

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



ITEM: 11.2
(ID # 13441)

MEETING DATE:

Tuesday, September 22, 2020

FROM: FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Adopt Resolution No. F2020-19, Authorization to Purchase Real Property Located in the City of Palm Springs, County of Riverside, State of California, Palm Canyon Wash, Stage 93 Emergency Levee Restoration Project, Project No. 6-0-00040-93, APNs 510-160-012 and 510-160-014, CEQA Nothing Further is Required, District 4. [\$150,397 - District Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the acquisition easement interests by the Riverside County Flood Control and Water Conservation District (District) is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15269(a), (b) and (c) of the State CEQA Guidelines and nothing further is required pursuant to CEQA because the Board of Supervisors (Board) found that the Palm Canyon Wash, Stage 93 Emergency Levee Restoration Project is exempt from CEQA on May 19, 2020;
2. Adopt Resolution No. F2020-19, Authorization to Purchase Real Property Located in the City of Palm Springs, County of Riverside, State of California, Palm Canyon Wash, Stage 93 Emergency Levee Restoration Project, Project No. 6-0-00040-93, APNs 510-160-012 and 510-160-014;
3. Approve the attached Agreement for Purchase and Sale of Easement Interests (Agreement) between the District and Palm Canyon Farms, LLC, and authorize the Chairwoman of the District's Board to execute the Agreement on behalf of the District; and
4. Authorize the General-Manager-Chief Engineer or his designee to execute any other related documents and administer all actions necessary to complete this transaction.

ACTION: Policy

Jason Urley, GENERAL MGR-CHF FLD CNTRL ENG 9/10/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel 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: September 22, 2020
xc: Flood

Kecia R. Harper
Clerk of the Board

By:
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$150,397	\$0	\$150,397	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: District Funds -100% 540040-25160-947500			Budget Adjustment: No	
			For Fiscal Year: 20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Palm Canyon Wash, Stage 93 Emergency Levee Restoration Project (Project) will restore and improve the reach of the existing Palm Canyon Wash levee along Palm Canyon Wash from the corner of Murray Canyon Drive and Toledo Avenue downstream to the wash crossing at Palm Canyon Drive, which has been damaged in various floods. The levee was originally constructed in the early 1950s and was subsequently improved following a levee breach in the 1980 by the US Army Corp of Engineers.

The Project will repair and restore damaged levee sections resulting from the attack of concentrated flows at the existing levee face. Critical sections of the levee will be restored to ensure continued flood protection to adjacent communities during future storm events. Included is additional scour protection to restore the original design intent by deepening levee panels or providing extensions in areas deemed insufficient. Analysis has been performed to determine property rights to be acquired. District staff obtained an independent appraiser for the property interests needed for the Project, including the easement interest required for work on the Property (as defined below). A Purchase and Sale Agreement has been negotiated with the property owner, Palm Canyon Farms, LLC, for the purchase of a temporary easement interest, referred to as RCFC Parcel No. 6040-5C, for a period of seven (7) years and a permanent easement interest, referred to as RCFC Parcel No. 6040-5B both located on APN's 510-160-012 and 510-160-014, (Site) at the fair market value of \$125,000, plus \$10,397 in property owner's attorney's fees and costs associated with the Agreement.

Environmental Findings

On May 19, 2020 (Agenda Item 11.4, MT#12418), the Board of Supervisors for the District found that the Palm Canyon Wash, Stage 93 Emergency Levee Restoration Project was exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15269(a), (b) and (c) of the State CEQA Guidelines. In accordance with CEQA, a Notice of Exemption has been prepared by the District and filed by the Clerk of the Board upon approval of the Project. Nothing further is required under CEQA.

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Prev. Agn. Ref.: MT#12418 11.4 of 05/19/20

Impact on Residents and Businesses

The Site is currently a wash that conveys ephemeral runoff from the Palm Canyon drainage in Riverside County, California. Levees along both sides of the wash constrain runoff within the wash and prevent flooding of adjacent areas. This proposed Project will protect the community, property and the watershed from damage or destruction from flood and stormwater. The health and safety concerns are prompting the District to restore the Palm Canyon Wash levee.

**SUPPLEMENTAL:
Additional Fiscal Information**


RCFC Parcel Numbers 6040-5B and 6040-5C	
Easement Interests	\$125,000
Escrow/Title Fees	\$5,000
Property Owner's Attorney's Fees and Costs	\$10,397
Staff Time	\$10,000
Actual Cost	\$150,397

ATTACHMENTS:

1. Agreement for Purchase and Sale of Easement Interests
2. Resolution No. F2020-19

P8\231315
YK:rlp


Jason Farin, Principal Management Analyst 9/16/2020


Gregory H. Priamos, Director County Counsel 9/14/2020

Project: Palm Canyon Wash Levee Restoration Project
 Project No. 6-0-00040-93
 APNs 510-160-012 and 510-160-014
 RCFC Parcel No. 6040-5B and 6040-5C

AGREEMENT FOR PURCHASE AND SALE OF EASEMENT INTERESTS

This AGREEMENT FOR PURCHASE AND SALE OF EASEMENT INTERESTS ("Agreement") is entered into this 22 day of September, 2020 ("Effective Date") by and between the **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a body politic, (hereinafter called "DISTRICT" or "BUYER") and **PALM CANYON FARMS LLC**, a California limited liability company, (hereinafter called "SELLER") for acquisition by BUYER from SELLER of easement interests for the DISTRICT's Palm Canyon Wash Levee Restoration Project (hereinafter called "PROJECT"). BUYER and SELLER may be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

- A. SELLER is the owner of certain real property located north of South Araby Drive and south of East Palm Canyon Drive (Hwy 111) in the city of Palm Springs, County of Riverside, State of California, consisting of approximately ± 11.24 acres of land, with Assessor's Parcel Numbers 510-160-012 and 510-160-014, being vacant land ("SELLER's PROPERTY").
- B. SELLER desires to sell and BUYER desires to purchase easement interests of the SELLER's 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 within a portion of the SELLER's PROPERTY.
- A. An easement interest, hereinafter referred to as RCFC Parcel No. 6040-5C, for a period of seven (7) years commencing on the date the Easement Deed is signed by SELLER. Said land consists of approximately 296,769 square feet (± 6.81 AC) as legally described and depicted in Exhibit "A", which is attached hereto and incorporated herein by reference and highlighted in purple in Exhibit "D" attached hereto and incorporated herein by reference.
- B. A permanent easement interest, hereinafter referred to as RCFC Parcel No. 6040-5B. Said land consists of approximately 192,924 square feet (± 4.43 AC) as legally described and depicted in Exhibit "B", which is attached hereto and incorporated herein by reference and highlighted in green in the Exhibit "D" attached hereto.

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

The respective land affected by the above-listed interests in real property ("Easement Area") is also legally described and depicted in the certain Easement Deed attached hereto as Exhibit "C" and incorporated by reference herein ("Easement Deed").

2. PURCHASE PRICE. The total purchase price that BUYER will provide to SELLER for the Easement Property in accordance with the Easement Deed is ONE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00) ("Purchase Price"). All payments specified in this section shall be made in legal tender, as such that the Escrow Holder can disburse proceeds to SELLER at the close of escrow.
3. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER or its authorized agents, permission to enter upon the SELLER's PROPERTY at all reasonable times prior to close of this transaction for the sole purpose of conducting due diligence, including making necessary or appropriate inspections on the Easement Area. BUYER will give SELLER at least two (2) business days written or oral notice before going on the SELLER's 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 are in any way connected with BUYER's inspections or non-permanent improvements involving entrance onto the SELLER's PROPERTY pursuant to this Section 3. BUYER shall not store any personal property, facilities, tools and equipment on portions of the SELLER's PROPERTY that are not on the Easement Area. If BUYER fails to acquire the easement rights for the Easement Area due to BUYER's default, this license will terminate upon the termination of BUYER's right to purchase easement rights in the Easement Area. In such event, BUYER will remove or cause to be removed all of BUYER's personal property, facilities, tools and equipment from the Easement Area. If BUYER does not remove all of BUYER's personal property, facilities, tools and equipment from the Easement Area 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 Easement Area. In the event BUYER fails to remove BUYER's personal property, facilities, tools and equipment from the Easement Area after entering the SELLER's 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. ESCROW. The Parties will establish an escrow ("Escrow") at Commonwealth Land Title Company ("Escrow Holder") 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 Deed is recorded in the Official Records of the County of Riverside. 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 Easement Property as follows: (a) deduct or credit all items chargeable to the account of SELLER and/or BUYER pursuant to Section 10; (b) disburse the balance of the Purchase Price to SELLER; and (c) disburse any excess proceeds deposited by BUYER to BUYER.
 - B. Recording. Cause the Easement Deed in favor of BUYER 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 Commonwealth Land Title Company to issue Title Policy for the easements related to the Easement 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.
5. TITLE AND TITLE INSURANCE. Upon the Opening of Escrow, the "Escrow Holder shall obtain and issue a title commitment for easement and easement interests identified in the Easement Deed. 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 \$87,200 ("Title Policy"). The Title Policy provided for pursuant to this Section 5 will insure BUYER's interest in the Easement 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 Easement 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 Easement 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 interests in the SELLER's 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.
6. POSSESSION OF PROPERTY. It is mutually understood and agreed by and between the Parties hereto that the right of possession and use of the Easement Area by BUYER, including the right to remove and dispose of improvements, shall commence upon the Closing (as defined in Section 11).
7. 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 Easement 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 Easement Area by improvements on any adjoining property, nor do any buildings or improvements on the Easement Area encroach onto other properties.
 - C. Until the Close of Escrow, SELLER shall maintain the Easement Area in good condition and state of repair and maintenance.
 - D. SELLER has good and marketable title to the Easement Area. SELLER has no actual knowledge of any unrecorded or undisclosed legal or equitable interest in the Easement Area owned or claimed by anyone other than SELLER. SELLER has no knowledge that anyone will, at the Closing (as defined in Section 11), have any right to possession of the Easement Area, except as disclosed by this Agreement or otherwise in writing to BUYER. There are no unsatisfied mechanics' or materialmen's lien rights on the Easement Area. No assessment lien or bond encumbers the SELLER's PROPERTY and no governmental authority has undertaken any action that could give rise to an assessment lien affecting the Easement Area and shall not do anything that would impair

SELLER's title to any of the Easement Area.

- 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 Easement Area 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 7 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 Easement Area or transport any "Hazardous Materials" to or from the Easement Area 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 Easement Area 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 Article 11 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 Easement Area, 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 Easement Area 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. 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 Close of Escrow 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 Easement Area 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.

8. WARRANTIES AND REPRESENTATIONS OF BUYER. BUYER hereby represents and warrants to SELLER the following, it being expressly understood and agreed that all such representations and warranties are to be true and correct as of the Close of Escrow and shall survive the Close of Escrow:

- A. BUYER has taken all required actions to permit it to execute, deliver and perform its obligations under this Agreement.
- B. BUYER has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder, which are or at the Closing date will be legal, valid and binding obligations of BUYER and can consummate the transaction contemplated herein.

9. 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 by execution and delivery with Escrow Holder a duly executed and acknowledged Easement Deed 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 Easement Area must be substantially the same at 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 transfer the rights identified in the Easement Deed for the Easement Property is expressly conditioned on the fulfillment of each of the following condition at or before the Closing:
 - 1) BUYER must have delivered the Purchase Price in the form described in Section 2 herein to Escrow.
 - 2) 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 as identified in this Section 9 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.

10. 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 SELLER's broker representation, including commission, if applicable; and
 - 2) All costs associated with SELLER's attorneys' fees.
 - B. BUYER shall pay or be charged:
 - 1) All of Escrow fees and costs;
 - 2) Cost of the CLTA Standard coverage policy;
 - 3) Cost of Natural Hazard Disclosure Statement;

- 4) Cost of recording the Easement Deed, if any;
- 5) Attorneys' fees associated with this Agreement and Easement Deed;
- 6) All costs associated with broker or attorney representation; and
- 7) Prorations, if any.

The total, combined sum paid by BUYER under Sections 10(B)(5) and 10(B)(6) shall not exceed Ten Thousand Three Hundred Ninety Seven Dollars (\$10,397.00), and BUYER shall not be responsible for payment of any other attorneys' fees associated with this Agreement and the Easement Deed or any other costs associated with broker or attorney representation beyond said not-to-exceed amount.

