

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



ITEM: 11.5
(ID # 13835)

MEETING DATE:

Tuesday, November 17, 2020

FROM: FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Adopt Resolution No. F2020-35, Authorization to Convey Easement Interests in Real Property Over a Portion of RCFC Parcel Nos. 6060-3A, 6060-213, 6060-217, 6060-2A and 6060-215, Within Assessor's Parcel Number Nos. 508-161-002, 508-171-013, 508-172-010, 508-171-007 and 508-172-012, to the City of Palm Springs by Easement Deed, Tahquitz Creek Channel, Project No. 6-0-00060, CEQA Nothing Further Required, District 4. [\$0] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that nothing further is required pursuant to the California Environmental Quality Act (CEQA) in order to convey easement interests to the City of Palm Springs (City) for the South Palm Canyon Drive Bridge Replacement over Tahquitz Creek Channel because any potentially significant effects have been adequately analyzed in an earlier CEQA document (SCH# 2016121010) completed by the Lead Agency on April 10, 2017; and
2. Adopt Resolution No. F2020-35, Authorization to Convey Easement Interests in Real Property Over a Portion of RCFC Parcel Nos. 6060-3A, 6060-213, 6060-217, 6060-2A and 6060-215, Within Assessor's Parcel Numbers 508-161-002, 508-171-013, 508-172-010, 508-171-007 and 508-172-012, to the City of Palm Springs by Easement Deeds, Tahquitz Creek Channel, Project No. 6-0-00060; and
3. Approve the attached Right of Way Agreement for Conveyance of Real Property and Escrow Instructions (Agreement) between the Riverside County Flood Control and Water Conservation District (District) and Palm Canyon Farms, LLC, and authorize the Chairwoman of the Board of Supervisors of the District (Board) to execute the Agreement on behalf of the District; and

ACTION: 4/5 Vote Required

Jason Uhley, GENERAL MGR.-CHF FLD CNTRL ENG 11/4/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Washington 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: November 17, 2020
x c: Flood

Kecia R. Harper
Clerk of the Board

By:
Deputy

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

4. Authorize the Board to execute the Easement Deeds in favor of the City; 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.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	20/21

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The District owns RCFC Parcels 6060-3A, 6060-213, 6060-217, 6060-2A and 6060-215, within Assessor's Parcel Numbers 508-161-002, 508-171-013, 508-172-010, 508-171-007 and 508-172-012, in fee, which are associated with the Tahquitz Creek Channel.

The City has a proposed project located along South Palm Canyon Drive approximately 250 feet south of East Sunny Dunes Road and North of Mesquite Avenue (Project). The Project will include the replacement of the existing bridge and improve traffic circulation on South Palm Canyon Drive by providing a consistent roadway and sidewalk section along the Project area, which will also improve Tahquitz Creek Channel's hydraulic capacity by providing a larger and consistent channel cross-section under the bridge. This will require a Slope Easement, Channel Structure Easement and Grant of Right of Way Easement Deed (Easements) from the District to the City over a portion RCFC Parcel Nos. 6060-3A, 6060-213, 6060-217, 6060-2A and 6060-215, more particularly described in Exhibit "A" and shown in Exhibit "B" to the attached Resolution No. F2020-35, being approximately 8,008 square feet.

Pursuant to the California Water Code Appendix, Chapter 48, Section 9, the Board has the power to convey any interest in real property which it owns to other public agencies where such grant does not interfere with the use of the real property for the purposes of the District. As this will not adversely impact the District's operation and maintenance of its facility or interfere with the use of the property for the intended purposes of the District, and it was the intent with the improvements made with Tahquitz Creek Channel Project to allow the replacement of the existing bridge and improve traffic circulation, staff is recommending the Board's approval to convey the Easements to the City for their South Palm Canyon Drive Building Replacement Project at the Tahquitz Creek Channel.

CEQA Guidelines Section 15096 requires the District, as a responsible agency, to consider the environmental documents adopted by the Lead Agency and make certain findings pursuant to State CEQA Guidelines Section 15091. The proposed action is solely for easement agreements between the District and the City. The City previously adopted an Initial Study/Mitigated Negative Declaration (MND) (SCH# 2016121010) for the South Palm Canyon

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
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Drive Bridge Replacement over Tahquitz Creek Channel Project and found that the Project will have no significant impact on the environment. The District, in its limited capacity as a responsible agency, concurs with the City's findings. Nothing further is required under CEQA.

Resolution No. F2020-35 has been approved as to form by County Counsel.


Impact on Residents and Businesses

There is there is no impact to the residences or business.

ATTACHMENTS:

1. Resolution No. F2020-35
2. Vicinity Map
3. Right of Way Agreement for Conveyance of Real Property and Escrow Instructions
4. Channel Easement Deed
5. Slope Easement Deed
6. Grant of Right of Way Easement Deed

P8\234618
YK:rlp



Gregory V. Priarios, Director County Counsel 11/5/2020

BOARD OF SUPERVISORS

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

RESOLUTION NO. F2020-35

AUTHORIZATION TO CONVEY EASEMENT INTERESTS IN
REAL PROPERTY OVER A PORTION OF
RCFC PARCEL NOS. 6060-3A, 6060-213, 6060-217, 6060-2A AND 6060-215
WITHIN ASSESSOR PARCEL NUMBERS
508-161-002, 508-171-013, 508-172-010, 508-171-007 AND 508-172-012
TO THE CITY OF PALM SPRINGS BY EASEMENT DEEDS,
TAHQUITZ CREEK CHANNEL, PROJECT NO. 6-0-00060

WHEREAS, the Riverside County Flood Control and Water Conservation District
(District) owns RCFC Parcels 6060-3A, 6060-213, 6060-217, 6060-2A and 6060-215, within
Assessor Parcel Numbers 508-161-002, 508-171-013, 508-172-010, 508-171-007 and 508-172-
012, in fee, which are associated with the Tahquitz Creek Channel; and

WHEREAS, the City of Palm Springs (City) has a proposed project located along South
Palm Canyon Drive approximately 250 feet south of East Sunny Dunes Road and North of
Mesquite Avenue (Project); and

WHEREAS, the Project will include the replacement of the existing bridge and improve
traffic circulation on South Palm Canyon Drive by providing a consistent roadway and sidewalk
section along the project area, which will also improve Tahquitz Creek Channel's hydraulic
capacity by providing a larger and consistent channel cross-section under the bridge; and

WHEREAS, the Project will require a Slope Easement, Channel Structure Easement and
Grant of Right of Way Easement Deed (Easements) from the District to the City over a portion
RCFC Parcel Nos. 6060-3A, 6060-213, 6060-217, 6060-2A and 6060-215, more particularly
described in Exhibit "A" and shown in Exhibit "B" attached, being approximately 8,008 square
feet; and

WHEREAS, pursuant to the California Water Code Appendix, Ch. 48, Section 9, the
Board of Supervisors for the District has the power to grant any interest in real property it owns to
other public agencies where such grant does not interfere with the use of the real property for the
purposes of the District; and

NOV 17 2020 11.5

FORM APPROVED-GOUNTY COUNSEL
BY: WESLEY W. STAMFIELD DATE 11/17/2020

1 **WHEREAS**, the District has reviewed and approved the South Palm Canyon Drive Bridge
2 Replacement at the Tahquitz Creek Channel and finds that granting said Easements will not
3 interfere with the use of the right of way (ROW) for the intended purposes of the District; and

4 **WHEREAS**, pursuant to the California Environmental Quality Act (Public Resources
5 Code section 21000 et seq.) and the State CEQA Guidelines (14 California Code of Regulations
6 section 15000 et seq.) (CEQA) a Mitigated Negative Declaration (MND) for the South Palm
7 Canyon Drive Bridge Replacement over Tahquitz Creek Channel Project was previously prepared
8 and certified by the City, as the CEQA Lead Agency, on April 10, 2017 (State Clearinghouse No.
9 2016121010); and

10 **WHEREAS**, the City served as Lead Agency for the environmental review and analysis
11 of the Project pursuant to the requirements of CEQA; and

12 **WHEREAS**, the District has more limited approval and implementing authority over the
13 Project and thus serves only as a responsible agency for the Project pursuant to the requirements
14 of CEQA; and

15 **WHEREAS**, the Lead Agency, at a noticed public meeting, reviewed and considered the
16 Final MND, the Initial Study, a Mitigation Monitoring and Reporting Program, the Project, all oral
17 and written comments received, and certified the MND, made written findings, adopted a
18 Mitigation Monitoring and Reporting Program, and approved the Project; and

19 **WHEREAS**, the District, as a responsible agency, has verified that the Lead Agency
20 adopted MND adequately analyzes the potential environmental impacts associated with the
21 District's limited role as a responsible agency in the implementation of the Project.

22 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the
23 Board of Supervisors (Board) of the District, in regular session assembled on or after November
24 17, 2020, at or after 9:30 a.m., in its meeting room located on the 1st Floor of the County
25 Administrative Center, 4080 Lemon Street, Riverside, California, with at least four-fifths of all
26 members concurring, finds that the environmental impacts of the Project have been sufficiently
27 assessed pursuant to the State CEQA Guidelines and have determined that nothing further is
28 required in order to comply with CEQA.

1 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that this Board
2 approves the Right of Way Agreement for Conveyance of Real Property and Escrow Instructions
3 between the District and the City, and authorizes the Chairwoman of the Board of Supervisors of
4 the District to execute the same on behalf of the District.

5 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** by a vote of this
6 Board that this Board finds that the proposed conveyance of easements would not interfere with
7 the use of the ROW for the District's intended purposes.

8 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board authorizes
9 the conveyance of a Slope Easement, Channel Structure Easement and Grant of Right of Way
10 Easement Deed to the City over a portion of real property identified with APNs 508-161-002, 508-
11 171-013, 508-172-010, 508-171-007 and 508-172-012, also referenced as RCFC Parcel Nos.
12 6060-3A, 6060-213, 6060-217, 6060-2A and 6060-215, more particularly described in Exhibit "A"
13 and shown in Exhibit "B" attached, being approximately 8,008 square feet.

14 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the
15 Chairwoman of the Board of Supervisors of the District is authorized to execute the Easement
16 Deeds on behalf of the District.

17 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the General
18 Manager-Chief Engineer or his designee is authorized to execute any other documents and
19 administer all actions necessary to complete this transaction.

20
21 ROLL CALL:

22 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
23 Nays: None
24 Absent: None

YK:rlp

25
26
27 The foregoing is certified to be a true copy of a
resolution duly adopted by said Board of Super-
visors on the date therein set forth.


28 KECIA R. HARPER - Clerk of said Board
By  Deputy

Exhibit "A"

LEGAL DESCRIPTION OF THE AREA

EXHIBIT "A"
LEGAL DESCRIPTION
APN 508-161-002 RIV. CO. FLOOD CONTROL

RIGHT-OF-WAY AREA:

THAT PORTION OF THAT CERTAIN REAL PROPERTY, IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED IN CORPORATION GRANT DEED FROM PALM SPRING TAHQUITZ COMPANY, A CORPORATION TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, A BODY CORPORATE AND POLITIC, RECORDED JANUARY 12, 1949 IN BOOK 1043, PAGE 513 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN LOT 13 IN SECTION 23 OF PALM VALLEY COLONY LANDS AS SHOWN BY MAP ON FILE IN BOOK 14, PAGE 652 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF BLOCK "F" OF TAHQUITZ RIVER ESTATES NO. 2, AS SHOWN BY MAP ON FILE IN BOOK 22, PAGES 76 AND 77, OF MAPS, RECORDS OF RIVERSIDE COUNTY, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF SOUTH PALM CANYON DRIVE (STATE HWY NO. 111) (40.00 FEET HALF WIDTH EASTERLY) AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 57, PAGES 3 TO 16, INCLUSIVE OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY;

THENCE NORTH 76°21'57" WEST ALONG THE NORTHWESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID BLOCK "F", A DISTANCE OF 10.34 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SOUTH PALM CANYON DRIVE (FORMERLY STATE HIGHWAY) (30.00 FEET HALF WIDTH) AS SHOWN ON SAID TAHQUITZ RIVER ESTATES NO. 2, SAID EASTERLY RIGHT OF WAY LINE ALSO BEING THE WESTERLY LINE OF SAID BOOK 1043, PAGE 513 OF OFFICIAL RECORDS;

THENCE NORTH 01°01'27" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 96.61 FEET TO THE BEGINNING OF TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1452.27 FEET;

THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL OF 02°36'59", AN ARC DISTANCE OF 66.32 TO AN ANGLE POINT THEREOF;

THENCE RADIALLY FROM SAID CURVE, NORTH 86°21'33" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF NORTH RIVERSIDE DRIVE (VARIABLE HALF WIDTH WESTERLY) AS SHOWN ON SAID TAHQUITZ RIVER ESTATES NO. 2;

EXHIBIT "A"
LEGAL DESCRIPTION
APN 508-161-002 RIV. CO. FLOOD CONTROL

THENCE SOUTH 18°16'32" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 17.24 FEET TO A POINT THEREON;

THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE, SOUTH 03°43'09" EAST, A DISTANCE OF 136.34 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 50.00 FEET EASTERLY, MEASURED AT A RIGHT ANGLE, TO THE CENTERLINE OF SAID SOUTH PALM CANYON DRIVE;

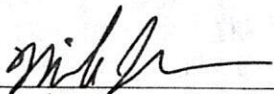
THENCE SOUTH 01°01'27" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 15.94 FEET TO A POINT ON SAID SOUTHERLY LINE OF BLOCK "F";

THENCE NORTH 76°21'57" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 10.34 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2,767 SQUARE FEET (0.0635 ACRES), MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION



Michael E. Johnson, L.S. 7673

7/07/20
Date

Prepared By: AL
Checked By: mg



EXHIBIT "A"
LEGAL DESCRIPTION
APN 508-171-007 RIV. CO. FLOOD CONTROL
CHANNEL STRUCTURE EASEMENT

RIGHT-OF-WAY AREA:

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF LOT 13 OF PALM VALLEY COLONY LANDS AS SHOWN BY MAP ON FILE IN BOOK 14 PAGE 652 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, LYING WITHIN SECTION 23, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEASTERLY CORNER OF PARCEL 6060-116, AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 57, PAGES 3 TO 16, INCLUSIVE OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, SAID POINT BEING ON THE NORTHEASTERLY LINE OF THAT PARCEL OF LAND CONVEYED TO PALM SPRINGS MASONIC TEMPLE ASSOCIATION, A CORPORATION, BY THAT CERTAIN DEED RECORDED NOVEMBER 18, 1948, IN BOOK 1027, PAGE 499 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF PALM CANYON DRIVE (40.00 FEET HALF WIDTH WESTERLY) AS SHOWN ON SAID RECORD OF SURVEY;

THENCE SOUTH 65°20'41" EAST ALONG THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF SAID PARCEL 6060-116, A DISTANCE OF 11.10 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SOUTH PALM CANYON DRIVE (FORMERLY STATE HIGHWAY) (30.00 FEET HALF WIDTH WESTERLY) AS SHOWN BY MAP OF TAQUITZ RIVER ESTATES NO. 2 SUBDIVISION ON FILE IN BOOK 22, PAGES 76 TO 77 OF MAPS, RECORDS OF RIVERSIDE COUNTY;

THENCE NORTH 01°01'27" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 109.49 FEET TO THE SOUTHERLY LINE OF THAT EASEMENT CONVEYED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED JANUARY 12, 1949 IN BOOK 1043, PAGE 517 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY;

THENCE NORTH 70°29'24" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 10.68 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 10.00 FEET WESTERLY, MEASURED AT A RIGHT ANGLE, FROM SAID WESTERLY RIGHT OF WAY LINE AS SHOWN ON TAQUITZ RIVER ESTATES NO. 2 SUBDIVISION, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF PALM CANYON DRIVE AS SHOWN ON SAID RECORD OF SURVEY;

EXHIBIT "A"
LEGAL DESCRIPTION
APN 508-171-007 RIV. CO. FLOOD CONTROL
CHANNEL STRUCTURE EASEMENT

THENCE NORTH 01°01'27" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE AS SHOWN ON SAID RECORD OF SURVEY, A DISTANCE OF 16.02 FEET TO THE NORTHEAST CORNER OF PARCEL 6060-115A AS SHOWN ON SAID RECORD OF SURVEY;

THENCE NORTH 70°29'24" WEST ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 6060-115A, A DISTANCE OF 10.68 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 50.00 FEET WESTERLY, MEASURED AT A RIGHT ANGLE, FROM THE CENTERLINE OF SAID SOUTH PALM CANYON DRIVE OF SAID RECORD OF SURVEY;


THENCE SOUTH 01°01'27" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 123.38 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL 6060-116;

THENCE SOUTH 65°20'41" EAST ALONG SAID SOUTHWESTERLY LINE OF SAID PARCEL 6060-116, A DISTANCE OF 11.10 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2329 SQUARE FEET (0.054 ACRES), MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION



Michael E. Johnson, L.S. 7673

7/07/20

Date

Prepared By: AL
Checked By: ME



EXHIBIT "A"
LEGAL DESCRIPTION
APN 508-171-013 RIV. CO. FLOOD CONTROL

RIGHT-OF-WAY AREA:

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF LOT 13 OF PALM VALLEY COLONY LANDS AS SHOWN BY MAP ON FILE IN BOOK 14 PAGE 652 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, LYING WITHIN SECTION 23, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEASTERLY CORNER OF PARCEL 6060-116, AS SHOWN ON RECORD OF SURVEY FILED APRIL 8, 1971, IN BOOK 57, PAGES 3 TO 16, INCLUSIVE OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, SAID POINT BEING ON THE NORTHEASTERLY LINE OF THAT PARCEL OF LAND CONVEYED TO PALM SPRINGS MASONIC TEMPLE ASSOCIATION, A CORPORATION, BY DEED RECORDED NOVEMBER 18, 1948, IN BOOK 1027, PAGE 499 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF PALM CANYON DRIVE (40.00 FEET HALF WIDTH WESTERLY) AS SHOWN ON SAID RECORD OF SURVEY;

THENCE NORTH 65°20'41" WEST ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 6060-116, A DISTANCE OF 11.10 FEET TO A POINT ON A LINE PARALLEL WITH DISTANT 50.00 FEET WESTERLY, MEASURED AT A RIGHT ANGLE, FROM THE CENTERLINE OF SAID PALM CANYON DRIVE;

THENCE SOUTH 01°01'27" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 8.50 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF PARCEL 6060-213 AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 77, PAGES 1 TO 5, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY;

THENCE SOUTH 83°30'22" EAST ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 10.09 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL 6060-213, SAID POINT BEING ON SAID WESTERLY RIGHT OF WAY LINE;


EXHIBIT "A"
LEGAL DESCRIPTION
APN 508-171-013 RIV. CO. FLOOD CONTROL

THENCE NORTH 01°01'27" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 5.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 68 SQUARE FEET (0.0016 ACRES), MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION



Michael E. Johnson, L.S. 7673

7/07/20
Date



Prepared By: AL
Checked By: 97

EXHIBIT "A"
LEGAL DESCRIPTION
APN 508-172-010 RIV. CO. FLOOD CONTROL

RIGHT-OF-WAY AREA:

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF BLOCK "C" OF TAHQUITZ RIVER ESTATES NO. 2 AS SHOWN BY MAP ON FILE IN BOOK 22 PAGES 76 AND 77, OF MAPS, RECORDS OF SAID COUNTY, LYING WITHIN SECTION 23, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK "C";

THENCE SOUTH 01°01'27" EAST ALONG THE WEST LINE OF SAID BLOCK "C", SAID WEST LINE ALSO BEING THE EASTERLY RIGHT OF WAY LINE OF SOUTH PALM CANYON DRIVE (40.00 FEET HALF WIDTH EASTERLY), AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 57, PAGES 3 TO 16, INCLUSIVE OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, A DISTANCE OF 21.21 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 20.00 FEET SOUTHERLY, MEASURED AT A RIGHT ANGLE, TO THE NORTHERLY LINE OF SAID BLOCK "C";

THENCE SOUTH 71°35'27" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 10.60 TO A POINT ON A LINE PARALLEL WITH AND DISTANT 50.00 FEET EASTERLY, MEASURED AT A RIGHT ANGLE TO THE CENTERLINE OF SAID SOUTH PALM CANYON DRIVE,

THENCE NORTH 01°01'27" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 21.21 FEET TO A POINT ON SAID NORTHERLY LINE OF BLOCK "C";

THENCE NORTH 71°35'27" WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 10.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 212 SQUARE FEET (0.005 ACRES), MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION



