

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



ITEM  
11.2  
(ID # 9339)

**MEETING DATE:**

Tuesday, March 26, 2019

**FROM :** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approve Agreement for Purchase and Sale of Real Property and Right of Entry and Temporary Construction Agreement in Certain Real Property Located in the County of Riverside, State of California, Palm Springs MDP Line 41, Stage 3 Project, Project No. 6-0-00160-3, Nothing Further Required Under CEQA, District 4. [\$177,000 - District Funds 100%] (4/5 VOTE REQUIRED)

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

1. Find that the acquisition of the easement interests in real property by the Riverside County Flood Control and Water Conservation District (District) will not have a significant effect on the environment, and that nothing further is required pursuant to CEQA because all potentially significant effects have been adequately analyzed in a Mitigated Negative Declaration (MND) adoption on September 16, 2008;
2. Approve the attached Agreement for Purchase and Sale of Real Property (Agreement) between the District and Discovery Investments, LLC, and authorize the Chairwoman of the Board to execute the Agreement on behalf of the District;
3. Approve the attached Grant Deed between the District and Discovery Investments, LLC, and authorize the Chairwoman of the Board to execute the Grant Deed on behalf of the District;

Continued on page 2

**ACTION:** 4/5 Vote Required, Policy

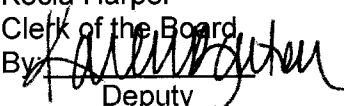
  
Bob Cullen, Assistant Chief Engineer 3/13/2019

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Hewitt, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: March 26, 2019  
xc: Flood

Kecia Harper  
Clerk of the Board  
By   
Deputy

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COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

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

4. Authorize the Clerk of the Board to certify acceptance of any documents running in favor of the District as part of this transaction; and
5. Authorize the General Manager-Chief Engineer or his designee to execute any other related documents and administer all actions necessary to complete this transaction.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$177,000	\$0	\$177,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> Land - Zone 6 Const/Maint/Misc 540040 25160 947500			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 18/19	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

In 1982, the Palm Springs Master Drainage Plan (MDP), the Line 41 system, Eagle Retention and Debris Basin, and Line 43 system together were planned to collect and convey the tributary 100-year storm runoff into existing Cathedral Canyon Channel. In the late 1980s and early 1990s, Line 41, Stages 1 and 2 were constructed from Cathedral Canyon North Channel to Golf Club Drive. However, due to various constraints, this portion of the MDP facility was constructed as an underground storm drain with less than 100-year flow capacity. In the late 1990s, community growth prompted the need to implement the remainder of the Line 41 system. A new study was initiated with the intent of formulating a project that would fulfill the intent of the original MDP and remove the Federal Emergency Management Agency 100-year floodplain despite the limited capacity of the existing portion of Line 41. To attain the greatest public benefit, the District has been consulting with the City of Palm Springs for the retention basin alternative. The proposed MDP Line 41, Stage 3 project will consist of the construction and maintenance of a storm drain in Golf Club Drive, an earthen 6.7-acre detention basin, and approximately 6,000 linear feet of an underground reinforced concrete pipe storm drain ranging from 66 to 96 inches in diameter. The proposed storm drain facility will begin at the terminus of the existing Palm Springs MDP Line 41, Stage 2 inlet and generally extend in a westerly direction along East Palm Canyon Drive, Gene Autry Trail, Matthew Drive, Cherokee Way, and Santa Monica Drive. The proposed storm drain will extend westerly for approximately 100 feet, past the intersection of Carmel Drive and Santa Monica Drive, and terminate with a concrete lined inlet structure. Additional capacity will also be provided at Golf Club Drive by increasing the size of the existing storm drain under Golf Club Drive and reconstructing the concrete lined inlet structure just to the north of Palm Canyon Drive. The project will be designed to convey the estimated 100-year flow rate.

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The purpose of the proposed project is to collect the 100-year tributary storm flows and convey them to the existing Palm Springs MDP Line 41, Stage 2 facility near Golf Club Drive.

The project will consist of the construction, operation, and maintenance of approximately 6,000 lineal feet of storm drain, collection structures, appurtenances, and a detention basin.

District staff obtained an independent appraisal for the property interests needed for the project and presented an offer to purchase the right of way from the property owner. The negotiations of the required property interests included District owned parcels with RCFC Parcel Nos. 6160-9A and 6160-9B being transferred to Discovery Investments, LLC for ingress and egress purposes to the remaining larger parcel. The District has included a Grant Deed restriction reserving a permanent easement for the District, its successors, and assigns, the easement in, under, upon, over, along, and across the property for the construction, reconstruction, alteration, maintenance, operation, inspection, repair, relocation, renewal, and removal of flood control facilities.

Acquisition agreements have been negotiated with Discovery Investments, LLC for the purchase price of \$153,000 for the following interest:

Assessor's Parcel Number (portion)	Parcel Nos.	Interest
681-480-003	6160-12A, -12B	Permanent Easement – 32,973 sq. ft.
681-480-003	6160-12T	Temporary Construction Easement

**Previous Agenda Items:** 11.3 of 04/25/06  
11.6 of 09/16/08

**Environmental Findings**

Pursuant to the California Environmental Quality Act (CEQA), on April 25, 2006, the Board of Supervisors approved Resolution No. F2006-08, finding that the Palm Springs MDP Line 41, Stage 3 project will not have significant adverse effect on the environment, adopting a Mitigated Negative Declaration (MND), and authorizing the District to proceed with the project. A CEQA Notice of Determination was filed by the Clerk of the Board upon the Board of Supervisors' approval on April 25, 2006.

Additionally, on September 16, 2008, the Board of Supervisors approved Resolution No. F2008-27, again finding that the project will not have a significant adverse effect on the environment, finding that the substituted mitigation measures are equivalent or more effective than the previously proposed mitigation measures, and adopting a Subsequent Mitigated Negative Declaration. A Notice of Determination for the adoption of the Subsequent MND was filed by the Clerk of the Board upon the Board of Supervisors' approval on September 16, 2008.

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Since the proposed motion in this Form 11 involves the approval of the purchase and sale of real property for the Palm Springs Line 41, Stage 3 project, which was previously analyzed in Resolution Nos. F2006-08 and F2008-27 and their associated CEQA documents, nothing further is required under CEQA.

**Impact on Residents and Businesses**

The Palm Springs Line 41, Stage 3 project will address flooding by collecting and safely conveying tributary storm flows from the project area. The project alignment begins at the upstream terminus of Palm Springs MDP Line 41, Stage 2 and extends westward along East Palm Canyon Drive and Gene Autry Trail to Matthew Drive, continuing to Cherokee Way and Santa Monica Drive. The proposed project will protect people, property, and the watershed from damage or destruction from flood and stormwater impact. The health and safety concerns are prompting the District to construct the proposed project.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

RCFC Parcel Numbers 6160-12A, 6160-12B, and 6160-12T	
Permanent Easement and Temporary Construction Easement	\$153,000
Escrow/Title Fees	\$9,000
Staff Time	\$15,000
Actual Cost	\$177,000
Total Cost (rounded)	\$177,000

**ATTACHMENTS:**

1. Agreement for Purchase and Sale of Real Property (2)
2. Grant Deed

  
\_\_\_\_\_  
Gregory L. Priamos, Director County Counsel      3/13/2019

Recorded at request of, and return to:  
 Riverside County Flood Control and  
 Water Conservation District  
 1995 Market Street  
 Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project: Palm Springs MDP Line 41, Stage 3 -  
 East Palm Canyon Drive  
 Project No: 6-0-00160-03  
 Assessor's Parcel Number: 681-290-042

The undersigned grantor(s) declare(s)  
 DOCUMENTARY TRANSFER TAX \$ NONE

RCFC Parcel Nos. 6160-9A and 6160-9B

## GRANT DEED

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a body politic, the "Grantor", grants to **DISCOVER INVESTMENTS, LLC**, a Delaware limited liability company, the "Grantee", subject to the terms and conditions set forth below, the real property ("Property"), identified as Assessor's Parcel Number 681-290-042 and referenced as RCFC Parcel Numbers 6160-9A and 6160-9B, situated in the County of Riverside, State of California, more specifically described in Exhibit "A" which is attached hereto and made a part hereof.

The Property is conveyed to Grantee reserving unto and for the Grantor, and its successors and assigns, a permanent easement in, under, upon, over, along, and across the Property for the construction, reconstruction, alteration, maintenance, operation, inspection, repair, relocation, renewal, and removal of flood control facilities, together with all necessary appurtenances thereto, including the right of pedestrian and/or vehicular ingress and egress upon, over, under, along, and across the Property for the purpose of exercising the rights herein granted.

RIVERSIDE COUNTY FLOOD CONTROL  
 AND WATER CONSERVATION DISTRICT:

Date March 26, 2019

By: Karen S. Spiegel  
 KAREN SPIEGEL, Chairman  
 Board of Supervisors of Riverside County  
 Flood Control and Water Conservation District

ATTEST:

KECIA HARPER-~~HEM~~  
 Clerk of the Board of Supervisors

By: Karen Spiegel

Deputy

MAR 26 2019

11.2

## Exhibit "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

RCFC Parcel No. 6160-9A

Being a portion of Lot 22 as shown on map of Palm Valley Colony Lands, Map Book 14, Page 652, Records of San Diego County, California, located in the City of Palm Springs, Riverside County, California, described as follows:

Beginning at the Southeast corner of Lot 22, as shown on said map;

Thence South 88° 22' 25" West along the Southerly line of said lot, a distance of 113.67 feet;

Thence North 62° 57' 46" West, a distance of 95.21 feet;

Thence North 27° 02' 14" East, a distance of 71.65 feet, to the Southwesterly right of way of State Highway 111, said point being on a non-tangent curve concave to the Southwest having a radius of 4960.00 feet, to which a radial bears North 26° 21' 23" East;

Thence Southeasterly along the arc of said curve, a distance of 8.53 feet, through a central angle of 00° 05' 55";

Thence South 26° 27' 18" West, a distance of 10.00 feet along the Southwesterly right of way of State Highway 111, as described in Instrument No. 16436 recorded February 7, 1973, in the office of the County Recorder, Riverside County, California, said point being on a non-tangent curve concave to the Southwest having a radius of 4950.00 feet, to which a radial bears North 26° 27' 18" East;

Thence Southeasterly along said Southwesterly right of way, an arc distance of 50.32 feet, through a central angle of 00° 34' 57" to the point of tangency;

Thence South 62° 57' 46" East along said Southwesterly right of way, a distance of 132.24 feet, to the Easterly line of said lot;

Then South 00° 22' 15" West along said Easterly line, a distance of 8.37 feet, to the Point of Beginning.