C. Prorations. All receipts and disbursements of the Easement Property will be prorated as of 11:59 p.m. on the day immediately preceding the Closing date and the Purchase Price 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 Easement Area of the sale of certain rights related to the Easement Area 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.
- 3) Method of Proration. 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 10 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.

11. 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.
12. INDEMNITY. BUYER agrees to indemnify, defend and hold SELLER 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 BUYER's representation, warranties or covenants provided in this Agreement, except to the extent the breach is a result of the SELLER's sole willful misconduct or gross negligence, and for any claims that arise as a result of the BUYER's negligent use of, or willful misconduct in the use of, the Easement Property, except for claims in any way relating to or arising from SELLER's sole willful misconduct or gross negligence, or any natural disaster, act of God, drainage, flood or storm water, or erosion or subsidence due to drainage, flood or storm water. 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).
13. 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 purchase.
14. 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: Palm Canyon Farms LLC
Attn: Mr. Michael J. Kilroy
301 N. Palm Canyon Drive
Palm Springs, CA 92262

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

COPY TO: Riverside County Counsel
Attn: 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

15. 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 certain easement rights related to the Easement Area 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 a Party is in fact represented in this sale, upon and only upon the Closing, said Party shall be solely responsible to pay a commission or fees for its broker. Neither Party shall be responsible nor liable for any claims, changes or commissions brought by the other Party that may arise or be alleged to a broker or agent in connection with this Agreement or the purchases and sale of easements rights related to the Easement Property whether or not Close of Escrow occurs. A Party shall defend, indemnify and hold harmless the other Party 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 the indemnifying Party's broker or any arising from or by reason of indemnifying Party's conduct with respect to this transaction. The provisions of this Section 15.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.

16. 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.

//
//
//

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement for Purchase and Sale of Easement Interests on date indicated on Page 1.

SELLER:

PALM CANYON FARMS LLC, a California limited liability company


Date: 8/22/20

By: 
MICHAEL J. KILROY
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, Chairwoman
Riverside County Flood Control and Water Conservation District Board of Supervisors

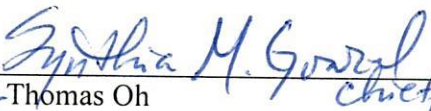
Date: 04/01/2020

Date: SEP 22 2020

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

ATTEST:
KECIA R. HARPER
Clerk of the Board

By: 
for Thomas Oh
Deputy County Counsel *Chief Deputy*

By: 

Date: 9-11-2020

Date: SEP 22 2020

Project: Palm Canyon Wash Levee Restoration Project
Project No. 6-0-00040-93
APNs 510-160-012 and 510-160-014
RCFC Parcel Nos. 6040-5B and 6040-5C

YK:rlp
08/12/20

EXHIBIT "A"

RIVERSIDE COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

Palm Canyon Wash

Parcel No. 6040-5C

APN: 510-160-014

In the City of Palm Springs, County of Riverside, State of California, being that portion of Government Lot 1, Section 25, Township 4 South, Range 4 East, San Bernardino Meridian, described as follows:

Commencing at the southwest corner of said Lot 1;

Thence North $00^{\circ}13'17''$ East 20.00 feet along the westerly line of said Lot 1 to a point of intersection with the northerly Right of Way line of Verbena Street as shown on the Araby Tract, filed in Map Book 13, Pages 61 through 62, records of said county;

Thence South $89^{\circ}36'48''$ East 112.52 feet along said northerly Right of Way line to the easterly sideline of that certain 60.00 foot wide Grant of Right of Way recorded September 18, 1980 as Instrument No. 170396, Official Records of said county, said point being the **Point of Beginning**;

Thence along said easterly sideline the following two (2) courses:

- 1) North $45^{\circ}16'45''$ East 54.21 feet to the beginning of a curve concave westerly having a radius of 280.00 feet;
- 2) Northeasterly and northerly 294.30 feet along said curve through a central angle of $60^{\circ}13'21''$ to a line parallel with and 200.00 feet southeasterly of that certain line cited as North $44^{\circ}38'30''$ East 1314.94 feet as described in Resolution Accepting Right of Way recorded September 21, 1951 in Book 1304, Page 310 et seq., Official Records of said county;

Thence North $44^{\circ}54'44''$ East 1129.82 feet along said parallel line;

Thence North $75^{\circ}52'01''$ East 289.48 feet to the most northerly corner of that certain parcel of land containing 0.09 of an acre more or less as described in Grant Deed recorded March 21, 1956 in Book 1883, Page 283 et seq. Official Records of said county, said point being the beginning of a non-tangent curve concave northeasterly, having a radius of 1039.97 feet, a radial line of said curve bears South $38^{\circ}12'07''$ West;

Thence along the northwesterly and southwesterly lines of said 0.09 acre parcel the following two (2) courses:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

- 1) South 23°43'28" West 76.94 feet to the most westerly corner of said 0.09 acre parcel
- 2) South 61°25'45" East 31.84 feet

Thence South 44°37'52" West 1275.84 feet to the beginning of a curve, concave northwesterly, having a radius of 3209.91 feet;

Thence southwesterly 160.61 feet along said curve through a central angle of 02°52'00";

Thence South 47°29'52" West 112.04 feet to said northerly Right of Way line of Verbena Street;

Thence North 89°36'48" West 92.86 feet along said northerly line to the **Point of Beginning**.

Containing 296,769 square feet / 6.813 acres more or less

The distances shown herein are in grid. Ground distances may be obtained by dividing the grid distance by a combination factor of 0.99996762.

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

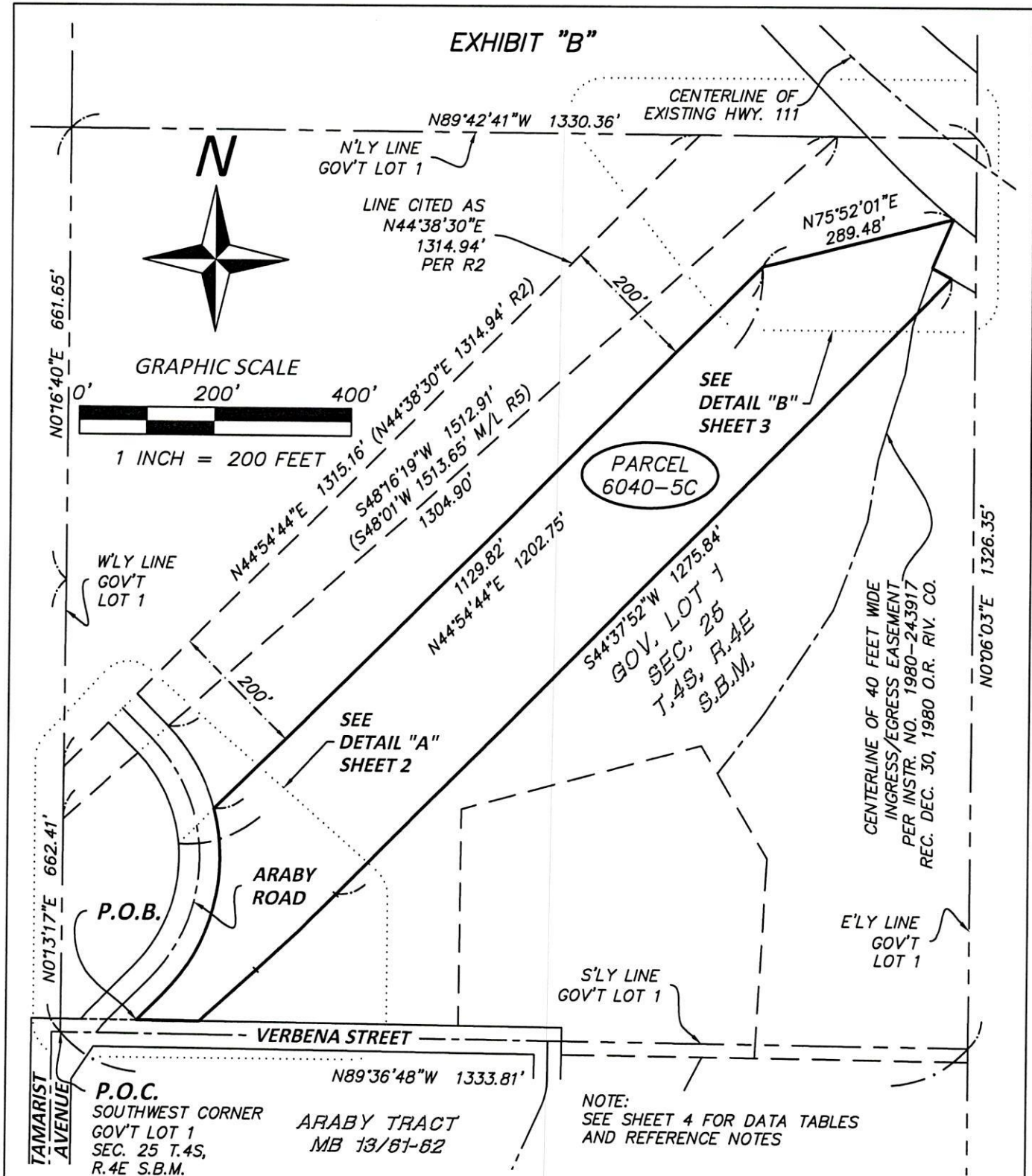



JAMES R. McNEILL

Land Surveyor No. 7752

Date: 7/16/2020

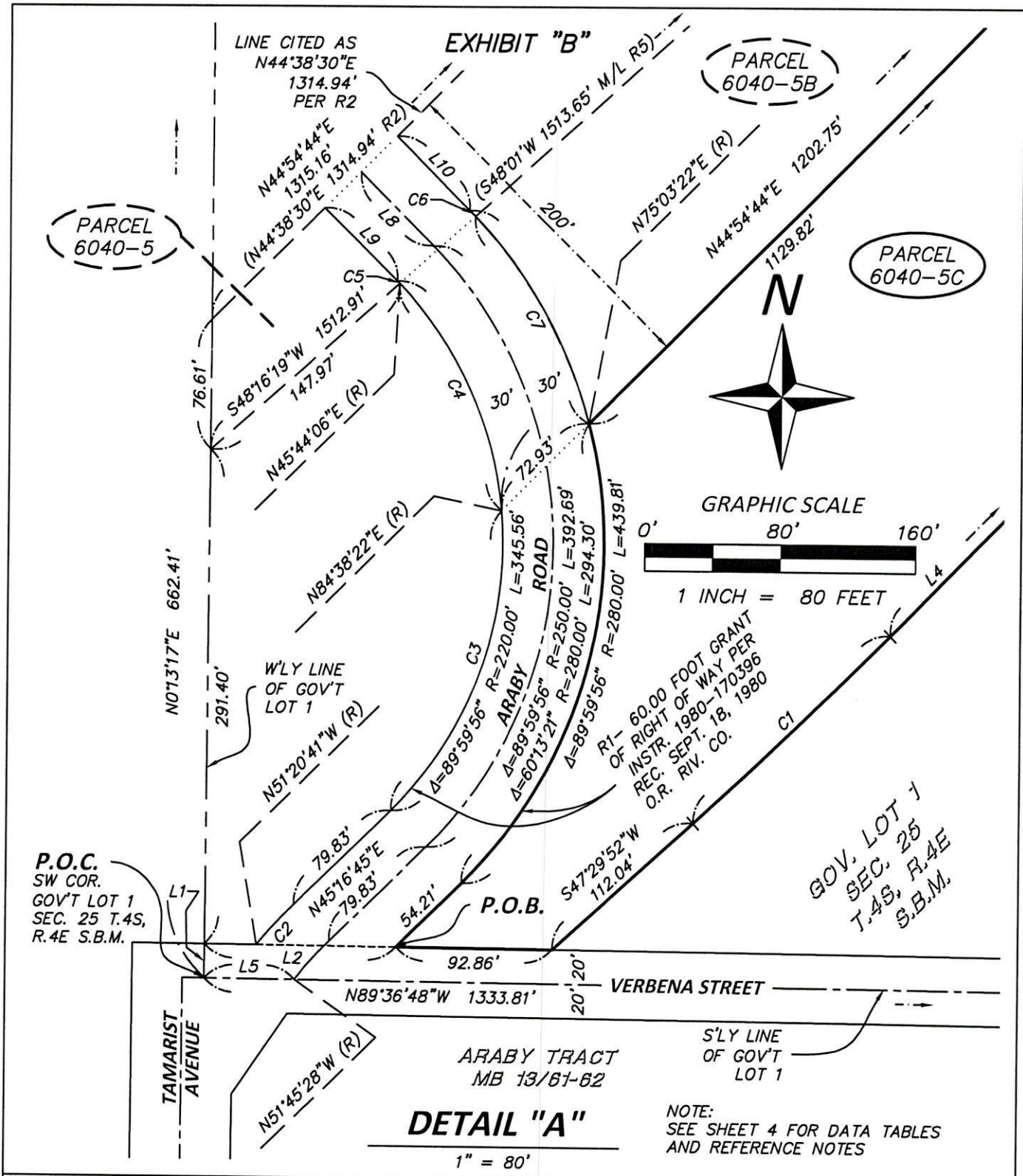
EXHIBIT "B"



