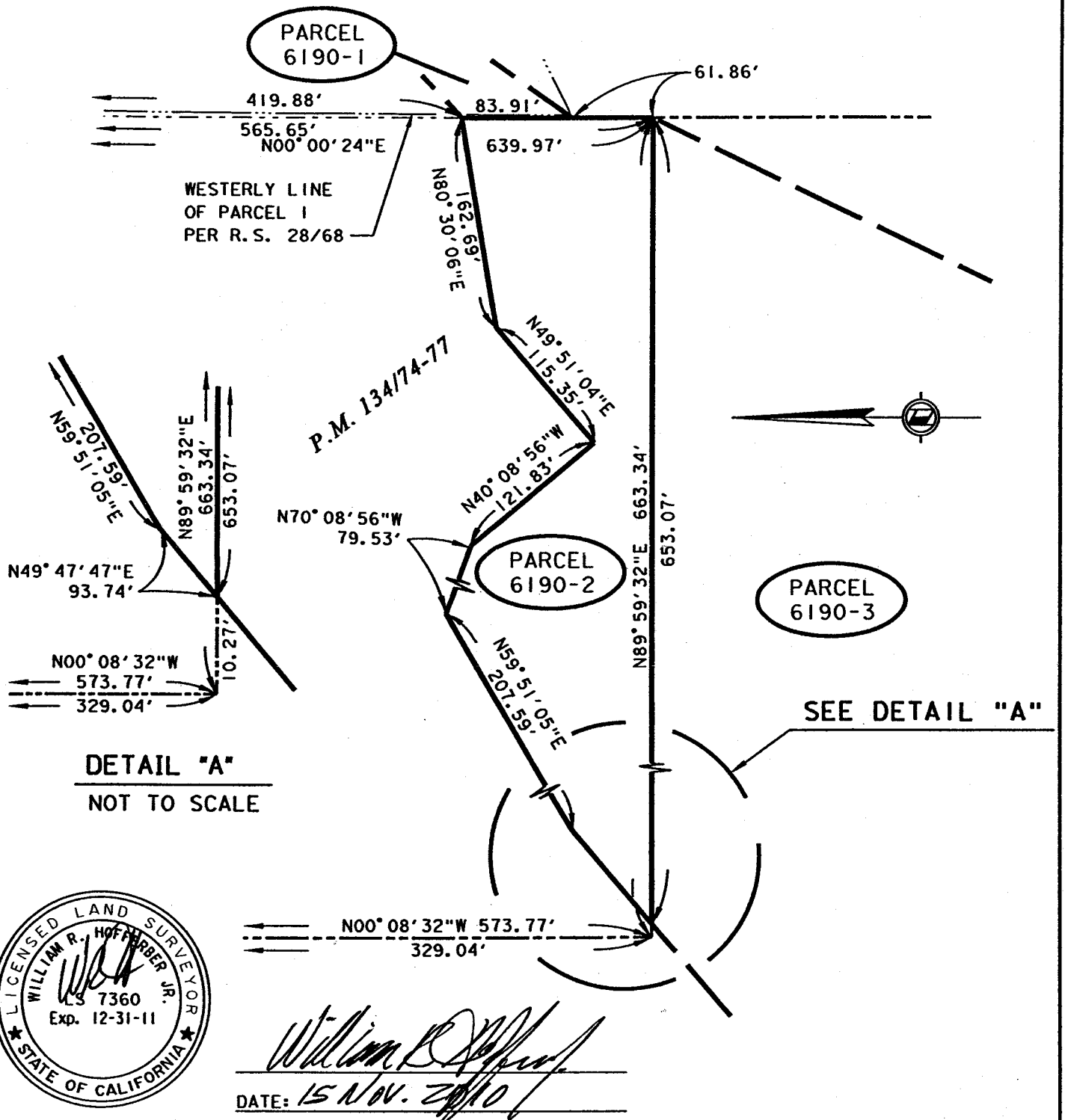
Land Surveyor No. 7360

Signed For: Riverside County Flood Control  
and Water Conservation District

Date: 15 Nov. 2010

Exhibit "B"

BEING A PORTION OF THE NORTH HALF OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 5 EAST,  
SAN BERNARDINO MERIDIAN LYING WITHIN THE CITY OF CATHEDRAL CITY, IN THE  
COUNTY OF RIVERSIDE, CALIFORNIA.