Michael E. Johnson, L.S. 7673

7/07/20

Date

Prepared By: AL
Checked By: mf



EXHIBIT "A"
LEGAL DESCRIPTION
APN 508-172-012 RIV. CO. FLOOD CONTROL
CHANNEL STRUCTURE EASEMENT

RIGHT-OF-WAY AREA:

THAT PORTION OF THAT CERTAIN REAL PROPERTY, IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED IN CORPORATION GRANT DEED FROM PALM SPRING TAHQUITZ COMPANY, A CORPORATION TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, A BODY CORPORATE AND POLITIC, RECORDED JANUARY 12, 1949 IN BOOK 1043, PAGE 513 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN LOT 13 IN SECTION 23 OF PALM VALLEY COLONY LANDS AS SHOWN BY MAP ON FILE IN BOOK 14, PAGE 652 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID BLOCK "C" OF TAHQUITZ RIVER ESTATES NO. 2, AS SHOWN BY MAP ON FILE IN BOOK 22, PAGES 76 AND 77 OF MAPS, RECORDS OF RIVERSIDE COUNTY;

THENCE NORTH 71°35'27" WEST ALONG THE NORTHWESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID BLOCK "C" TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SOUTH PALM CANYON DRIVE (FORMERLY STATE HIGHWAY) (30.00 FEET HALF WIDTH) AS SHOWN ON SAID TAHQUITZ RIVER ESTATES NO. 2, SAID EASTERLY RIGHT OF WAY LINE ALSO BEING THE WESTERLY LINE OF SAID BOOK 1043, PAGE 513 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH 01°01'27" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 94.82 FEET TO A POINT THEREON, SAID POINT BEING THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE WITH THE SOUTHERLY LINE OF BLOCK "F" OF SAID TAHQUITZ RIVER ESTATES NO. 2;

THENCE SOUTH 76°21'57" EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 20.67 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 50.00 FEET EASTERLY, MEASURED AT A RIGHT ANGLE, TO THE CENTERLINE OF SAID SOUTH PALM CANYON DRIVE;

THENCE SOUTH 01°01'27" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 96.65 FEET TO A POINT ON SAID NORTHERLY LINE OF BLOCK "C";


EXHIBIT "A"
LEGAL DESCRIPTION
APN 508-172-012 RIV. CO. FLOOD CONTROL
CHANNEL STRUCTURE EASEMENT

**THENCE NORTH 71°35'27" WEST ALONG SAID NORTHERLY LINE, A
DISTANCE OF 10.60 FEET TO THE POINT OF BEGINNING.**

CONTAINING 1,915 SQUARE FEET (0.044ACRES), MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION



Michael E. Johnson, L.S. 7673

7/07/20
Date



Prepared By: AL
Checked By: mf

Exhibit "B"

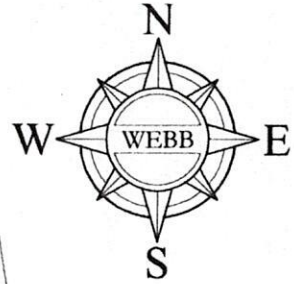
DEPICTION OF THE AREA

EXHIBIT "B"

APN 508-161-002 RIV. CO. FLOOD CONTROL

NOTE

() RECORD DATA PER MB 22/76-77.



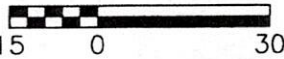
CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	1452.27'	2°36'59"	66.32'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N76°21'57"W	10.34'
L2	N01°01'27"W	96.61'
L3	N86°21'33"E	10.00'
L4	S18°16'32"E	17.24'
L5	S03°43'09"E	136.34'
L6	S01°01'27"E	15.94'
L7	N76°21'57"W	10.34'

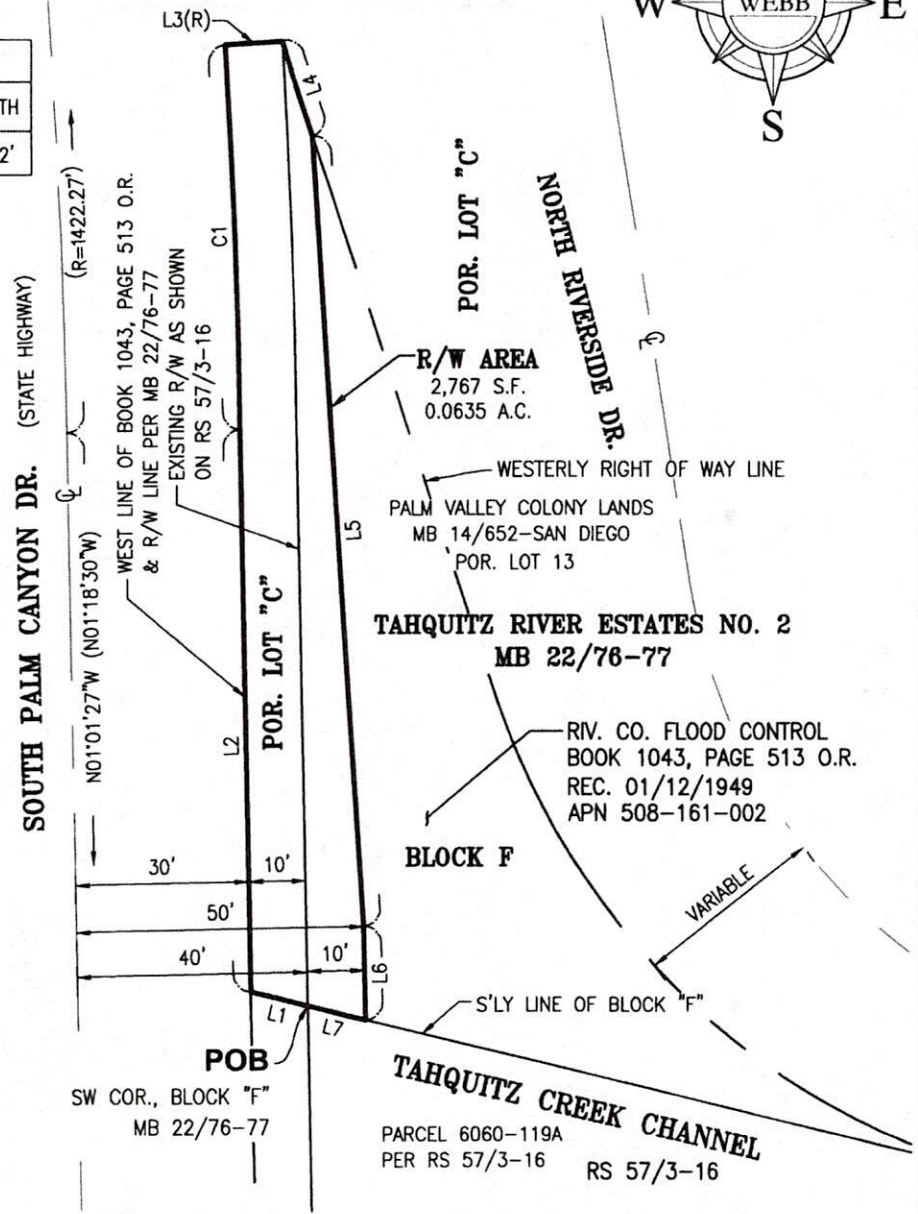


7/07/20

1" = 30'



SEC. 23, T4S, R4E, SBM



ALBERT A.
WEBB
ASSOCIATES

CITY OF PALM SPRINGS

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THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT.
ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1 W.O. 14-262

SCALE: 1"=30'

DRWN BY JCR
CHKD BY MEJ

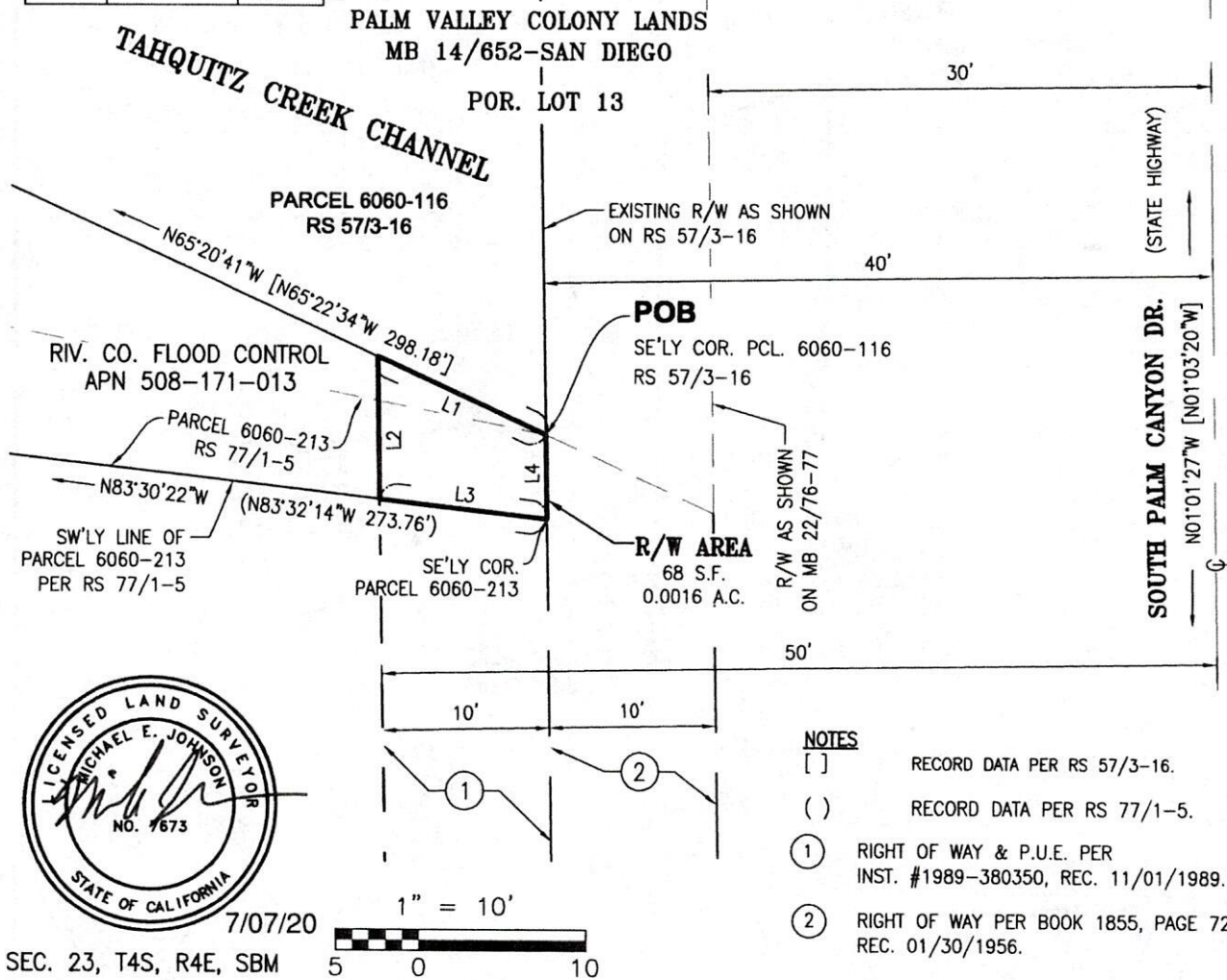
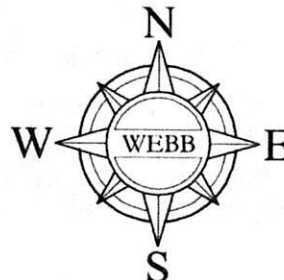
DATE 2/05/2019
DATE

SUBJECT: RIGHT-OF-WAY

EXHIBIT "B"

APN 508-171-013 RIV. CO. FLOOD CONTROL

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N65°20'41"W	11.10'
L2	S01°01'27"E	8.50'
L3	S83°30'22"E	10.09'
L4	N01°01'27"W	5.01'



- NOTES**
- [] RECORD DATA PER RS 57/3-16.
 - () RECORD DATA PER RS 77/1-5.
 - ① RIGHT OF WAY & P.U.E. PER INST. #1989-380350, REC. 11/01/1989.
 - ② RIGHT OF WAY PER BOOK 1855, PAGE 72 D.R., REC. 01/30/1956.

SEC. 23, T4S, R4E, SBM

ALBERT A.
WEBB
 ASSOCIATES

CITY OF PALM SPRINGS

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SHEET 1 OF 1 W.O. 14-262

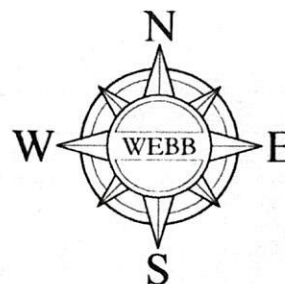
SCALE: 1"=10' DRWN BY JCR DATE 1/28/2019 SUBJECT: RIGHT-OF-WAY
 CHKD BY MEJ DATE

EXHIBIT "B"

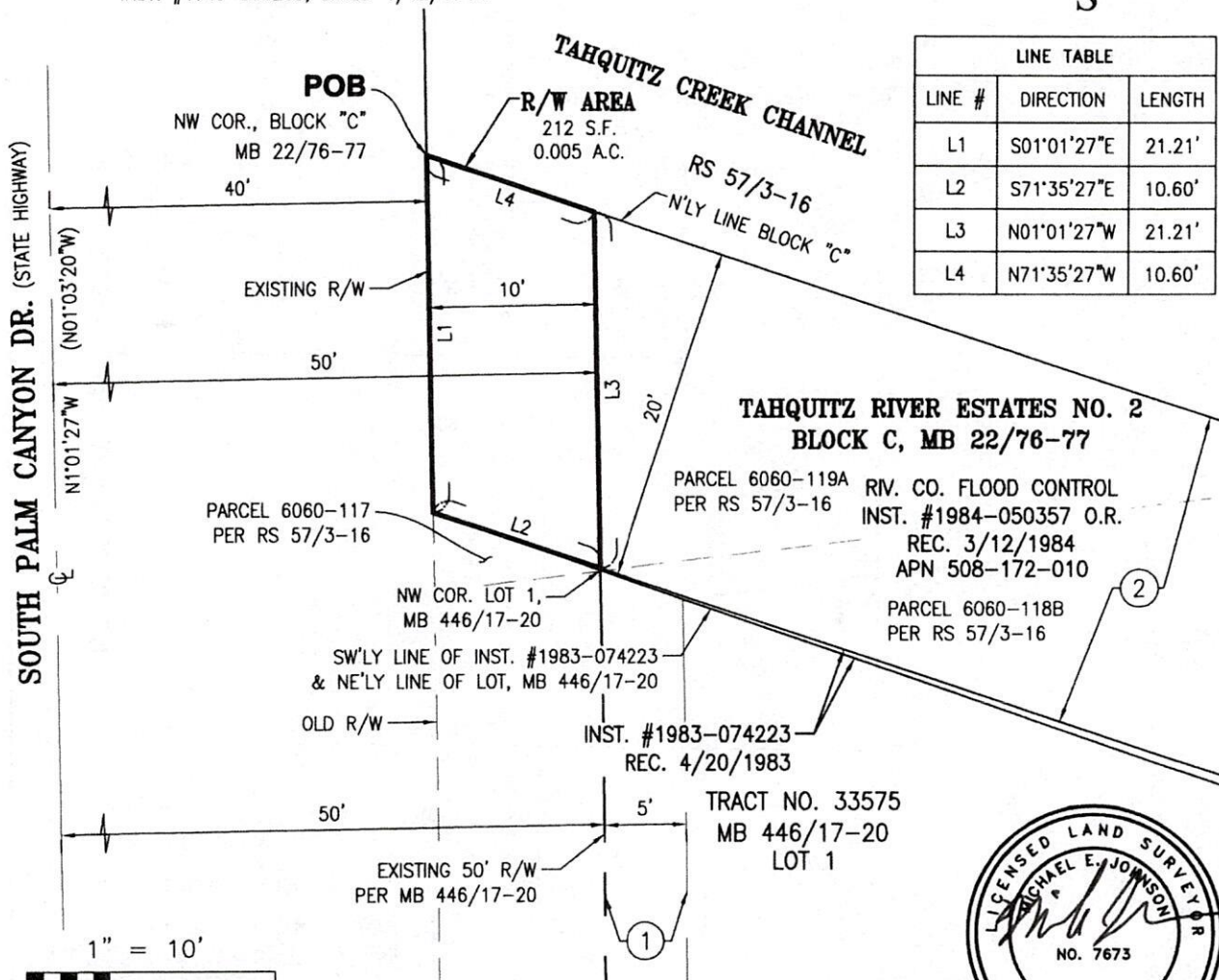
APN 508-172-010 RIV. CO. FLOOD CONTROL

NOTES

- () RECORD DATA PER MB 446/17-20.
- ① 5' VERIZON EASEMENT PER INST. #2016-324108, REC. 8/01/2016.
- ② 20' INGRESS AND EGRESS EASEMENT PER INST. #1949-001260, DATED 1/12/1949.



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S01°01'27"E	21.21'
L2	S71°35'27"E	10.60'
L3	N01°01'27"W	21.21'
L4	N71°35'27"W	10.60'



7/07/20

SEC. 23, T4S, R4E, SBM



CITY OF PALM SPRINGS

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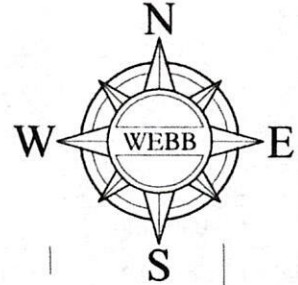
SHEET 1 OF 1 W.O. 14-262

SCALE: 1"=10' DRWN BY JCR DATE 2/04/2019 SUBJECT: RIGHT-OF-WAY
 CHKD BY MEJ DATE _____

EXHIBIT "B"

Channel Structure Easement

APN 508-171-007 RIV. CO. FLOOD CONTROL



NOTES

- ① 10' PUBLIC HIGHWAY & PUBLIC UTILITY EASEMENT PER BOOK 1710, PAGE 227 O.R., REC. 03/21/1955.
 - ② EASEMENT FOR FLOOD CONTROL AND WATER CONSERVATION PURPOSES AND OTHER PURPOSES PER BOOK 1043, PAGE 517 O.R., REC. 1/12/1949.
 - ③ QUITCLAIMED BY RCFC PER BOOK 1812, PAGE 258 O.R. REC. 10/26/1955.
- [] RECORD DATA PER RS 57/3-16

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S65°20'41"E	11.10'
L2	N01°01'27"W	109.49'
L3	N70°29'24"W	10.68'
L4	N01°01'27"W	16.02'
L5	N70°29'24"W	10.68'
L6	S01°01'27"E	123.38'
L7	S65°20'41"E	11.10'

PALM VALLEY COLONY LANDS
MB 14/652-SAN DIEGO
 SE COR. OF BOOK. 1043,
 POR. LOT 13 PAGE 517 (1/12/1949)

PARCEL 6060-116
 RS 57/3-16

RIV. CO. FLOOD CONTROL
 APN 508-171-007

TARQUITZ CREEK CHANNEL
 R/W AREA
 2329 S.F.
 0.054 A.C.