NOTE:
SEE SHEET 4 FOR DATA TABLES
AND REFERENCE NOTES

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

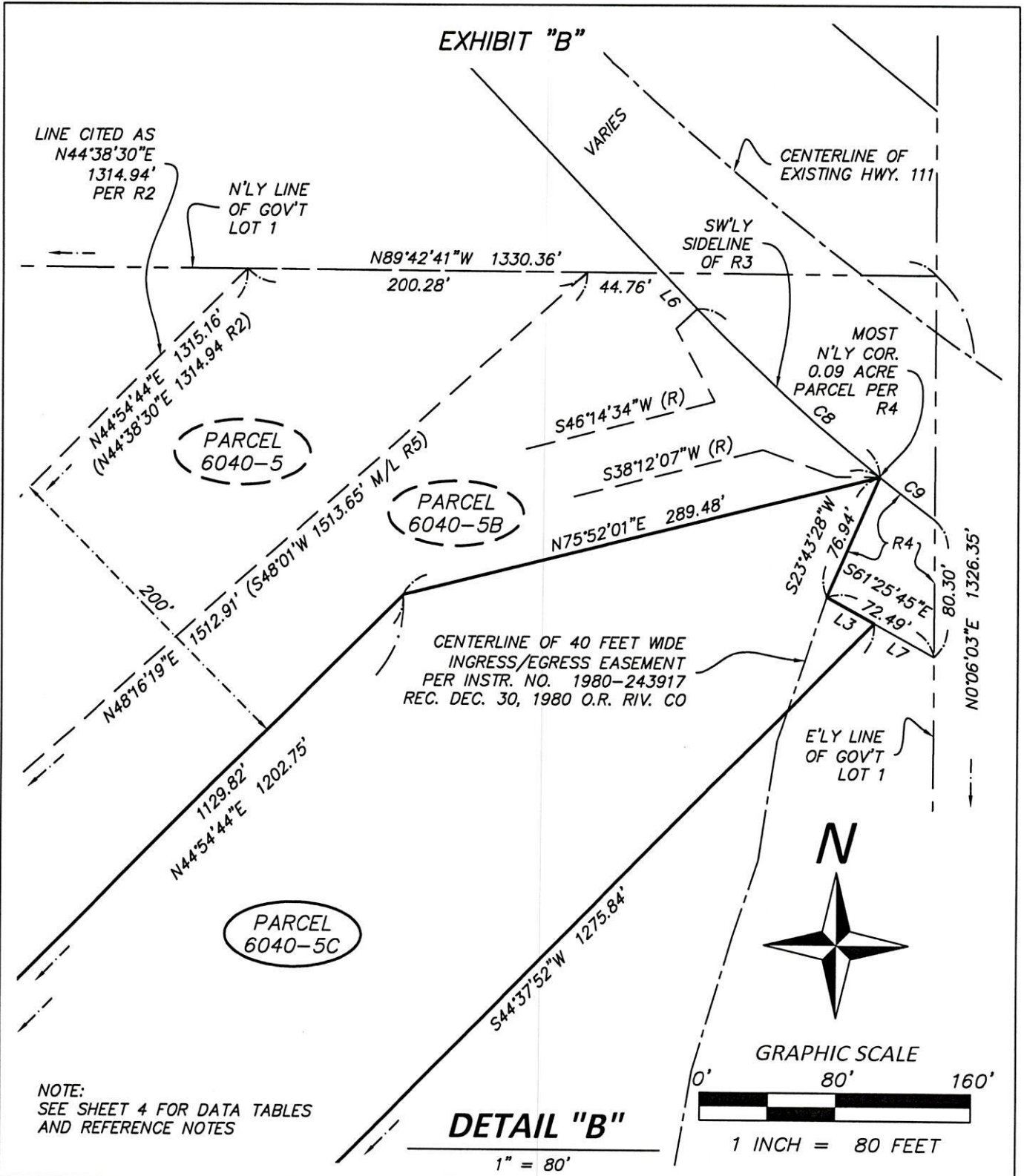
PROJECT NAME:	PALM CANYON WASH	SCALE 1"=200'	DRAWN BY DAC
RCFC-WCD PARCEL NUMBER(S):	PARCEL 6040-5C	DATE 07/15/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	6-0-00040	SHEET NO.	1 OF 4



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

PROJECT NAME:	PALM CANYON WASH	SCALE 1"=80'	DRAWN BY DAC
RCFC-WCD PARCEL NUMBER(S):	PARCEL 6040-5C	DATE 07/15/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	6-0-00040	SHEET NO.	2 OF 4

EXHIBIT "B"



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

PROJECT NAME:	PALM CANYON WASH	SCALE 1"=80'	DRAWN BY DAC
RCFC-WCD PARCEL NUMBER(S):	PARCEL 6040-5C	DATE 07/15/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	6-0-00040	SHEET NO.	3 OF 4

EXHIBIT "B"

Line Table		
LINE #	DIRECTION	LENGTH
L1	N00°13'17"E	20.00'
L2	S89°36'48"E	112.52'
L3	S61°25'45"E	31.84'
L4	S44°37'52"W	1275.84'
L5	N89°36'48"W	52.85'
L6	N43°44'28"W	28.81'
L7	N61°25'45"W	40.65'
L8	S44°43'15"E	61.00'
L9	S44°43'15"E	60.81'
L10	S44°43'15"E	61.19'

Curve Table			
CURVE #	DELTA	RADIUS	LENGTH
C1	$\Delta=2^{\circ}52'00''$	3209.91'	160.61'
C2	$\Delta=6^{\circ}37'25''$	279.99'	32.37'
C3	$\Delta=50^{\circ}38'21''$	220.00'	194.44'
C4	$\Delta=38^{\circ}54'16''$	220.00'	149.38'
C5	$\Delta=0^{\circ}27'20''$	219.99'	1.75'
C6	$\Delta=0^{\circ}59'58''$	279.99'	4.88'
C7	$\Delta=28^{\circ}46'38''$	280.00'	140.63'
C8	$\Delta=8^{\circ}02'27''$	1039.97'	145.95'
C9	$\Delta=2^{\circ}16'06''$	1039.97'	41.17'

REFERENCE INFORMATION :

- R1 - INSTRUMENT 1980-170396 REC. SEPT. 18, 1980
- R2 - BOOK O.R. 1304, PAGE 310 REC. SEPT. 21, 1951
- R3 - BOOK OF DEEDS 867, PAGE 12 REC. JUL. 10, 1930
- R4 - BOOK O.R. 1883, PAGE 283 REC. MAR. 21, 1956
- R5 - BOOK O.R. 1044, PAGE 223 REC. JAN. 14, 1949

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

PROJECT NAME:	PALM CANYON WASH	SCALE	N.T.S.	DRAWN BY	DAC
RCFC-WCD PARCEL NUMBER(S):	PARCEL 6040-5C	DATE	07/15/20	CHECK BY	SB
RCFC-WCD PROJECT NUMBER:	6-0-00040	SHEET NO.	4 OF 4		

EXHIBIT "B"

RIVERSIDE COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

Palm Canyon Wash

Parcel No. 6040-5B

APNs: 510-160-012 & 510-160-014

In the City of Palm Springs, County of Riverside, State of California, being that portion of Government Lot 1, Section 25, Township 4 South, Range 4 East, San Bernardino Meridian, described as follows:

Commencing at the southwest corner of said Lot 1;

Thence North $00^{\circ}13'17''$ East 20.00 feet along the westerly line of said Lot 1 to a point of intersection with the northerly Right of Way line of Verbena Street as shown on the Araby Tract, filed in Map Book 13, Pages 61 through 62 records of said county, said point also being the **Point of Beginning**;

Thence South $89^{\circ}36'48''$ East 30.46 feet along said northerly Right of Way line to the westerly sideline of that certain 60.00 foot wide Grant of Right of Way, recorded September 18, 1980 as Instrument No. 170396, Official Records of said county, also being the beginning of a non-tangent curve concave southeasterly having a radius of 279.99 feet, a radial line to said curve bears North $51^{\circ}20'41''$ West;

Thence along said westerly sideline the following three (3) courses:

- 1) Northeasterly 32.37 feet along said curve through a central angle of $06^{\circ}37'25''$;
- 2) North $45^{\circ}16'45''$ East 79.83 feet to the beginning of a curve concave westerly having a radius of 220.00 feet;
- 3) Northeasterly and northerly 194.44 feet along said curve through a central angle of $50^{\circ}38'21''$ to a line parallel with and 200.00 feet southeasterly of that certain line cited as North $44^{\circ}38'30''$ East 1314.94 feet as described in Resolution Accepting Right of Way recorded September 21, 1951 in Book 1304, Page 310 et seq., Official Records of said county;

Thence North $44^{\circ}54'44''$ East 1202.75 feet along said parallel line;

Thence North $75^{\circ}52'01''$ East 289.48 feet to the most northerly corner of that certain parcel of land containing 0.09 of an acre, more or less, as described in Grant Deed recorded March 21, 1956 in Book 1883, Page 283 et seq., Official Records of said county, said point being a point on the southwesterly sideline of that certain 80.00 feet wide strip of land described in Corporation Grant

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

Deed, recorded July 10, 1930 in Book 867 of Deeds, Page 12 et seq., Official Records of said county, said point also being the beginning of a non-tangent curve concave northeasterly having a radius of 1039.97 feet, a radial line to said curve bears South 38°12'07" West;

Thence Northwesterly 145.95 feet along said curve and said sideline through a central angle of 08°02'27" to the southerly corner of that certain parcel of land containing 3 square feet more or less as described in Grant Deed, recorded March 21, 1956 in Book 1883, Page 283 et seq., Official Records of said county;

Thence North 43°44'28" West 28.81 feet along the southwesterly line of said Grant Deed to the northerly line of said Lot 1;

Thence North 89°42'41" West 44.79 feet along said northerly line to that certain line cited as South 48°01' West, 1513.65 feet more or less, as described in Grant Deed recorded January 14, 1949 in Book 1044, Page 223 et seq., Official Records of said county;

Thence South 48°16'19" West 1512.91 feet along said certain line to the westerly line of said Lot 1;

Thence South 00°13'17" West 291.40 feet along said westerly line to the **Point of Beginning**.

Excepting therefrom all that portion lying within that certain 60.00 feet wide Grant of Right of Way, recorded September 18, 1980 as Instrument No. 170396, Official Records of said county;

Containing 192,924 square feet / 4.429 acres more or less

The distances shown herein are in grid. Ground distances may be obtained by dividing the grid distance by a combination factor of 0.99996762.