**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**  
1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: <b>EAGLE CANYON DAM</b>		SCALE: NO SCALE	PREPARED BY: RST
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	RCFC PARCEL NUMBER(S): <b>PARCEL 6190-2</b>	NOV-15-2010	SHEET NO. 1 OF 1

1 APN: 687-030-064  
PROJECT: Eagle Canyon Dam  
PROJECT NO.: 6-0-00190

**ORIGINAL**

2 **AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY**

3 THIS AGREEMENT is entered into this 4th day of October, \_\_\_\_\_, by  
4 and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
5 CONSERVATION DISTRICT (hereinafter called "DISTRICT" or "BUYER") and JOHN  
6 WESSMAN, a married man as his sole and separate property, (hereinafter called "SELLER") for  
acquisition by BUYER from SELLER of certain real property hereinafter set forth.

7 IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

8 1. AGREEMENT TO SELL AND PURCHASE. SELLER agrees to sell to BUYER and  
9 BUYER agrees to purchase from SELLER, upon the terms and for the consideration set  
10 forth in this Agreement, all that certain real property (hereinafter called "SELLER  
11 Property") situated in the city of Cathedral City, County of Riverside, State of California,  
and legally described as follows:

12 SEE EXHIBIT "A" ATTACHED HERETO  
AND BY THIS REFERENCE MADE A PART HEREOF

13 2. PURCHASE PRICE. The total purchase price to be paid by BUYER, payable in cash  
14 through this Agreement, shall be the sum of:

15 FOUR HUNDRED THIRTY-ONE THOUSAND FOUR HUNDRED FORTY-FOUR  
16 DOLLARS  
(\$431,444.00)

17 3. CONVEYANCE OF TITLE. SELLER agrees to convey by Grant Deed to BUYER fee  
18 simple interest in the parcel described in said Exhibit "A". The SELLER Property shall be  
19 free and clear of all recorded liens, encumbrances, assessments, easements, leases and taxes  
EXCEPT:

- 20 A. Taxes: Current fiscal year, including personal property tax, if any, and any further
- 21 assessment thereto under Chapter 3.5 of Revenue and Taxation Code of the State of
- 22 California.
- 23 B. Quasi-public utility, public alley, public street easements and rights of way of record.
- 24 C. Any items on the Preliminary Title Report ("PTR") not objected to by BUYER as set
- 25 forth herein within ten (10) days after receipt of the PTR.
- 26 D. Taxes: All other taxes owed whether current or delinquent are to be CURRENT.

27 4. TITLE INSURANCE POLICY. Within twenty (20) days after the signing of this  
Agreement SELLER will provide a PTR from Chicago Title Company of California,

28 APN: 687-030-064  
PROJECT: Eagle Canyon Dam

OCT 04 2011 11:3

1 together with a legible copy of all exceptions to the title shown in the PTR. If either  
 2 BUYER or SELLER objects to any of the exceptions, they must notify the other of such  
 3 objection in writing within ten (10) days after receipt of the PTR. If there are no written  
 4 objections within the ten (10) days, the PTR will be deemed approved.

5 Following the recording of the Grant Deed to BUYER, BUYER shall be provided with a  
 6 CLTA Standard Coverage Policy of Title Insurance in the amount of \$431,444.00 as issued  
 7 by Chicago Title Company of California showing the title to the SELLER Property vested  
 8 in BUYER, subject only to the exceptions set forth in Paragraph 3 and the printed  
 9 exceptions and stipulations in said policy. BUYER agrees to pay the premium charged  
 10 therefor.

11 5. NECESSARY INSTRUMENTS. SELLER shall execute and provide Grant Deeds,  
 12 conveying the real property described in said Exhibit "A", to the Escrow Holder before  
 13 closing. BUYER and SELLER to provide any additional Instruments as may be necessary  
 14 to complete this transaction. BUYER and SELLER hereby agree to cooperate with the  
 15 execution of all documents necessary to complete the transfer of the SELLER Property,  
 16 including, but not limited to, any supplemental instructions required to complete the  
 17 transaction.