EXISTING R/W AS
 SHOWN ON RS 57/3-16

REC. 11/18/1948 NE'LY LINE OF BOOK 1027, PAGE 499 O.R.
 & SW'LY LINE OF PARCEL 6060-116
 PARCEL 6060-115B
 RS 57/3-16

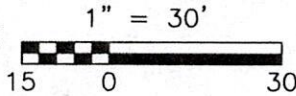
POR. BOOK 1027, PAGE 499 O.R.
 REC. 11/18/48

SE COR. PCL. 6060-116
 RS 57/3-16

THE MOST NE'LY COR. OF BOOK 1027,
 PAGE 499 O.R., REC. 11/18/1948



7/07/20



SEC. 23, T4S, R4E, SBM

15 0 30

ALBERT A. WEBB ASSOCIATES

CITY OF PALM SPRINGS

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 ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O.
 14-262

SCALE: 1"=30'

DRWN BY JCR
 CHKD BY MEJ

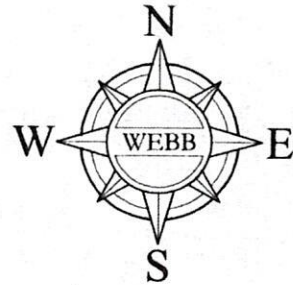
DATE 1/16/2019
 DATE

SUBJECT: RIGHT-OF-WAY DEDICATION

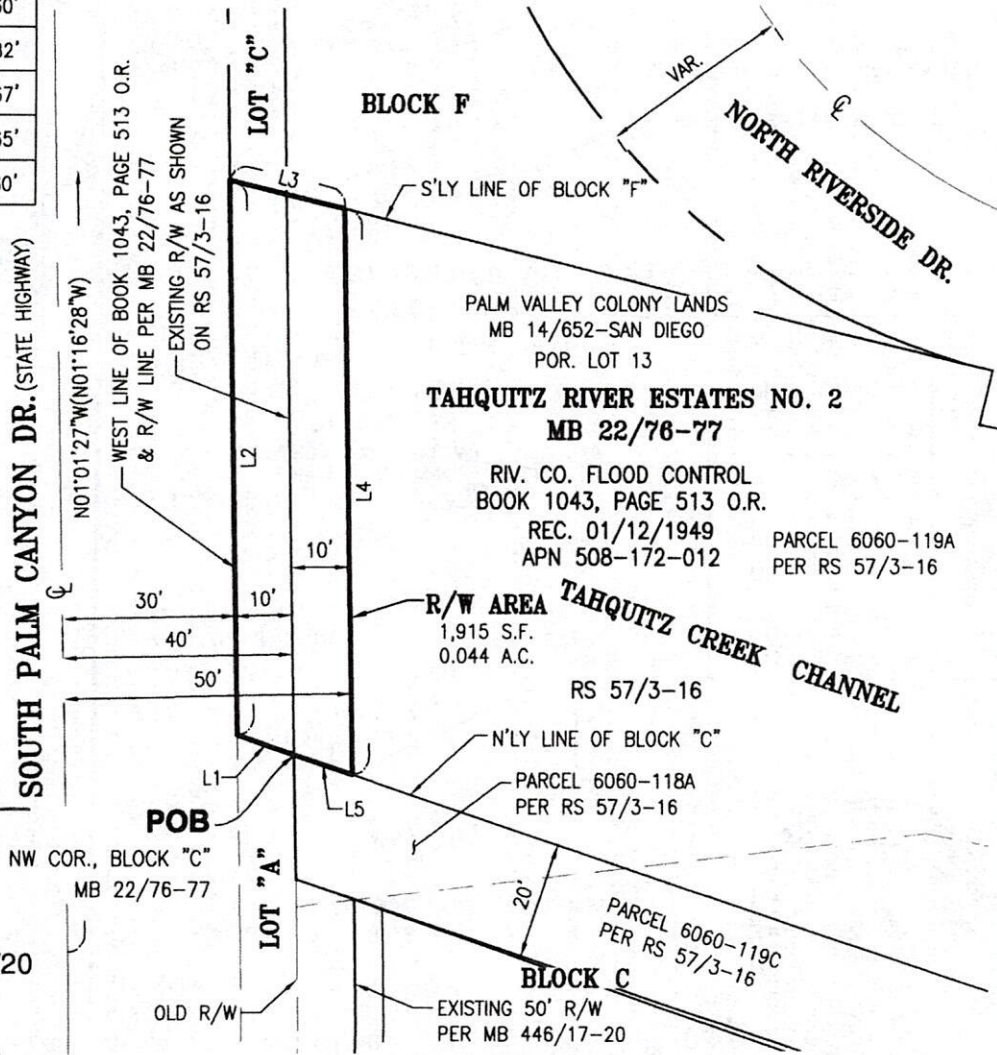
EXHIBIT "B"

CHANNEL STRUCTURE EASEMENT

APN:508-172-012 RV. CO. FLOOD CONTROL



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N71°35'27"W	10.60'
L2	N01°01'27"W	94.82'
L3	S76°21'57"E	20.67'
L4	S01°01'27"E	96.65'
L5	N71°35'27"W	10.60'



7/07/20

1" = 30'



SEC. 23, T4S, R4E, SBM

NOTE
() RECORD DATA PER MB 446/17-20.

ALBERT A.
WEBB
ASSOCIATES

CITY OF PALM SPRINGS

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THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT.
ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1
W.O.
14-262

SCALE: 1"=30' DRWN BY JCR DATE 2/04/2019
CHKD BY MEJ DATE _____ SUBJECT: **RIGHT-OF-WAY**

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147

Thank you

PROJECT: South Palm Canyon Drive Bridge Replacement at Tahquitz Creek Channel
Project No.: 12-02, BRLS-5282 (042)
APN(s): 508-161-002, 508-171-007, 508-171-013,
508-172-010 and 508-172-012

**RIGHT OF WAY AGREEMENT FOR CONVEYANCE OF REAL PROPERTY
AND ESCROW INSTRUCTIONS**

This RIGHT OF WAY AGREEMENT FOR CONVEYANCE OF REAL PROPERTY AND ESCROW INSTRUCTIONS, (the "**Agreement**"), is made and entered into as of _____, 20__ , by and between the **CITY OF PALM SPRINGS, a California charter City and municipal corporation, ("Buyer")**, and **Riverside County Flood Control and Water Conservation District, a body politic, ("Seller")**, with references to the following facts. Buyer and Seller are individually referred to as "Party," and collectively referred to as the "Parties".

RECITALS

A. Seller is the owner of certain real property located in the City of Palm Springs, (the "**City**"), the County of Riverside, (the "**County**"), State of California, (the "**State**"), which is identified by Assessor Parcel Number(s) **508-161-002, 508-171-007, 508-171-013, 508-172-010 & 508-172-012**, (referred to as the "**Property**").

B. Buyer desires to acquire from Seller easement interests over a portion of the Property, more particularly described and depicted on **Exhibits A and B** attached hereto, (collectively referred to as the ("**Rights-of-Way**"), for various public purposes including street rights-of-way and public utilities.

C. Seller desires to convey to Buyer, and Buyer desires to acquire from Seller the Rights-of-Way in accordance with the terms and conditions contained in this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by Seller, Buyer and Seller hereby agree as follows:

AGREEMENT

1. PURCHASE AND SALE.

1.1 Agreement to Buy and Sell. Subject to the terms and conditions set forth herein, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to acquire and purchase from Seller, the Rights-of-Way. As used herein the "Rights-of-Way" shall include the real property legally described and depicted on **Exhibits A and B**, and all of Seller's right, title and interest in and to any and all entitlements, tenements, hereditaments, easements, easement rights, rights to half-widths of all adjacent public streets and public rights of way, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges appurtenant thereto and all improvements located thereon.

NOV 17 2020 11.5

1.2 Purchase Price. The purchase price, ("**Purchase Price**"), for the Rights-of-Way shall be **One Hundred Seven Thousand Dollars and No Cents (\$107,000.00)** payable as cash at closing, plus applicable escrow, associated fees, and other charges.

1.3 Full and Complete Settlement. Seller hereby acknowledges that the compensation paid to Seller through this Agreement constitutes the full and complete settlement of any and all claims against Buyer, by reason of Buyer's acquisition of the Rights-of-Way, specifically including, but not limited to, any and all rights or claims that Seller has, may have or may in the future have under Article 1, Section 19 of the California Constitution, the Eminent Domain Law, or any other law or regulation, except as provided herein Seller, on behalf of itself and its successors and assigns, hereby expressly and unconditionally waives and releases and discharges Buyer and any and all of Buyer's employees, agents, officers, servants, representatives, contractors, attorneys, partner agencies and assigns from liability in regard to any and all claims for damages, severance damages, interest, loss of goodwill, lost profits, lost rents, damages to or loss of improvements pertaining to the realty, machinery, fixtures, inventory, equipment and/or personal property, claims for inverse condemnation, pre-condemnation damages, any right to challenge Buyer's adoption of a resolution of necessity, any right to receive notices pursuant to Code of Civil Procedure section 1245.235, any right to enforce any obligation placed upon Buyer pursuant to the Eminent Domain Law, any other rights conferred upon Seller pursuant to the Eminent Domain Law, any claims for litigation expenses, attorney's fees, statutory interest and/or costs or any other compensation or benefits, other than for payment of the Purchase Price, it being understood that the Purchase Price constitutes complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever, whether known or unknown as of the date of this Agreement, relating to or in connection with the Rights-of-Way or any other rights granted under this Agreement.

2. ESCROW AND CLOSING.

2.1 Opening of Escrow. Within fourteen (14) business days after execution of this Agreement by the last of Seller or Buyer, Buyer shall open an escrow, (the "**Escrow**"), with Lawyers Title Company, at the address set forth in Section 8.12, ("**Escrow Holder**"), by depositing with Escrow Holder this Agreement fully executed, or executed counterparts hereof. The date this fully executed Agreement is signed and accepted by Escrow Holder on the last page hereof shall be deemed the "**Opening of Escrow**" and Escrow Holder shall advise Buyer and Seller of such date in writing. The escrow instructions shall incorporate this Agreement as part thereof and shall contain such other standard and usual provisions as may be required by Escrow Holder, provided, however, that no escrow instructions shall modify or amend any provision of this Agreement, unless expressly set forth in writing by mutual consent of Buyer and Seller. In the event there is a conflict between any such standard or usual provisions and the provisions of this Agreement, the provisions of this Agreement shall control.

2.2 Escrow Fees and Other Charges. At the Close of Escrow, Buyer agrees to pay all of Seller's and Buyer's escrow fees, charges and costs incurred in this transaction.

2.3 Closing Date; Conditions Precedent to Close of Escrow. Provided all of the conditions precedent set forth in this Section 2.3 have been satisfied (or are in a position to be satisfied concurrently with the Close of Escrow), the Close of Escrow shall occur on or before _____ (the "**Closing Date**"), unless otherwise extended by mutual agreement. As used in this Agreement, the "**Close of Escrow**" shall mean the date the **Grant of Right-of-Way**

Easement Deed, Slope Easement Deed and Channel Structure Easement Deed, as provided in Section 2.4.2(a) hereof ("**Grant of Right-of-Way Easement Deed, Slope Easement Deed and Channel Structure Easement Deed**"), is recorded in the Official Records of the County.

2.3.1 Conditions to Buyer's Obligations. The Close of Escrow and Buyer's obligation to purchase the Rights-of-Way are subject to the satisfaction of the following conditions or Buyer's written waiver of such conditions on or before the Closing Date. Buyer may waive in writing any or all of such conditions in its sole and absolute discretion.

(a) The Purchase Price shall have been determined in accordance with Section 1.2; and

(b) Seller shall have performed all obligations to be performed by Seller pursuant to this Agreement; and

(c) No event or circumstance shall have occurred which would make any of Seller's representations, warranties and covenants set forth herein untrue as of the Close of Escrow; and

(d) There shall have occurred no material adverse change in the physical condition of the Property (such as those caused by natural disasters) which would render the Rights-of-Way unsuitable for Buyer's intended use or which would materially increase the cost or cause a material delay in the schedule for Buyer's planned improvements of the Rights-of-Way; and

(e) The Title Company shall be committed to issue to Buyer, as of the Closing Date, the Title Policy (defined below) covering the Rights-of-Way, subject only to the Permitted Exceptions; and

(f) All monetary encumbrances, if any, shall have been reconveyed and title shall be conveyed free of all monetary encumbrances. Title to the Rights-of-Way shall be conveyed to Buyer free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases and taxes except for any non-delinquent taxes for the fiscal year in which this transaction closes which shall be cleared and paid in the manner required by Section 4986 of the Revenue and Taxation Code, if unpaid at the close of this transaction.

2.3.2 Conditions to Seller's Obligations. The Close of Escrow and Seller's obligation to sell and convey the Rights-of-Way are subject to the satisfaction of the following conditions or Seller's written waiver of such conditions on or before the Closing Date. Seller may waive in writing any or all of such conditions as a condition to the Close of Escrow in its sole and absolute discretion.

(a) The Purchase Price shall have been determined in accordance with Section 1.2;

(b) Buyer shall have performed all obligations to be performed by Buyer pursuant to this Agreement; and

(c) No event or circumstance shall have occurred which would make any of Buyer's representations, warranties and covenants set forth herein untrue as of the Close of Escrow.

2.3.3 Waiver of a Condition Does Not Excuse Performance. If any condition precedent to the Close of Escrow is expressly waived, in writing, as a condition to the Close of Escrow by the Party for whose benefit such condition exists, then, to the extent such condition is capable of being satisfied following the Close of Escrow, such condition shall become a condition subsequent to the Close of Escrow and shall be satisfied by the Party whose performance is required to satisfy such condition as soon as reasonably possible following the Close of Escrow.

2.4 Closing Documents. The Parties shall deposit the following with Escrow Holder prior to the Close of Escrow:

2.4.1 Buyer's Deposits. Buyer shall deposit:

- (a) The Purchase Price together with all escrow fees and other charges; and
- (b) A Certificate of Acceptance for the Grant of Right-of-Way Easement Deed, Slope Easement Deed and Channel Structure Easement Deed in a legally sufficient form typically used by Buyer.

2.4.2 Seller's Deposits. Seller shall deposit:

- (a) Grant of Right-of-Way Easement Deed, Slope Easement Deed and Channel Structure Easement Deed in the form of Exhibit C attached hereto; and

2.4.3 Deposits of Additional Instruments. Seller and Buyer shall each deposit such other instruments as are reasonably required by Escrow Holder or otherwise required to proceed to the Close of Escrow and consummate the conveyance of the Rights-of-way from Seller to Buyer in accordance with the terms of this Agreement.

2.5 Closing.

2.5.1 Necessary Actions of Escrow Holder. On the Close of Escrow, Escrow Holder shall: (i) record the Grant of Right-of-Way Easement Deed, Slope Easement Deed and Channel Structure Easement Deed in the Office of the County Recorder of the County, (ii) pay any transfer taxes, (iii) instruct the County Recorder to return the Grant of Right-of-Way Easement Deed, Slope Easement Deed and Channel Structure Easement Deed to Buyer, (iv) distribute to Seller the Purchase Price, and (v) deliver to Buyer the Title Policy covering the Rights-of-Way subject only to the Permitted Exceptions, the Affidavit of Non-foreign Status and the applicable California withholding exemption form, if any.

2.5.2 Title and Possession. Upon the Close of Escrow, title to and non-exclusive possession of the Property shall be conveyed to Buyer, subject only to the Permitted Exceptions.

3. ACTIONS PENDING CLOSING.

3.1. Title Review.

3.1.1 Title Report. Within three (3) business days after the Opening of Escrow,

Lawyers Title Company (the "**Title Company**") will furnish Buyer and Seller with an updated Title Commitment on the Property together with legible copies of all documents referenced therein as exceptions to title and a plot plan for the Property showing all the locations of all easements referenced therein (collectively, the "**Title Commitment**").

3.1.2 Title Notices. Buyer shall have ten (10) business days after its actual receipt of the Title Commitment to deliver to Escrow Holder written notice (the "**Preliminary Title Notice**") of Buyer's approval, conditional approval or disapproval of the title matters disclosed in the Title Commitment. All matters not timely approved by Buyer will be deemed disapproved. All such exceptions disapproved by Buyer are referred to herein as "**Disapproved Exceptions**". All monetary encumbrances are hereby deemed Disapproved Exceptions and shall be removed and satisfied at the Close of Escrow.

3.1.3 Permitted Exceptions. "**Permitted Exceptions**" shall mean all exceptions appearing on the Title Commitment which are: (i) standard printed exceptions in the Title Policy issued by Title Company; (ii) general and special real property taxes and assessments, a lien not yet due and payable; and (iii) any other liens, easements, encumbrances, covenants, conditions and restrictions of record approved, or expressly waived by Buyer pursuant to this Section 3.1.

3.2. Title Policy. Buyer's obligation to proceed to the Close of Escrow shall be conditioned upon the commitment by Title Company to issue an ALTA Standard Coverage Owner's Policy of Title Insurance (the "**Standard Coverage Policy**"), showing title to the Property vested in Buyer with liability equal to the Purchase Price, subject only to the Permitted Exceptions. At Buyer's option, Buyer may require an ALTA Extended Coverage Owner's Policy instead of the Standard Coverage Policy provided that Buyer pays any additional premium on account thereof. The form of title policy selected by Buyer shall be referred to herein as the "**Title Policy**".

3.3. Possession and Use. It is mutually understood and agreed by and between the Parties hereto that the right of possession and use of the Property by the Buyer, including the right to remove and dispose of improvements, shall commence upon the execution of this Agreement by Seller. The Purchase Price includes, but is not limited to, full payment for such possession and use.

3.4. Seller's Covenant Not to Further Encumber the Property. Seller shall not, directly or indirectly, alienate, encumber, transfer, option, lease, assign, sell, transfer or convey its interest or any portion of its interest in the Property, or any portion thereof, or enter into any agreement to do so, so long as this Agreement is in force. Seller shall timely discharge, prior to the Closing, any and all obligations relating to work performed on or conducted at or materials delivered to or for the Property from time to time by Seller, or at Seller's direction or on its behalf, in order to prevent the filing of any claim or mechanic's lien with respect to such work or materials.

3.5. Loss or Damage to Improvements. Loss or damage to the Property, including any improvements existing thereon as of the date of this Agreement, by fire or other casualty, occurring prior to the recordation of the Grant of Right-of-Way Easement Deed, Slope Easement Deed and Channel Structure Easement Deed shall be at the risk of Seller. In the event that loss or damage to the Property, or any such improvements thereon, by fire or other casualty, occurs prior to the recordation of the Grant of Right-of-Way Easement Deed, Slope Easement Deed and Channel Structure Easement Deed, Buyer may elect to require that the Seller pay to Buyer the proceeds of any insurance policy or policies which may become payable to Seller by reason thereof, or to permit

such proceeds to be used for the restoration of the damage done, or to reduce the Purchase Price by an amount equal to the diminution in value of the Property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS.

4.1. Seller's Representations, Warranties and Covenants. In addition to the representations, warranties and covenants of Seller contained in other sections of this Agreement, Seller hereby represents, warrants and covenants to Buyer as follows, all of which shall survive the Close of Escrow:

4.1.1 Seller's Authority. Seller is the sole owner in fee simple absolute of the Property and has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. Seller has not alienated, encumbered, transferred, leased, assigned or otherwise conveyed its interest in the Property or any portion thereof except as set forth in the Title Commitment, nor entered into any Agreement to do so, nor shall Seller do so during the term of this Agreement. The entering into and performance by Seller of the transactions contemplated by this Agreement will not violate or breach any other agreement, covenant or obligation binding on Seller, and there is no consent required from any third party before the Property may be conveyed to Buyer. This Agreement has been duly authorized and executed by Seller, and upon delivery to and execution by Buyer shall be a valid and binding agreement of Seller.

4.1.2 Hazardous Substances. Neither Seller nor any third party has used, generated, manufactured, stored or disposed any Hazardous Substances in, at, on, under or about the Property or transported any Hazardous Substance to or from the Property. Additionally, (a) the Property is not in violation, nor has been or is currently under investigation for violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene, worker health and safety, or to the environmental conditions in, at, on, under or about the Property including, but not limited to, soil or groundwater conditions; (b) the Property has not been subject to, and is not within 2,000 feet of, a deposit of any Hazardous Substance; (c) there has been no discharge, migration or release of any Hazardous Substance from, into, on, under or about the Property; (d) there is not now, nor has there ever been on or in the Property underground storage tanks or surface impoundments, any asbestos-containing materials or any polychlorinated biphenyls used in hydraulic oils, electrical transformers or other equipment, and (e) there is not now, nor has there ever been, debris or refuse buried in or under the Property which would adversely affect the development of the Property. Seller hereby assigns to Buyer as of the Close of Escrow all claims, counterclaims, defenses or actions, whether at common law, or pursuant to any other applicable federal or state or other laws which Seller may have against any third parties relating to the existence of any Hazardous Substance in, at, on, under or about the Property. As used in this Agreement, the term "**Hazardous Substances**" shall have the meaning set forth on Exhibit D attached hereto. At any time prior to the Close of Escrow, Buyer shall have the right to conduct appropriate tests of water and soil to ascertain the presence of any Hazardous Substances on, in, under and about the Property.

To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and

Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the City, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

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), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from the Property. 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 environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment).

4.1.3 Endangered Species. To Seller's knowledge, there are no endangered species or protected natural habitat, flora or fauna located on the Property, nor is any portion of the Property located in what is or may be designated as a wetland.

4.1.4 Mechanic's Liens. There are no mechanics', material men's or other claims or liens presently claimed, or which will be claimed against the Property for work performed or commenced prior to the date of this Agreement or relating to the environmental condition of the Property. Seller agrees to hold Buyer harmless from all costs, expenses, liabilities, losses, charges and fees, including without limitation attorneys' fees, arising from or relating to any such lien or any similar lien claimed against the Property and arising from work performed or commenced prior to the Close of Escrow, unless performed by or at the request of Buyer.