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

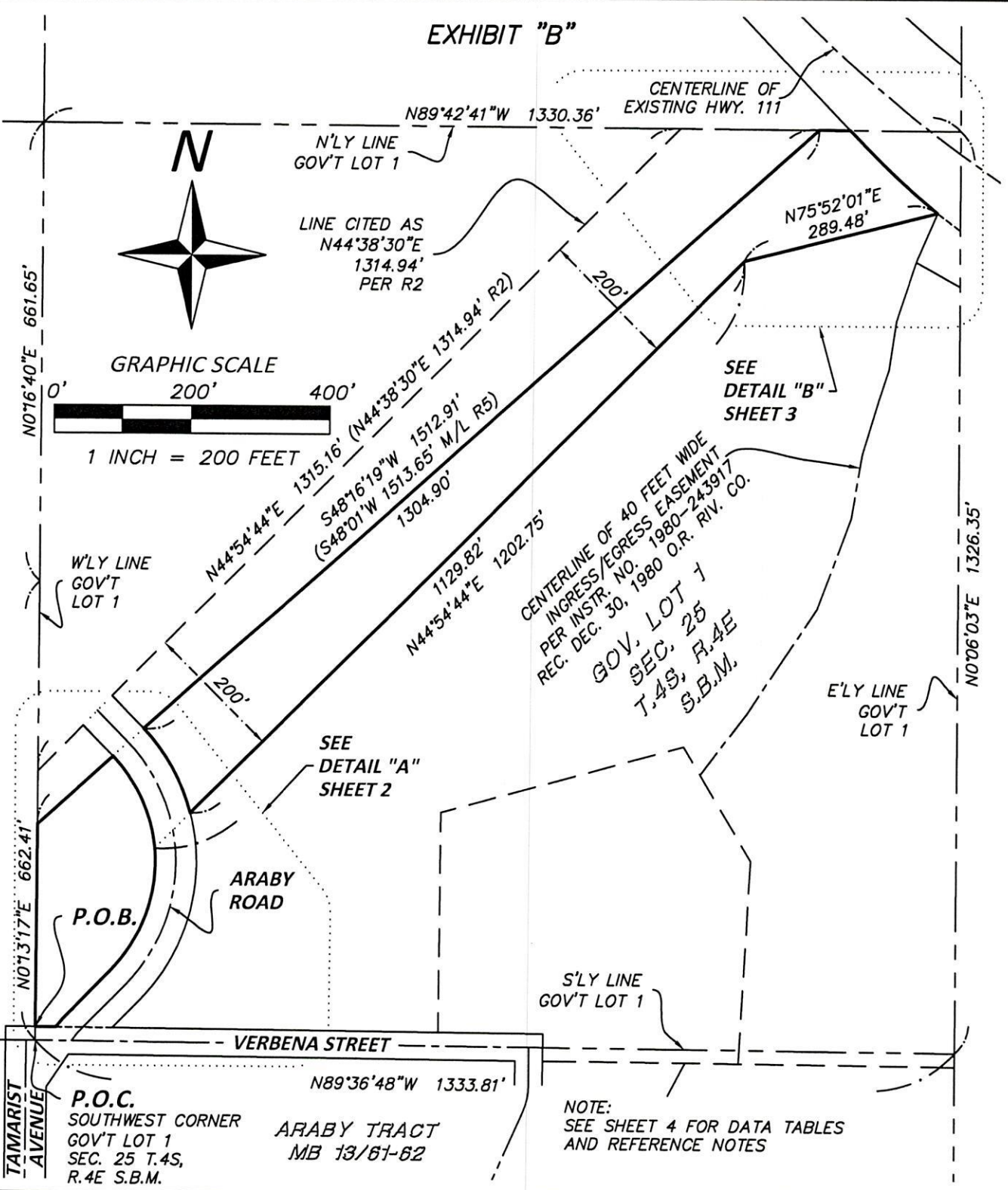



JAMES R. McNEILL

Land Surveyor No. 7752

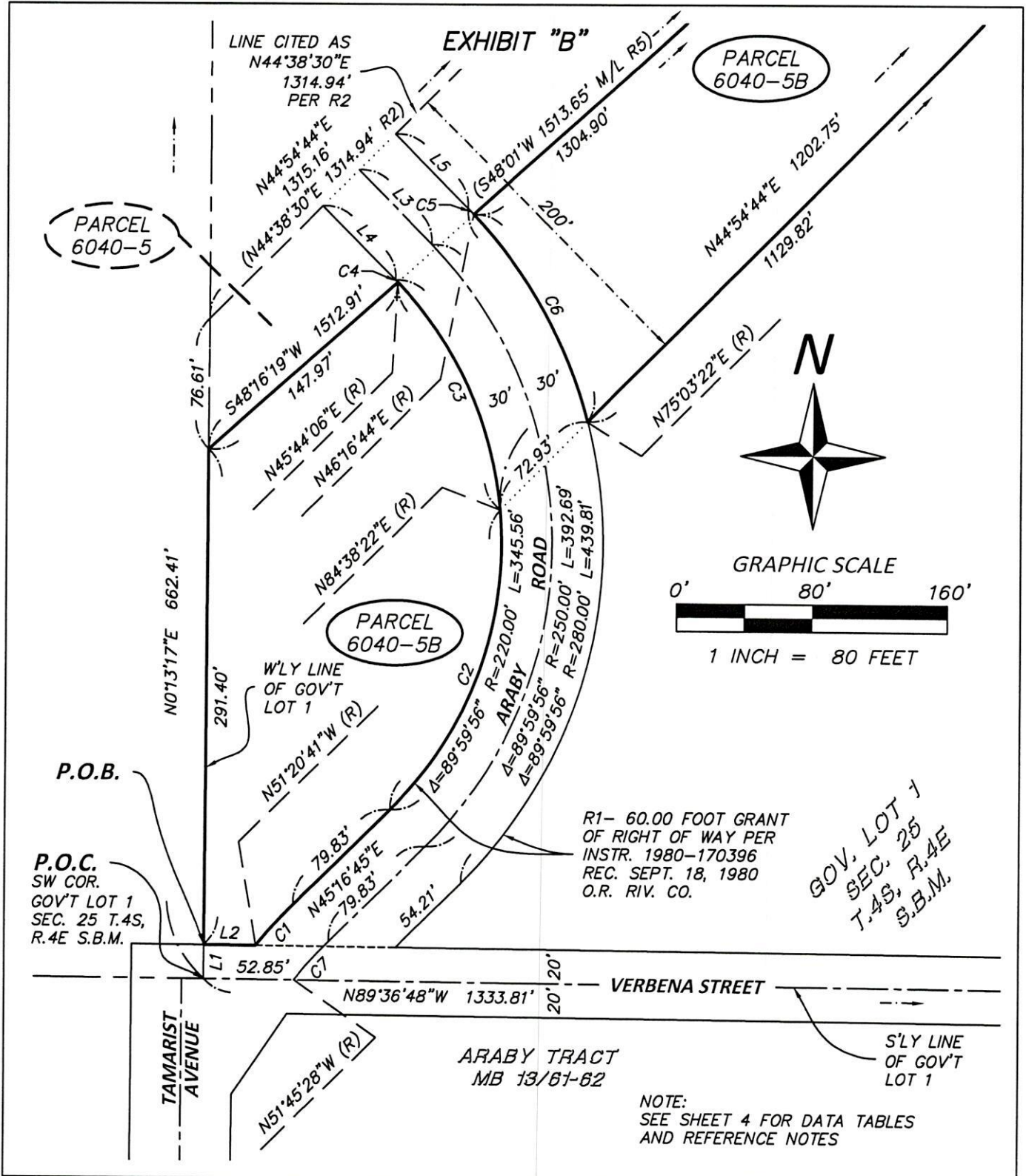
Date: 7/16/2020

EXHIBIT "B"



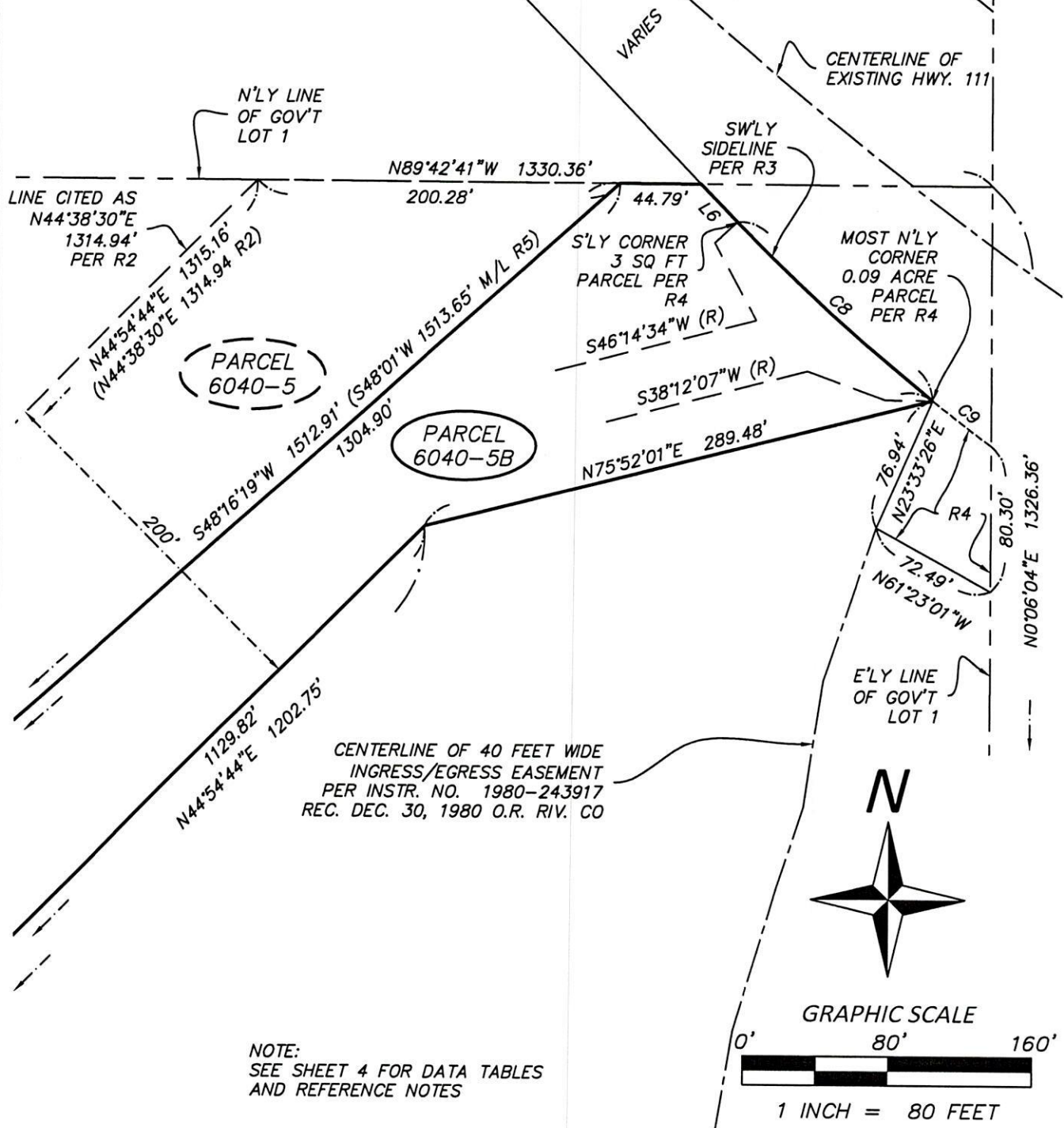
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
 1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME:	PALM CANYON WASH	SCALE 1"=200'	DRAWN BY DAC
RCFC-WCD PARCEL NUMBER(S):	PARCEL 6040-5B	DATE 07/15/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	6-0-00040	SHEET NO.	1 OF 4



RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT		
1995 MARKET STREET, RIVERSIDE, CA. 92501		
PROJECT NAME:	PALM CANYON WASH	SCALE 1"=80' DRAWN BY DAC
RCFC-WCD PARCEL NUMBER(S):	PARCEL 6040-5B	DATE 07/15/20 CHECK BY SB
RCFC-WCD PROJECT NUMBER:	6-0-00040	SHEET NO. 2 OF 4

EXHIBIT "B"



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

PROJECT NAME:	PALM CANYON WASH	SCALE 1"=80'	DRAWN BY DAC
RCFC-WCD PARCEL NUMBER(S):	PARCEL 6040-5B	DATE 07/15/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	6-0-00040	SHEET NO.	3 OF 4

EXHIBIT "B"