18 6. ESCROW. Upon execution of this Agreement by all parties, the parties shall open an  
 19 Escrow (the "Escrow") with Chicago Title Insurance Company (the "Escrow Holder"), for  
 20 the purpose of consummating the purchase and sale of the SELLER Property described  
 21 herein. All escrow costs and expenses shall be borne by BUYER. The parties hereto shall  
 22 execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder  
 23 as may be required to consummate the transaction contemplated by this Agreement. Any  
 24 such instructions shall not conflict, amend or supersede any provisions of this Agreement;  
 25 this Agreement shall control unless the parties expressly agree in writing otherwise. The  
 26 Escrow Instructions shall include the following terms and conditions of sale:

27 ESCROW IS AUTHORIZED TO AND SHALL:

- 28 A. Any taxes which have been paid by SELLER, prior to the execution of this  
 Agreement, shall not be prorated between BUYER and SELLER, but SELLER shall  
 have the sole right, after the close of this transaction, to apply to the County Tax  
 Collector of said County for a refund. This refund would apply to the period after  
 BUYER'S acquisition, pursuant to Revenue and Taxation Code Section 5096.7.
- B. Pay and charge SELLER, upon SELLER'S written approval and in an amount in  
 SELLER'S sole discretion, in order to place title in the condition necessary to satisfy  
 Paragraph 3 of this Agreement, excluding any penalty for prepayment to any lien  
 holder in compliance with §1265.240 of the Eminent Domain Law.
- C. Pay and charge BUYER for any fees, charges and costs payable under Paragraph 6 of  
 this Agreement.
- D. Disburse funds and deliver the Grant Deed when conditions of this transaction have  
 been fulfilled by BUYER and SELLER.

1 The term "close of this transaction", if and where written in these instructions, shall mean  
 2 the date necessary Instruments of Conveyance are recorded in the Office of the County  
 3 Recorder for all affected properties involved in the project. Recordation of Instruments  
 4 delivered through this transaction is authorized if necessary or proper in the issuance of  
 5 said policy of title insurance.

6 All time limits within which any matter herein specified is to be performed may be  
 7 extended by mutual agreement of the parties hereto. Any amendment of, or supplement to,  
 8 any instructions must be in writing.

9 TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND THIS TRANSACTION  
 10 IS TO CLOSE AS SOON AS POSSIBLE, BUT IN NO EVENT LATER THAN SIXTY  
 11 (60) DAYS FROM THE SIGNING OF THIS AGREEMENT.

12 7. FEES, CHARGES AND COSTS. BUYER agrees to pay all BUYER'S and SELLER'S  
 13 usual fees, charges and costs that arise in this transaction.

14 8. PERMISSION TO ENTER ON PREMISE. SELLER hereby grants to the BUYER, or its  
 15 authorized agents, permission to enter upon the SELLER Property to be conveyed at all  
 16 reasonable times prior to close of this transaction for the purpose of making necessary or  
 17 appropriate inspections.

18 9. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF BUYER AND  
 19 SELLER. SELLER hereby warrants, represents, and/or covenants to BUYER that:

20 A. To the best of SELLER'S knowledge, there are no actions, suits, material claims,  
 21 legal proceedings or any other proceedings affecting the SELLER Property or any  
 22 portion thereof, at law, or in equity before any court or governmental agency,  
 23 domestic or foreign.

24 B. To the best of SELLER'S knowledge, there are no encroachments onto the SELLER  
 25 Property by improvements on any adjoining property, nor do any buildings or  
 26 improvements encroach on other properties.

27 C. Until the closing, SELLER shall maintain the SELLER Property in good condition  
 28 and state of repair and maintenance, and shall perform all of its obligations under any  
 service contracts or other contracts affecting the property.