4.1.5 Leases. There are no leases, rental agreements or other such contracts of any kind or nature affecting possession or occupancy of the Property, and Seller shall not enter into any such contracts during the term of this Agreement without the prior consent of Buyer.

4.1.6 Other Facts and Circumstances. There are no other facts or circumstances known to Seller that would preclude, prevent or impair the development of the Property.

4.1.7 No Untrue Statements or Omissions of Fact. Neither this Agreement, nor any of the exhibits hereto, nor any document, certificate, or statement referred to herein or furnished to Buyer in connection with the transaction contemplated herein (whether delivered prior to, simultaneously with, or subsequent to the execution of this Agreement) contains any untrue statement of material fact or, omits to state a material fact in any way concerning the Property, or otherwise affecting or concerning the transaction contemplated hereby.

Each of the representations and warranties made by Seller in this Agreement, or in any exhibit, or on any document or instrument delivered pursuant hereto shall be continuing representations and warranties which shall be true and correct in all material respects on the date

hereof, and shall be deemed to be made again as of the Close of Escrow and shall then be true and correct in all material respects. The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Seller contained in this Agreement, are conditions precedent to the Close of Escrow. Seller shall immediately notify Buyer of any fact or circumstance which becomes known to Seller which would make any of the foregoing representations or warranties untrue.

4.2. Buyer's Representations and Warranties. Buyer represents and warrants to Seller as follows, all of which shall survive the Close of Escrow:

4.2.1 Buyer's Authority. Buyer has the capacity and full power and authority to enter into and carry out the agreements contained in, and the transactions contemplated by, this Agreement, and that this Agreement has been duly authorized and executed by Buyer and, upon delivery to and execution by Seller, shall be a valid and binding Agreement of Buyer.

4.2.2 No Untrue Statements or Omissions of Fact. Neither this Agreement, nor any of the exhibits hereto, nor any document, certificate, or statement referred to herein or furnished to Seller in connection with the transaction contemplated herein (whether delivered prior to, simultaneously with, or subsequent to the execution of this Agreement) contains any untrue statement of material fact or, omits to state a material fact in any way concerning the Property, or otherwise affecting or concerning the transaction contemplated hereby.

Each of the representations and warranties made by Buyer in this Agreement, or in any exhibit or on any document or instrument delivered pursuant hereto, shall be continuing representations and warranties which shall be true and correct in all material respects on the date hereof, and shall be deemed to be made again as of the Close of Escrow, and shall then be true and correct in all material respects. The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Buyer contained in this Agreement, are conditions precedent to the Close of Escrow. Buyer shall notify Seller immediately of any facts or circumstances which are contrary to the foregoing representations and warranties contained in this Section 4.2.

4.3. Mutual Indemnity. Seller and Buyer shall defend, indemnify and hold free and harmless the other from and against any losses, damages, costs and expenses (including attorneys' fees) resulting from any inaccuracy in or breach of any representation or warranty of the indemnifying Party or any breach or default by such indemnifying Party under any of such indemnifying Party's covenants or agreements contained in this Agreement.

5. CONDEMNATION. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation, and Seller hereby agrees and consents to the dismissal or abandonment of any eminent domain action in the Superior Court of the State of California in and for the County of Riverside, wherein the herein described property is included and also waives any and all claims to any money on deposit in the action and further waives all attorneys' fees, costs, disbursements, and expenses incurred in connection therewith. If, prior to the close of the execution of this transaction, Seller (or Seller's Tenant) is served with a Summons and Complaint in Eminent Domain in which Seller (or Seller's Tenant) is a named defendant, upon the close of escrow, Seller agrees and consents to Buyer taking a default in the action. Moreover, the total compensation to be paid by Buyer to Seller is for the rights described and depicted respectively on Exhibits A and B hereto and any rights which exist or may arise out of the acquisition of the Property for public

purposes, including without limitation, Seller's interest in the land and any improvements and fixtures and equipment located thereon, improvements pertaining to the realty (if any), severance damages, any alleged pre-condemnation damages, loss of business goodwill (if any), costs, interest, attorney's fees, and any claim whatsoever of Seller which might arise out of or relate in any respect to the acquisition of the Property by the Buyer. The compensation paid under this Agreement does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which Seller may be entitled to receive, if any. Relocation assistance, if any, will be handled via separate Agreement.

6. **BROKERS.** Seller and Buyer each represents and warrants to the other that they have not dealt with or been represented by any brokers or finders in connection with the purchase and sale of the Property and that no commissions or finder's fees are payable in connection with this transaction. Buyer and Seller each agree to indemnify and hold harmless the other against any loss, liability, damage, cost, claim or expense (including reasonable attorneys' fees) incurred by reason of breach of the foregoing representation by the indemnifying Party. Notwithstanding anything to the contrary contained herein, the representations, warranties, indemnities and agreements contained in this Section 6 shall survive the Close of Escrow or earlier termination of this Agreement.

7. **MAINTENANCE AND REPAIR.** The Seller(s) and successors and assignees in interest shall maintain and repair the improvements including and without limitation all structures, sidewalks, parking areas, landscape irrigation, lighting, signs, walls, and fences between the curb and property line, in a first class condition, free from waste and debris, and in accordance with all applicable law, rules, ordinances, and regulations of all federal, state, and local bodies and agencies having jurisdiction at the property owner's sole expense. This condition shall be included in the recorded covenant agreement for the property if required by the City.

8. **GENERAL PROVISIONS.**

8.1. Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

8.2. Further Assurances. Each of the Parties agrees to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be appropriate or necessary to effectuate the agreements of the Parties, whether the same occurs before or after the Close of Escrow.

8.3. Entire Agreement. This Agreement, together with all exhibits hereto and documents referred to herein, if any, constitute the entire agreement among the Parties hereto with respect to the subject matter hereof, and supersede all prior understandings or agreements. This Agreement may be modified only by a writing signed by both Parties. All exhibits to which reference is made in this Agreement are deemed incorporated into this Agreement whether or not actually attached.

8.4. Headings. Headings used in this Agreement are for convenience of reference only and are not intended to govern, limit, or aide in the construction of any term or provision hereof.

8.5. Choice of Law. This Agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the State of California.

8.6 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction or rendered by the adoption of a statute by the State of California or the United States invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby; provided that the invalidity or unenforceability of such provision does not materially adversely affect the benefits accruing to, or the obligations imposed upon, any Party hereunder, and the Parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

8.7 Waiver of Covenants, Conditions or Remedies. The waiver by one Party of the performance of any covenant, condition or promise, or of the time for performing any act, under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such Party of any other covenant, condition or promise, or of the time for performing any other act required, under this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any other remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other remedies unless they are expressly excluded.

8.8 Legal Advice. Each Party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any Party based upon any attribution of such Party as the sole source of the language in question.

8.9 Relationship of Parties. The Parties agree that their relationship is that of Seller and Buyer, and that nothing contained herein shall constitute either Party, the agent or legal representative of the other for any purpose whatsoever, nor shall this Agreement be deemed to create any form of business organization between the Parties hereto, nor is either Party granted the right or authority to assume or create any obligation or responsibility on behalf of the other Party, nor shall either Party be in any way liable for any debt of the other.

8.10. Attorneys' Fees. In the event that any Party hereto institutes an action or proceeding for a declaration of the rights of the Parties under this Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, this Agreement, or the transactions contemplated hereby, or in the event any Party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting Party or prevailing Party shall be entitled to its actual attorneys' fees and to any court costs incurred, in addition to any other damages or relief awarded.

8.11. Assignment. Neither Seller nor Buyer shall assign its rights or delegate its obligations hereunder without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement shall be

binding upon and shall inure to the benefit of the successors and permitted assigns of the Parties to this Agreement.

8.12. Notices. No notice, request, demand, instruction, or other document to be given hereunder to any Party shall be effective for any purpose unless personally delivered to the person at the appropriate address set forth below (in which event such notice shall be deemed effective only upon such delivery), delivered by air courier next-day delivery (e.g. Federal Express), delivered by mail, sent by registered or certified mail, return receipt requested, or sent via telecopier, as follows:

If to Buyer, to: Attn: City Clerk
 City of Palm Springs
 3200 E. Tahquitz Canyon Way
 Palm Springs, CA 92262
 Facsimile No.: (760) 322-8332
 Telephone No.: (760) 323-8204

If to Seller, to: Riverside County Flood Control
 and Water Conservation District
 Real Estate Services
 Attn: Yolanda King
 1995 Market Street
 Riverside, CA 92501

If to Escrow Holder, to: Colleen Graves
 Senior Escrow Officer
 Lawyers Title Insurance Company
 625 E. Carnegie Dr., # 105
 San Bernardino, CA 92408
 Facsimile No.: (866) 696-3389
 Telephone No.: (909) 963-5575

Notices delivered by air courier shall be deemed to have been given the next business day after deposit with the courier and notices mailed shall be deemed to have been given on the second day following deposit of same in any United States Post Office mailbox in the state to which the notice is addressed or on the third day following deposit in any such post office box other than in the state to which the notice is addressed, postage prepaid, addressed as set forth above. Notices sent via telecopy shall be deemed delivered the same business day transmitted. The addresses, addressees, and telecopy numbers for the purpose of this Paragraph, may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice of change is received, the last address, addressee, and telecopy number stated by written notice, or provided herein if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder. Delivery of a copy of a notice as set forth above is as an accommodation only and is not required to effectuate notice hereunder.

8.13. Survivability. All covenants of Buyer or Seller which are intended hereunder to be performed in whole or in part after Close of Escrow and all representations, warranties, and

indemnities by either Party to the other, shall survive Close of Escrow and delivery of the Deed, and be binding upon and inure to the benefit of the respective Parties.

8.14. Release. The total compensation to be paid by Buyer for the Property is the Purchase Price, which consideration covers all land and improvements, attached or detached furniture, fixtures and equipment, loss of business goodwill, and is the full and complete acquisition cost of the Property. Buyer is in compliance with the California Relocation Assistance and Real Property Acquisition statutes and guidelines and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs. Except for any breach of terms or conditions contained in this Agreement, Seller waives and forever releases Buyer, including its successors, officers, employees, attorneys, agents, representatives and anyone else acting on Buyer's behalf, of and from any and all claims, demands, actions or causes of action, obligations, liabilities, or claims for further compensation, known or unknown, based upon or relating to the facts or allegations and circumstances arising from Buyer's acquisition of the Property. By such release, Seller expressly waives its rights, if any, under California Civil Code Section 1542 which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Seller's Initials

8.15 City Council Approval of Agreement. This Agreement is subject to the approval of the Buyer's City Council. If this Agreement remains unapproved by the Buyer's City Council, then the Parties will have no further obligation under this Agreement.

8.16 Recording. Neither Party shall have the right to record this Agreement in the Recorder's Office for Riverside County.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

BUYER:

SELLER:

CITY OF PALM SPRINGS, a California charter city and municipal corporation

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, A body politic

By: _____
David H. Ready, City Manager

By: Karen S. Spiegel
Karen Spiegel, Chairwoman of the Board of Supervisors of Riverside County Flood Control and Water Conservation District

ATTEST:

By: _____
Anthony J. Mejia, MMC, City Clerk

ATTEST:
Kecia R. Harper
Clerk of the Board

APPROVED AS TO FORM:

By: _____
Jeffrey S. Ballinger, City Attorney

By: Priscilla Rasso
Deputy

APPROVED AS TO FORM:

Gregory Priamos
County Counsel

By: Wesley W. Stanfield
Deputy County Counsel

Exhibit List:

- Exhibit A -- Legal Description of the Rights-of-Way
- Exhibit B -- Depiction of Rights-of-Way
- Exhibit C -- Grant of Right-of-Way Easement Deed, Slope Easement Deed and Channel Structure Easement Deed
- Exhibit D -- Definition of Hazardous Substances

ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of _____

County of _____

On _____ before me, _____,
Date Name, Title of Officer

personally appeared _____,
NAME(S) OF SIGNER(S)

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

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

Witness my hand and official seal.

Signature of Notary

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE Title or Type of Document _____
MUST BE ATTACHED
TO THE DOCUMENT Number of Pages _____ DATE of DOCUMENT _____
DESCRIBED AT RIGHT:
Signer(s) Other Than Named Above

ACCEPTANCE BY ESCROW HOLDER:

LAWYERS TITLE INSURANCE COMPANY hereby acknowledges that it has received a fully executed counterpart of the foregoing Right Of Way Agreement For Conveyance Of Real Property And Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder. By agreeing to act as Escrow Holder hereunder, Escrow Holder expressly agrees to undertake and be responsible for all withholding obligations imposed pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended and the regulations thereunder and California Revenue and Taxation Code §18662 and shall defend, indemnify and hold Buyer harmless in connection with such obligations.

Date: _____ LAWYERS TITLE INSURANCE COMPANY

By: _____

Name: _____

Its: _____

Exhibit "A"

LEGAL DESCRIPTION OF THE AREA

EXHIBIT "A"
LEGAL DESCRIPTION
APN 508-161-002 RIV. CO. FLOOD CONTROL

RIGHT-OF-WAY AREA:

THAT PORTION OF THAT CERTAIN REAL PROPERTY, IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED IN CORPORATION GRANT DEED FROM PALM SPRING TAHQUITZ COMPANY, A CORPORATION TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, A BODY CORPORATE AND POLITIC, RECORDED JANUARY 12, 1949 IN BOOK 1043, PAGE 513 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN LOT 13 IN SECTION 23 OF PALM VALLEY COLONY LANDS AS SHOWN BY MAP ON FILE IN BOOK 14, PAGE 652 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF BLOCK "F" OF TAHQUITZ RIVER ESTATES NO. 2, AS SHOWN BY MAP ON FILE IN BOOK 22, PAGES 76 AND 77, OF MAPS, RECORDS OF RIVERSIDE COUNTY, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF SOUTH PALM CANYON DRIVE (STATE HWY NO. 111) (40.00 FEET HALF WIDTH EASTERLY) AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 57, PAGES 3 TO 16, INCLUSIVE OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY;

THENCE NORTH 76°21'57" WEST ALONG THE NORTHWESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID BLOCK "F", A DISTANCE OF 10.34 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SOUTH PALM CANYON DRIVE (FORMERLY STATE HIGHWAY) (30.00 FEET HALF WIDTH) AS SHOWN ON SAID TAHQUITZ RIVER ESTATES NO. 2, SAID EASTERLY RIGHT OF WAY LINE ALSO BEING THE WESTERLY LINE OF SAID BOOK 1043, PAGE 513 OF OFFICIAL RECORDS;

THENCE NORTH 01°01'27" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 96.61 FEET TO THE BEGINNING OF TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1452.27 FEET;

THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL OF 02°36'59", AN ARC DISTANCE OF 66.32 TO AN ANGLE POINT THEREOF;

THENCE RADIALLY FROM SAID CURVE, NORTH 86°21'33" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF NORTH RIVERSIDE DRIVE (VARIABLE HALF WIDTH WESTERLY) AS SHOWN ON SAID TAHQUITZ RIVER ESTATES NO. 2;

EXHIBIT "A"
LEGAL DESCRIPTION
APN 508-161-002 RIV. CO. FLOOD CONTROL

THENCE SOUTH 18°16'32" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 17.24 FEET TO A POINT THEREON;

THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE, SOUTH 03°43'09" EAST, A DISTANCE OF 136.34 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 50.00 FEET EASTERLY, MEASURED AT A RIGHT ANGLE, TO THE CENTERLINE OF SAID SOUTH PALM CANYON DRIVE;


THENCE SOUTH 01°01'27" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 15.94 FEET TO A POINT ON SAID SOUTHERLY LINE OF BLOCK "F";

THENCE NORTH 76°21'57" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 10.34 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2,767 SQUARE FEET (0.0635 ACRES), MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION



Michael E. Johnson, L.S. 7673

7/07/20
Date

Prepared By: AL
Checked By: mg



EXHIBIT "A"
LEGAL DESCRIPTION
APN 508-171-007 RIV. CO. FLOOD CONTROL
CHANNEL STRUCTURE EASEMENT

RIGHT-OF-WAY AREA:

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF LOT 13 OF PALM VALLEY COLONY LANDS AS SHOWN BY MAP ON FILE IN BOOK 14 PAGE 652 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, LYING WITHIN SECTION 23, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEASTERLY CORNER OF PARCEL 6060-116, AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 57, PAGES 3 TO 16, INCLUSIVE OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, SAID POINT BEING ON THE NORTHEASTERLY LINE OF THAT PARCEL OF LAND CONVEYED TO PALM SPRINGS MASONIC TEMPLE ASSOCIATION, A CORPORATION, BY THAT CERTAIN DEED RECORDED NOVEMBER 18, 1948, IN BOOK 1027, PAGE 499 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF PALM CANYON DRIVE (40.00 FEET HALF WIDTH WESTERLY) AS SHOWN ON SAID RECORD OF SURVEY;

THENCE SOUTH 65°20'41" EAST ALONG THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF SAID PARCEL 6060-116, A DISTANCE OF 11.10 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SOUTH PALM CANYON DRIVE (FORMERLY STATE HIGHWAY) (30.00 FEET HALF WIDTH WESTERLY) AS SHOWN BY MAP OF TAQUITZ RIVER ESTATES NO. 2 SUBDIVISION ON FILE IN BOOK 22, PAGES 76 TO 77 OF MAPS, RECORDS OF RIVERSIDE COUNTY;

THENCE NORTH 01°01'27" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 109.49 FEET TO THE SOUTHERLY LINE OF THAT EASEMENT CONVEYED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED JANUARY 12, 1949 IN BOOK 1043, PAGE 517 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY;

THENCE NORTH 70°29'24" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 10.68 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 10.00 FEET WESTERLY, MEASURED AT A RIGHT ANGLE, FROM SAID WESTERLY RIGHT OF WAY LINE AS SHOWN ON TAQUITZ RIVER ESTATES NO. 2 SUBDIVISION, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF PALM CANYON DRIVE AS SHOWN ON SAID RECORD OF SURVEY;

EXHIBIT "A"
LEGAL DESCRIPTION
APN 508-171-007 RIV. CO. FLOOD CONTROL
CHANNEL STRUCTURE EASEMENT

THENCE NORTH 01°01'27" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE AS SHOWN ON SAID RECORD OF SURVEY, A DISTANCE OF 16.02 FEET TO THE NORTHEAST CORNER OF PARCEL 6060-115A AS SHOWN ON SAID RECORD OF SURVEY;

THENCE NORTH 70°29'24" WEST ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 6060-115A, A DISTANCE OF 10.68 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 50.00 FEET WESTERLY, MEASURED AT A RIGHT ANGLE, FROM THE CENTERLINE OF SAID SOUTH PALM CANYON DRIVE OF SAID RECORD OF SURVEY;

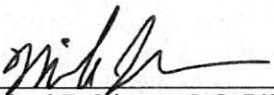
THENCE SOUTH 01°01'27" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 123.38 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL 6060-116;

THENCE SOUTH 65°20'41" EAST ALONG SAID SOUTHWESTERLY LINE OF SAID PARCEL 6060-116, A DISTANCE OF 11.10 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2329 SQUARE FEET (0.054 ACRES), MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION



Michael E. Johnson, L.S. 7673

7/07/20
Date

Prepared By: AL
Checked By: mf



EXHIBIT "A"
LEGAL DESCRIPTION
APN 508-171-013 RIV. CO. FLOOD CONTROL

RIGHT-OF-WAY AREA:

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF LOT 13 OF PALM VALLEY COLONY LANDS AS SHOWN BY MAP ON FILE IN BOOK 14 PAGE 652 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, LYING WITHIN SECTION 23, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEASTERLY CORNER OF PARCEL 6060-116, AS SHOWN ON RECORD OF SURVEY FILED APRIL 8, 1971, IN BOOK 57, PAGES 3 TO 16, INCLUSIVE OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, SAID POINT BEING ON THE NORTHEASTERLY LINE OF THAT PARCEL OF LAND CONVEYED TO PALM SPRINGS MASONIC TEMPLE ASSOCIATION, A CORPORATION, BY DEED RECORDED NOVEMBER 18, 1948, IN BOOK 1027, PAGE 499 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF PALM CANYON DRIVE (40.00 FEET HALF WIDTH WESTERLY) AS SHOWN ON SAID RECORD OF SURVEY;

THENCE NORTH 65°20'41" WEST ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 6060-116, A DISTANCE OF 11.10 FEET TO A POINT ON A LINE PARALLEL WITH DISTANT 50.00 FEET WESTERLY, MEASURED AT A RIGHT ANGLE, FROM THE CENTERLINE OF SAID PALM CANYON DRIVE;

THENCE SOUTH 01°01'27" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 8.50 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF PARCEL 6060-213 AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 77, PAGES 1 TO 5, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY;