RCFC Parcel No. 6160-9B

Being a portion of Lot 27 as shown on map of Palm Valley Colony Lands, Map Book 14, Page 652, Records of San Diego County, California, located in the City of Palm Springs, Riverside County, California, described as follows:

Beginning at the Northeast corner of Lot 27, as shown on said map;

Thence South 00° 22' 15" West along the Easterly line of said lot, a distance of 61.01 feet;

Thence North 62° 57' 46" West, a distance of 127.12 feet, to the Northerly line of said lot;

Thence North 88° 22' 25" East along said Northerly line, a distance of 113.67 feet, to the Point of Beginning.

APN 681-290-042

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)

)ss

COUNTY OF RIVERSIDE)

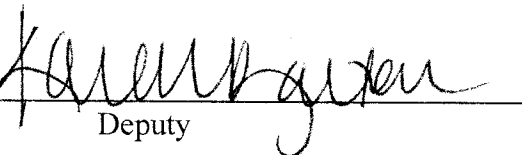
On March 26, 2019, before me, Karen Barton, Board Assistant, personally appeared **Karen Spiegel**, Chairman of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District, State of California, who provided to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the 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

KECIA HARPER ~~HEM~~

Clerk of the Board of Supervisors

By:   
Deputy

(Seal)

Project: Palm Springs MDP Line 41, Stage 3  
 Project No. 6-0-00160  
 APN 681-480-003 (portion)  
 RCFC Parcel Nos. 6160-12A, 6160-12B and 6160-12T

## AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is entered into this 20<sup>th</sup> day of MARCH, 2019 by and between the **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic**, (hereinafter called "DISTRICT" or "BUYER") and **DISCOVER INVESTMENTS, LLC, a Delaware limited liability company**, (hereinafter called "SELLER") for acquisition by BUYER from SELLER of certain easement interests for the PS41 – Stage 3 – East Palm Canyon Drive Project (hereinafter called "PROJECT"). BUYER and SELLER may be referred to collectively as the "Parties" or individually as a "Party".

### RECITALS

- A. SELLER is the owner of certain real property located on the south side of Highway 111 at Golf Club Drive in the City of Palm Springs, County of Riverside, State of California, consisting of approximately 10.07 acres of land, with Assessor's Parcel Number 681-480-003, being vacant land ("SELLER PROPERTY").
- B. SELLER desires to sell and BUYER desires to purchase easement interests in a portion of the SELLER PROPERTY as specifically described herein.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO PURCHASE AND SALE. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell to BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the consideration set forth in this Agreement, the following easements in certain real property, located on south side of Highway 111 at Golf Club Drive in the City of Palm Springs, County of Riverside, State of California, with Riverside County Assessor's Parcel No. 681-480-003.
  - A. The permanent easement interest that affects a section of land that will hereinafter be referred to as RCFC Parcel Nos. 6160-12A and 6160-12B. Said section of land contains approximately 32,973 square feet (0.075+ AC).
  - B. An eighteen (18) month temporary construction easement ("TCE") which affects a section of land that will hereinafter be referred as RCFC Parcel No. 6160-12T. Said section of land contains approximately 15,595 square feet (0.035+AC).

Said above-listed interests in real property will hereinafter be collectively referred to as the "Property".

The respective sections of land affected by the above-listed interests in real property are legally described in Exhibit "A" and depicted in Exhibit "B", both of which are attached



hereto and incorporated herein by reference. The Property is also legally described and depicted in those certain Easement Deeds attached hereto as Exhibit "C" and by this reference incorporated herein ("Easement Deeds").

2. CONSIDERATION. The consideration for the purchase price provided to the SELLER for Parcel Nos. 6160-12A, 6160-12B, and 6160-12T will consist of the following:
  - A. ONE HUNDRED FIFTY-THREE THOUSAND DOLLARS (\$153,000.00) ("Funds"). All payments specified in this section shall be made in legal tender, such that the Escrow Holder can disburse proceeds to SELLER at the Close of Escrow; and
  - B. Certain real property owned by BUYER ("BUYER PROPERTY") situated in the City of Palm Springs, County of Riverside, State of California, and legally described in Exhibit "D" and pictorially depicted in Exhibit "E", referenced as RCFC Parcel Nos. 6160-9A and 6160-9B, both of which are attached hereto and incorporated herein by reference. BUYER agrees to convey to SELLER fee title to BUYER PROPERTY, subject to the reservation of an easement for BUYER, as set forth in the Grant Deed attached hereto as Exhibit "F" ("Grant Deed").
3. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER, or its authorized agents, permission to enter upon the SELLER PROPERTY at all reasonable times prior to close of this transaction for the purpose of conducting due diligence, including making necessary or appropriate inspections. BUYER will give SELLER at least two (2) business days written or oral notice before going on the SELLER PROPERTY. BUYER does hereby indemnify and hold harmless SELLER, SELLER's heirs, successors, assigns, officers, employees, agents and representatives free and harmless from and against any and all liability, loss, damages and costs and expenses, demands, causes of action, claims or judgments, arising from or that is in any way connected with BUYER's inspections or non-permanent improvements involving entrance onto the SELLER PROPERTY pursuant to this Section 3. If BUYER fails to acquire the Property due to BUYER's default, this license will terminate upon the termination of BUYER's right to purchase the Property. In such event, BUYER will remove or cause to be removed all of BUYER's personal property, facilities, tools and equipment from the SELLER PROPERTY. If BUYER does not remove all of BUYER's personal property, facilities, tools, and equipment from the SELLER PROPERTY within ten (10) business days of the date that BUYER's license terminates under this Section, SELLER has the right to remove said personal property, facilities, tools and equipment from the SELLER PROPERTY. In the event BUYER fails to remove BUYER's personal property, facilities, tools and equipment from the SELLER PROPERTY after entering the SELLER PROPERTY to perform due diligence, including to make necessary or appropriate inspections as specified in this Section 3, BUYER is responsible for all reasonable costs incurred by SELLER in any such removal by SELLER.
4. TEMPORARY CONSTRUCTION EASEMENT. At least forty-eight (48) hours written or oral notice shall be given to SELLER before DISTRICT initially enters upon and uses the SELLER PROPERTY (under the authority and rights as provided in that certain Right of Entry and Temporary Construction Easement Agreement entered into simultaneously with this Agreement). The rights therein granted to use the TCE shall commence upon SELLER receiving notice by DISTRICT and expire twelve (12) months thereafter. If

DISTRICT does not provide the foregoing Notice to SELLER before December 21, 2021 ("Notice Date"), the ROE-TCE Agreement, and the authority and rights granted therein, shall expire on the Notice Date, unless a revised Notice Date can be mutually agreed upon in writing signed by DISTRICT and SELLER.

5. ESCROW. The Parties will establish an escrow at Commonwealth Land Title Company ("Escrow") to accommodate the transaction contemplated by this Agreement. For purposes of this Agreement, Opening of Escrow means the date on which Escrow Holder receives a fully executed original of this Agreement. The Parties shall open an escrow within five (5) business days of the date on which this Agreement is fully executed by the Parties. "Close of Escrow" means the date on which the Easement Deeds and the Grant Deed are recorded in the Official Records of the County of Riverside, whichever is later. The Close of Escrow will be as soon as possible after the Opening of Escrow, but in no event shall the Close of Escrow be later than one hundred eighty (180) days after the Opening of Escrow. The Parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may reasonably be required to consummate the transaction contemplated by this Agreement. Any such instructions shall not conflict, amend or supersede any provisions of this Agreement; this Agreement shall control unless the parties expressly agree in writing otherwise. The Escrow Instructions shall include the following terms and conditions for disbursements and other actions by Escrow Holder of this sale which shall occur at the Close of Escrow:
  - A. Funds. Promptly upon Close of Escrow, disburse all Funds deposited with Escrow Holder by BUYER in payment of the Property as follows: (a) deduct or credit all items chargeable to the account of SELLER and/or BUYER pursuant to Sections 6 and 11; (b) disburse the balance of the Funds to SELLER; and (c) disburse any excess proceeds deposited by BUYER to BUYER.
  - B. Recording. Cause the Easement Deeds in favor of BUYER and Grant Deed in favor of SELLER to be recorded with the County Recorder for the County of Riverside and obtain conformed copies thereof for distribution to BUYER and SELLER.
  - C. Title Policy. Direct the Title Company to issue the Title Policy for the Property to BUYER.
  - D. Delivery of Documents to BUYER and SELLER. Deliver to BUYER any other documents (or copies thereof) deposited into Escrow by SELLER. Deliver to SELLER any other documents (or copies thereof) deposited into Escrow by BUYER. Mail a final closing statement to BUYER and SELLER.
  - E. Time Limits. All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the Parties hereto. Any amendment of, or supplement to, any instructions must be in writing.
6. TITLE AND TITLE INSURANCE. Upon the Opening of Escrow, Commonwealth Land Title Company (the "Escrow Holder") shall obtain and issue a title commitment for the Property. Escrow Holder will also request two (2) copies each of all instruments

identified as exceptions on said title commitment. Upon receipt of the foregoing, Escrow Holder will deliver these instruments and the title commitment to BUYER and SELLER. Escrow Holder will insure BUYER's easement title to the Property, which is described above in Section 1, at the Close of Escrow by a CLTA Owner's Standard Coverage Policy of Title Insurance in the amount of \$180,000 ("Title Policy"). The Title Policy provided for pursuant to this Section 6 will insure BUYER's interest in the Property free and clear of all monetary liens, monetary encumbrances and other exceptions to good and clear title, subject only to the following permitted conditions of title ("Permitted Title Exceptions"):