D. Until the closing, SELLER shall not do anything which would impair SELLER'S title  
 to any of the SELLER Property.

E. To the best of SELLER'S knowledge, neither the execution of this Agreement nor the  
 performance of the obligations herein will conflict with, or breach any of the  
 provisions of any bond, note, evidence of indebtedness, contract, lease or other  
 agreement or instrument to which the SELLER Property may be bound.

F. Until the closing, SELLER shall, upon learning of any fact or condition which would  
 cause any of the warranties and representations in this Warranties, Representations,



and Covenants of SELLER Section not to be true as of closing, immediately give written notice of such fact or condition to BUYER.

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10. HAZARDOUS WASTE. Neither SELLER nor, to the best of SELLER'S knowledge, any previous owner, tenant, occupant or user of the SELLER Property used, generated, released, discharged, stored or disposed of any hazardous waste, toxic substances or related materials ("Hazardous Materials") on, under, in or about the SELLER Property or transported any Hazardous Materials to or from the SELLER Property. SELLER shall not cause or permit the presence, use, generation, release, discharge, storage or disposal of any Hazardous Materials on, under, in or about or the transportation of any Hazardous Materials to or from, the SELLER Property. The term "Hazardous Materials" shall mean any substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste" or "restricted hazardous waste" under Section 25115, 25117 or 25122.7 or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance" or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyl's, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. §1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42, U.S.C. §9601 et seq. (42 U.S.C. §9601).

11. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of SELLER'S knowledge and with respect to the property being conveying in this transaction, the property complies with all applicable laws and governmental regulations including, without limitation, all applicable Federal, State and local laws pertaining to air and water quality, hazardous waste, waste disposal and other environmental matters, including, but not limited to, the Clean Water, Clear Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts and the California Environmental Quality Act, and the rules, regulations and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency and all applicable federal, state and local agencies and bureaus.

12. INDEMNIFICATION.

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A. Indemnification by SELLER. SELLER agrees to indemnify, defend and hold DISTRICT harmless for, from and against any and all claims, demands, liabilities, costs, expenses, damages and losses, cause or causes of action and suit or suits of any nature whatsoever, arising out of or based on or from any misrepresentation or breach of warranty or covenant by SELLER in this Agreement. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environmental, nuisance, pollution, contamination, leak, spill, release or other adverse effect on the environment). This indemnification shall include all costs and attorney fees.

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B. Indemnification by DISTRICT. DISTRICT agrees to indemnify, defend and hold SELLER harmless for, from and against any and all claims, demands, liabilities, costs, expenses, damages and losses, cause or causes of action and suit or suits arising out of DISTRICT's operation of the Property after the close of this transaction as it is defined within this Agreement or any misrepresentation or breach of warranty or covenant by BUYER in this Agreement or any document delivered to SELLER pursuant to this Agreement. This indemnification shall include all costs and attorney fees.

14 13. MISCELLANEOUS.

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A. SELLER will provide within the time allowed by law a Natural Hazard Disclosure Statement in accordance with California Government Code sections 8589.3-8989.4 and 51183.5 and Public Resources Code sections 4136, 2621.9 and 2694.

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B. The terms and conditions, covenants and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

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C. Entire Agreement. This Agreement (including all Exhibits attached hereto) constitutes the entire contract between the parties hereto and may not be modified except by an Instrument in writing signed by the party to be charged. Neither party relies upon any warranty or representation not contained in this Agreement.

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D. Notices. In the event either party desires or is required to give notice to the other party in connection with this Agreement, the same shall be in writing and shall be deemed to have been given when delivered in person, by recognized overnight air courier service, by confirmed facsimile transmission, or deposited with the United States Postal Service, certified mail receipt requested to BUYER or SELLER at the appropriate address as set forth on Page 7 of this Agreement. All notices sent by mail will be deemed received three (3) days after the date of mailing.