THENCE SOUTH 83°30'22" EAST ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 10.09 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL 6060-213, SAID POINT BEING ON SAID WESTERLY RIGHT OF WAY LINE;


EXHIBIT "A"
LEGAL DESCRIPTION
APN 508-171-013 RIV. CO. FLOOD CONTROL

THENCE NORTH 01°01'27" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 5.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 68 SQUARE FEET (0.0016 ACRES), MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION



Michael E. Johnson, L.S. 7673

7/07/20
Date



Prepared By: AL
Checked By: gy

EXHIBIT "A"
LEGAL DESCRIPTION
APN 508-172-010 RIV. CO. FLOOD CONTROL

RIGHT-OF-WAY AREA:

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF BLOCK "C" OF TAHQUITZ RIVER ESTATES NO. 2 AS SHOWN BY MAP ON FILE IN BOOK 22 PAGES 76 AND 77, OF MAPS, RECORDS OF SAID COUNTY, LYING WITHIN SECTION 23, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK "C";

THENCE SOUTH 01°01'27" EAST ALONG THE WEST LINE OF SAID BLOCK "C", SAID WEST LINE ALSO BEING THE EASTERLY RIGHT OF WAY LINE OF SOUTH PALM CANYON DRIVE (40.00 FEET HALF WIDTH EASTERLY), AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 57, PAGES 3 TO 16, INCLUSIVE OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, A DISTANCE OF 21.21 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 20.00 FEET SOUTHERLY, MEASURED AT A RIGHT ANGLE, TO THE NORTHERLY LINE OF SAID BLOCK "C";

THENCE SOUTH 71°35'27" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 10.60 TO A POINT ON A LINE PARALLEL WITH AND DISTANT 50.00 FEET EASTERLY, MEASURED AT A RIGHT ANGLE TO THE CENTERLINE OF SAID SOUTH PALM CANYON DRIVE,


THENCE NORTH 01°01'27" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 21.21 FEET TO A POINT ON SAID NORTHERLY LINE OF BLOCK "C";

THENCE NORTH 71°35'27" WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 10.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 212 SQUARE FEET (0.005 ACRES), MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION


Michael E. Johnson, L.S. 7673

7/07/20
Date

Prepared By: AL
Checked By: mf



Page 1 of 1

EXHIBIT "A"
LEGAL DESCRIPTION
APN 508-172-012 RIV. CO. FLOOD CONTROL
CHANNEL STRUCTURE EASEMENT

RIGHT-OF-WAY AREA:

THAT PORTION OF THAT CERTAIN REAL PROPERTY, IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED IN CORPORATION GRANT DEED FROM PALM SPRING TAHQUITZ COMPANY, A CORPORATION TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, A BODY CORPORATE AND POLITIC, RECORDED JANUARY 12, 1949 IN BOOK 1043, PAGE 513 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN LOT 13 IN SECTION 23 OF PALM VALLEY COLONY LANDS AS SHOWN BY MAP ON FILE IN BOOK 14, PAGE 652 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID BLOCK "C" OF TAHQUITZ RIVER ESTATES NO. 2, AS SHOWN BY MAP ON FILE IN BOOK 22, PAGES 76 AND 77 OF MAPS, RECORDS OF RIVERSIDE COUNTY;

THENCE NORTH 71°35'27" WEST ALONG THE NORTHWESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID BLOCK "C" TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SOUTH PALM CANYON DRIVE (FORMERLY STATE HIGHWAY) (30.00 FEET HALF WIDTH) AS SHOWN ON SAID TAHQUITZ RIVER ESTATES NO. 2, SAID EASTERLY RIGHT OF WAY LINE ALSO BEING THE WESTERLY LINE OF SAID BOOK 1043, PAGE 513 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH 01°01'27" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 94.82 FEET TO A POINT THEREON, SAID POINT BEING THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE WITH THE SOUTHERLY LINE OF BLOCK "F" OF SAID TAHQUITZ RIVER ESTATES NO. 2;

THENCE SOUTH 76°21'57" EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 20.67 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 50.00 FEET EASTERLY, MEASURED AT A RIGHT ANGLE, TO THE CENTERLINE OF SAID SOUTH PALM CANYON DRIVE;

THENCE SOUTH 01°01'27" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 96.65 FEET TO A POINT ON SAID NORTHERLY LINE OF BLOCK "C";

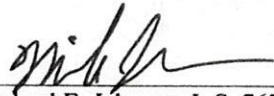
EXHIBIT "A"
LEGAL DESCRIPTION
APN 508-172-012 RIV. CO. FLOOD CONTROL
CHANNEL STRUCTURE EASEMENT

**THENCE NORTH 71°35'27" WEST ALONG SAID NORTHERLY LINE, A
DISTANCE OF 10.60 FEET TO THE POINT OF BEGINNING.**

CONTAINING 1,915 SQUARE FEET (0.044ACRES), MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION



Michael E. Johnson, L.S. 7673

7/07/20
Date

Prepared By: AL
Checked By: mf



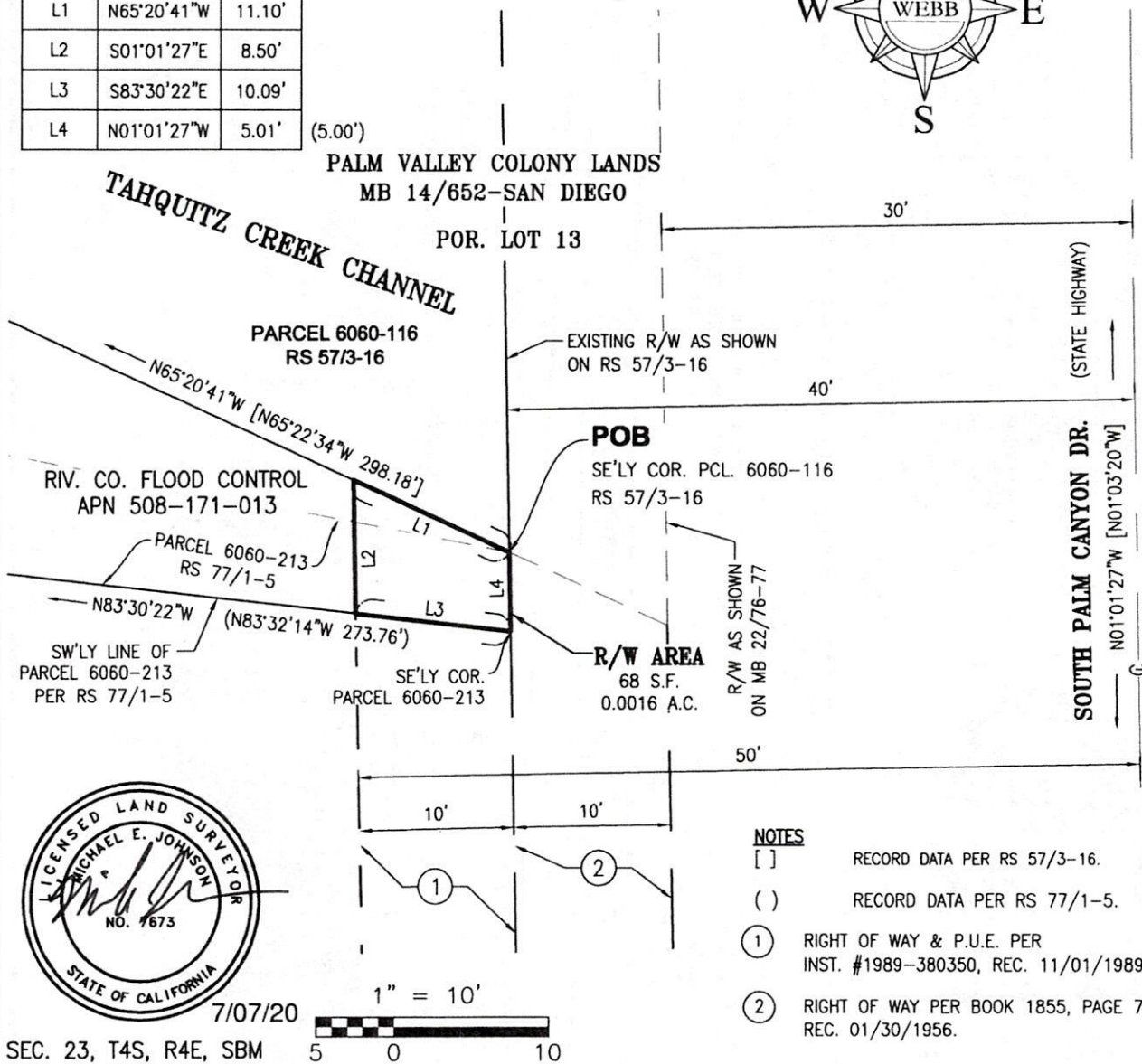
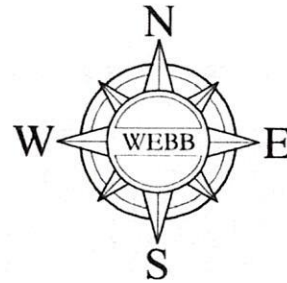
Exhibit "B"

DEPICTION OF THE AREA

EXHIBIT "B"

APN 508-171-013 RIV. CO. FLOOD CONTROL

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N65°20'41"W	11.10'
L2	S01°01'27"E	8.50'
L3	S83°30'22"E	10.09'
L4	N01°01'27"W	5.01'



NOTES

- [] RECORD DATA PER RS 57/3-16.
- () RECORD DATA PER RS 77/1-5.
- ① RIGHT OF WAY & P.U.E. PER INST. #1989-380350, REC. 11/01/1989.
- ② RIGHT OF WAY PER BOOK 1855, PAGE 72 O.R., REC. 01/30/1956.

SEC. 23, T4S, R4E, SBM

5 0 10



CITY OF PALM SPRINGS

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THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O.
14-262

SCALE: 1" = 10'

DRWN BY JCR
CHKD BY MEJ

DATE 1/28/2019
DATE

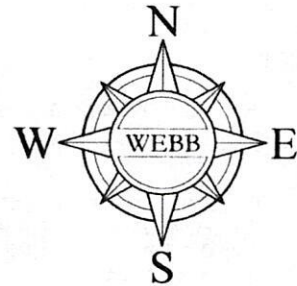
SUBJECT: RIGHT-OF-WAY

EXHIBIT "B"

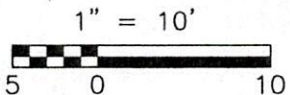
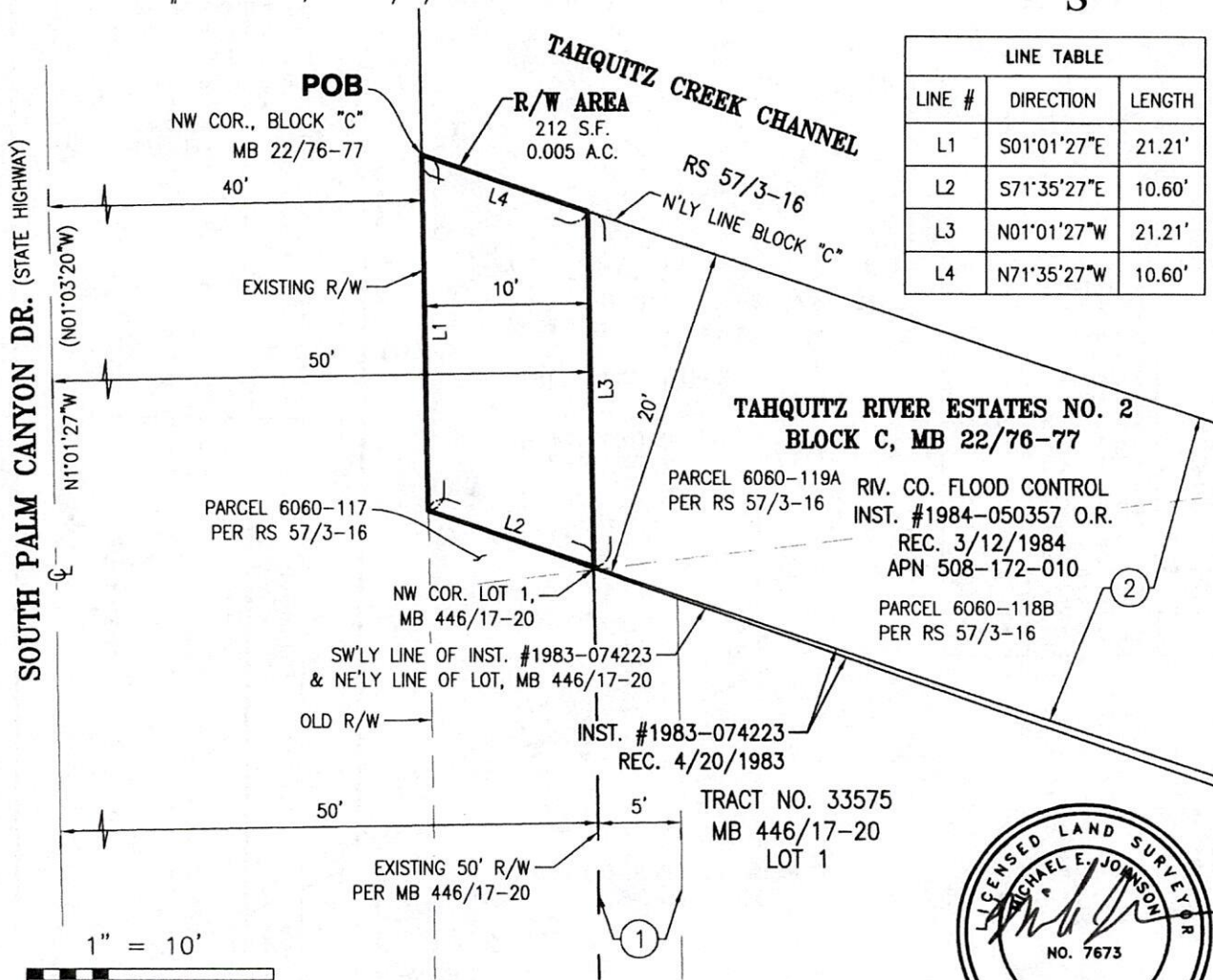
APN 508-172-010 RIV. CO. FLOOD CONTROL

NOTES

- () RECORD DATA PER MB 446/17-20.
- ① 5' VERIZON EASEMENT PER INST. #2016-324108, REC. 8/01/2016.
- ② 20' INGRESS AND EGRESS EASEMENT PER INST. #1949-001260, DATED 1/12/1949.



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S01°01'27"E	21.21'
L2	S71°35'27"E	10.60'
L3	N01°01'27"W	21.21'
L4	N71°35'27"W	10.60'



SEC. 23, T4S, R4E, SBM

7/07/20



CITY OF PALM SPRINGS

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THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O.
14-262

SCALE: 1"=10'

DRWN BY JCR
CHKD BY MEJ

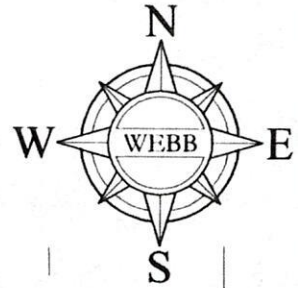
DATE 2/04/2019
DATE

SUBJECT: RIGHT-OF-WAY

EXHIBIT "B"

Channel Structure Easement

APN 508-171-007 RIV. CO. FLOOD CONTROL



NOTES

- ① 10' PUBLIC HIGHWAY & PUBLIC UTILITY EASEMENT PER BOOK 1710, PAGE 227 O.R., REC. 03/21/1955.
 - ② EASEMENT FOR FLOOD CONTROL AND WATER CONSERVATION PURPOSES AND OTHER PURPOSES PER BOOK 1043, PAGE 517 O.R., REC. 1/12/1949.
 - ③ QUITCLAIMED BY RCFC PER BOOK 1812, PAGE 258 O.R. REC. 10/26/1955.
- [] RECORD DATA PER RS 57/3-16

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S65°20'41"E	11.10'
L2	N01°01'27"W	109.49'
L3	N70°29'24"W	10.68'
L4	N01°01'27"W	16.02'
L5	N70°29'24"W	10.68'
L6	S01°01'27"E	123.38'
L7	S65°20'41"E	11.10'

PALM VALLEY COLONY LANDS
MB 14/652-SAN DIEGO
POR. LOT 13

SE COR. OF BOOK. 1043,
 PAGE 517 (1/12/1949)
PARCEL 6060-116
 RS 57/3-16
 RIV. CO. FLOOD CONTROL
 APN 508-171-007

TARQUITZ CREEK CHANNEL
R/W AREA
 2329 S.F.
 0.054 A.C.

EXISTING R/W AS
 SHOWN ON RS 57/3-16

NE'LY LINE OF BOOK 1027, PAGE 499 O.R.
 REC. 11/18/1948 & SW'LY LINE OF PARCEL 6060-116
PARCEL 6060-115B
 RS 57/3-16

POR. BOOK 1027, PAGE 499 O.R.
 REC. 11/18/48

SE COR. PCL. 6060-116
 RS 57/3-16

THE MOST NE'LY COR. OF BOOK 1027,
 PAGE 499 O.R., REC. 11/18/1948

EXISTING R/W LINE,
 & W'LY LINE PCL. 1,
 INST. #1966-9205
 REC. 1/26/1966

NE COR. OF
 PCL. 6060-115A

(STATE HIGHWAY)

SOUTH PALM CANYON DR.

N01°01'27"W [N01°03'20"W]

R/W AS SHOWN
 ON MB 22/76-77



7/07/20

1" = 30'



SEC. 23, T4S, R4E, SBM

ALBERT A. WEBB ASSOCIATES

CITY OF PALM SPRINGS

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THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT.
 ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O.
 14-262

SCALE: 1"=30'

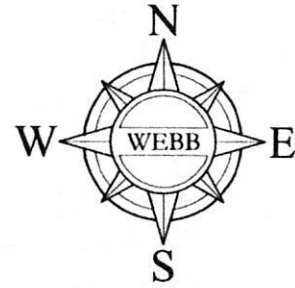
DRWN BY JCR
 CHKD BY MEJ

DATE 1/16/2019
 DATE

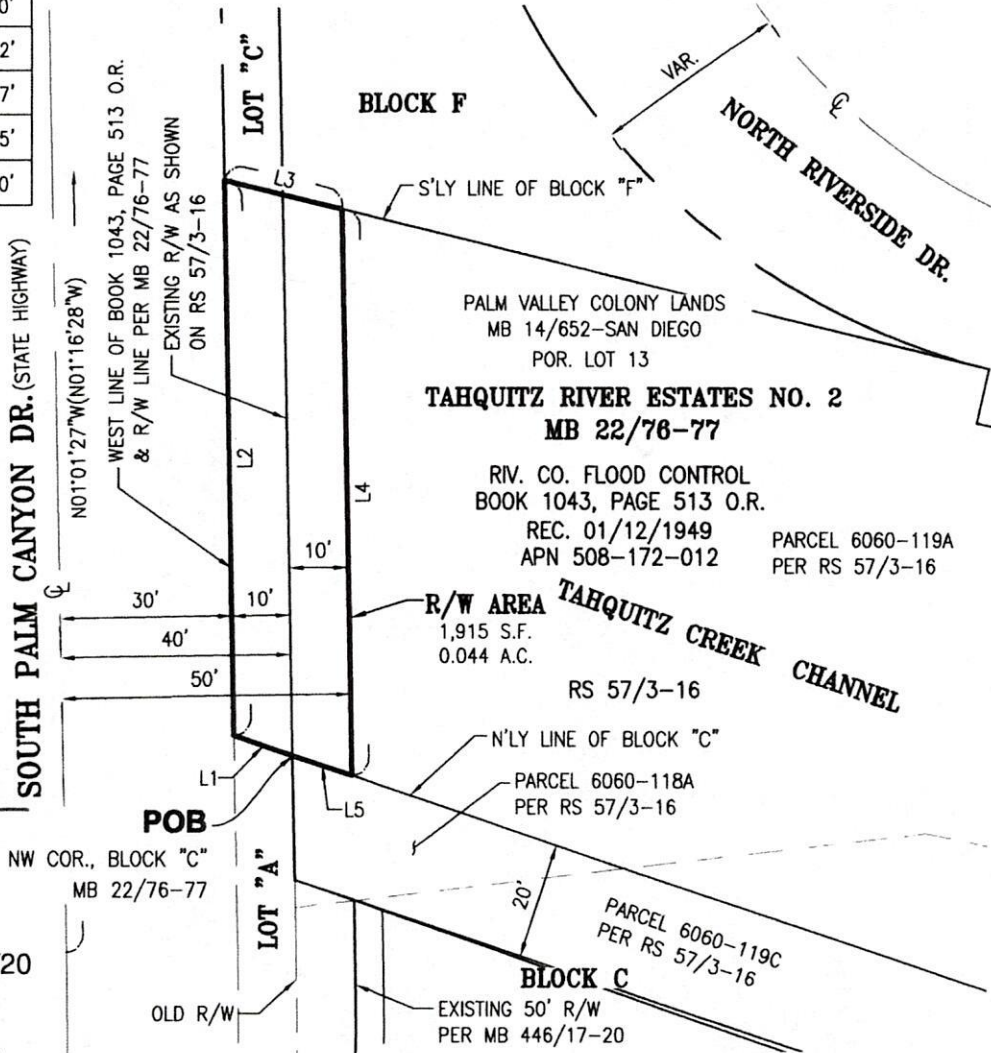
SUBJECT: RIGHT-OF-WAY DEDICATION

EXHIBIT "B"
CHANNEL STRUCTURE EASEMENT

APN:508-172-012 RIV. CO. FLOOD CONTROL

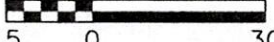


LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N71°35'27"W	10.60'
L2	N01°01'27"W	94.82'
L3	S76°21'57"E	20.67'
L4	S01°01'27"E	96.65'
L5	N71°35'27"W	10.60'



7/07/20

1" = 30'



SEC. 23, T4S, R4E, SBM

NOTE
 () RECORD DATA PER MB 446/17-20.