Line Table		
LINE #	DIRECTION	LENGTH
L1	N00°13'17"E	20.00'
L2	S89°36'48"E	30.46'
L3	S44°43'15"E	61.00'
L4	S44°43'15"E	60.81'
L5	S44°43'15"E	61.19'
L6	N43°44'28"W	28.81'

Curve Table			
CURVE #	DELTA	RADIUS	LENGTH
C1	$\Delta=6^{\circ}37'25''$	279.99'	32.37'
C2	$\Delta=50^{\circ}38'21''$	220.00'	194.44'
C3	$\Delta=38^{\circ}54'16''$	220.00'	149.38'
C4	$\Delta=0^{\circ}27'20''$	219.99'	1.75'
C5	$\Delta=0^{\circ}59'58''$	279.99'	4.88'
C6	$\Delta=28^{\circ}46'38''$	280.00'	140.63'
C7	$\Delta=7^{\circ}02'13''$	249.99'	30.70'
C8	$\Delta=8^{\circ}02'27''$	1039.97'	145.95'
C9	$\Delta=2^{\circ}16'06''$	1039.97'	41.17'

REFERENCE INFORMATION :

- R1 - INSTRUMENT 1980-170396 REC. SEPT. 18, 1980
- R2 - BOOK O.R. 1304, PAGE 310 REC. SEPT. 21, 1951
- R3 - BOOK OF DEEDS 867, PAGE 12 REC. JUL. 10, 1930
- R4 - BOOK O.R. 1883, PAGE 283 REC. MAR. 21, 1956
- R5 - BOOK O.R. 1044, PAGE 223 REC. JAN. 14, 1949

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

PROJECT NAME:	PALM CANYON WASH	SCALE	N. T. S.	DRAWN BY	DAC
RCFC-WCD PARCEL NUMBER(S):	PARCEL 6040-5B	DATE	07/15/20	CHECK BY	SB
RCFC-WCD PROJECT NUMBER:	6-0-00040	SHEET NO.	4 OF 4		

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)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project: Palm Canyon Wash Levee
Restoration Project
Project No. 6-0-00040-93
APNs 510-160-012 and 510-160-014

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

RCFC Parcel Nos. 6040-5B and 6040-5C

EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **PALM CANYON FARMS LLC**, a California limited liability company, ("**Grantor**") hereby grants to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a body politic, ("**Grantee**" or "**District**") and its successors and assigns:

- A. A nonexclusive easement interest, hereinafter referred to as RCFC Parcel No. 6040-5C (and as defined in that certain Agreement for Purchase and Sale of Easement Interests by and between the Grantor and the Grantee), for a period of seven (7) years commencing on the date first written below. Said land consists of approximately 296,769 square feet (±6.81 AC) as legally described and depicted in Exhibit "A", which is attached hereto and incorporated herein by reference.
- B. A permanent nonexclusive easement interest, hereinafter referred to as RCFC Parcel No. 6040-5B (and as defined in that certain Agreement for Purchase and Sale of Easement Interests by and between the Grantor and the Grantee). Said land consists of approximately 192,924 square feet (±4.43AC) as legally described and depicted in Exhibit "B", which is attached hereto and incorporated herein by reference.

These easement interests (collectively, the "Easements") shall be 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 described more specifically above and in the exhibits attached hereto and made a part hereof, solely for (1) the use, construction, reconstruction, modification, alteration, maintenance, operation, inspection, repair and renewal of the existing levee located on the Property for flood control purposes; (2) the removal of accumulated sediment, debris and other material from the Property as necessary to restore flood conveyance within the existing wash; and (3) ingress and egress upon, over, under, along and across the Property for the purpose of exercising the rights herein granted.

The Property in its current undeveloped condition conveys stormwater and is located within a FEMA mapped 100-year floodway floodplain and is subject to flood inundation, erosion, sedimentation and potential loss of vegetation due to flooding. Grantor acknowledges that such conditions occur naturally and that no active intervention to mitigate damages shall be required of either Grantor or Grantee. Grantee shall not engage in human activity that is unrelated to (1) such natural occurrence or (2) the above-identified permitted uses and that hinders or harms the ability of the RCFC Parcel No. 6040-5C to return to pre-2019 storm conditions.

With the exception of the rights granted herein, the Property will otherwise be retained by Grantor and Grantee, and its successors and assigns, and shall not impair or interfere with the Grantor's use and enjoyment of the Property or obstruct the flow of water across the Property. The easement rights acquired by Grantee pursuant to this instrument are acquired subject to the right of Grantor and its successors and assigns to use the Property to the extent that such use does not interfere or conflict with the rights granted herein.

These Easements shall not preclude Grantor from utilizing the Property or granting a subsequent easement in the future for activities that are consistent with habitat conservation purposes, including, without limitation, those involving surveys, studies and research, and the preservation, restoration and/or enhancement of native species and their habitats, including, but not limited to, the federally endangered Casey's June beetle (*Dinacoma caseyi*).

**PALM CANYON FARMS, LLC,
a California limited liability company**

Date: _____

By: _____
Michael J. Kilroy, Manager

(Notary Attached)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Easement Deed, dated _____, 2020, from PALM CANYON FARMS, LLC, a California 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

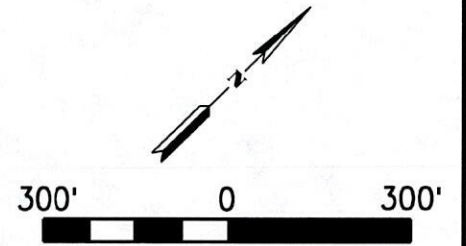
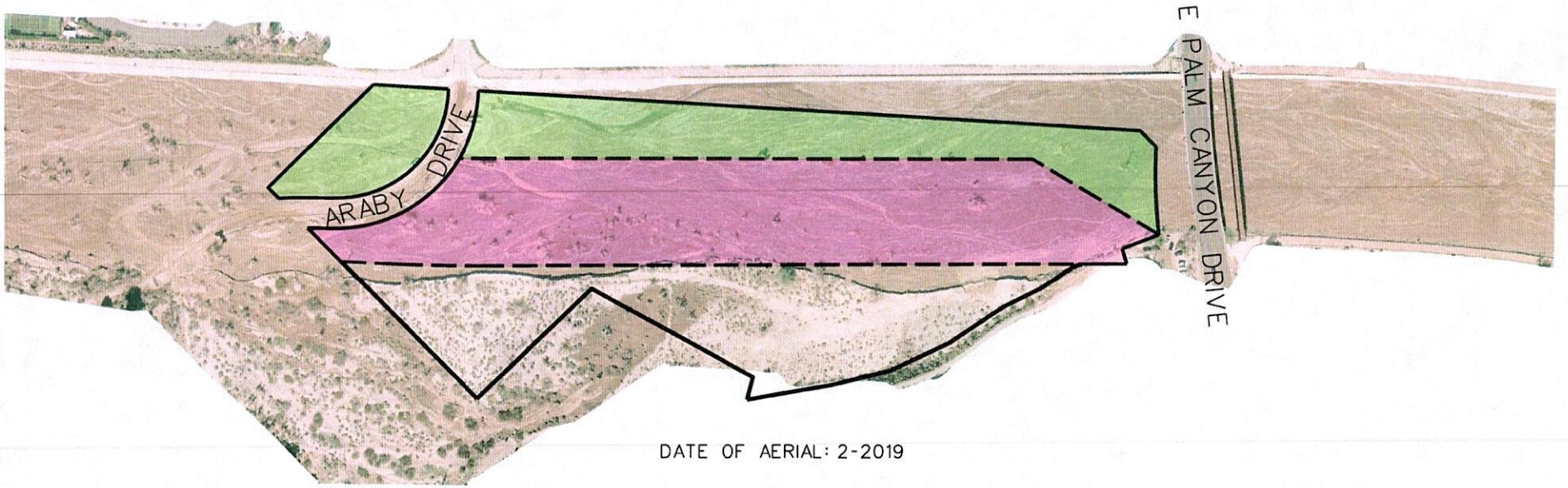
Project: Palm Canyon Wash Levee
Restoration Project
Project No. 6-0-00040-93
APNs 510-160-012 and 510-160-014

YK:rlp

EXHIBIT "D"

LEGEND

-  EASEMENT LINES
-  PALM CANYON FARMS, LLC OWNERSHIP LIMITS
-  PERMANENT EASEMENT
-  TEMPORARY EASEMENT



1 **BOARD OF SUPERVISORS**

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

3 RESOLUTION NO. F2020-19

4 AUTHORIZATION TO PURCHASE REAL PROPERTY
5 LOCATED IN THE CITY OF PALM SPRINGS,
6 RIVERSIDE COUNTY, STATE OF CALIFORNIA
7 PALM CANYON WASH, STAGE 93 EMERGENCY LEVEE RESTORATION PROJECT
8 PROJECT NO. 6-0-000-40-93, APNs 510-160-012 and 510-160-014

8 **WHEREAS**, Palm Canyon Farms, LLC (the "Seller") is the owner of certain real property
9 located in the city of Palm Springs, Riverside County, State of California, commonly identified with
10 Assessor's Parcel Nos. (APN) 510-160-012 and 510-160-014 (collectively the "Properties"); and

11 **WHEREAS**, the Riverside County Flood Control and Water Conservation District
12 ("District") desires to acquire and the Seller desires to sell temporary and permanent easement interests on
13 the Properties pursuant to the terms of the negotiated Agreement for Purchase and Sale of Easement
14 Interests ("Agreement") for the Palm Canyon Wash, Stage 93 Emergency Levee Restoration Project (the
15 "Restoration Project"); and

16 **WHEREAS**, Palm Canyon Wash is often subject to flooding during significant storm events
17 and erosion is occurring; and


18 **WHEREAS**, the Restoration Project will repair and restore the existing levee on the Palm
19 Canyon Wash; and

20 **WHEREAS**, a critical section of the levee on the Properties will be restored to ensure
21 continued flood protection to adjacent communities during future storm events;

22 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by vote
23 of the Board of Supervisors (Board) of the District, in regular session assembled on September 22, 2020, in
24 the meeting room of the Board of Supervisors, located on the 1st Floor of the County Administrative
25 Center, 4080 Lemon Street, Riverside, California, that this Board, based upon the evidence and testimony
26 presented on the matter, both written and oral, as it relates to this acquisition has determined the following:

- 27 1. Based on the review of the proposed acquisition, the approval of the Agreement ("Project") is
28 exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15269(a), (b)

APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel


Thomas Oh, Deputy County Counsel

1 and (c) of the State CEQA Guidelines, and nothing further is required pursuant to CEQA because
2 the Board found that the Restoration Project is exempt from CEQA on May 19, 2020.

3 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that this Board
4 authorizes the purchase of temporary and permanent easement interests in the city of Palm Springs,
5 Riverside County, State of California, consisting of 11.3 acres of vacant, unimproved real property, also
6 known as RCFC Parcel No. 6040-5C for the temporary easement interest and RCFC Parcel No. 6040-5B
7 for the permanent easement interest, both located on Assessor's Parcel Numbers 510-160-012 and 510-160-
8 014, as more particularly described and depicted on Exhibit "A" and Exhibit "B", both of which are
9 attached hereto and by this reference incorporated herein, for a purchase price of \$125,000, from Palm
10 Canyon Farms, LLC by Easement Deed, plus \$10,397 in Seller's attorney's fees and costs associated with
11 the Agreement; and

12 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that this Board
13 approves the Agreement for Purchase and Sale of Easement Interests between the District and Palm
14 Canyon Farms, LLC, and authorizes the Chairwoman of the Board to execute the same on behalf of the
15 District.

16 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Clerk of the
17 Board certify acceptance of any documents conveying the real property interest in favor of the District to
18 complete the purchase and for recordation.