- A. The applicable zoning, building and development regulations of any municipality, county, state or federal jurisdiction affecting the Property.
  - B. Those non-monetary exceptions not objected to by BUYER within ten (10) business days after the date BUYER receives the title commitment and legible copies of all instruments noted as exceptions therein. If BUYER "unconditionally disapproves" any such exceptions Escrow will thereupon terminate, all funds deposited therein will be refunded to BUYER (less BUYER's share of escrow cancellation charges) and this Agreement will be in no further force or effect. If BUYER "conditionally disapproves" any such exceptions, then SELLER will use SELLER's best efforts to cause such exceptions to be removed by the Close of Escrow. If such conditionally disapproved non-monetary exceptions are not removed by the Close of Escrow, BUYER may, at BUYER's option, either accept the Property subject to such exceptions, or terminate the Escrow and receive a refund of all funds deposited into Escrow (less BUYER's share of escrow cancellation charges), if any, and this Agreement will thereupon be of no further force or effect. At the Close of Escrow, BUYER's easement interest in the SELLER PROPERTY will be free and clear of all monetary liens and monetary encumbrances.
  - C. Taxes: Current fiscal year, including personal property tax, if any, and any further assessment thereto under Division 1, Part 0.5, Chapter 3.5 of Revenue and Taxation Code of the State of California. All other taxes owed whether presently current or delinquent are to be CURRENT at the Close of Escrow.
  - D. Quasi-public utility, public utility, public alley, public street easements and rights of way of record.
7. POSSESSION OF PROPERTY. It is mutually understood and agreed by and between the Parties hereto that the right of possession and use of the Property by BUYER, including the right to remove and dispose of improvements, shall commence upon the close of escrow.
8. WARRANTIES AND REPRESENTATIONS OF SELLER. SELLER makes the following representations and warranties:
- A. To the best of SELLER's knowledge, there are no actions, suits, material claims, legal proceedings or any other proceedings affecting the Property or any portion thereof at law or in equity before any court or governmental agency, domestic or foreign.

- B. To the best of SELLER's knowledge, there are no encroachments onto the Property by improvements on any adjoining property, nor do any buildings or improvements on the Property encroach onto other properties.
- C. Until the Close of Escrow, SELLER shall maintain the SELLER PROPERTY in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the Property.
- D. SELLER has good and marketable title to the SELLER PROPERTY. SELLER has no actual knowledge of any unrecorded or undisclosed legal or equitable interest in the SELLER PROPERTY owned or claimed by anyone other than SELLER. SELLER has no knowledge that anyone will, at the Closing, have any right to possession of the SELLER PROPERTY, except as disclosed by this Agreement or otherwise in writing to BUYER. There are no unsatisfied mechanics' or materialmen's lien rights on the SELLER PROPERTY. No assessment lien or bond encumbers the SELLER PROPERTY, and no governmental authority has undertaken any action that could give rise to an assessment lien affecting the SELLER PROPERTY and shall not do anything that 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 Property may be bound.
- F. SELLER represents and warrants that until the Close of Escrow SELLER shall, upon learning of any fact or condition that would cause any of the warranties and representations in this Section 8 not to be true as of closing, immediately give written notice of such fact or condition to BUYER.
- G. SELLER represents and warrants that it did not use, generate, release, discharge, store or dispose of any hazardous waste, toxic substances or related materials on or under, in or about the SELLER PROPERTY or transport any Hazardous Materials to or from the SELLER PROPERTY and that it shall not use, generate, release, discharge, store or dispose of any hazardous waste, toxic substances or related materials on, or under, in or about the SELLER PROPERTY prior to the Close of Escrow. 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 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), (iii) defined as "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (iv) petroleum, (v) asbestos, (vi)

polychlorinated biphenyls, (vii) listed or defined as "hazardous" or "extremely hazardous" pursuant to Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations, (viii) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. §1317), (ix) 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 (x) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42, U.S.C. §9601 *et seq.* (42 U.S.C. §9601).

- H. SELLER represents and warrants that the SELLER PROPERTY, to the best of SELLER's knowledge, 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 and 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 SELLER PROPERTY is located, the California Department of Public Health, 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.
- I. SELLER represents and warrants that, to the best of SELLER's knowledge, the Property is in compliance with all applicable statutes and regulations, including environmental, health and safety requirements.
- J. This Agreement and the performance of SELLER's obligations under it and all documents executed by SELLER that are to be delivered to BUYER at the Closing are, or on the Closing Date will be, duly authorized, executed and delivered by SELLER and are, or at the Closing Date will be, legal, valid and binding obligations of SELLER, and do not, and on the Closing Date will not, violate any provision of any agreement or judicial order to which SELLER is a party or to which SELLER or the SELLER PROPERTY is subject. No consent of any partner, shareholder, creditor, investor, judicial or administrative body, government agency or other party is required for SELLER to enter into and/or to perform SELLER's obligations under this Agreement, except as has already been obtained. If SELLER is a corporation or company, it is organized, validly existing and in good standing under the laws of the State of California.

9. WARRANTIES AND REPRESENTATIONS OF BUYER. BUYER makes the following representations and warranties:

- A. To the best of BUYER's knowledge, there are no actions, suits, material claims, legal proceedings or any other proceedings affecting the BUYER PROPERTY or any portion thereof at law or in equity before any court or governmental agency, domestic or foreign.

- B. To the best of BUYER's knowledge, there are no encroachments onto the BUYER PROPERTY by improvements on any adjoining property, nor do any buildings or improvements on the BUYER PROPERTY encroach onto other properties.
- C. Until the Close of Escrow, BUYER shall maintain the BUYER PROPERTY in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the BUYER PROPERTY.
- D. BUYER has good and marketable title to the BUYER PROPERTY. BUYER has no actual knowledge of any unrecorded or undisclosed legal or equitable interest in the BUYER PROPERTY owned or claimed by anyone other than BUYER. BUYER has no knowledge that anyone will, at the Closing, have any right to possession of the BUYER PROPERTY, except as disclosed by this Agreement or otherwise in writing to SELLER. There are no unsatisfied mechanics' or materialmen's lien rights on the BUYER PROPERTY. No assessment lien or bond encumbers the BUYER PROPERTY, and no governmental authority has undertaken any action that could give rise to an assessment lien affecting the BUYER PROPERTY and shall not do anything that would impair BUYER's title to any of the BUYER PROPERTY.
- E. To the best of BUYER'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 BUYER PROPERTY may be bound.
- F. BUYER represents and warrants that until the Close of Escrow BUYER shall, upon learning of any fact or condition that would cause any of the warranties and representations in this Section 9 not to be true as of closing, immediately give written notice of such fact or condition to SELLER.
- G. BUYER represents and warrants that it did not use, generate, release, discharge, store or dispose of any hazardous waste, toxic substances or related materials on or under, in or about the BUYER PROPERTY or transport any Hazardous Materials to or from the BUYER PROPERTY and that it shall not use, generate, release, discharge, store or dispose of any hazardous waste, toxic substances or related materials on, or under, in or about the BUYER PROPERTY prior to the Close of Escrow. 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 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), (iii) defined as "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (iv) petroleum, (v) asbestos, (vi) polychlorinated biphenyls, (vii) listed or defined as "hazardous" or "extremely hazardous" pursuant to Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations, (viii) designated as a "hazardous substances" pursuant to Section 311

of the Clean Water Act, (33 U.S.C. §1317), (ix) 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 (x) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42, U.S.C. §9601 *et seq.* (42 U.S.C. §9601).

- H. To the best of BUYER's knowledge, the BUYER 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 and 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 BUYER PROPERTY is located, the California Department of Public Health, 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.
- I. BUYER represents and warrants that, to the best of BUYER's knowledge, the BUYER PROPERTY is in compliance with all applicable statutes and regulations, including environmental, health and safety requirements.
- J. This Agreement and the performance of BUYER's obligations under it and all documents executed by BUYER that are to be delivered to SELLER at the Closing are, or on the Closing Date will be, duly authorized, executed and delivered by BUYER and are, or at the Closing Date will be, legal, valid and binding obligations of SELLER, and do not, and on the Closing Date will not, violate any provision of any agreement or judicial order to which BUYER is a party or to which BUYER or the BUYER PROPERTY is subject. No consent of any partner, shareholder, creditor, investor, judicial or administrative body, government agency or other party is required for BUYER to enter into and/or to perform BUYER's obligations under this Agreement, except as has already been obtained. If BUYER is a corporation, it is organized, validly existing and in good standing under the laws of the State of California.

#### 10. CLOSING CONDITIONS.

- A. All obligations of BUYER under this Agreement are subject to the fulfillment, before or at Closing, of each of the following conditions:
  - 1) SELLER shall convey to BUYER marketable title to the Property, free of all monetary liens and monetary encumbrances, by execution and delivery with Escrow Holder a duly executed and acknowledged Easement Deeds in the form attached to this Agreement as Exhibit "C" and by this reference incorporated herein.
  - 2) SELLER must have delivered to Escrow the documents and funds it is required to deliver through Escrow at Closing.

- 3) The physical condition of the SELLER PROPERTY must be substantially the same on the Closing Date as on the Effective Date, reasonable wear and tear excepted.
- 4) All necessary agreements and consents of all parties to consummate the transaction contemplated by this Agreement will have been obtained and furnished by SELLER to BUYER.
- 5) Such proof of SELLER's authority and authorization to enter into and perform under this Agreement, and such proof of power and authority of the individuals executing or delivering any instruments, documents or certificates on behalf of SELLER to act for and bind SELLER as may reasonably be required by BUYER or the Escrow Holder.