CITY OF PALM SPRINGS

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THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT.
 ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1
 W.O. 14-262

SCALE: 1"=30'

DRWN BY JCR
 CHKD BY MEJ

DATE 2/04/2019
 DATE

SUBJECT: RIGHT-OF-WAY

Exhibit "C"
EASEMENT DEEDS

RECORDING REQUESTED BY

City of Palm Springs

WHEN RECORDED RETURN TO:

City Clerk
City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

**Exempt from recording fees and tax under
Govt. Code §6103 and Rev. & Tax Code §11922**

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**SLOPE EASEMENT
(PALM CANYON DRIVE)**

APN: 508-161-002

For a valuable consideration, receipt of which is hereby acknowledged, **Riverside County Flood Control and Water Conservation District**, (hereinafter "Grantor"), hereby GRANTS to the **City Of Palm Springs, a California charter city and municipal corporation**, (hereinafter "Grantee"), a non-exclusive easement for grading (cutting into and filling over existing ground) and appurtenant uses, together with the right to construct, maintain, repair, and use the slope constructed for the benefit of Grantee, in, on, under, over and across the real property in the City of Palm Springs, Riverside County, California, more particularly described on **Exhibit "A"** and shown on **Exhibit "B"** attached hereto and incorporated herein by this reference.

Riverside County Flood Control and Water Conservation District

Dated: _____

By: _____

Name: _____

Its: _____

Dated: _____

By: _____

Name: _____

Its: _____

ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of _____

County of _____

On _____ before me, _____
Date Name, Title of Officer

personally appeared _____
NAME(S) OF SIGNER(S)

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

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

Witness my hand and official seal.

Signature of Notary

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE Title or Type of Document _____
MUST BE ATTACHED
TO THE DOCUMENT Number of Pages _____ DATE of DOCUMENT _____
DESCRIBED AT RIGHT:
Signer(s) Other Than Named Above _____

RECORDING REQUESTED BY

City of Palm Springs

WHEN RECORDED RETURN TO:

City Clerk
City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

**Exempt from recording fees and tax under
Govt. Code §6103 and Rev. & Tax Code §11922**

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**GRANT OF RIGHT-OF-WAY EASEMENT DEED
(PALM CANYON DRIVE)**

APN: 508-161-002
APN: 508-171-013
APN: 508-172-010

For a valuable consideration, receipt of which is hereby acknowledged, **Riverside County Flood Control and Water Conservation District**, (hereinafter "**Grantor**"), hereby GRANTS to the **CITY OF PALM SPRINGS**, a California charter city and municipal corporation, (hereinafter "**Grantee**"), permanent easements for right-of-way, streets, highways, sanitary sewer lines, domestic water lines, public utilities, and other appurtenant uses, together with the right to construct, maintain, repair, operate, use, dedicate or declare the same for public use, in, on, under, over and across the real property in the City of Palm Springs, Riverside County, California, more particularly described on **Exhibit "A"** and shown on **Exhibit "B"** attached hereto and incorporated herein by this reference.

Riverside County Flood Control and Water Conservation District

Dated: _____

By: _____

Name: _____

Its: _____

Dated: _____

By: _____

Name: _____

Its: _____

ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of _____

County of _____

On _____ before me, _____,
Date Name, Title of Officer

personally appeared _____,
NAME(S) OF SIGNER(S)

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

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

Witness my hand and official seal.

Signature of Notary

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE Title or Type of Document _____
MUST BE ATTACHED
TO THE DOCUMENT Number of Pages _____ DATE of DOCUMENT _____
DESCRIBED AT RIGHT:
Signer(s) Other Than Named Above _____

RECORDING REQUESTED BY
City of Palm Springs

WHEN RECORDED RETURN TO:

City Clerk
City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

Exempt from recording fees and tax under
Govt. Code §6103 and Rev. & Tax Code §11922

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**CHANNEL STRUCTURE EASEMENT
(PALM CANYON DRIVE)**

APN: 508-171-007
APN: 508-172-012

For a valuable consideration, receipt of which is hereby acknowledged, **Riverside County Flood Control and Water Conservation District**, (hereinafter "**Grantor**"), hereby GRANTS to the **City Of Palm Springs, a California charter city and municipal corporation**, (hereinafter "**Grantee**"), a channel structure easement for grading (cutting into and filling over existing ground) and appurtenant uses, together with the right to construct, maintain, repair, and use the channel structure constructed for the benefit of Grantee, in, on, under, over and across the real property in the City of Palm Springs, Riverside County, California, more particularly described on **Exhibit "A"** and shown on **Exhibit "B"** attached hereto and incorporated herein by this reference.

Riverside County Flood Control and Water Conservation District

Dated: _____

By: _____

Name: _____

Its: _____

Dated: _____

By: _____

Name: _____

Its: _____

ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of _____

County of _____

On _____ before me, _____
Date Name, Title of Officer

personally appeared _____
NAME(S) OF SIGNER(S)

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

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

Witness my hand and official seal.

Signature of Notary

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE Title or Type of Document _____
MUST BE ATTACHED
TO THE DOCUMENT Number of Pages _____ DATE of DOCUMENT _____
DESCRIBED AT RIGHT:
Signer(s) Other Than Named Above _____

Exhibit "D"

HAZARDOUS SUBSTANCE DEFINITION

EXHIBIT D

HAZARDOUS SUBSTANCE DEFINITION

The term "Hazardous Substance" as used in this Agreement shall mean any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including but not limited to those substances, materials or wastes regulated now or in the future under any of the statutes or regulations listed below and any and all of those substances included within the definitions of "hazardous substances", "hazardous materials", "hazardous waste", "hazardous chemical substance or mixture", "imminently hazardous chemical substance or mixture", "toxic substances", "hazardous air pollutant", "toxic pollutant" or "solid waste" in the statutes or regulations listed below. Hazardous Substances shall also mean any and all other similar terms defined in other federal state and local laws, statutes, regulations, orders or rules and materials and wastes which are regulated under applicable local, state or federal law for the protection of health or the environment or which are classified as hazardous or toxic substances, materials or waste, pollutants or contaminants, as defined, listed or regulated by any federal, state or local law, regulation or order or by common law decision, including, without limitation, (i) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents, (ii) any petroleum products or fractions thereof, (iii) asbestos, (iv) polychlorinated biphenyls, (v) flammable explosives, (vi) urea formaldehyde, and (vii) radioactive materials and waste.

In addition, a Hazardous Substance shall include:

(1) A "Hazardous Substance", "Hazardous Material", "Hazardous Waste", or "Toxic Substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801, et seq., or the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq.;

(2) "Oil" or a "Hazardous Substance" listed or identified pursuant to § 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1321, as well as any other hydrocarbonic substance or by-product;

(3) Listed by the State of California as a chemical known by the State to cause cancer or reproductive toxicity;

(4) A material which due to its characteristics or interaction with one or more other substances, chemical compounds, or mixtures, damages or threatens to damage, health, safety, or the environment, or is required by any law or public agency to be remediated, including remediation which such law or public agency requires in order for the property to be put to any lawful purpose;

(5) Any material the presence of which would require remediation, whether or not the presence of such material resulted from a leaking underground fuel tank;

(6) Pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 et seq.;

(7) Asbestos, PCBs, and other substances regulated under the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.;

(8) Any radioactive material including, without limitation, any "source material", "special nuclear material", "by-product material", "low-level wastes", "high-level radioactive waste", "spent nuclear fuel" or "transuranic waste", and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act, 42 U.S.C. §§ 2011 et seq., or the Nuclear Waste Policy Act, 42 U.S.C. §§ 10101 et seq.

(9) Industrial process and pollution control wastes, whether or not "hazardous" within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.;

All other laws, ordinances, codes, statutes, regulations, administrative rules, policies and orders, promulgated pursuant to said foregoing statutes and regulations or any amendments or replacement thereof, provided such amendments or replacements shall in no way limit the original scope and/or definition of Hazardous Substance defined herein.

RECORDING REQUESTED BY

City of Palm Springs

WHEN RECORDED RETURN TO:

City Clerk
City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

Exempt from recording fees and tax under
Govt. Code §6103 and Rev. & Tax Code §11922

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**SLOPE EASEMENT
(PALM CANYON DRIVE)**

APN: 508-161-002

For a valuable consideration, receipt of which is hereby acknowledged, **Riverside County Flood Control and Water Conservation District**, (hereinafter "Grantor"), hereby GRANTS to the **City Of Palm Springs, a California charter city and municipal corporation**, (hereinafter "Grantee"), a non-exclusive easement for grading (cutting into and filling over existing ground) and appurtenant uses, together with the right to construct, maintain, repair, and use the slope constructed for the benefit of Grantee, in, on, under, over and across the real property in the City of Palm Springs, Riverside County, California, more particularly described on **Exhibit "A"** and shown on **Exhibit "B"** attached hereto and incorporated herein by this reference.

Riverside County Flood Control and Water Conservation District

Dated: NOV 17 2020

By: Karen S. Spiegel

Name: KAREN SPIEGEL

Its: _____

Dated: _____

By: _____

Name: _____

Its: _____

ATTEST:

KECIA R. HARPER, Clerk

By: [Signature]
DEPUTY

ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of _____

County of _____

On _____ before me, _____
Date Name, Title of Officer

personally appeared _____
NAME(S) OF SIGNER(S)

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

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

Witness my hand and official seal.

Signature of Notary

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE Title or Type of Document _____
MUST BE ATTACHED
TO THE DOCUMENT Number of Pages _____ DATE of DOCUMENT _____
DESCRIBED AT RIGHT:
Signer(s) Other Than Named Above _____

Exhibit "A"

LEGAL DESCRIPTION OF THE AREA

EXHIBIT "A"
LEGAL DESCRIPTION
APN 508-161-002 RIV. CO. FLOOD CONTROL
SLOPE EASEMENT

SLOPE EASEMENT:

THAT PORTION OF THAT CERTAIN REAL PROPERTY, IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED IN CORPORATION GRANT DEED FROM PALM SPRING TAHQUITZ COMPANY, A CORPORATION TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, A BODY CORPORATE AND POLITIC, RECORDED JANUARY 12, 1949 IN BOOK 1043, PAGE 513 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN LOT 13 IN SECTION 23 OF PALM VALLEY COLONY LANDS AS SHOWN BY MAP ON FILE IN BOOK 14, PAGE 652 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK "F" OF TAHQUITZ RIVER ESTATES NO. 2, AS SHOWN BY MAP ON FILE IN BOOK 22, PAGES 76 AND 77, OF MAPS, RECORDS OF RIVERSIDE COUNTY, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF SOUTH PALM CANYON DRIVE (STATE HWY NO. 111) (40.00 FEET HALF WIDTH EASTERLY) AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 57, PAGES 3 TO 16, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY;

THENCE NORTH 76°21'57" WEST ALONG THE NORTHWESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID BLOCK "F", A DISTANCE OF 10.34 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SOUTH PALM CANYON DRIVE (FORMERLY STATE HIGHWAY) (30.00 FEET HALF WIDTH) AS SHOWN ON SAID TAHQUITZ RIVER ESTATES NO. 2, SAID EASTERLY RIGHT OF WAY LINE ALSO BEING THE WESTERLY LINE OF SAID BOOK 1043, PAGE 513 OF OFFICIAL RECORDS;

THENCE NORTH 01°01'27" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 96.61 FEET TO THE BEGINNING OF TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1452.27 FEET;

THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL OF 02°36'59", AN ARC DISTANCE OF 66.32 TO AN ANGLE POINT THEREOF;

THENCE RADIALLY FROM SAID CURVE, NORTH 86°21'33" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF NORTH RIVERSIDE DRIVE (VARIABLE HALF WIDTH WESTERLY) AS SHOWN ON SAID TAHQUITZ RIVER ESTATES NO. 2;

EXHIBIT "A"
LEGAL DESCRIPTION
APN 508-161-002 RIV. CO. FLOOD CONTROL
SLOPE EASEMENT

THENCE SOUTH 18°16'32" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 17.24 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE, SOUTH 03°43'09" EAST, A DISTANCE OF 136.34 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 50.00 FEET EASTERLY, MEASURED AT A RIGHT ANGLE, TO THE CENTERLINE OF SAID SOUTH PALM CANYON DRIVE;

THENCE SOUTH 01°01'27" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 15.94 FEET TO A POINT ON SAID SOUTHERLY LINE OF BLOCK "F";

THENCE SOUTH 76°21'57" EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 5.17 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 55.00 FEET EASTERLY, MEASURED AT A RIGHT ANGLE, TO SAID CENTERLINE OF SOUTH PALM CANYON DRIVE;

THENCE NORTH 01°01'27" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 17.37 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 5.00 FEET NORTHEASTERLY, MEASURED AT A RIGHT ANGLE, TO AFOREMENTIONED COURSE "SOUTH 03°43'09" EAST, A DISTANCE OF 136.34 FEET";


THENCE NORTH 03°43'09" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 117.20 FEET TO A POINT ON SAID WESTERLY RIGHT OF WAY LINE;

THENCE NORTH 18°16'32" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 19.89 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 717 SQUARE FEET (0.0165 ACRES), MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION



Michael E. Johnson, L.S. 7673

7/07/20

Date

Prepared By: AL
Checked By: mg



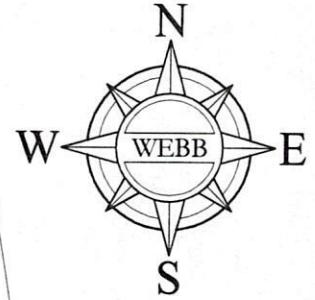
Exhibit "B"

DEPICTION OF THE AREA

EXHIBIT "B"

SLOPE EASEMENT

APN 508-161-002 RIV. CO. FLOOD CONTROL

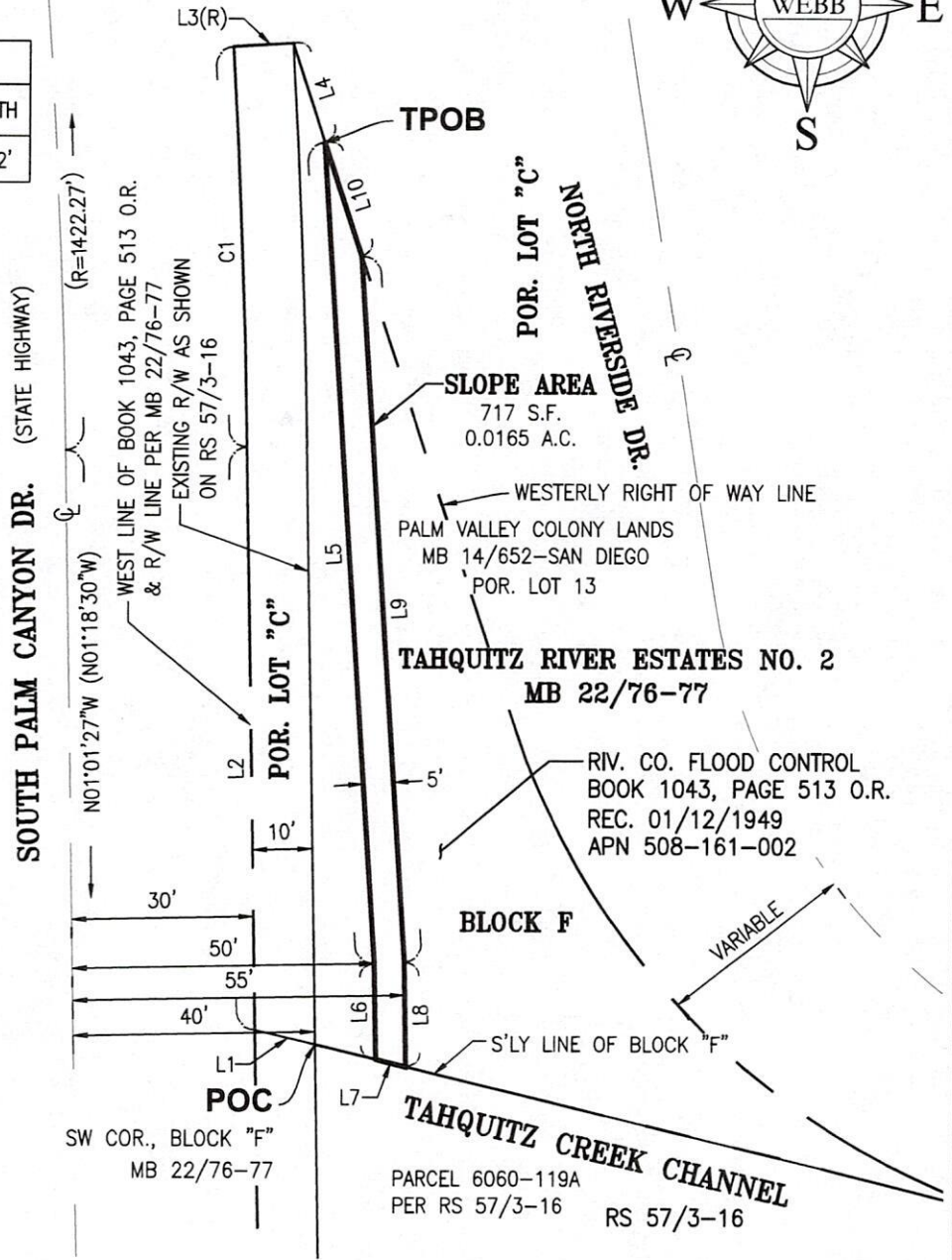


NOTE

() RECORD DATA PER MB 22/76-77.

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	1452.27'	2°36'59"	66.32'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N76°21'57"W	10.34'
L2	N01°01'27"W	96.61'
L3	N86°21'33"E	10.00'
L4	S18°16'32"E	17.24'
L5	S03°43'09"E	136.34'
L6	S01°01'27"E	15.94'
L7	S76°21'57"E	5.17'
L8	N01°01'27"W	17.37'
L9	N03°43'09"W	117.20'
L10	N18°16'32"W	19.89'



7/07/20

1" = 30'



SEC. 23, T4S, R4E, SBM

ALBERT A. WEBB ASSOCIATES

CITY OF PALM SPRINGS

G:\2014\14-0262\Drawings\Mapping\14-0262-SLOPE-RCFC_508161002.dwg 6/25/2020 2:45 PM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1 W.O. 14-262

SCALE: 1"=30' DRWN BY JCR DATE 2/05/2019 SUBJECT: SLOPE EASEMENT
 CHKD BY MEJ DATE _____

City of Palm Springs

Office of the City Clerk

3200 East Tahquitz Canyon Way • Palm Springs, California 92262
Tel: (760) 323-8204 • Fax: (760) 322-8332 • Web: www.palmspringsca.gov

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the following:

Slope Easement

Dated: _____

From:

Riverside County Flood Control and Water Conservation District

Grantor, to the City of Palm Springs, a municipal corporation and charter city, Grantee, is hereby accepted by the City Clerk of said City of Palm Springs, on this ____ day of _____, 20__, pursuant to authority granted by the City Council of said City, by Resolution No. _____ made on the ____ day of _____, _____, and the Grantee consents to recordation thereof by the City Clerk, its duly authorized officer.

Dated at Palm Springs, California, this ____ day of _____, 20__.