19 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the General
20 Manager-Chief Engineer or his designee is authorized to execute any other documents and administer all
21 actions necessary to complete the purchase of the real property and this transaction.
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1 **BOARD OF SUPERVISORS**

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

2
3 **RESOLUTION NO. F2020-19**

4 **AUTHORIZATION TO PURCHASE REAL PROPERTY**
5 **LOCATED IN THE CITY OF PALM SPRINGS, RIVERSIDE COUNTY, STATE OF CALIFORNIA**
6 **PALM CANYON WASH STAGE 93 EMERGENCY LEVEE RESTORATION PROJECT**
7 **PROJECT NO. 6-0-000-40-93, APNs 510-160-012 AND 510-160-0104**

8 ADOPTED by Riverside County Board of Supervisors on September 22, 2020

9 **ROLL CALL:**

10 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
11 Nays: None
12 Absent:

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

15 **KECIA R. HARPER, Clerk of said Board**

16 By: *Priscilla Rasso*

17 Deputy



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EXHIBIT "A"

RIVERSIDE COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

Palm Canyon Wash

Parcel No. 6040-5C

APN: 510-160-014

In the City of Palm Springs, County of Riverside, State of California, being that portion of Government Lot 1, Section 25, Township 4 South, Range 4 East, San Bernardino Meridian, described as follows:

Commencing at the southwest corner of said Lot 1;

Thence North $00^{\circ}13'17''$ East 20.00 feet along the westerly line of said Lot 1 to a point of intersection with the northerly Right of Way line of Verbena Street as shown on the Araby Tract, filed in Map Book 13, Pages 61 through 62, records of said county;

Thence South $89^{\circ}36'48''$ East 112.52 feet along said northerly Right of Way line to the easterly sideline of that certain 60.00 foot wide Grant of Right of Way recorded September 18, 1980 as Instrument No. 170396, Official Records of said county, said point being the **Point of Beginning**;

Thence along said easterly sideline the following two (2) courses:

- 1) North $45^{\circ}16'45''$ East 54.21 feet to the beginning of a curve concave westerly having a radius of 280.00 feet;
- 2) Northeasterly and northerly 294.30 feet along said curve through a central angle of $60^{\circ}13'21''$ to a line parallel with and 200.00 feet southeasterly of that certain line cited as North $44^{\circ}38'30''$ East 1314.94 feet as described in Resolution Accepting Right of Way recorded September 21, 1951 in Book 1304, Page 310 et seq., Official Records of said county;

Thence North $44^{\circ}54'44''$ East 1129.82 feet along said parallel line;

Thence North $75^{\circ}52'01''$ East 289.48 feet to the most northerly corner of that certain parcel of land containing 0.09 of an acre more or less as described in Grant Deed recorded March 21, 1956 in Book 1883, Page 283 et seq. Official Records of said county, said point being the beginning of a non-tangent curve concave northeasterly, having a radius of 1039.97 feet, a radial line of said curve bears South $38^{\circ}12'07''$ West;

Thence along the northwesterly and southwesterly lines of said 0.09 acre parcel the following two (2) courses:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

- 1) South $23^{\circ}43'28''$ West 76.94 feet to the most westerly corner of said 0.09 acre parcel
- 2) South $61^{\circ}25'45''$ East 31.84 feet

Thence South $44^{\circ}37'52''$ West 1275.84 feet to the beginning of a curve, concave northwesterly, having a radius of 3209.91 feet;

Thence southwesterly 160.61 feet along said curve through a central angle of $02^{\circ}52'00''$;

Thence South $47^{\circ}29'52''$ West 112.04 feet to said northerly Right of Way line of Verbena Street;

Thence North $89^{\circ}36'48''$ West 92.86 feet along said northerly line to the **Point of Beginning**.

Containing 296,769 square feet / 6.813 acres more or less

The distances shown herein are in grid. Ground distances may be obtained by dividing the grid distance by a combination factor of 0.99996762.

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




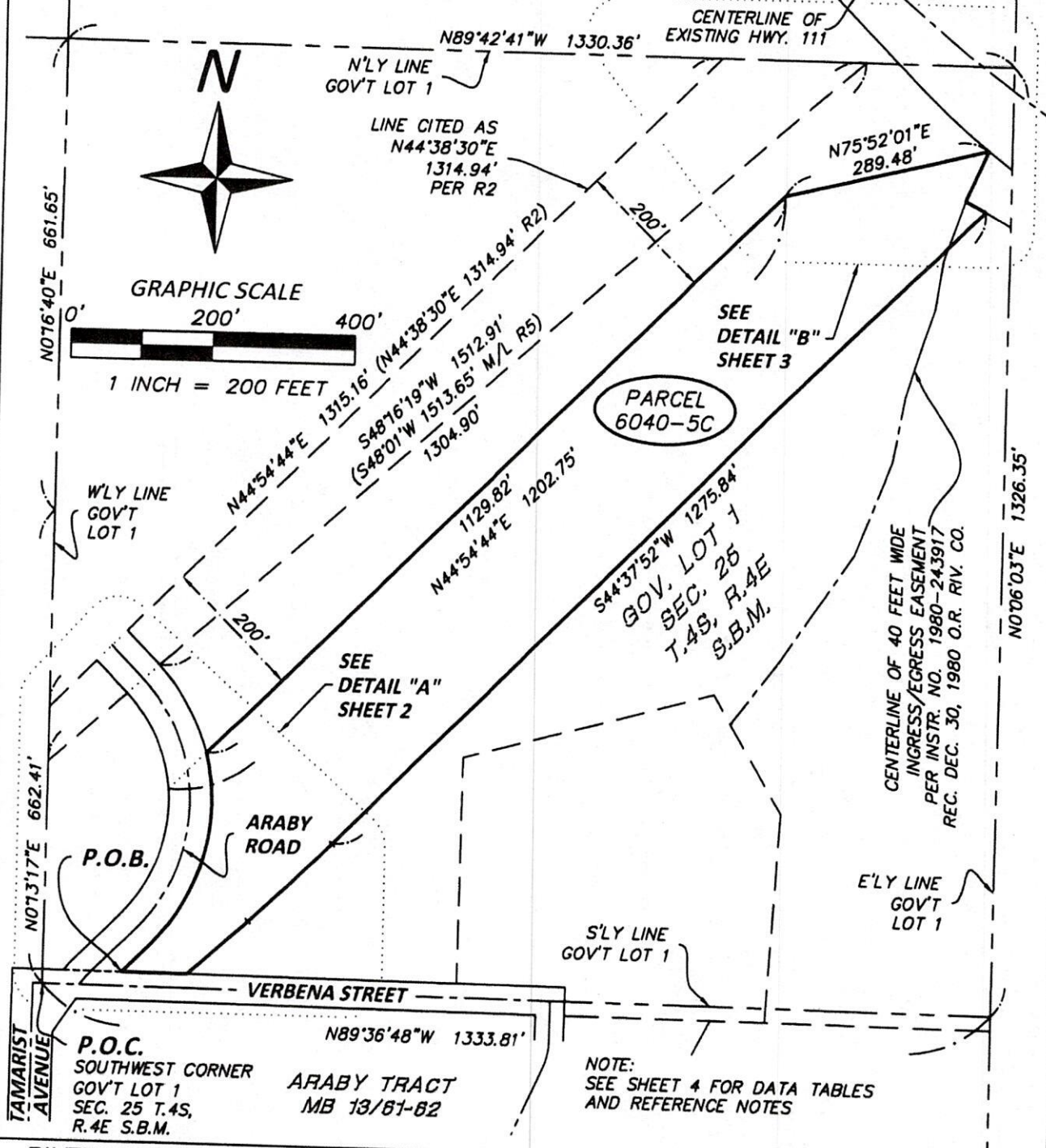
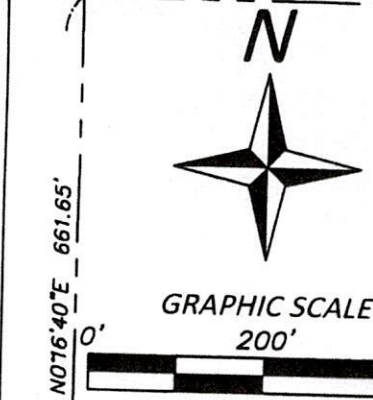

JAMES R. McNEILL
Land Surveyor No. 7752
Date: 7/16/2020

EXHIBIT "B"