BUYER's Closing Conditions are solely for BUYER's benefit and any or all may be waived in writing by BUYER in whole or in part without prior notice.

B. SELLER's obligation to sell the Property is expressly conditioned on the fulfillment of each of the following condition at or before the Closing:

- 1) BUYER must have delivered the Funds in the form described in Section 2 herein to Escrow.
- 2) BUYER shall convey to SELLER marketable title to the BUYER PROPERTY by execution and delivery with Escrow Holder a duly executed and acknowledged Grant Deed in the form attached to this Agreement as Exhibit "F" and by this reference incorporated herein.
- 3) BUYER must have delivered to Escrow the documents and funds required to consummate this transaction and as specified in this Agreement.

SELLER's Closing Conditions are solely for SELLER's benefit and any or all may be waived in writing by SELLER in whole or in part without prior notice.

C. BUYER and SELLER agree to execute and provide any additional instruments or other documents as may be necessary to complete this transaction. BUYER and SELLER hereby agree to cooperate with the execution of all instruments or other documents reasonably necessary to complete the transfer of the real property interests including, but not limited to, any supplemental instructions required to complete the transaction.

11. CLOSING COSTS. Costs for Escrow, title and closing expenses will be allocated as follows:

A. SELLER shall pay or be charged:

- 1) All costs associated with removing any debt encumbering the Property;
- 2) All costs associated with SELLER's broker representation, including commission;



- 3) Cost of recording the Grant Deed, if any;
- 4) All costs associated with SELLER's attorney fees; and
- 5) SELLER's share of prorations, if any.

B. BUYER shall pay or be charged:

- 1) All of Escrow fees and costs;
- 2) Cost of the CLTA Standard coverage policy for the Property;
- 3) Cost of Natural Hazard Disclosure Statement;
- 4) Cost of recording the Easement Deeds, if any; and
- 5) BUYER's share of prorations, if any.

C. Prorations. All receipts and disbursements of the Property will be prorated as of 11:59 p.m. on the day immediately preceding the Closing Date and the Funds will be adjusted on the following basis:

- 1) Tax Exempt Agency. All parties hereto acknowledge that the BUYER is a public entity and exempt from payment of any real property taxes. There will be no proration of taxes through Escrow. SELLER will be responsible for payment of any real property taxes due prior to the Close of Escrow. In the event any real property taxes are due and unpaid at the Close of Escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from proceeds due the SELLER at the Close of Escrow. SELLER understands that the Tax Collector will not accept partial payment of any installment of the real property taxes due at the Close of Escrow. After the Close of Escrow, the BUYER will file any necessary documentation with the County Tax Collector/Assessor for the property tax exemption. SELLER shall have the right, after the Close of Escrow, to apply for a refund to the County Tax Collector/Assessor outside of Escrow if eligible to receive such refund and Escrow Holder shall have no liability and/or responsibility in connection therewith.
- 2) Utility Deposits. If applicable, SELLER will notify all utility companies servicing the SELLER PROPERTY of the conveyance of the Property to BUYER and will request that such companies send SELLER a final bill, if warranted, for the period ending on the last day before the Close of Escrow. BUYER will notify the utility companies that all utility bills for the period commencing on the Close of Escrow are to be sent to BUYER, if applicable. SELLER is responsible for all costs associated with the provision of utility services to the Property up to the Close of Escrow.
- 4) Method of Proration. If applicable and for purposes of calculating

prorations, BUYER shall be deemed to be in title to the Property, and therefore, entitled to the income therefrom and responsible for the expenses thereof for the entire day upon which the Closing occurs. All prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The obligations of the Parties pursuant to this Section 11 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.

12. CLOSING. When the Escrow Holder receives all documents and funds identified in this Agreement, and the Title Company is ready, willing and able to issue the Title Policy, then, and only then, the Escrow Holder will close Escrow by performing all actions instructed to do so in the Escrow Instructions and in accordance with this Agreement.
13. INDEMNITY. SELLER agrees to indemnify, defend and hold BUYER harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage or expense (including, without limitation, attorneys' fees) of any nature whatsoever, resulting from, arising out of or based on any breach of SELLER's representation, warranties or covenants provided 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 indemnity extends only to liability created prior to or up to the date the Close of Escrow. Neither BUYER nor SELLER shall be responsible for acts or omissions to act after close of this transaction.
14. DISTRICT REPRESENTATIVE. The General Manager-Chief Engineer or his designee serves as the representative on behalf of BUYER for the purpose of administering and performing administrative or ministerial actions necessary to complete this transaction, including executing any other related escrow forms or documents to consummate the transaction.
15. NOTICES. All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, or by personal delivery. Notices shall be considered given upon the earlier of (a) personal delivery; (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested; or (c) one (1) business day following deposit with an overnight carrier service. A copy of all notices shall be sent to the Escrow Company. Notices shall be addressed as provided below for the respective party. The parties agree, however, that if any party gives notice in writing of a change of name or address to the other party, notices to such party shall thereafter be given as demanded in that notice:

SELLER:	Discover Investments, LLC Mr. Timothy Ballard 3501 Jamboree Road, Suite 4200 Newport Beach, CA 92660
---------	---

BUYER: Riverside County Flood Control  
and Water Conservation District  
Attention: Yolanda King  
Senior Real Property Agent  
1995 Market Street  
Riverside, CA 92501

COPY TO: Riverside County Counsel  
Attention: Thomas Oh  
Deputy County Counsel  
3960 Orange Street, Suite 500  
Riverside, CA 92501-3674

ESCROW HOLDER: Commonwealth Land Title Company  
4100 Newport Place Drive  
Suite 120  
Newport Beach, CA 92660

16. MISCELLANEOUS.

- A. Natural Hazard Disclosure Statement. SELLER will provide to BUYER within the time allowed by law a Natural Hazard Disclosure Statement in accordance with California Government Code Sections 8589.3–8589.4 and 51183.5 and Public Resources Code Sections 4136, 2621.9 and 2694.
- B. Default. In the event of a material breach or material default under this Agreement by either the BUYER or SELLER, the non-defaulting Party shall have, in addition to all rights available at law or equity, the right to terminate this Agreement and the Escrow for the purchase and sale of the Property by delivering written notice thereof to the defaulting Party and to Escrow Holder, and if the BUYER is the non-defaulting Party, the BUYER shall thereupon promptly receive a refund of all prior deposits, if any. Such termination of the Escrow by a non-defaulting Party shall be without prejudice to the non-defaulting Party's rights and remedies at law or equity.
- C. Further Instructions. Each Party agrees to execute such other and further escrow instructions as may be necessary or proper in order to consummate the transaction contemplated by this Agreement.
- D. Amendments. Any amendments to this Agreement shall be effective only in writing and when duly executed by both the BUYER and SELLER and deposited with Escrow Holder.
- E. Applicable Law. This Agreement shall be construed and interpreted under, and governed and enforced according to the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the County of Riverside.
- F. Entire Agreement. This Agreement contains the entire agreement between the undersigned Parties respecting the subject matter set forth herein, and expressly

supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the Parties respecting said subject matter (whether oral or in writing). No person is authorized to make, and by execution hereof SELLER and BUYER acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no agreement, statement, representation or promise made by any such person who is not contained herein shall be valid or binding on SELLER or BUYER.

- G. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto.
- H. Time of Essence. The Parties acknowledge that time is of the essence in this Agreement, notwithstanding anything to the contrary in the Escrow Company's general Escrow instructions.
- I. Remedies Not Exclusive and Waivers. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.
- J. Interpretation and Construction. The Parties agree that each Party has reviewed this Agreement and that each has had the opportunity to have their legal counsel review and revise this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or Exhibits thereto. In this Agreement the neutral gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust or association wherever the context so requires. The recitals and captions of the sections and subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- K. Counterparts. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.
- L. Partial Invalidity. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.
- M. Brokers. SELLER and BUYER each represent and warrant to one another that such party has not engaged any broker or finder with respect to this Agreement or the transactions contemplated herein. If SELLER is in fact represented in this sale, upon and only upon the Closing, SELLER shall be solely responsible to pay a commission or fees for its broker. BUYER is not responsible nor liable for any

claims, changes or commissions that may arise or be alleged to a broker or agent in connection with this Agreement or the purchases and sale of the Property whether or not Close of Escrow occurs. SELLER shall defend, indemnify and hold harmless BUYER from and against any and all liabilities, claims, demands, damages or costs of any kind (including attorneys' fees, costs and expenses) arising from or connected with any other broker's or finder's fee or commission or charge claimed to be due by SELLER's Broker or any arising from or by reason of SELLER's conduct with respect to this transaction. The provisions of this Section 16.M. shall survive Closing hereunder or termination of this Agreement.

- N. Attorneys' Fees. If either Party hereto incurs attorneys' fees in order to enforce, defend or interpret any of the terms, provisions or conditions of this Agreement or because of a breach of this Agreement by the other Party, the prevailing Party may be entitled to recover reasonable attorneys' fees from the other Party only if the prevailing Party has prevailed in a judgment by a court of competent jurisdiction.
17. ASSIGNMENT. BUYER may assign its rights under this Agreement or may designate a nominee to acquire the Property, provided, however, that any such assignment or designation shall not relieve BUYER of any of its obligations under this Agreement.
18. SIGNATURES. This Agreement will have no force or affect whatsoever unless and until it is signed by each of the duly authorized agents of the transacting Parties.