Anthony Mejia
City Clerk

RECORDING REQUESTED BY
City of Palm Springs

WHEN RECORDED RETURN TO:

City Clerk
City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

Exempt from recording fees and tax under
Govt. Code §6103 and Rev. & Tax Code §11922

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**CHANNEL STRUCTURE EASEMENT
(PALM CANYON DRIVE)**

APN: 508-171-007
APN: 508-172-012

For a valuable consideration, receipt of which is hereby acknowledged, **Riverside County Flood Control and Water Conservation District**, (hereinafter "**Grantor**"), hereby GRANTS to the **City Of Palm Springs, a California charter city and municipal corporation**, (hereinafter "**Grantee**"), a channel structure easement for grading (cutting into and filling over existing ground) and appurtenant uses, together with the right to construct, maintain, repair, and use the channel structure constructed for the benefit of Grantee, in, on, under, over and across the real property in the City of Palm Springs, Riverside County, California, more particularly described on **Exhibit "A"** and shown on **Exhibit "B"** attached hereto and incorporated herein by this reference.

Riverside County Flood Control and Water Conservation District

Dated: NOV 17 2020

By: Karen S. Spiegel

Name: KAREN SPIEGEL

Its: _____

Dated: _____

By: _____

Name: _____

Its: _____

ATTEST:

KECIA R. HARPER, Clerk

By: [Signature]
DEPUTY

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

§

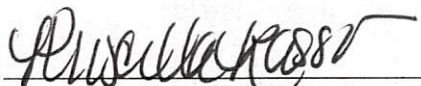
On November 17, 2020, before me, Priscilla Rasso, Board Assistant, personally appeared Karen Spiegel, Chairwoman of the Board of Supervisors of the Flood Control and Water Conservation District, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her 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
Clerk of the Board of Directors

By:


Deputy Clerk

(SEAL)

ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of _____

County of _____

On _____ before me, _____,
Date Name, Title of Officer

personally appeared _____,
NAME(S) OF SIGNER(S)

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

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

Witness my hand and official seal.

Signature of Notary

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE Title or Type of Document _____
MUST BE ATTACHED
TO THE DOCUMENT Number of Pages _____ DATE of DOCUMENT _____
DESCRIBED AT RIGHT:
Signer(s) Other Than Named Above _____

Exhibit "A"

LEGAL DESCRIPTION OF THE AREA

EXHIBIT "A"
LEGAL DESCRIPTION
APN 508-171-007 RIV. CO. FLOOD CONTROL
CHANNEL STRUCTURE EASEMENT

RIGHT-OF-WAY AREA:

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF LOT 13 OF PALM VALLEY COLONY LANDS AS SHOWN BY MAP ON FILE IN BOOK 14 PAGE 652 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, LYING WITHIN SECTION 23, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEASTERLY CORNER OF PARCEL 6060-116, AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 57, PAGES 3 TO 16, INCLUSIVE OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, SAID POINT BEING ON THE NORTHEASTERLY LINE OF THAT PARCEL OF LAND CONVEYED TO PALM SPRINGS MASONIC TEMPLE ASSOCIATION, A CORPORATION, BY THAT CERTAIN DEED RECORDED NOVEMBER 18, 1948, IN BOOK 1027, PAGE 499 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF PALM CANYON DRIVE (40.00 FEET HALF WIDTH WESTERLY) AS SHOWN ON SAID RECORD OF SURVEY;

THENCE SOUTH 65°20'41" EAST ALONG THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF SAID PARCEL 6060-116, A DISTANCE OF 11.10 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SOUTH PALM CANYON DRIVE (FORMERLY STATE HIGHWAY) (30.00 FEET HALF WIDTH WESTERLY) AS SHOWN BY MAP OF TAQUITZ RIVER ESTATES NO. 2 SUBDIVISION ON FILE IN BOOK 22, PAGES 76 TO 77 OF MAPS, RECORDS OF RIVERSIDE COUNTY;

THENCE NORTH 01°01'27" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 109.49 FEET TO THE SOUTHERLY LINE OF THAT EASEMENT CONVEYED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED JANUARY 12, 1949 IN BOOK 1043, PAGE 517 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY;

THENCE NORTH 70°29'24" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 10.68 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 10.00 FEET WESTERLY, MEASURED AT A RIGHT ANGLE, FROM SAID WESTERLY RIGHT OF WAY LINE AS SHOWN ON TAQUITZ RIVER ESTATES NO. 2 SUBDIVISION, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF PALM CANYON DRIVE AS SHOWN ON SAID RECORD OF SURVEY;

EXHIBIT "A"
LEGAL DESCRIPTION
APN 508-171-007 RIV. CO. FLOOD CONTROL
CHANNEL STRUCTURE EASEMENT

THENCE NORTH 01°01'27" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE AS SHOWN ON SAID RECORD OF SURVEY, A DISTANCE OF 16.02 FEET TO THE NORTHEAST CORNER OF PARCEL 6060-115A AS SHOWN ON SAID RECORD OF SURVEY;

THENCE NORTH 70°29'24" WEST ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 6060-115A, A DISTANCE OF 10.68 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 50.00 FEET WESTERLY, MEASURED AT A RIGHT ANGLE, FROM THE CENTERLINE OF SAID SOUTH PALM CANYON DRIVE OF SAID RECORD OF SURVEY;


THENCE SOUTH 01°01'27" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 123.38 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL 6060-116;

THENCE SOUTH 65°20'41" EAST ALONG SAID SOUTHWESTERLY LINE OF SAID PARCEL 6060-116, A DISTANCE OF 11.10 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2329 SQUARE FEET (0.054 ACRES), MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION



Michael E. Johnson, L.S. 7673

7/07/20

Date

Prepared By: AL
Checked By: mf



EXHIBIT "A"
LEGAL DESCRIPTION
APN 508-172-012 RIV. CO. FLOOD CONTROL

RIGHT-OF-WAY AREA:

THAT PORTION OF THAT CERTAIN REAL PROPERTY, IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED IN CORPORATION GRANT DEED FROM PALM SPRING TAHQUITZ COMPANY, A CORPORATION TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, A BODY CORPORATE AND POLITIC, RECORDED JANUARY 12, 1949 IN BOOK 1043, PAGE 513 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN LOT 13 IN SECTION 23 OF PALM VALLEY COLONY LANDS AS SHOWN BY MAP ON FILE IN BOOK 14, PAGE 652 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID BLOCK "C" OF TAHQUITZ RIVER ESTATES NO. 2, AS SHOWN BY MAP ON FILE IN BOOK 22, PAGES 76 AND 77 OF MAPS, RECORDS OF RIVERSIDE COUNTY;

THENCE NORTH 71°35'27" WEST ALONG THE NORTHWESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID BLOCK "C" TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SOUTH PALM CANYON DRIVE (FORMERLY STATE HIGHWAY) (30.00 FEET HALF WIDTH) AS SHOWN ON SAID TAHQUITZ RIVER ESTATES NO. 2, SAID EASTERLY RIGHT OF WAY LINE ALSO BEING THE WESTERLY LINE OF SAID BOOK 1043, PAGE 513 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH 01°01'27" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 94.82 FEET TO A POINT THEREON, SAID POINT BEING THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE WITH THE SOUTHERLY LINE OF BLOCK "F" OF SAID TAHQUITZ RIVER ESTATES NO. 2;

THENCE SOUTH 76°21'57" EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 20.67 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 50.00 FEET EASTERLY, MEASURED AT A RIGHT ANGLE, TO THE CENTERLINE OF SAID SOUTH PALM CANYON DRIVE;

THENCE SOUTH 01°01'27" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 96.65 FEET TO A POINT ON SAID NORTHERLY LINE OF BLOCK "C";


EXHIBIT "A"
LEGAL DESCRIPTION
APN 508-172-012 RIV. CO. FLOOD CONTROL

THENCE NORTH 71°35'27" WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 10.60 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,915 SQUARE FEET (0.044ACRES), MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION



Michael E. Johnson, L.S. 7673

7/07/20
Date

Prepared By: AL
Checked By: mf



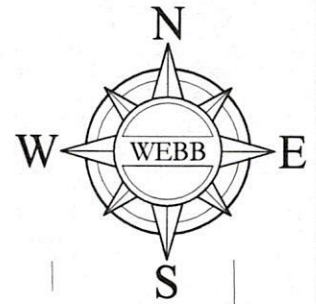
Exhibit "B"

DEPICTION OF THE AREA

EXHIBIT "B"

Channel Structure Easement

APN 508-171-007 RIV. CO. FLOOD CONTROL



NOTES

- ① 10' PUBLIC HIGHWAY & PUBLIC UTILITY EASEMENT PER BOOK 1710, PAGE 227 O.R., REC. 03/21/1955.
- ② EASEMENT FOR FLOOD CONTROL AND WATER CONSERVATION PURPOSES AND OTHER PURPOSES PER BOOK 1043, PAGE 517 O.R., REC. 1/12/1949.
- ③ QUITCLAIMED BY RCFC PER BOOK 1812, PAGE 258 O.R. REC. 10/26/1955.

[] RECORD DATA PER RS 57/3-16

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S65°20'41"E	11.10'
L2	N01°01'27"W	109.49'
L3	N70°29'24"W	10.68'
L4	N01°01'27"W	16.02'
L5	N70°29'24"W	10.68'
L6	S01°01'27"E	123.38'
L7	S65°20'41"E	11.10'

PALM VALLEY COLONY LANDS

MB 14/652-SAN DIEGO

POR. LOT 13

SE COR. OF BOOK. 1043,
PAGE 517 (1/12/1949)

PARCEL 6060-116

RS 57/3-16

RIV. CO. FLOOD CONTROL

APN 508-171-007

TAHQUITZ CREEK CHANNEL

R/W AREA
2329 S.F.
0.054 A.C.

EXISTING R/W AS
SHOWN ON RS 57/3-16

NE'LY LINE OF BOOK 1027, PAGE 499 O.R.
REC. 11/18/1948 & SW'LY LINE OF PARCEL 6060-116

PARCEL 6060-115B
RS 57/3-16

POR. BOOK 1027, PAGE 499 O.R.
REC. 11/18/48

POB

SE COR. PCL. 6060-116
RS 57/3-16

THE MOST NE'LY COR. OF BOOK 1027,
PAGE 499 O.R., REC. 11/18/1948

(STATE HIGHWAY)

SOUTH PALM CANYON DR.

N01°03'20"W [N01°03'20"W]

R/W AS SHOWN
ON MB 22/76-77



7/07/20

1" = 30'



SEC. 23, T4S, R4E, SBM

ALBERT A. WEBB ASSOCIATES

CITY OF PALM SPRINGS

G:\2014\14-0262\Drawings\Mapping\14-0262-RW-RCFC_508171007.dwg 6/25/2020 3:08 PM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT.
ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O.
14-262

SCALE: 1"=30'

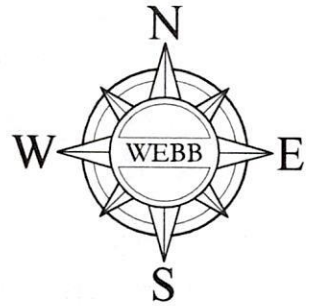
DRWN BY JCR
CHKD BY MEJ

DATE 1/16/2019
DATE _____

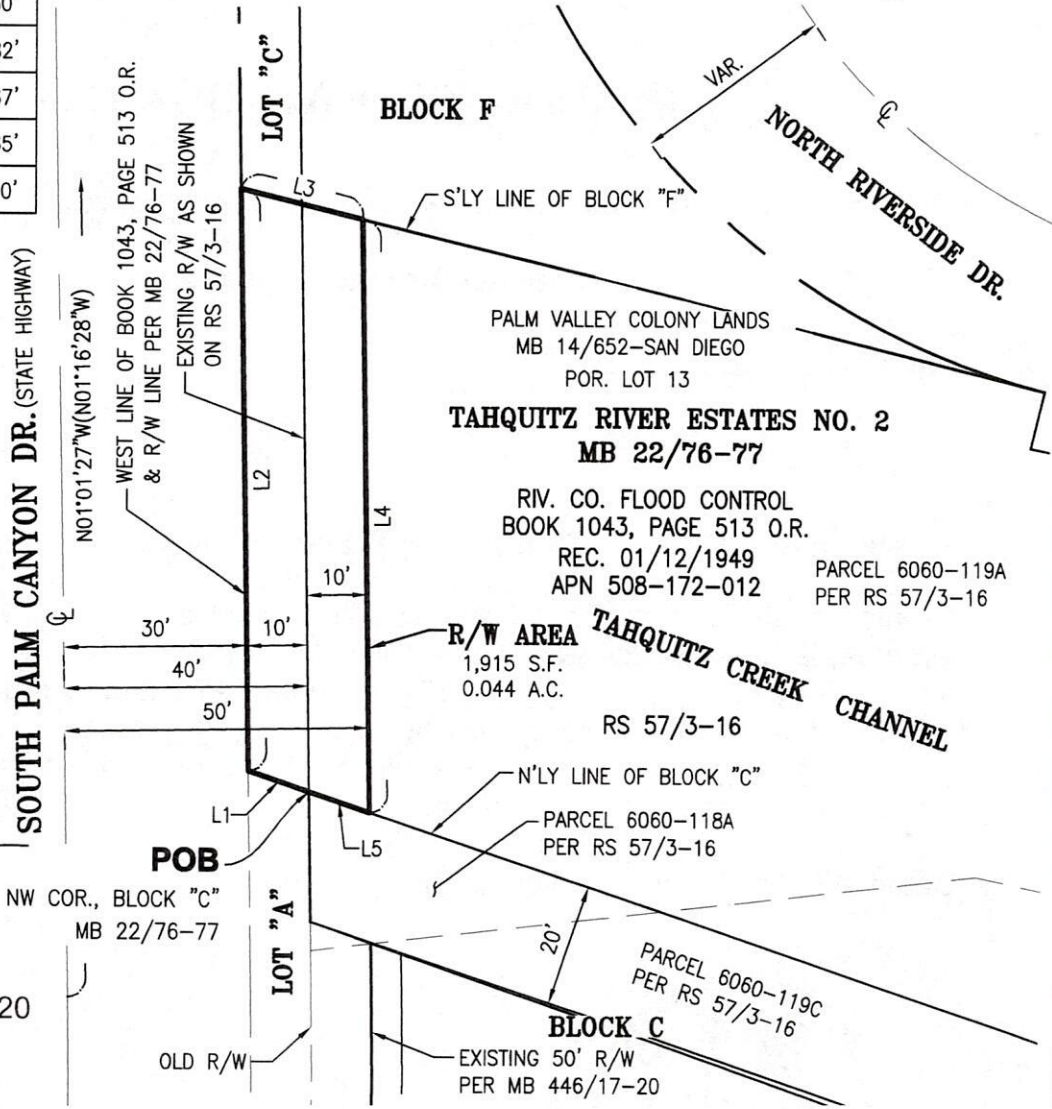
SUBJECT: **RIGHT-OF-WAY DEDICATION**

EXHIBIT "B"

APN:508-172-012 RV. CO. FLOOD CONTROL



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N71°35'27"W	10.60'
L2	N01°01'27"W	94.82'
L3	S76°21'57"E	20.67'
L4	S01°01'27"E	96.65'
L5	N71°35'27"W	10.60'



7/07/20

1" = 30'



SEC. 23, T4S, R4E, SBM

NOTE
() RECORD DATA PER MB 446/17-20.

ALBERT A.
WEBB
ASSOCIATES

CITY OF PALM SPRINGS

G:\2014\14-0262\Drawings\Mapping\14-0262-RW-RCFC_508172012.dwg 6/25/2020 4:31 PM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT.
ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O.
14-262

SCALE: 1"=30'

DRWN BY JCR
CHKD BY MEJ

DATE 2/04/2019
DATE

SUBJECT: RIGHT-OF-WAY

City of Palm Springs

Office of the City Clerk

3200 East Tahquitz Canyon Way • Palm Springs, California 92262
Tel: (760) 323-8204 • Fax: (760) 322-8332 • Web: www.palmspringsca.gov

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the following:

Channel Structure Easement

Dated: _____

From:

Riverside County Flood Control and Water Conservation District

Grantor, to the City of Palm Springs, a municipal corporation and charter city, Grantee, is hereby accepted by the City Clerk of said City of Palm Springs, on this ____ day of _____, 20__, pursuant to authority granted by the City Council of said City, by Resolution No. _____ made on the ____ day of _____, _____, and the Grantee consents to recordation thereof by the City Clerk, its duly authorized officer.

Dated at Palm Springs, California, this ____ day of _____, 20__.



Anthony Mejia
City Clerk

RECORDING REQUESTED BY
City of Palm Springs

WHEN RECORDED RETURN TO:

City Clerk
City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

Exempt from recording fees and tax under
Govt. Code §6103 and Rev. & Tax Code §11922

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**GRANT OF RIGHT-OF-WAY EASEMENT DEED
(PALM CANYON DRIVE)**

APN: 508-161-002
APN: 508-171-013
APN: 508-172-010

For a valuable consideration, receipt of which is hereby acknowledged, **Riverside County Flood Control and Water Conservation District**, (hereinafter "Grantor"), hereby GRANTS to the **CITY OF PALM SPRINGS, a California charter city and municipal corporation**, (hereinafter "Grantee"), permanent easements for right-of-way, streets, highways, sanitary sewer lines, domestic water lines, public utilities, and other appurtenant uses, together with the right to construct, maintain, repair, operate, use, dedicate or declare the same for public use, in, on, under, over and across the real property in the City of Palm Springs, Riverside County, California, more particularly described on **Exhibit "A"** and shown on **Exhibit "B"** attached hereto and incorporated herein by this reference.

Riverside County Flood Control and Water Conservation District

Dated: NOV 17 2020

By: Karen S. Spiegel
Name: KAREN SPIEGEL

Its: _____

Dated: _____

By: _____

Name: _____

Its: _____

ATTEST:

KECIA R. HARPER, Clerk

By: [Signature]
DEPUTY

ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of _____
County of _____
On _____ before me, _____
Date Name, Title of Officer
personally appeared _____
NAME(S) OF SIGNER(S)
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State identified herein, that the foregoing paragraph is true and correct.
Witness my hand and official seal.

