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

ITEM: 11.7
(ID # 14256)
MEETING DATE:
Tuesday, January 12, 2021

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Adopt Resolution No. F2021-03, Authorization to Purchase Permanent Easement Interest, RCFC Parcel No. 6160-21, a Temporary Construction Easement and Right of Entry, All in Real Property, Located in the County of Riverside, State of California, Identified as Portions of Assessor's Parcel Numbers 681-160-002 and 681-160-017 for the Palm Springs MDP Line 41, Stage 4 Project, Project No. 6-0-00160, Nothing Further Required Under CEQA, District 4. [$660,000 – District Zone 6 Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that nothing further is required under the California Environmental Quality Act (CEQA) because all potentially significant effects have been adequately analyzed in an earlier Initial Study and Mitigated Negative Declaration (IS/MND) (SCH#2006021010) certified by this Board on April 25, 2006 [Agenda Item No. 11.3] and the Subsequent Mitigated Negative Declaration (SMND) certified by this Board on September 16, 2008 [Agenda Item No. 11.6] have adequately addressed the environmental concerns pursuant to CEQA; and
2. Adopt Resolution No. F2021-03, Authorization to Purchase Permanent Easement Interest, RCFC Parcel No. 6160-21, a Temporary Construction Easement and a Right of Entry All in Real Property, Located in the County of Riverside, State of California, Identified as Portions of Assessor's Parcel Numbers 681-160-002 and 681-160-017 for the Palm Springs MDP Line 41, Stage 4 Project (Project); and

ACTION:

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 12/28/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Hewitt 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:	January 12, 2021
xc:	Flood

Kecia R. Harper
Clerk of the Board
By: _____ Deputy

3. Approve the Agreement for Purchase and Sale of Easement Interests in Real Property (Agreement) between the Riverside County Flood Control and Water Conservation District (District) and Safari Park, LLC, a California limited liability company, and authorize the Chairwoman of the Board to execute the same on behalf of the District; and
4. Authorize the District's General Manager-Chief Engineer or his designee to certify acceptance of any documents running in favor of the District as part of this transaction; and
5. Authorize the General Manager-Chief Engineer or his designee to execute any other related documents and administer all actions necessary to complete this transaction; and
6. Direct the Clerk of the Board to file the Notice of Determination with the County Clerk within five days of approval by the Board.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 660,000	$ 0	$ 660,000	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0
SOURCE OF FUNDS: 25160-947500-540040 Construction/Maintenance/Misc.			**Budget Adjustment:** No **For Fiscal Year:** 20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Project, which consists of a detention basin and underground storm drain system, will extend from the intersection of East Palm Canyon Drive and Golf Club Drive northwesterly to Matthew Drive to its terminus at Cherokee Way. Once constructed, the Project will provide flood protection to adjacent properties. The acquisition of private property interests is required to construct the Project.

The Project requires a 55,454 square foot permanent easement, a 4,687 square foot Temporary Construction Easement for staging purposes from the Property Owner of the Safari Mobile Home Park, located at 2601 S. Cherokee Way in the city of Palm Springs and is legally identified as Assessor's Parcel Number 681-160-002 and 681-160-017. The Property Owner has also agreed to allow the District to access all the private drives within the park during the construction. A Purchase Agreement has been secured with the Property Owner for the negotiated purchase price of $650,000 which incorporates the cost of obtaining a contractor and repaving the private drives within the park, plus $10,000 for title, escrow and related closing costs to consummate this transaction pursuant to the terms and conditions of the agreement.

Environmental Findings

Pursuant to CEQA, an IS/MND (SCH#2006021010) was prepared and adopted by the Board on April 25, 2006 [Agenda Item No. 11.3] and an SMND was adopted by this Board on September 16, 2008 [Agenda Item No. 11.6], which authorized the District to proceed with the Project and found that the environmental impacts were adequately addressed in the IS/MND and Subsequent IS/MND. Approval and execution of this Agreement and other similar actions related to the Project will not introduce new impacts and will not trigger any of the criteria described in Section 15162 of the CEQA Guidelines calling for the preparation of a subsequent MND or Environmental Impact Report (EIR). Therefore, nothing further is required under CEQA.

Resolution F2021-03 and the Agreement have been approved as to form by County Counsel.