[Signature provisions on next page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement for

Purchase and Sale of Real Property on MAR 26 2019  
(date to be filled in by General Manager-Chief Engineer)

**SELLER:**

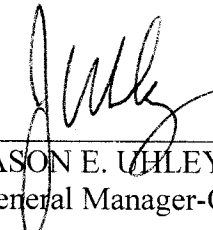
**DISCOVER INVESTMENTS, LLC**  
a limited liability company

Date: 11/31/19

By:   
TIMOTHY J. BALLARD, Manager

**BUYER:****RECOMMENDED FOR APPROVAL**

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT,**  
a body politic

By:   
JASON E. UHLEY  
General Manager-Chief Engineer

By: Karen S. Spiegel  
KAREN SPIEGEL, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

Date: 3-1-19

Date: MAR 26 2019

**APPROVED AS TO FORM:**

GREGORY P. PRIAMOS  
County Counsel

**ATTEST:**

KECIA HARPER ~~HEN~~  
Clerk of the Board

By: Thomas M. Goard  
THOMAS OH  
for Deputy County Counsel

By: Karen W. Giten, Deputy

Date: 3-12-19

Date: MAR 26 2019

APN 681-480-003 (portion)

Project: Palm Springs MDP Line 41, Stage 3 – East Palm Canyon Drive

Project No. 6-0-00160

RCFC Parcel Nos. 6160-12A, 6160-12B and 6160-12T

YK:rlp  
01/24/19

# **EXHIBIT “A”**

# RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

## EXHIBIT "A"

### LEGAL DESCRIPTION

Parcel No. 6160-12A

APN 681-480-003

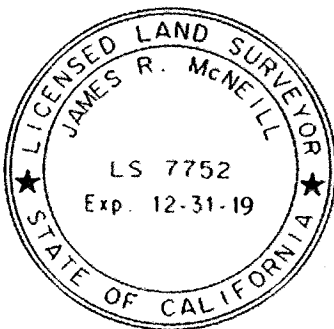
In the City of Palm Springs, County of Riverside, State of California, being that portion of Parcel "C" of Lot Line Adjustment No. 05-21, as described in grant deed recorded March 2, 2006 as Instrument No. 2006-0151995 of official records of said county and shown on Record of Survey filed in book 130, pages 70 through 73, inclusive, records of said county, described as follows:

The southwesterly 32.00 feet of the northeasterly 42.00 feet of said Parcel "C" lying northwesterly of the northwesterly line of Parcel 6160-9A as described in grant deed recorded November 19, 1991 as Instrument No. 401669 of official records of said county.

Containing 25,095 square feet/0.576 acre.

The distances shown herein are in grid. Ground distances may be obtained by dividing the grid distance by a combination factor of 0.999973982.

See exhibit "B" attached hereto and made a part hereof.



JAMES R. McNEILL

Land Surveyor No. 7752

Date: 5-1-18



# RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

## EXHIBIT "A"

### LEGAL DESCRIPTION

**Parcel No. 6160-12B**

APN 681-480-003

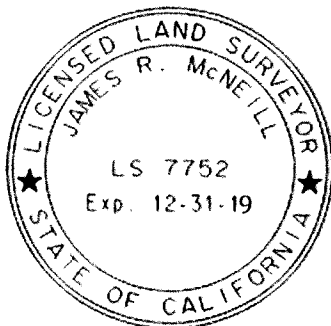
In the City of Palm Springs, County of Riverside, State of California, being that portion of Parcel "C" of Lot Line Adjustment No. 05-21, as described in grant deed recorded March 2, 2006 as Instrument No. 2006-0151995 of official records of said county, and shown on Record of Survey filed in book 130, pages 70 through 73, inclusive, records of said county, described as follows:

The northeasterly 10.00 feet of said Parcel "C" lying northwesterly of the northwesterly line of Parcel 6160-9A as described in grant deed recorded November 19, 1991 as Instrument No. 401669 of official records of said county.

Containing 7,878 square feet/0.181 acre.

The distances shown herein are in grid. Ground distances may be obtained by dividing the grid distance by a combination factor of 0.999973982.

See Exhibit "B" attached hereto and made a part hereof.



JAMES R. McNEILL

Land Surveyor No. 7752

Date: 5-1-18

# RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

## EXHIBIT "A"

### LEGAL DESCRIPTION

**Parcel No. 6160-12T**

APN 681-480-003

In the City of Palm Springs, County of Riverside, State of California, being that portion of Parcel "C" of Lot Line Adjustment No. 05-21, as described in grant deed recorded March 2, 2006 as Instrument No. 2006-0151995 of official records of said county, and shown on Record of Survey filed in book 130, pages 70 through 73, inclusive, records of said county, described as follows:

The southwesterly 20.00 feet of the northeasterly 62.00 feet of said Parcel "C" lying northwesterly of the northwesterly line of Parcel 6160-9A as described in grant deed recorded November 19, 1991 as Instrument No. 401669 of official records of said county.

Containing 15,595 square feet/0.358 acre.

The distances shown herein are in grid. Ground distances may be obtained by dividing the grid distance by a combination factor of 0.999973982.

See Exhibit "B" attached hereto and made a part hereof.