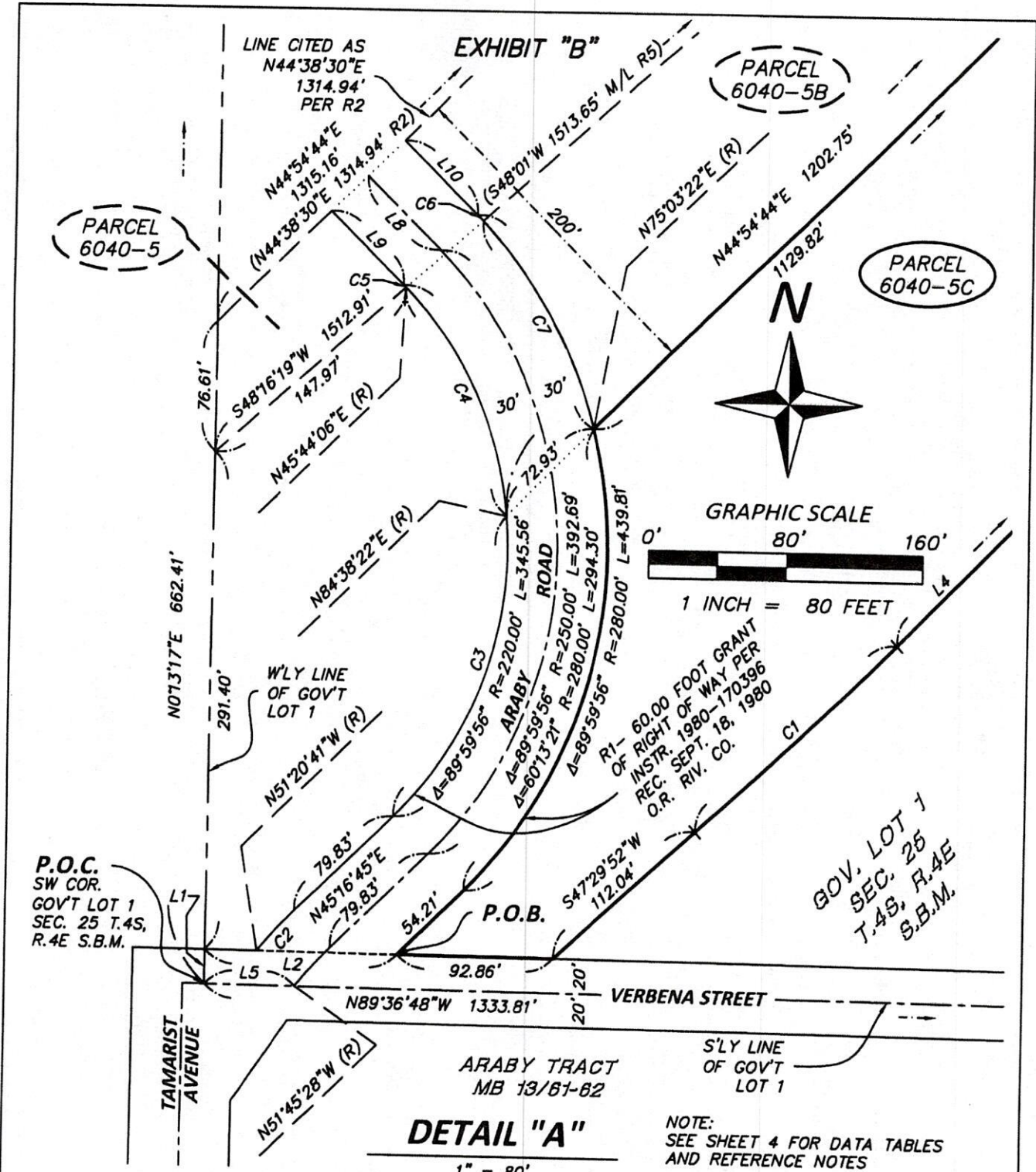


PARCEL 6040-5C

NOTE:
SEE SHEET 4 FOR DATA TABLES
AND REFERENCE NOTES

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

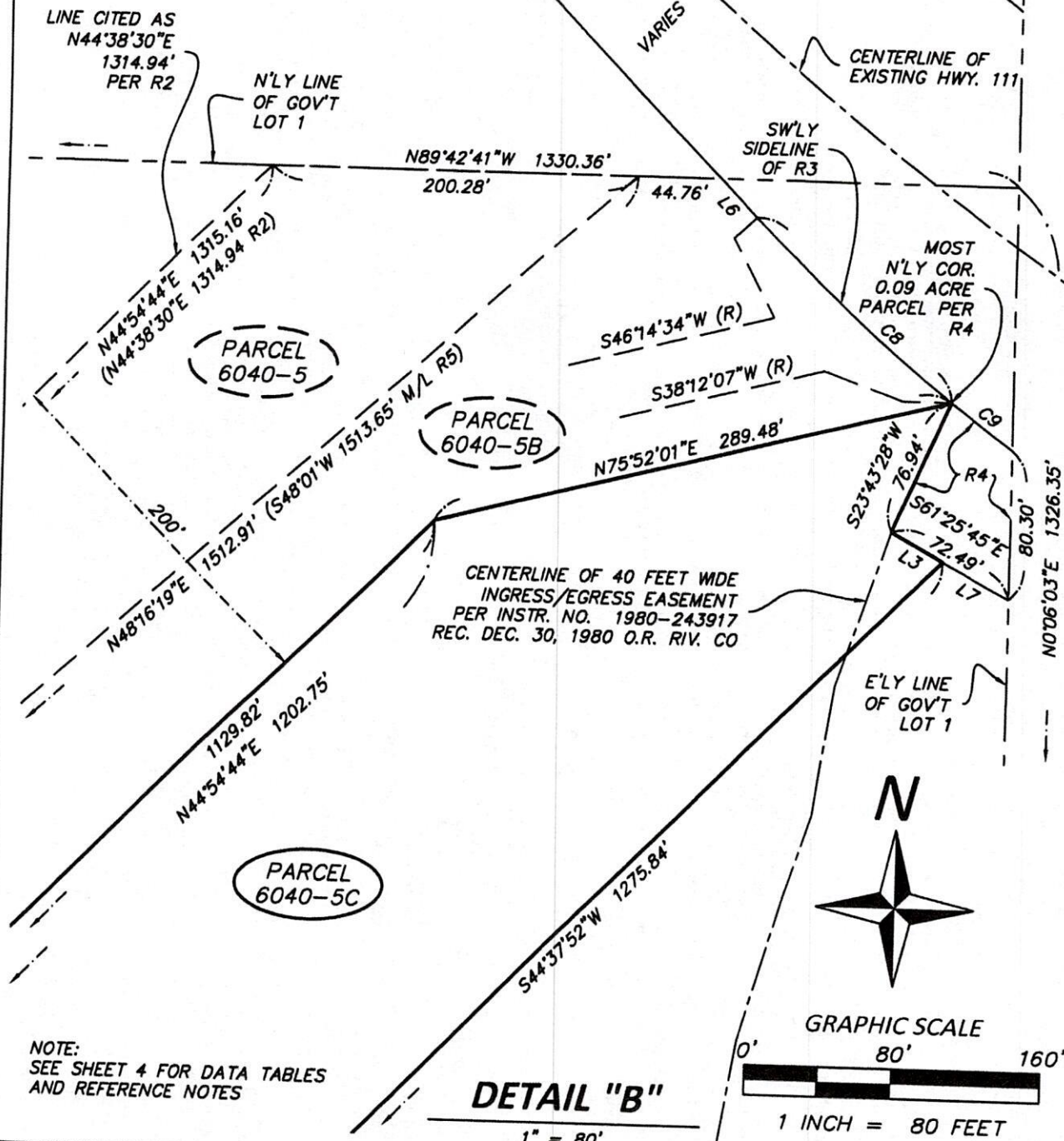
PROJECT NAME:	PALM CANYON WASH		SCALE	1"=200'	DRAWN BY	DAC
RCFC-WCD PARCEL NUMBER(S):	PARCEL 6040-5C		DATE	07/15/20	CHECK BY	SB
RCFC-WCD PROJECT NUMBER:	6-0-00040		SHEET NO.	1 OF 4		



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

PROJECT NAME:	PALM CANYON WASH	SCALE 1"=80'	DRAWN BY DAC
RCFC-WCD PARCEL NUMBER(S):	PARCEL 6040-5C	DATE 07/15/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	6-0-00040	SHEET NO.	2 OF 4

EXHIBIT "B"



DETAIL "B"

1" = 80'

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

PROJECT NAME:

PALM CANYON WASH

RCFC-WCD PARCEL NUMBER(S):

PARCEL 6040-5C

RCFC-WCD PROJECT NUMBER:

6-0-00040

SCALE 1"=80'

DRAWN BY DAC

DATE 07/15/20

CHECK BY SB

SHEET NO.

3 OF 4

EXHIBIT "B"

Line Table		
LINE #	DIRECTION	LENGTH
L1	N00°13'17"E	20.00'
L2	S89°36'48"E	112.52'
L3	S61°25'45"E	31.84'
L4	S44°37'52"W	1275.84'
L5	N89°36'48"W	52.85'
L6	N43°44'28"W	28.81'
L7	N61°25'45"W	40.65'
L8	S44°43'15"E	61.00'
L9	S44°43'15"E	60.81'
L10	S44°43'15"E	61.19'

Curve Table			
CURVE #	DELTA	RADIUS	LENGTH
C1	$\Delta=2^{\circ}52'00''$	3209.91'	160.61'
C2	$\Delta=6^{\circ}37'25''$	279.99'	32.37'
C3	$\Delta=50^{\circ}38'21''$	220.00'	194.44'
C4	$\Delta=38^{\circ}54'16''$	220.00'	149.38'
C5	$\Delta=0^{\circ}27'20''$	219.99'	1.75'
C6	$\Delta=0^{\circ}59'58''$	279.99'	4.88'
C7	$\Delta=28^{\circ}46'38''$	280.00'	140.63'
C8	$\Delta=8^{\circ}02'27''$	1039.97'	145.95'
C9	$\Delta=2^{\circ}16'06''$	1039.97'	41.17'

REFERENCE INFORMATION :

- R1 - INSTRUMENT 1980-170396 REC. SEPT. 18, 1980
- R2 - BOOK O.R. 1304, PAGE 310 REC. SEPT. 21, 1951
- R3 - BOOK OF DEEDS 867, PAGE 12 REC. JUL. 10, 1930
- R4 - BOOK O.R. 1883, PAGE 283 REC. MAR. 21, 1956
- R5 - BOOK O.R. 1044, PAGE 223 REC. JAN. 14, 1949

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

PROJECT NAME:	PALM CANYON WASH	SCALE	N.T.S.	DRAWN BY	DAC
RCFC-WCD PARCEL NUMBER(S):	PARCEL 6040-5C	DATE	07/15/20	CHECK BY	SB
RCFC-WCD PROJECT NUMBER:	6-0-00040	SHEET NO.	4 OF 4		

EXHIBIT "B"

RIVERSIDE COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

Palm Canyon Wash

Parcel No. 6040-5B

APNs: 510-160-012 & 510-160-014

In the City of Palm Springs, County of Riverside, State of California, being that portion of Government Lot 1, Section 25, Township 4 South, Range 4 East, San Bernardino Meridian, described as follows:

Commencing at the southwest corner of said Lot 1;

Thence North $00^{\circ}13'17''$ East 20.00 feet along the westerly line of said Lot 1 to a point of intersection with the northerly Right of Way line of Verbena Street as shown on the Araby Tract, filed in Map Book 13, Pages 61 through 62 records of said county, said point also being the **Point of Beginning**;

Thence South $89^{\circ}36'48''$ East 30.46 feet along said northerly Right of Way line to the westerly sideline of that certain 60.00 foot wide Grant of Right of Way, recorded September 18, 1980 as Instrument No. 170396, Official Records of said county, also being the beginning of a non-tangent curve concave southeasterly having a radius of 279.99 feet, a radial line to said curve bears North $51^{\circ}20'41''$ West;

Thence along said westerly sideline the following three (3) courses:

- 1) Northeasterly 32.37 feet along said curve through a central angle of $06^{\circ}37'25''$;
- 2) North $45^{\circ}16'45''$ East 79.83 feet to the beginning of a curve concave westerly having a radius of 220.00 feet;
- 3) Northeasterly and northerly 194.44 feet along said curve through a central angle of $50^{\circ}38'21''$ to a line parallel with and 200.00 feet southeasterly of that certain line cited as North $44^{\circ}38'30''$ East 1314.94 feet as described in Resolution Accepting Right of Way recorded September 21, 1951 in Book 1304, Page 310 et seq., Official Records of said county;

Thence North $44^{\circ}54'44''$ East 1202.75 feet along said parallel line;

Thence North $75^{\circ}52'01''$ East 289.48 feet to the most northerly corner of that certain parcel of land containing 0.09 of an acre, more or less, as described in Grant Deed recorded March 21, 1956 in Book 1883, Page 283 et seq., Official Records of said county, said point being a point on the southwesterly sideline of that certain 80.00 feet wide strip of land described in Corporation Grant

RIVERSIDE COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

Deed, recorded July 10, 1930 in Book 867 of Deeds, Page 12 et seq., Official Records of said county, said point also being the beginning of a non-tangent curve concave northeasterly having a radius of 1039.97 feet, a radial line to said curve bears South 38°12'07" West;

Thence Northwesterly 145.95 feet along said curve and said sideline through a central angle of 08°02'27" to the southerly corner of that certain parcel of land containing 3 square feet more or less as described in Grant Deed, recorded March 21, 1956 in Book 1883, Page 283 et seq., Official Records of said county;

Thence North 43°44'28" West 28.81 feet along the southwesterly line of said Grant Deed to the northerly line of said Lot 1;

Thence North 89°42'41" West 44.79 feet along said northerly line to that certain line cited as South 48°01' West, 1513.65 feet more or less, as described in Grant Deed recorded January 14, 1949 in Book 1044, Page 223 et seq., Official Records of said county;

Thence South 48°16'19" West 1512.91 feet along said certain line to the westerly line of said Lot 1;

Thence South 00°13'17" West 291.40 feet along said westerly line to the **Point of Beginning**.

Excepting therefrom all that portion lying within that certain 60.00 feet wide Grant of Right of Way, recorded September 18, 1980 as Instrument No. 170396, Official Records of said county;

Containing 192,924 square feet / 4.429 acres more or less

The distances shown herein are in grid. Ground distances may be obtained by dividing the grid distance by a combination factor of 0.99996762.