Signature of Notary

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE Title or Type of Document _____
MUST BE ATTACHED
TO THE DOCUMENT Number of Pages _____ DATE of DOCUMENT _____
DESCRIBED AT RIGHT:
Signer(s) Other Than Named Above _____

Exhibit "A"

LEGAL DESCRIPTION OF THE AREA

EXHIBIT "A"
LEGAL DESCRIPTION
APN 508-161-002 RIV. CO. FLOOD CONTROL

RIGHT-OF-WAY AREA:

THAT PORTION OF THAT CERTAIN REAL PROPERTY, IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED IN CORPORATION GRANT DEED FROM PALM SPRING TAHQUITZ COMPANY, A CORPORATION TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, A BODY CORPORATE AND POLITIC, RECORDED JANUARY 12, 1949 IN BOOK 1043, PAGE 513 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN LOT 13 IN SECTION 23 OF PALM VALLEY COLONY LANDS AS SHOWN BY MAP ON FILE IN BOOK 14, PAGE 652 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF BLOCK "F" OF TAHQUITZ RIVER ESTATES NO. 2, AS SHOWN BY MAP ON FILE IN BOOK 22, PAGES 76 AND 77, OF MAPS, RECORDS OF RIVERSIDE COUNTY, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF SOUTH PALM CANYON DRIVE (STATE HWY NO. 111) (40.00 FEET HALF WIDTH EASTERLY) AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 57, PAGES 3 TO 16, INCLUSIVE OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY;

THENCE NORTH 76°21'57" WEST ALONG THE NORTHWESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID BLOCK "F", A DISTANCE OF 10.34 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SOUTH PALM CANYON DRIVE (FORMERLY STATE HIGHWAY) (30.00 FEET HALF WIDTH) AS SHOWN ON SAID TAHQUITZ RIVER ESTATES NO. 2, SAID EASTERLY RIGHT OF WAY LINE ALSO BEING THE WESTERLY LINE OF SAID BOOK 1043, PAGE 513 OF OFFICIAL RECORDS;

THENCE NORTH 01°01'27" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 96.61 FEET TO THE BEGINNING OF TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1452.27 FEET;

THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL OF 02°36'59", AN ARC DISTANCE OF 66.32 TO AN ANGLE POINT THEREOF;

THENCE RADIALLY FROM SAID CURVE, NORTH 86°21'33" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF NORTH RIVERSIDE DRIVE (VARIABLE HALF WIDTH WESTERLY) AS SHOWN ON SAID TAHQUITZ RIVER ESTATES NO. 2;

EXHIBIT "A"
LEGAL DESCRIPTION
APN 508-161-002 RIV. CO. FLOOD CONTROL

THENCE SOUTH 18°16'32" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 17.24 FEET TO A POINT THEREON;

THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE, SOUTH 03°43'09" EAST, A DISTANCE OF 136.34 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 50.00 FEET EASTERLY, MEASURED AT A RIGHT ANGLE, TO THE CENTERLINE OF SAID SOUTH PALM CANYON DRIVE;


THENCE SOUTH 01°01'27" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 15.94 FEET TO A POINT ON SAID SOUTHERLY LINE OF BLOCK "F";

THENCE NORTH 76°21'57" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 10.34 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2,767 SQUARE FEET (0.0635 ACRES), MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION



Michael E. Johnson, L.S. 7673

7/07/20
Date

Prepared By: AL
Checked By: Jmg



EXHIBIT "A"
LEGAL DESCRIPTION
APN 508-171-013 RIV. CO. FLOOD CONTROL

RIGHT-OF-WAY AREA:

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF LOT 13 OF PALM VALLEY COLONY LANDS AS SHOWN BY MAP ON FILE IN BOOK 14 PAGE 652 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, LYING WITHIN SECTION 23, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEASTERLY CORNER OF PARCEL 6060-116, AS SHOWN ON RECORD OF SURVEY FILED APRIL 8, 1971, IN BOOK 57, PAGES 3 TO 16, INCLUSIVE OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, SAID POINT BEING ON THE NORTHEASTERLY LINE OF THAT PARCEL OF LAND CONVEYED TO PALM SPRINGS MASONIC TEMPLE ASSOCIATION, A CORPORATION, BY DEED RECORDED NOVEMBER 18, 1948, IN BOOK 1027, PAGE 499 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF PALM CANYON DRIVE (40.00 FEET HALF WIDTH WESTERLY) AS SHOWN ON SAID RECORD OF SURVEY;

THENCE NORTH 65°20'41" WEST ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 6060-116, A DISTANCE OF 11.10 FEET TO A POINT ON A LINE PARALLEL WITH DISTANT 50.00 FEET WESTERLY, MEASURED AT A RIGHT ANGLE, FROM THE CENTERLINE OF SAID PALM CANYON DRIVE;

THENCE SOUTH 01°01'27" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 8.50 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF PARCEL 6060-213 AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 77, PAGES 1 TO 5, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY;

THENCE SOUTH 83°30'22" EAST ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 10.09 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL 6060-213, SAID POINT BEING ON SAID WESTERLY RIGHT OF WAY LINE;

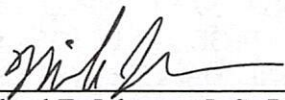
EXHIBIT "A"
LEGAL DESCRIPTION
APN 508-171-013 RIV. CO. FLOOD CONTROL

**THENCE NORTH 01°01'27" WEST ALONG SAID RIGHT OF WAY LINE, A
DISTANCE OF 5.01 FEET TO THE POINT OF BEGINNING.**

CONTAINING 68 SQUARE FEET (0.0016 ACRES), MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION



Michael E. Johnson, L.S. 7673

7/07/20

Date



Prepared By: AL
Checked By: gms

EXHIBIT "A"
LEGAL DESCRIPTION
APN 508-172-010 RIV. CO. FLOOD CONTROL

RIGHT-OF-WAY AREA:

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF BLOCK "C" OF TAHQUITZ RIVER ESTATES NO. 2 AS SHOWN BY MAP ON FILE IN BOOK 22 PAGES 76 AND 77, OF MAPS, RECORDS OF SAID COUNTY, LYING WITHIN SECTION 23, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK "C";

THENCE SOUTH 01°01'27" EAST ALONG THE WEST LINE OF SAID BLOCK "C", SAID WEST LINE ALSO BEING THE EASTERLY RIGHT OF WAY LINE OF SOUTH PALM CANYON DRIVE (40.00 FEET HALF WIDTH EASTERLY), AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 57, PAGES 3 TO 16, INCLUSIVE OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, A DISTANCE OF 21.21 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 20.00 FEET SOUTHERLY, MEASURED AT A RIGHT ANGLE, TO THE NORTHERLY LINE OF SAID BLOCK "C";

THENCE SOUTH 71°35'27" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 10.60 TO A POINT ON A LINE PARALLEL WITH AND DISTANT 50.00 FEET EASTERLY, MEASURED AT A RIGHT ANGLE TO THE CENTERLINE OF SAID SOUTH PALM CANYON DRIVE,


THENCE NORTH 01°01'27" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 21.21 FEET TO A POINT ON SAID NORTHERLY LINE OF BLOCK "C";

THENCE NORTH 71°35'27" WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 10.60 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 212 SQUARE FEET (0.005 ACRES), MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION



Michael E. Johnson, L.S. 7673

7/07/20

Date

Prepared By: AL
Checked By: mf



Exhibit "B"

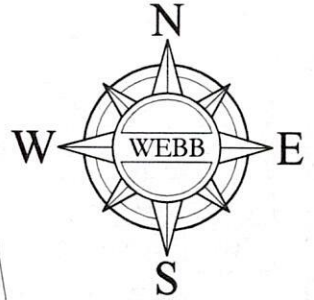
DEPICTION OF THE AREA

EXHIBIT "B"

APN 508-161-002 RIV. CO. FLOOD CONTROL

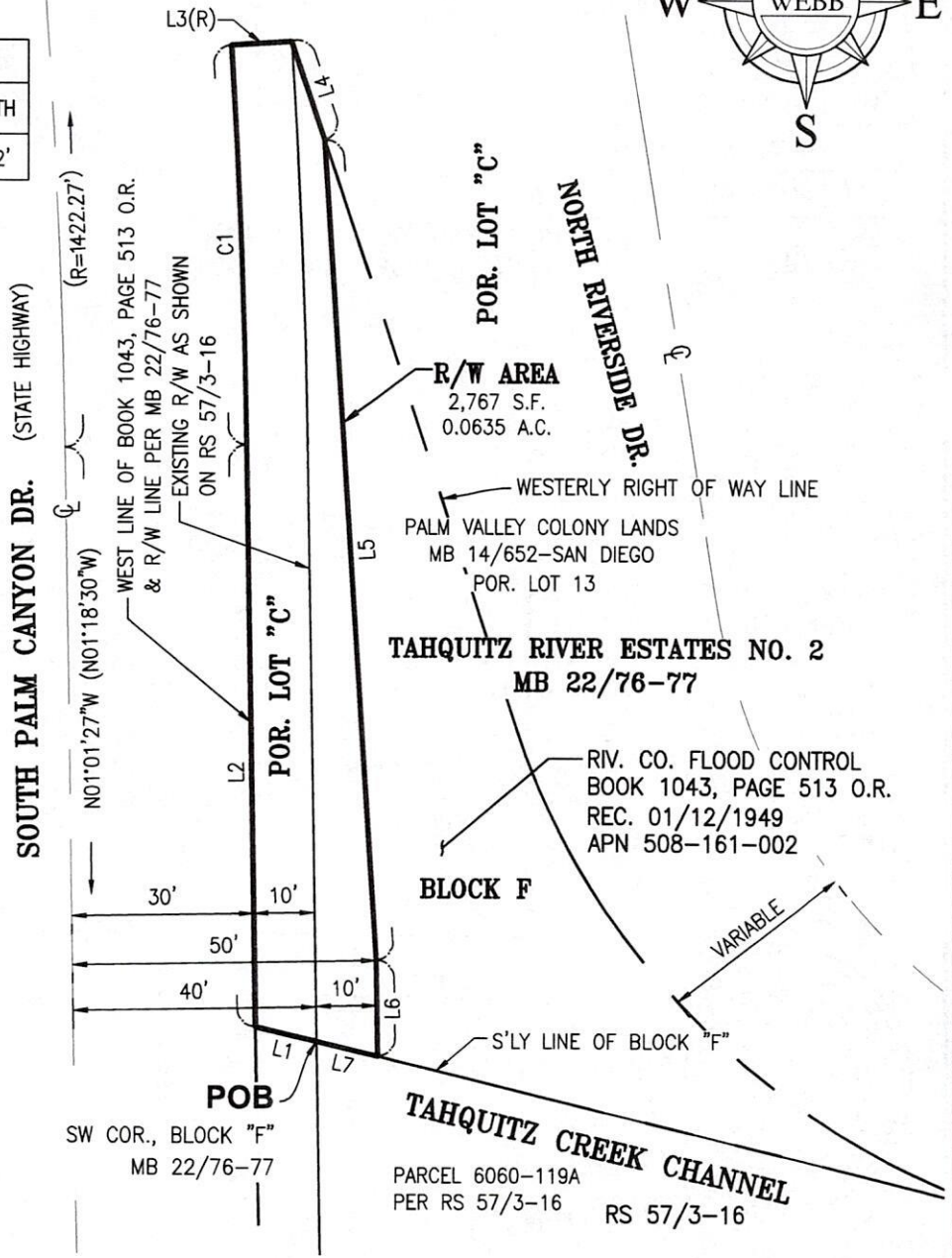
NOTE

() RECORD DATA PER MB 22/76-77.



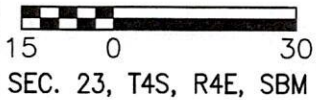
CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	1452.27'	2°36'59"	66.32'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N76°21'57"W	10.34'
L2	N01°01'27"W	96.61'
L3	N86°21'33"E	10.00'
L4	S18°16'32"E	17.24'
L5	S03°43'09"E	136.34'
L6	S01°01'27"E	15.94'
L7	N76°21'57"W	10.34'



7/07/20

1" = 30'



ALBERT A. WEBB ASSOCIATES

CITY OF PALM SPRINGS

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THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O.
14-262

SCALE: 1"=30'

DRWN BY JCR
CHKD BY MEJ

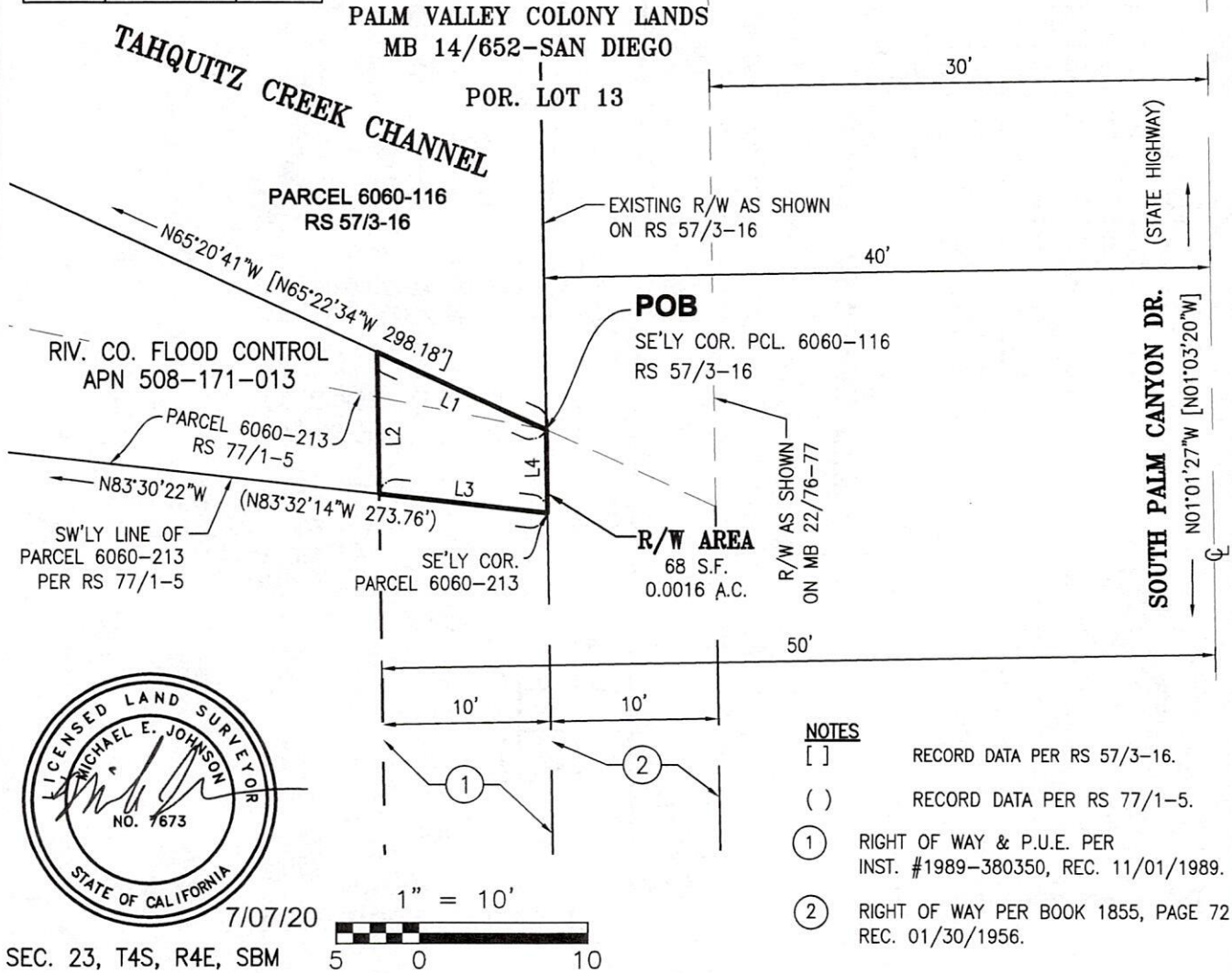
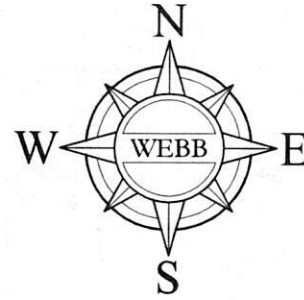
DATE 2/05/2019
DATE

SUBJECT: RIGHT-OF-WAY

EXHIBIT "B"

APN 508-171-013 RIV. CO. FLOOD CONTROL

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N65°20'41"W	11.10'
L2	S01°01'27"E	8.50'
L3	S83°30'22"E	10.09'
L4	N01°01'27"W	5.01'



7/07/20

- NOTES**
- [] RECORD DATA PER RS 57/3-16.
 - () RECORD DATA PER RS 77/1-5.
 - ① RIGHT OF WAY & P.U.E. PER INST. #1989-380350, REC. 11/01/1989.
 - ② RIGHT OF WAY PER BOOK 1855, PAGE 72 O.R., REC. 01/30/1956.

SEC. 23, T4S, R4E, SBM

ALBERT A. WEBB ASSOCIATES

CITY OF PALM SPRINGS

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THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1 W.O. 14-262

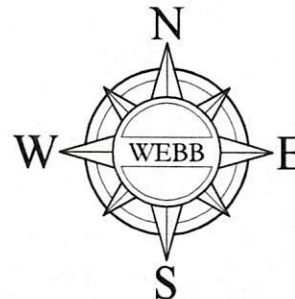
SCALE: 1"=10' DRWN BY JCR DATE 1/28/2019 SUBJECT: RIGHT-OF-WAY
CHKD BY MEJ DATE

EXHIBIT "B"

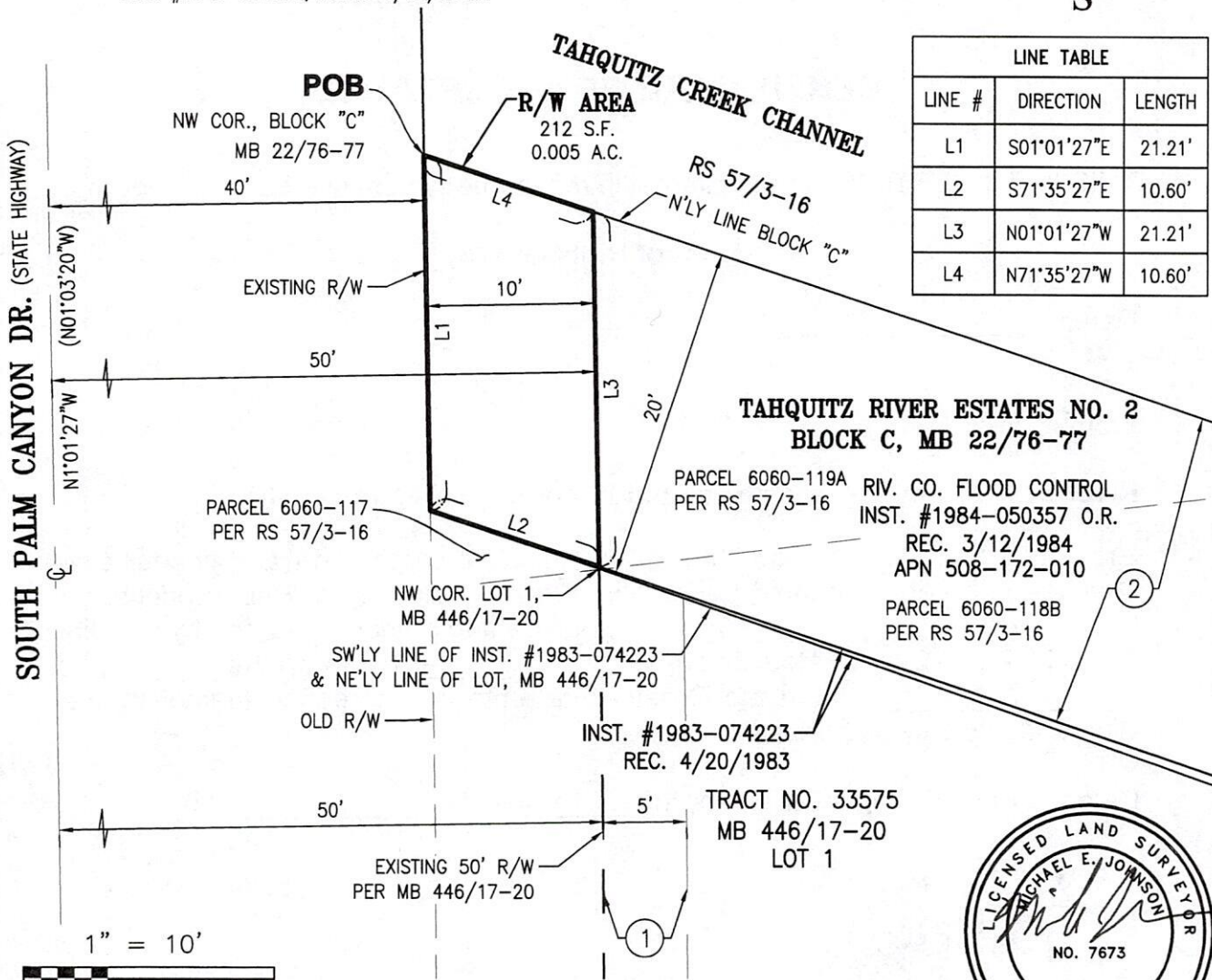
APN 508-172-010 RIV. CO. FLOOD CONTROL

NOTES

- () RECORD DATA PER MB 446/17-20.
- ① 5' VERIZON EASEMENT PER INST. #2016-324108, REC. 8/01/2016.
- ② 20' INGRESS AND EGRESS EASEMENT PER INST. #1949-001260, DATED 1/12/1949.



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S01°01'27"E	21.21'
L2	S71°35'27"E	10.60'
L3	N01°01'27"W	21.21'
L4	N71°35'27"W	10.60'



7/07/20

SEC. 23, T4S, R4E, SBM



CITY OF PALM SPRINGS

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THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1 W.O. 14-262

SCALE: 1"=10' DRWN BY JCR DATE 2/04/2019 SUBJECT: RIGHT-OF-WAY
 CHKD BY MEJ DATE _____

City of Palm Springs

Office of the City Clerk

3200 East Tahquitz Canyon Way • Palm Springs, California 92262
Tel: (760) 323-8204 • Fax: (760) 322-8332 • Web: www.palmspringsca.gov

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the following:

Grant of Right-of-Way

Dated: _____

From:

Riverside County Flood Control and Water Conservation District

Grantor, to the City of Palm Springs, a municipal corporation and charter city, Grantee, is hereby accepted by the City Clerk of said City of Palm Springs, on this ___ day of _____, 20___, pursuant to authority granted by the City Council of said City, by Resolution No. _____ made on the ___ day of _____, _____, and the Grantee consents to recordation thereof by the City Clerk, its duly authorized officer.

Dated at Palm Springs, California, this ___ day of _____, 20___.



Anthony Mejia
City Clerk