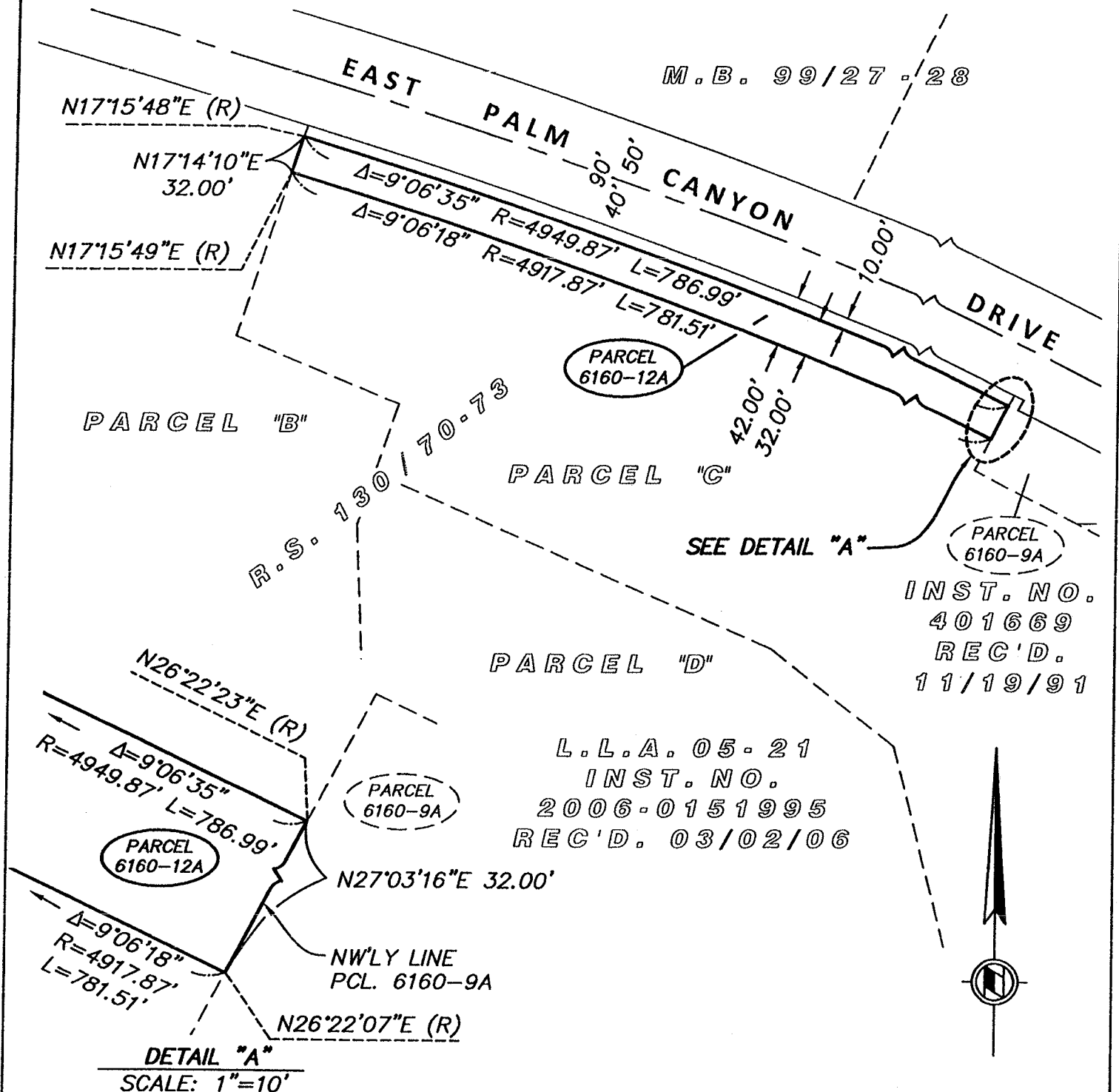
JAMES R. McNEILL

Land Surveyor No. 7752

Date: 5-1-18

# **EXHIBIT “B”**

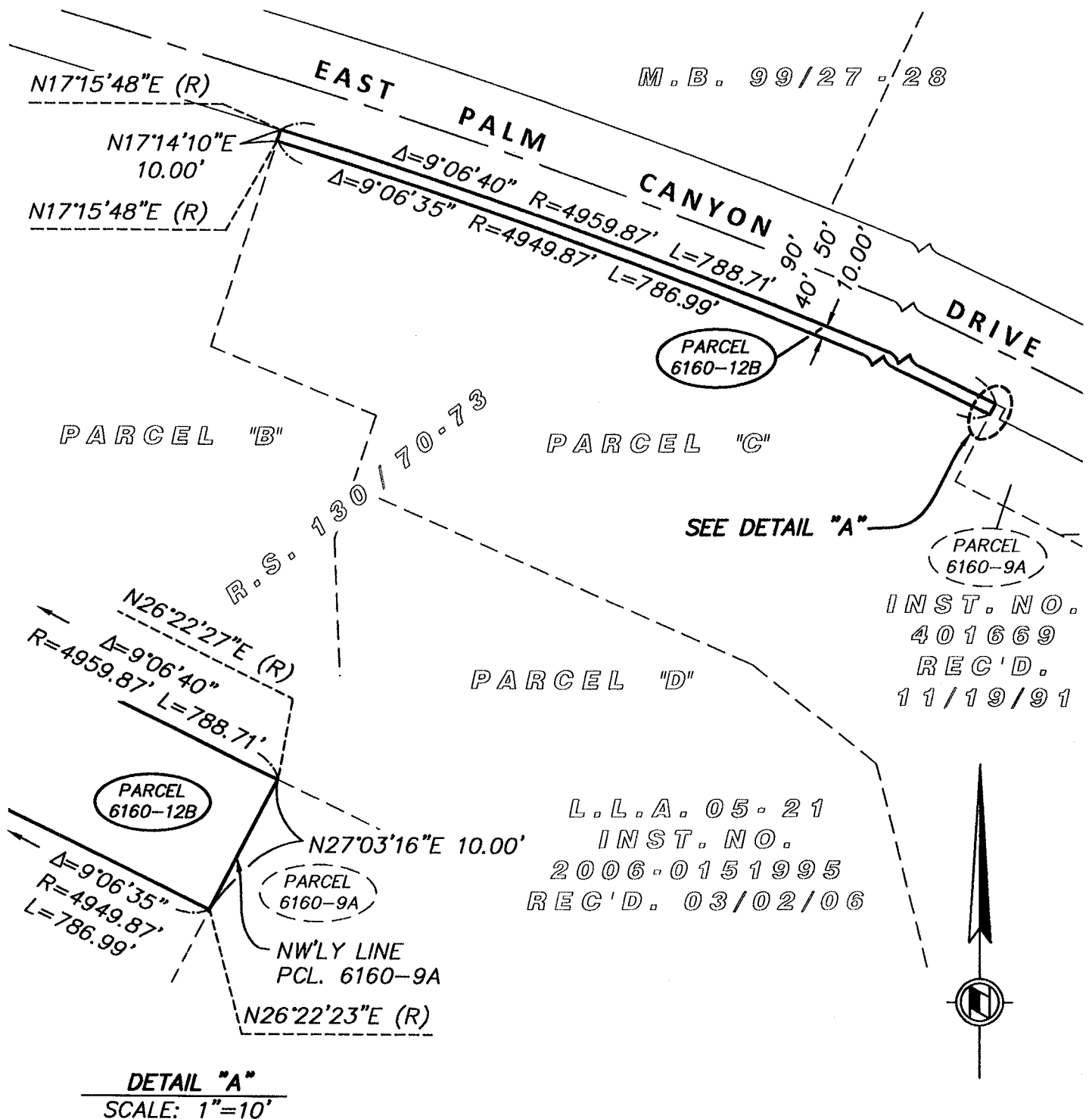
# EXHIBIT "B"



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

PROJECT NAME:	<b>PALM SPRINGS LINE 41, STAGE 3</b>	SCALE 1"=120'	DRAWN BY KLW
RCFC-WCD PARCEL NUMBER(S):	<b>PARCEL 6160-12A</b>	DATE 03/28/18	CHECKED BY SL
RCFC-WCD PROJECT NUMBER:	<b>6-0-00160</b>	SHEET NO. 1 OF 1	

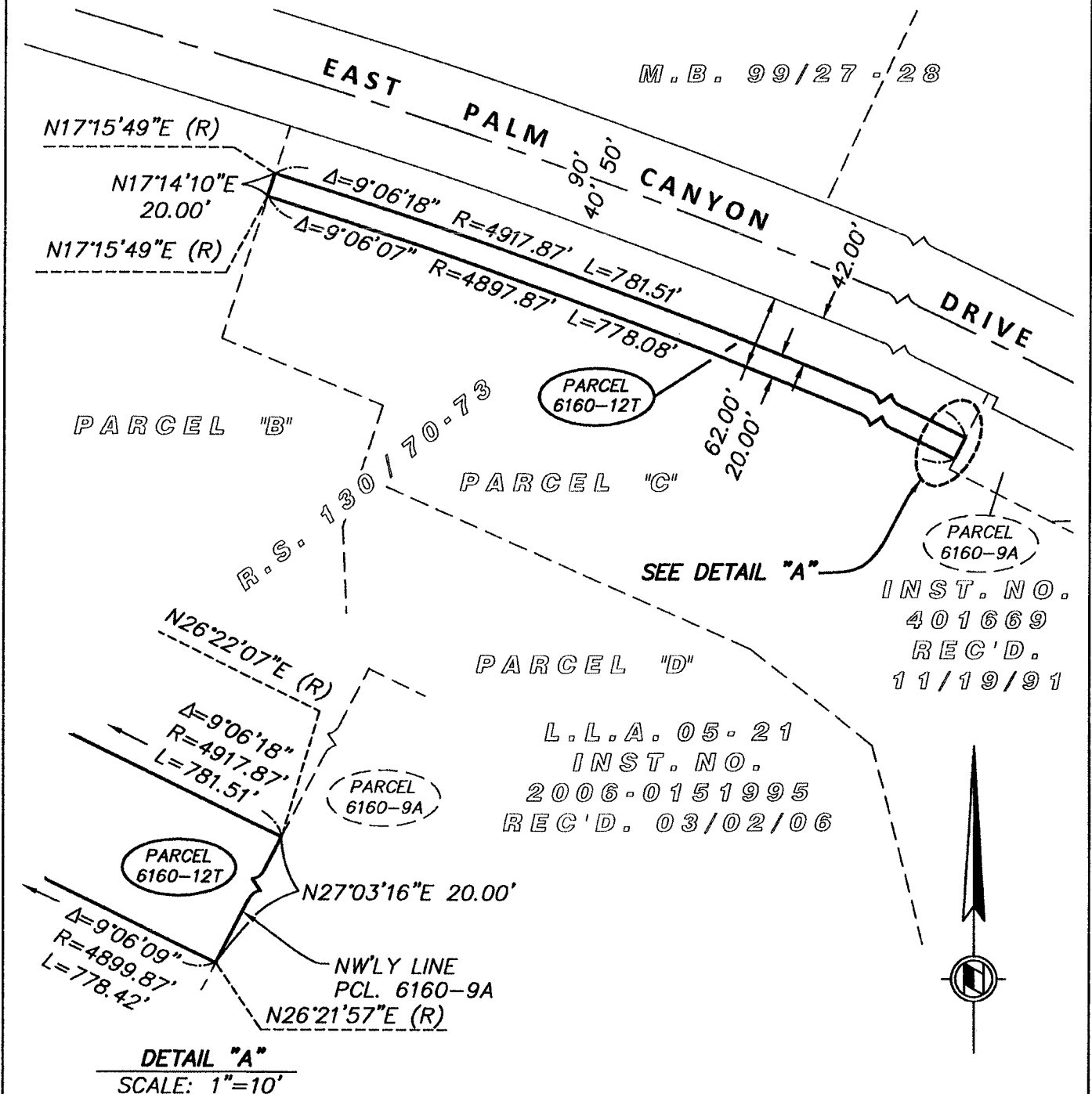
# EXHIBIT "B"



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

PROJECT NAME:		PALM SPRINGS LINE 41, STAGE 3	SCALE	1"=120'	DRAWN BY	KLW
RCFC-WCD PARCEL NUMBER(S):		PARCEL 6160-12B	DATE	03/28/18	CHECKED BY	SL
RCFC-WCD PROJECT NUMBER:		6-0-00160	SHEET NO.			
			1 OF 1			

# EXHIBIT "B"



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

PROJECT NAME:	<b>PALM SPRINGS LINE 41, STAGE 3</b>	SCALE 1"=120'	DRAWN BY KLW
RCFC-WCD PARCEL NUMBER(S):	<b>PARCEL 6160-12T</b>	DATE 03/28/18	CHECKED BY SL
RCFC-WCD PROJECT NUMBER:	<b>6-0-00160</b>	SHEET NO. 1 OF 1	

# **EXHIBIT “C”**

Recorded at request of, and return to:  
 Riverside County Flood Control  
 and Water Conservation District  
 1995 Market Street  
 Riverside, California 92501

NO FEE (GOV. CODE 6103)

Project: Palm Springs MDP Line 41, Stage 3-  
 East Palm Canyon Drive  
 Project No. 6-0-00160  
 APN 681-480-003 (portion)

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
 the undersigned grantor(s) declare(s)  
 DOCUMENTARY TRANSFER TAX \$NONE

RCFC Parcel No. 6160-12A

## EASEMENT DEED

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **DISCOVER INVESTMENTS, LLC**, a Delaware limited liability company, hereby grants to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a body politic, and its successors and assigns, a permanent easement in, under, upon, over, along, and across that certain real property ("Property") situated in the city of Palm Springs, County of Riverside, State of California, as more specifically described in Exhibit "A" and shown on Exhibit "B", both of which are attached hereto and made a part hereof, for the construction, reconstruction, alteration, maintenance, operation, inspection, repair, relocation, renewal, and removal of flood control facilities, together with all necessary appurtenances thereto, including the right of pedestrian and/or vehicular ingress and egress upon, over, under, along, and across the Property for the purpose of exercising the rights herein granted.

**DISCOVER INVESTMENTS, LLC**,  
 a Delaware limited liability company

Date: \_\_\_\_\_

By: \_\_\_\_\_  
 TIMOTHY J. BALLARD, Manager

(Notary Attached)



# RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

## EXHIBIT "A"

### LEGAL DESCRIPTION

Parcel No. 6160-12A

APN 681-480-003

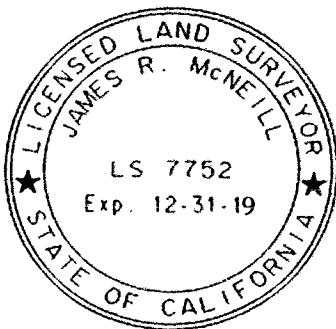
In the City of Palm Springs, County of Riverside, State of California, being that portion of Parcel "C" of Lot Line Adjustment No. 05-21, as described in grant deed recorded March 2, 2006 as Instrument No. 2006-0151995 of official records of said county and shown on Record of Survey filed in book 130, pages 70 through 73, inclusive, records of said county, described as follows:

The southwesterly 32.00 feet of the northeasterly 42.00 feet of said Parcel "C" lying northwesterly of the northwesterly line of Parcel 6160-9A as described in grant deed recorded November 19, 1991 as Instrument No. 401669 of official records of said county.