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

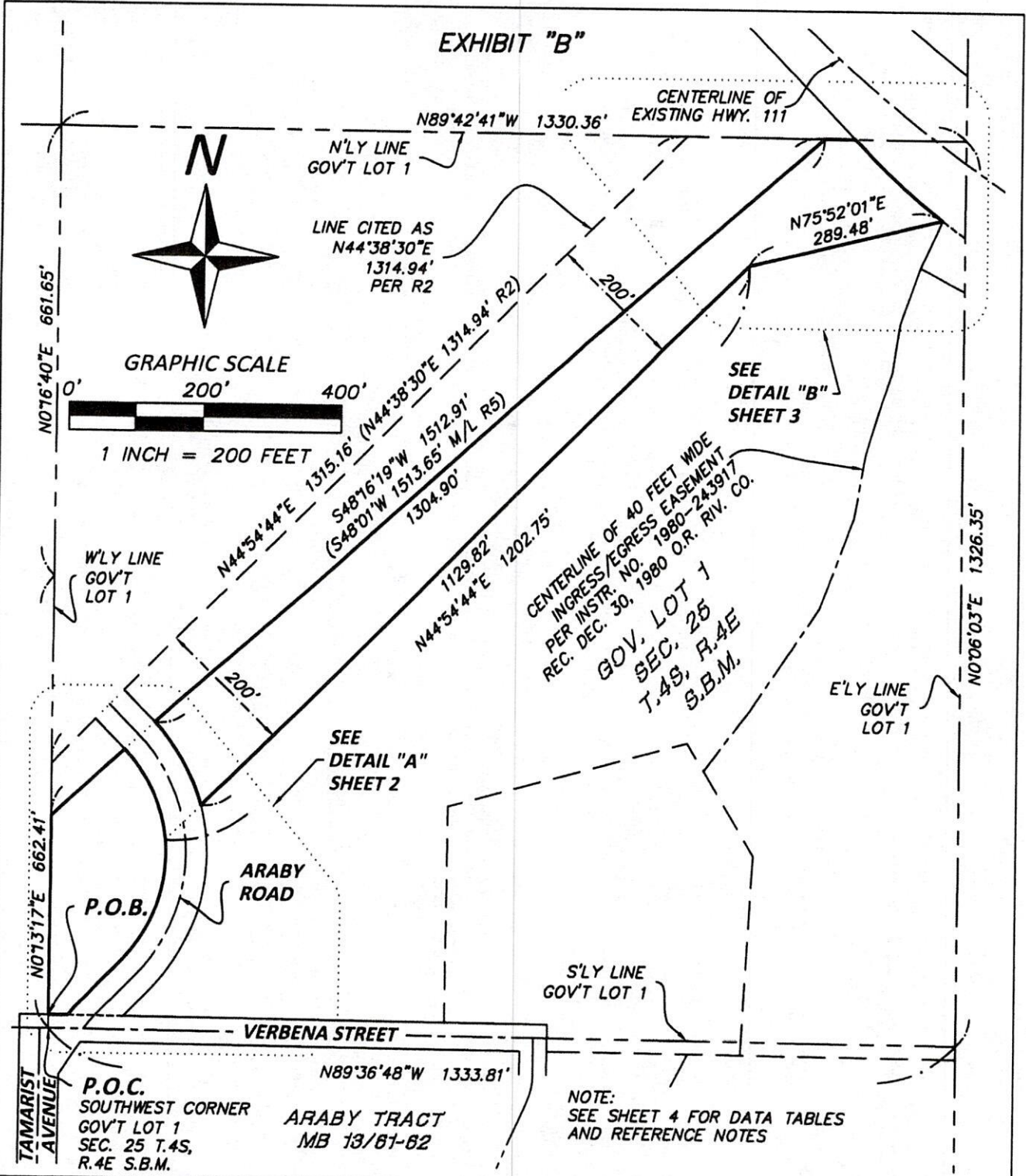



JAMES R. McNEILL

Land Surveyor No. 7752

Date: 7/16/2020

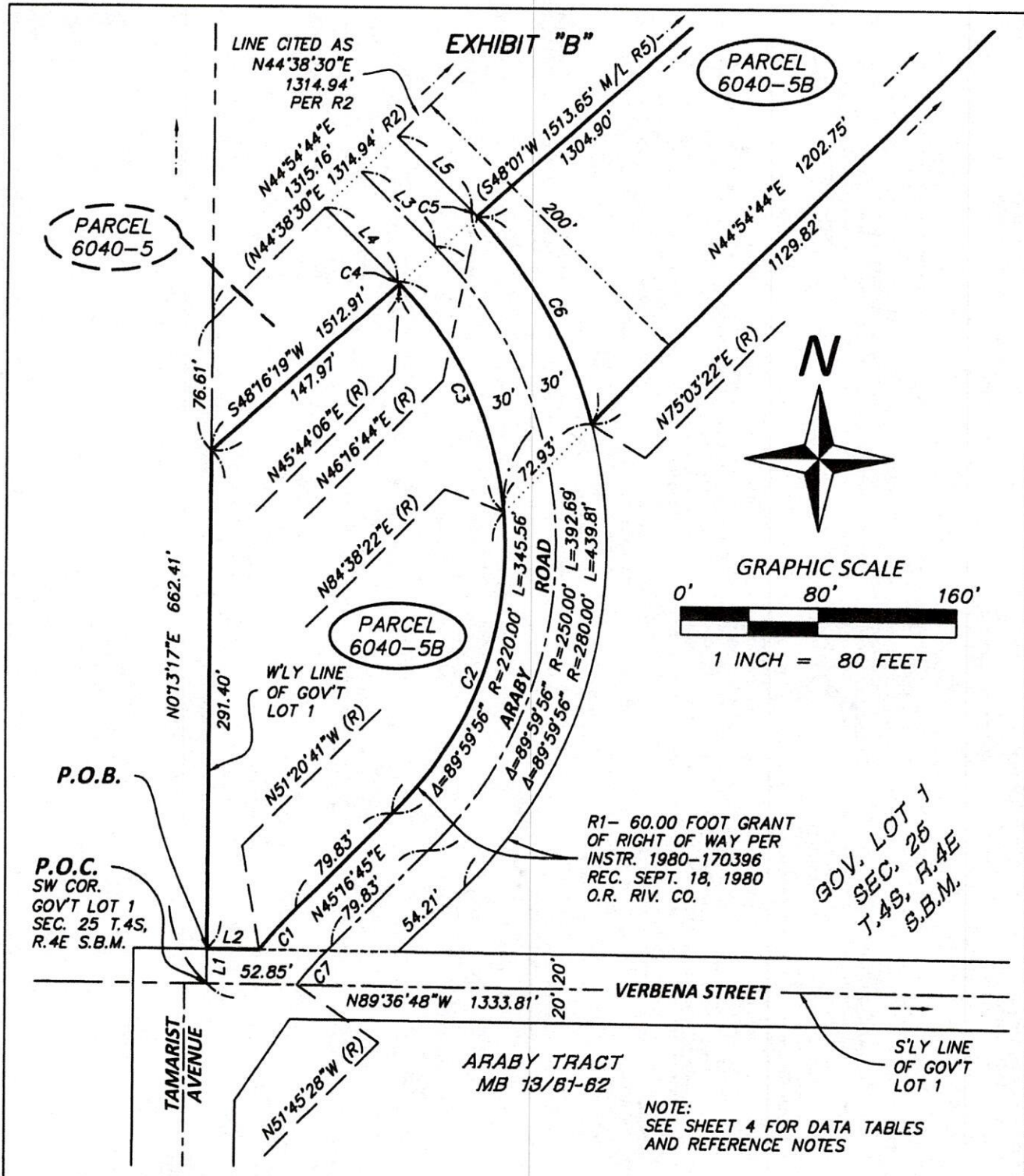
EXHIBIT "B"



RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET STREET, RIVERSIDE, CA. 92501

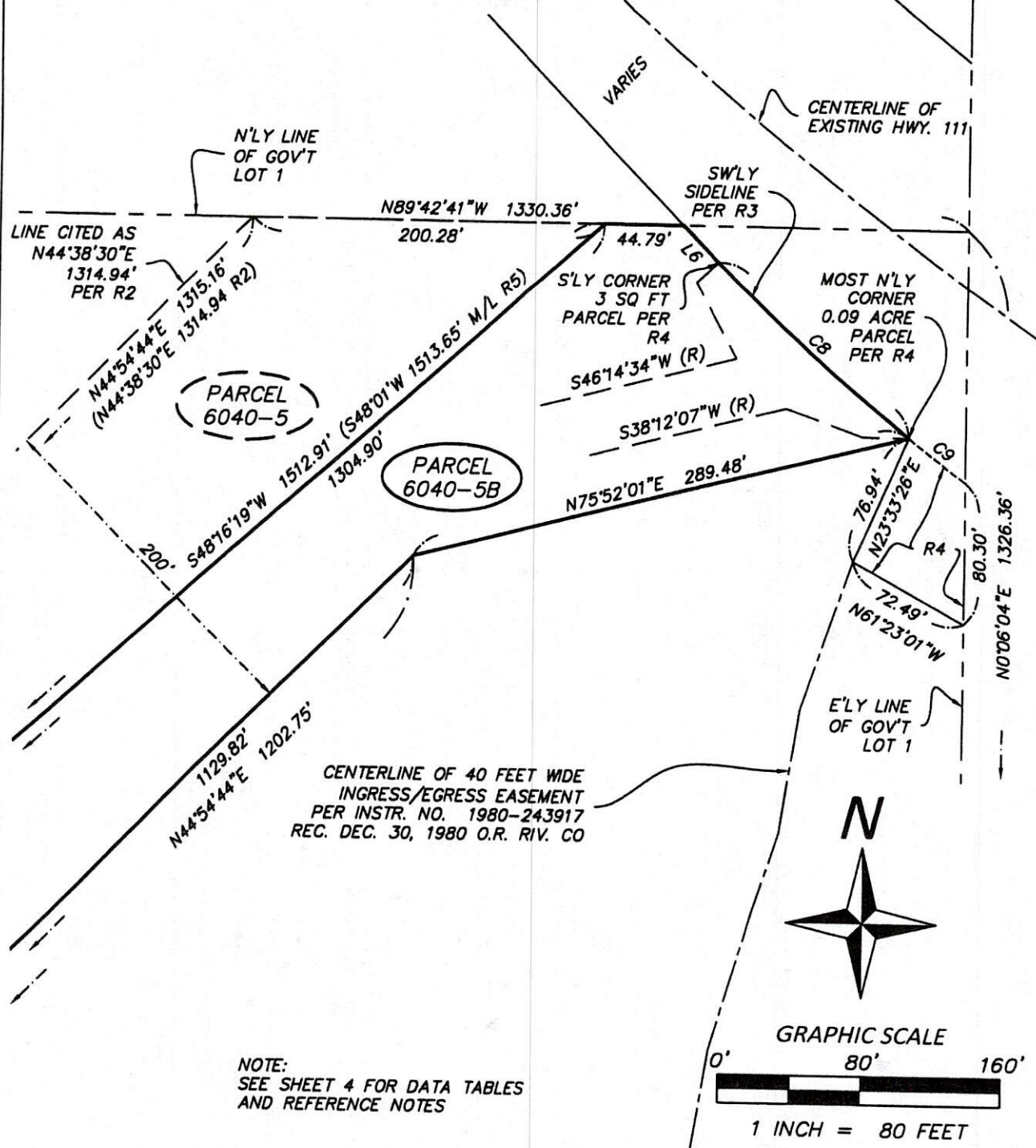
PROJECT NAME:	PALM CANYON WASH	SCALE	1"=200'	DRAWN BY	DAC
RCFC-WCD PARCEL NUMBER(S):	PARCEL 6040-5B	DATE	07/15/20	CHECK BY	SB
RCFC-WCD PROJECT NUMBER:	6-0-00040	SHEET NO.	1 OF 4		



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

PROJECT NAME:	PALM CANYON WASH	SCALE	1"=80'	DRAWN BY	DAC
RCFC-WCD PARCEL NUMBER(S):	PARCEL 6040-5B	DATE	07/15/20	CHECK BY	SB
RCFC-WCD PROJECT NUMBER:	6-0-00040	SHEET NO.	2 OF 4		

EXHIBIT "B"



NOTE:
SEE SHEET 4 FOR DATA TABLES
AND REFERENCE NOTES

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

PROJECT NAME:	PALM CANYON WASH	SCALE 1"=80'	DRAWN BY DAC
RCFC-WCD PARCEL NUMBER(S):	PARCEL 6040-5B	DATE 07/15/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	6-0-00040	SHEET NO.	3 OF 4

EXHIBIT "B"

Line Table		
LINE #	DIRECTION	LENGTH
L1	N00°13'17"E	20.00'
L2	S89°36'48"E	30.46'
L3	S44°43'15"E	61.00'
L4	S44°43'15"E	60.81'
L5	S44°43'15"E	61.19'
L6	N43°44'28"W	28.81'

Curve Table			
CURVE #	DELTA	RADIUS	LENGTH
C1	$\Delta=6^{\circ}37'25''$	279.99'	32.37'
C2	$\Delta=50^{\circ}38'21''$	220.00'	194.44'
C3	$\Delta=38^{\circ}54'16''$	220.00'	149.38'
C4	$\Delta=0^{\circ}27'20''$	219.99'	1.75'
C5	$\Delta=0^{\circ}59'58''$	279.99'	4.88'
C6	$\Delta=28^{\circ}46'38''$	280.00'	140.63'
C7	$\Delta=7^{\circ}02'13''$	249.99'	30.70'
C8	$\Delta=8^{\circ}02'27''$	1039.97'	145.95'
C9	$\Delta=2^{\circ}16'06''$	1039.97'	41.17'

REFERENCE INFORMATION :

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- R2 - BOOK O.R. 1304, PAGE 310 REC. SEPT. 21, 1951
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- R4 - BOOK O.R. 1883, PAGE 283 REC. MAR. 21, 1956
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RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
 1995 MARKET STREET, RIVERSIDE, CA. 92501

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RCFC-WCD PROJECT NUMBER:	6-0-00040	SHEET NO.	4 OF 4		