- 1 E. Counterparts. This Agreement may be executed in two or more counterparts, each of  
2 which shall be deemed an original, and all of which, taken together, shall comprise a  
3 fully executed original Agreement for all intents and purposes.
- 4 F. Partial Invalidity. If any term or provision of this Agreement shall be deemed to be  
5 invalid or unenforceable to any extent, the remainder of this Agreement will not be  
6 affected thereby, and each remaining term and provision of this Agreement will be  
7 valid and be enforced to the fullest extent permitted by law.
- 8 G. Possession of the Property. SELLER will deliver possession of the Property to  
9 BUYER upon the close of escrow.
- 10 H. No Waivers. No waiver of any breach of any covenant or provision contained herein  
11 will be deemed a waiver of any preceding or succeeding breach thereof or of any  
12 other covenant or other provision contained herein. No extension of time for  
13 performance or any obligation or act will be allowed except those of the waiving  
14 party, which will be extended by a period of time equal to the period of the delay.
- 15 I. Successors and Assigns. Neither party shall transfer or assign its rights or  
16 responsibilities under this Agreement without the express written consent of the other  
17 party.
- 18 J. Governing Law. The parties hereto expressly agree that this Agreement will be  
19 governed by, interpreted under, and construed and enforced in accordance with the  
20 laws of the State of California in which the Property is located. Venue for any  
21 proceeding related to this Agreement shall be in the County of Riverside.
- 22 K. Brokers. Each party warrants and represents to the other that no brokers have been  
23 retained or consulted in connection with this transaction. Each party agrees to  
24 defend, indemnify, and hold harmless the other party from any claims, expenses,  
25 costs, or liabilities arising in connection with a breach of the foregoing warranty and  
26 representation.
- 27 L. Exhibits. Each exhibit attached hereto is incorporated herein by this reference as if  
28 set forth in full in the body of this Agreement.

IN WITNESS WHEREOF, the parties here have executed this Agreement the day and year set forth hereinabove.

MAILING ADDRESS OF SELLER

555 South Sunrise Way  
Palm Springs, CA 92264

SELLER:

JOHN WESSMAN, a married man as his  
sole and separate property

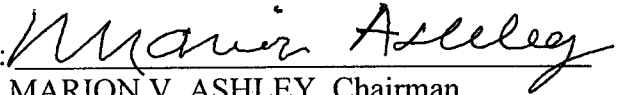


MAILING ADDRESS OF BUYER

1995 Market Street  
Riverside, CA 92501


BUYER:

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By: 

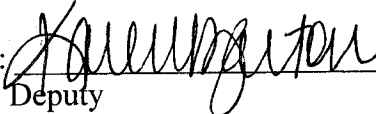
MARION V. ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

RECOMMENDED FOR APPROVAL:

By:   
WARREN D. WILLIAMS  
General Manager-Chief Engineer

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board

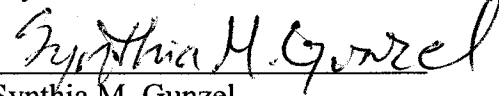
By:   
Deputy

Date: OCT 04 2011

APPROVED AS TO FORM:

PAMELA J. WALLS  
County Counsel

(SEAL)

By:   
Synthia M. Gunzel  
Deputy County Counsel

GSW:rlp  
3/21/11

Exhibit "A"

**Eagle Canyon Dam  
Parcel 6190-2**

Being a portion of the North half of Section 32, Township 4 South, Range 5 East, San Bernardino Meridian as shown on Record of Survey Book 130, Pages 74 through 79, Official Records of Riverside County, lying within the city of Cathedral City, in the County of Riverside, California, described as follows:

All of Parcel 6190-2 as shown on said Record of Survey, Official Records of said Riverside County.

The hereinabove described parcel is shown on Exhibit "B".