Containing 25,095 square feet/0.576 acre.

The distances shown herein are in grid. Ground distances may be obtained by dividing the grid distance by a combination factor of 0.999973982.

See exhibit "B" attached hereto and made a part hereof.

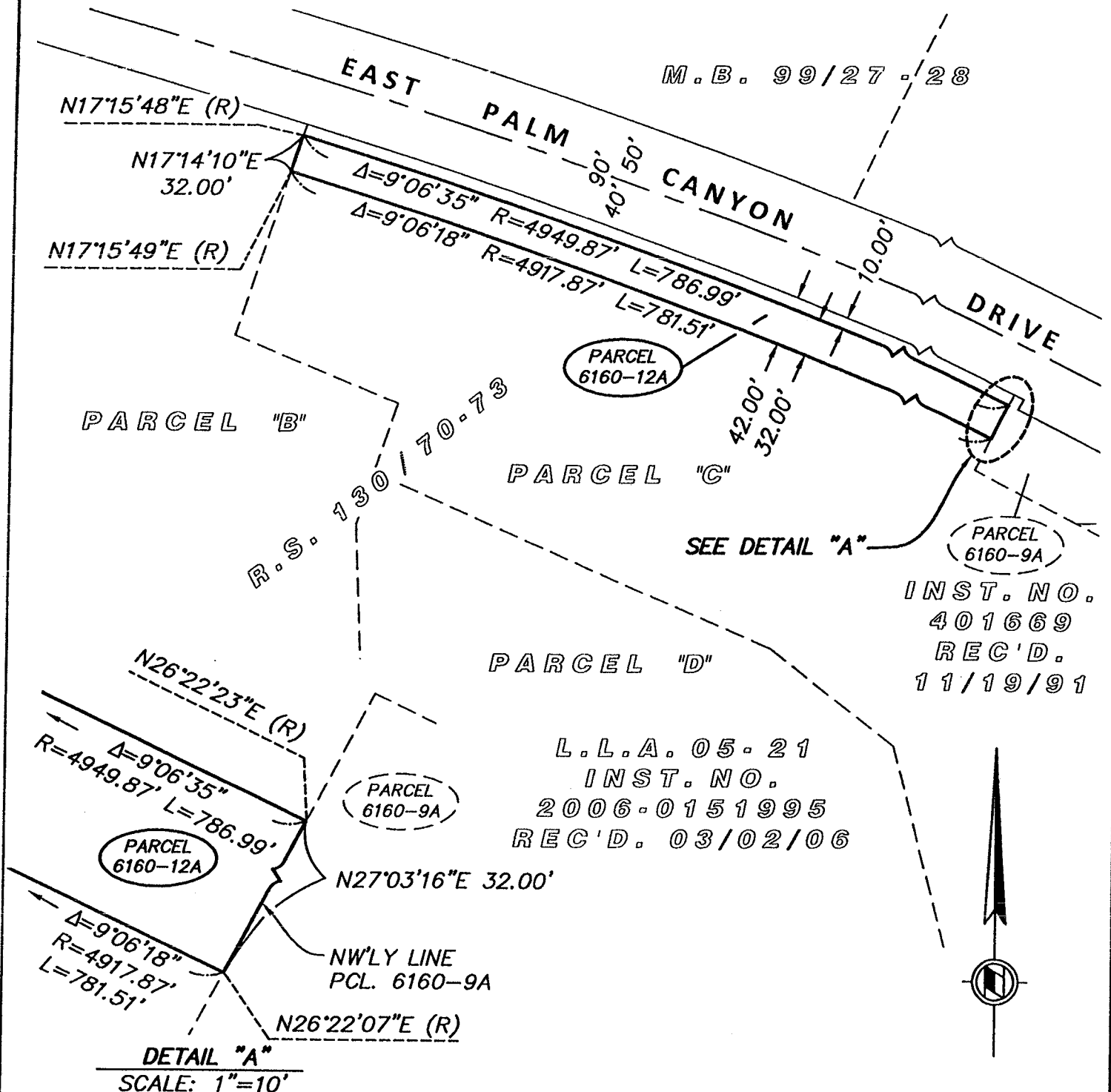


  
JAMES R. McNEILL

Land Surveyor No. 7752

Date: 5-1-18

# EXHIBIT "B"



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

PROJECT NAME:	<b>PALM SPRINGS LINE 41, STAGE 3</b>	SCALE	1"=120'	DRAWN BY	KLW
RCFC-WCD PARCEL NUMBER(S):	<b>PARCEL 6160-12A</b>	DATE	03/28/18	CHECKED BY	SL
RCFC-WCD PROJECT NUMBER:	<b>6-0-00160</b>	SHEET NO.	1 OF 1		

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Easement Deed, dated \_\_\_\_\_, 2019, from DISCOVER INVESTMENTS, LLC, a Delaware limited liability company, ("Grantor") to the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, ("District" or "Grantee") is hereby accepted by the undersigned officer on behalf of the District pursuant to authority conferred by Resolution No. 474 of the Board of Supervisors of said District adopted on May 12, 1961, and the Grantee consents to the recordation thereof by its duly authorized officer.

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
JASON E. UHLEY  
General Manager-Chief Engineer

Project: Palm Springs MDP Line 41, Stage 3 - East Palm Canyon Drive  
Project No. 6-0-00160  
APN 681-480-003  
RCFC Parcel No. 6160-12A

Recorded at request of, and return to:  
 Riverside County Flood Control  
 and Water Conservation District  
 1995 Market Street  
 Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project: Palm Springs MDP Line 41, Stage 3 –  
 East Palm Canyon Drive  
 Project No. 6-0-00160-03  
 APN 681-480-003 (portion)

the undersigned grantor(s) declare(s)  
 DOCUMENTARY TRANSFER TAX \$NONE

RCFC Parcel No. 6160-12B

## EASEMENT DEED

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **DISCOVER INVESTMENTS, LLC**, a Delaware limited liability company, hereby grants to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a body politic, and its successors and assigns, a permanent easement in, under, upon, over, along, and across that certain real property ("Property") situated in the city of Palm Springs, County of Riverside, State of California, as more specifically described in Exhibit "A" and shown on Exhibit "B", both of which are attached hereto and made a part hereof, for the construction, reconstruction, alteration, maintenance, operation, inspection, repair, relocation, renewal, and removal of flood control facilities, together with all necessary appurtenances thereto, including the right of pedestrian and/or vehicular ingress and egress upon, over, under, along, and across the Property for the purpose of exercising the rights herein granted.

**DISCOVER INVESTMENTS, LLC,**  
**a Delaware limited liability company**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
 TIMOTHY J. BALLARD, Manager

(Notary Attached)

# RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

## EXHIBIT "A"

### LEGAL DESCRIPTION

**Parcel No. 6160-12B**

APN 681-480-003

In the City of Palm Springs, County of Riverside, State of California, being that portion of Parcel "C" of Lot Line Adjustment No. 05-21, as described in grant deed recorded March 2, 2006 as Instrument No. 2006-0151995 of official records of said county, and shown on Record of Survey filed in book 130, pages 70 through 73, inclusive, records of said county, described as follows:

The northeasterly 10.00 feet of said Parcel "C" lying northwesterly of the northwesterly line of Parcel 6160-9A as described in grant deed recorded November 19, 1991 as Instrument No. 401669 of official records of said county.

Containing 7,878 square feet/0.181 acre.

The distances shown herein are in grid. Ground distances may be obtained by dividing the grid distance by a combination factor of 0.999973982.

See Exhibit "B" attached hereto and made a part hereof.