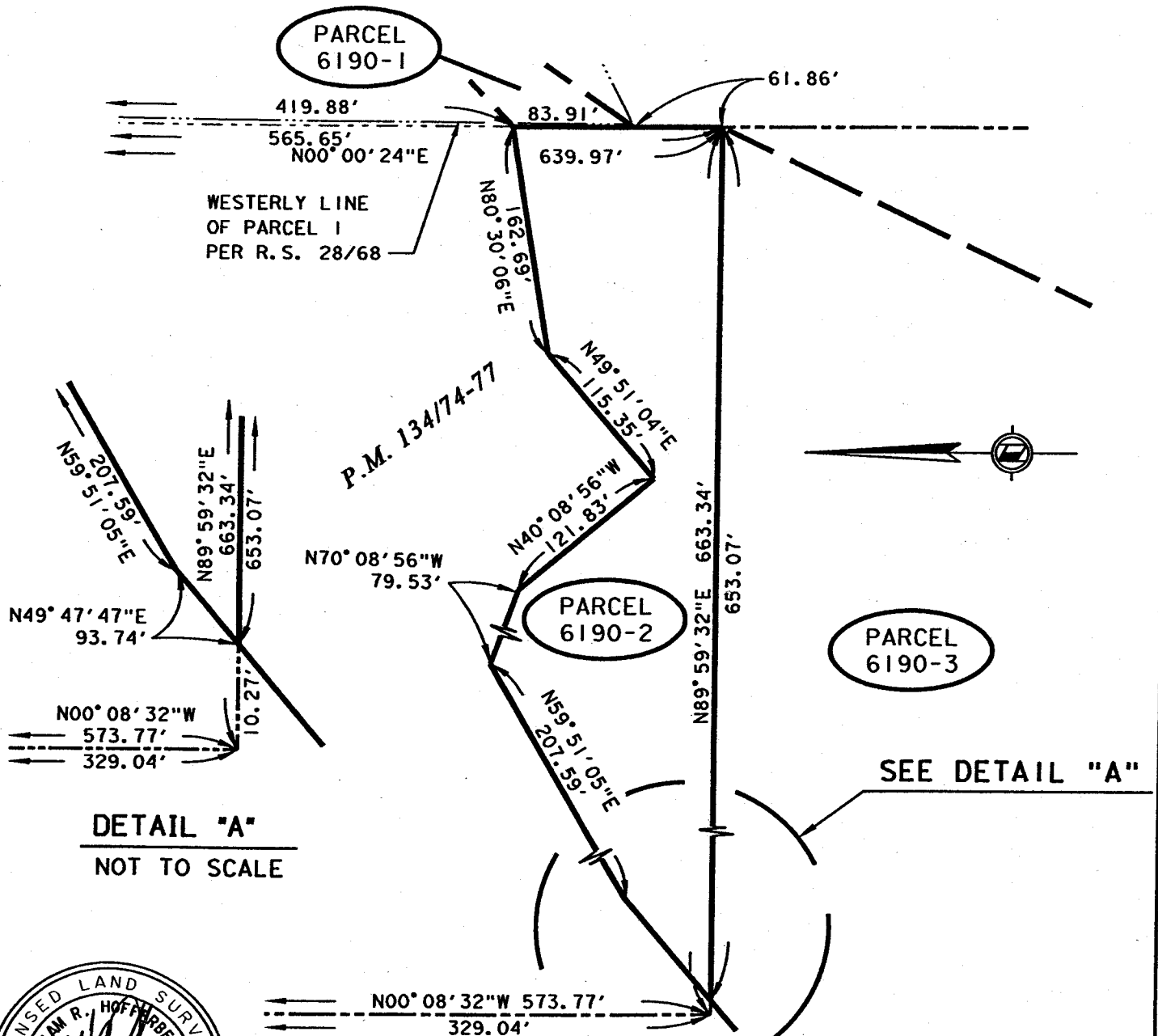
  
WILLIAM R. HOFFERBER JR.

Land Surveyor No. 7360  
Signed For: Riverside County Flood Control  
and Water Conservation District

Date: 15 Nov. 2010

# Exhibit "B"

BEING A PORTION OF THE NORTH HALF OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 5 EAST,  
SAN BERNARDINO MERIDIAN LYING WITHIN THE CITY OF CATHEDRAL CITY, IN THE  
COUNTY OF RIVERSIDE, CALIFORNIA.



**DETAIL "A"**  
NOT TO SCALE



*William R. Hoffmeyer Jr.*  
DATE: 15 NOV. 2010

## RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:

EAGLE CANYON DAM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

RCFC PARCEL NUMBER(S):

PARCEL 6190-2

SCALE:

NO SCALE

NOV-15-2010

PREPARED BY:

RST

SHEET NO.

1 OF 1