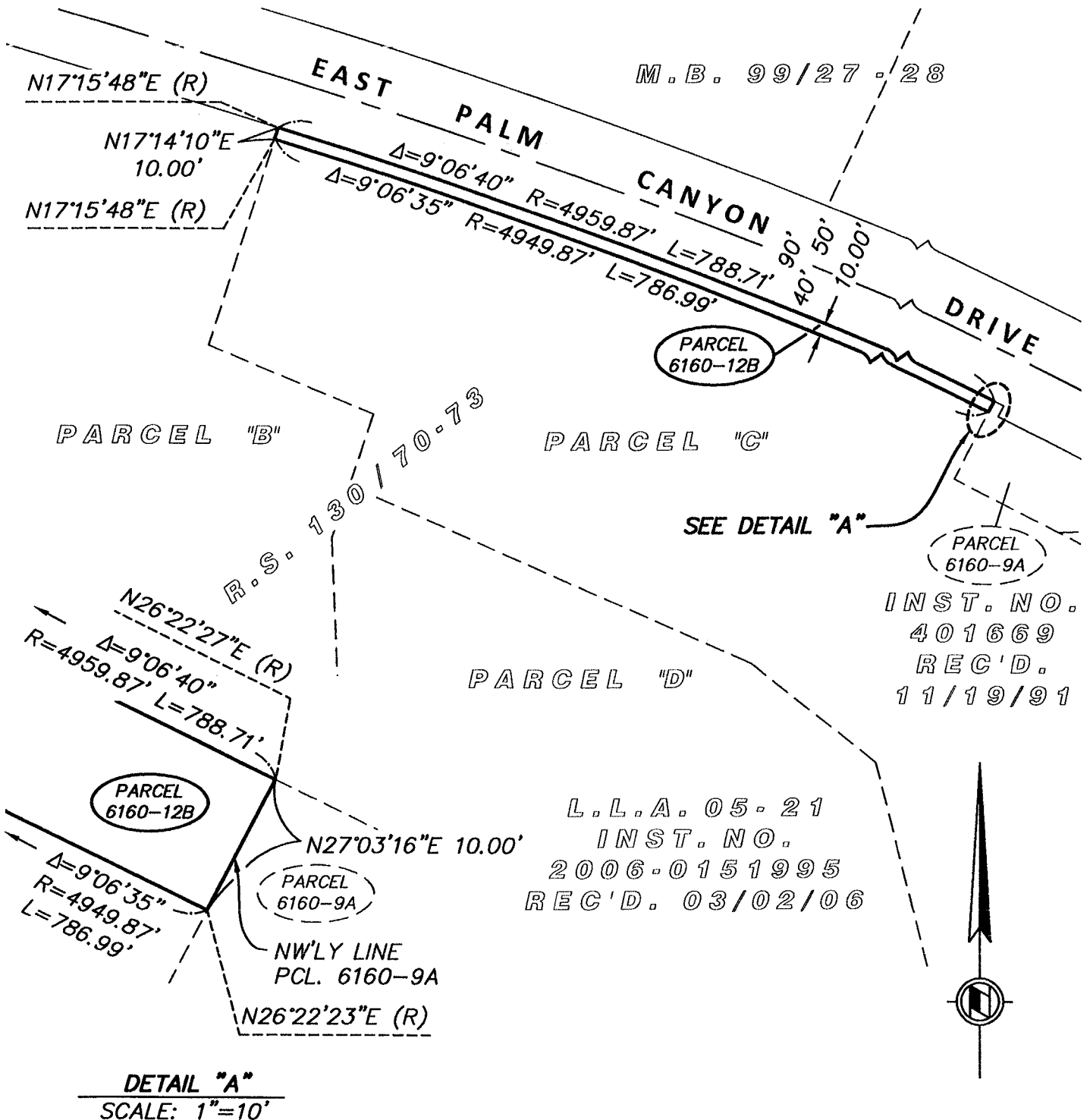


JAMES R. McNEILL

Land Surveyor No. 7752

Date: 5-1-18

# EXHIBIT "B"



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

PROJECT NAME:	<b>PALM SPRINGS LINE 41, STAGE 3</b>	SCALE 1"=120'	DRAWN BY KLW
RCFC-WCD PARCEL NUMBER(S):	<b>PARCEL 6160-12B</b>	DATE 03/28/18	CHECKED BY SL
RCFC-WCD PROJECT NUMBER:	<b>6-0-00160</b>	SHEET NO. 1 OF 1	

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Easement Deed, dated \_\_\_\_\_, 2019, from DISCOVER INVESTMENTS, LLC, a Delaware limited liability company, ("Grantor") to the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, ("District" or "Grantee") is hereby accepted by the undersigned officer on behalf of the District pursuant to authority conferred by Resolution No. 474 of the Board of Supervisors of said District adopted on May 12, 1961, and the Grantee consents to the recordation thereof by its duly authorized officer.

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

Date: \_\_\_\_\_

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

JASON E. UHLEY

General Manager-Chief Engineer

# **EXHIBIT “D”**



All that certain real property situated in the County of Riverside, State of California, described as follows:

RCFC Parcel No. 6160-9A

Being a portion of Lot 22 as shown on map of Palm Valley Colony Lands, Map Book 14, Page 652, Records of San Diego County, California, located in the City of Palm Springs, Riverside County, California, described as follows:

Beginning at the Southeast corner of Lot 22, as shown on said map;

Thence South 88° 22' 25" West along the Southerly line of said lot, a distance of 113.67 feet;

Thence North 62° 57' 46" West, a distance of 95.21 feet;

Thence North 27° 02' 14" East, a distance of 71.65 feet, to the Southwesterly right of way of State Highway 111, said point being on a non-tangent curve concave to the Southwest having a radius of 4960.00 feet, to which a radial bears North 26° 21' 23" East;

Thence Southeasterly along the arc of said curve, a distance of 8.53 feet, through a central angle of 00° 05' 55";

Thence South 26° 27' 18" West, a distance of 10.00 feet along the Southwesterly right of way of State Highway 111, as described in Instrument No. 16436 recorded February 7, 1973, in the office of the County Recorder, Riverside County, California, said point being on a non-tangent curve concave to the Southwest having a radius of 4950.00 feet, to which a radial bears North 26° 27' 18" East;

Thence Southeasterly along said Southwesterly right of way, an arc distance of 50.32 feet, through a central angle of 00° 34' 57" to the point of tangency;

Thence South 62° 57' 46" East along said Southwesterly right of way, a distance of 132.24 feet, to the Easterly line of said lot;

Then South 00° 22' 15" West along said Easterly line, a distance of 8.37 feet, to the Point of Beginning.

RCFC Parcel No. 6160-9B

Being a portion of Lot 27 as shown on map of Palm Valley Colony Lands, Map Book 14, Page 652, Records of San Diego County, California, located in the City of Palm Springs, Riverside County, California, described as follows:

Beginning at the Northeast corner of Lot 27, as shown on said map;

Thence South 00° 22' 15" West along the Easterly line of said lot, a distance of 61.01 feet;

Thence North 62° 57' 46" West, a distance of 127.12 feet, to the Northerly line of said lot;

Thence North 88° 22' 25" East along said Northerly line, a distance of 113.67 feet, to the Point of Beginning.

APN 681-290-042

# **EXHIBIT "E"**



# **EXHIBIT “F”**

Recorded at request of, and return to:  
 Riverside County Flood Control and  
 Water Conservation District  
 1995 Market Street  
 Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project: Palm Springs MDP Line 41, Stage 3 -  
 East Palm Canyon Drive  
 Project No: 6-0-00160-03  
 Assessor's Parcel Number: 681-290-042

The undersigned grantor(s) declare(s)  
 DOCUMENTARY TRANSFER TAX \$ NONE

RCFC Parcel Nos. 6160-9A and 6160-9B

## GRANT DEED

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a body politic, the "Grantor", grants to **DISCOVER INVESTMENTS, LLC**, a Delaware limited liability company, the "Grantee", subject to the terms and conditions set forth below, the real property ("Property"), identified as Assessor's Parcel Number 681-290-042 and referenced as RCFC Parcel Numbers 6160-9A and 6160-9B, situated in the County of Riverside, State of California, more specifically described in Exhibit "A" which is attached hereto and made a part hereof.

The Property is conveyed to Grantee reserving unto and for the Grantor, and its successors and assigns, a permanent easement in, under, upon, over, along, and across the Property for the construction, reconstruction, alteration, maintenance, operation, inspection, repair, relocation, renewal, and removal of flood control facilities, together with all necessary appurtenances thereto, including the right of pedestrian and/or vehicular ingress and egress upon, over, under, along, and across the Property for the purpose of exercising the rights herein granted.

RIVERSIDE COUNTY FLOOD CONTROL  
 AND WATER CONSERVATION DISTRICT:

Date \_\_\_\_\_

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

KAREN SPIEGEL, Chairman  
 Board of Supervisors of Riverside County  
 Flood Control and Water Conservation District

ATTEST:

KECIA HARPER-IHEM  
 Clerk of the Board of Supervisors

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

## Exhibit "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

RCFC Parcel No. 6160-9A

Being a portion of Lot 22 as shown on map of Palm Valley Colony Lands, Map Book 14, Page 652, Records of San Diego County, California, located in the City of Palm Springs, Riverside County, California, described as follows:

Beginning at the Southeast corner of Lot 22, as shown on said map;

Thence South  $88^{\circ} 22' 25''$  West along the Southerly line of said lot, a distance of 113.67 feet;

Thence North  $62^{\circ} 57' 46''$  West, a distance of 95.21 feet;

Thence North  $27^{\circ} 02' 14''$  East, a distance of 71.65 feet, to the Southwesterly right of way of State Highway 111, said point being on a non-tangent curve concave to the Southwest having a radius of 4960.00 feet, to which a radial bears North  $26^{\circ} 21' 23''$  East;

Thence Southeasterly along the arc of said curve, a distance of 8.53 feet, through a central angle of  $00^{\circ} 05' 55''$ ;

Thence South  $26^{\circ} 27' 18''$  West, a distance of 10.00 feet along the Southwesterly right of way of State Highway 111, as described in Instrument No. 16436 recorded February 7, 1973, in the office of the County Recorder, Riverside County, California, said point being on a non-tangent curve concave to the Southwest having a radius of 4950.00 feet, to which a radial bears North  $26^{\circ} 27' 18''$  East;

Thence Southeasterly along said Southwesterly right of way, an arc distance of 50.32 feet, through a central angle of  $00^{\circ} 34' 57''$  to the point of tangency;

Thence South  $62^{\circ} 57' 46''$  East along said Southwesterly right of way, a distance of 132.24 feet, to the Easterly line of said lot;

Then South  $00^{\circ} 22' 15''$  West along said Easterly line, a distance of 8.37 feet, to the Point of Beginning.

RCFC Parcel No. 6160-9B

Being a portion of Lot 27 as shown on map of Palm Valley Colony Lands, Map Book 14, Page 652, Records of San Diego County, California, located in the City of Palm Springs, Riverside County, California, described as follows:

Beginning at the Northeast corner of Lot 27, as shown on said map;

Thence South  $00^{\circ} 22' 15''$  West along the Easterly line of said lot, a distance of 61.01 feet;

Thence North  $62^{\circ} 57' 46''$  West, a distance of 127.12 feet, to the Northerly line of said lot;

Thence North  $88^{\circ} 22' 25''$  East along said Northerly line, a distance of 113.67 feet, to the Point of Beginning.

APN 681-290-042

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)

)ss

COUNTY OF RIVERSIDE)

On \_\_\_\_\_, 2019, before me, \_\_\_\_\_, Board Assistant, personally appeared **Karen Spiegel**, Chairman of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District, State of California, who provided to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the 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

KECIA HARPER-IHEM

Clerk of the Board of Supervisors

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

(Seal)