Impact on Residents and Businesses

The implementing of this underground storm drain system will minimize flooding to the immediate area of Riverside County, specifically, to the adjacent property owners in the area of the Project.

Prev. Agn. Ref.: 11.3 of 04/25/2006
11.6 of 09/16/2008

ATTACHMENTS:

1. Resolution No. F2021-03
2. Agreement for Purchase and Sale of Real Property
3. Vicinity Map
4. Overall Project Exhibit
5. CEQA Notice of Determination
6. CEQA Fee Receipt
7. Authorization to Bill

P8/235408
JP:rlp

Scott Bruckner 1/4/2021

Gregory P. Priamos, Director County Counsel 12/29/2020

235407

BOARD OF SUPERVISORS

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

RESOLUTION NO. F2021-03

AUTHORIZATION TO PURCHASE PERMANENT EASEMENT INTEREST, RCFC PARCEL NO. 6160-21, A TEMPORARY CONSTRUCTION EASEMENT AND RIGHT OF ENTRY ALL IN REAL PROPERTY, LOCATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, IDENTIFIED AS PORTIONS OF ASSESSOR'S PARCEL NUMBERS 681-160-002 AND 681-160-017 FOR THE PALM SPRINGS MDP LINE 41, STAGE 4 PROJECT, NOTHING FURTHER REQUIRED UNDER CEQA, PROJECT NO. 6-0-00160

WHEREAS, the Riverside County Flood Control and Water Conservation District (District) is responsible for acquiring right of way property interests necessary for the Palm Springs MDP Line 41, Stage 4 Project (Project) for the purpose of constructing, inspecting, maintaining and operating flood control facility improvements to prevent flooding and to improve drainage in the area; and

WHEREAS, the District is constructing certain flood control facilities known as the Palm Springs MDP Line 41, Stage 4 Project (Project) and needs to acquire certain permanent easement interests in order to implement the Project; and

WHEREAS, Safari Park, LLC, a California limited liability company, is the record fee owner of that certain approximate 784,080 square feet (±18 acre) real property on Cherokee Way, south of Palm Canyon Drive, identified as Assessor's Parcel Number 681-160-002; and

WHEREAS, the required easement area is approximately 55,454 square feet and is known as RCFC Parcel No. 6160-21 and referred to as "Easement Area" and is more particularly described in Exhibit "A" and depicted on Exhibit "B" hereto; and the Temporary Construction Easement area is approximately 4,687 square feet and is referred to as "TCE" and is more particularly described in Exhibit "A" and depicted on Exhibit "B" hereto; both are incorporated herein by this reference; and

FORM APPROVED COUNTY COUNSEL
BY: Synthia M Gunzel 12.28.2020
SYNTHIA M GUNZEL DATE

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WHEREAS, the District desires to acquire from Safari Park, LLC and Safari Park, LLC desires to grant to the District the permanent easement and temporary construction rights within District Parcel No. 6160-21 and the TCE to facilitate the District's construction of the Project; and

WHEREAS, the acquisition of the permanent easement and temporary construction easement rights to the Property are subsequent discretionary actions contemplated for the Project and were analyzed in the previously adopted Initial Study and Mitigated Negative Declaration (IS/MND) (SCH#2006021010) certified by this Board on April 25, 2006 and a Subsequent Mitigated Negative Declaration (SMND) certified by this Board on September 16, 2008.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board in regular session assembled on January 12, 2021, in the meeting room of the Board of Supervisors located on the 1st Floor of the County Administrative Center at 4080 Lemon Street, Riverside, California, that this Board, based upon the evidence and testimony presented on the matter, both written and oral, including the documents as they relate to the Agreement for Purchase and Sale of Real Property (Agreement), has determined the following:

1. The Board has evaluated the proposed acquisition of the rights in the Property from Safari Park, LLC and determined the proposed acquisition is consistent and included in all substantive respects with the Palm Springs MDP Line 41, Stage 4 Project approved by the District; and
2. Based on the review of the Mitigated Negative Declaration (MND) and Supplemental Mitigated Negative Declaration (SMND), the environmental impacts of the acquisition project have been sufficiently assessed in the MND and SMND and it has been determined that the acquisition project would not have a significant effect on the environment based upon substantial evidence in light of the whole record; and
3. There are no substantial changes in the Palm Springs MDP Line 41, Stage 4 Project, including this acquisition project, no substantial changes in circumstances or no new

information that would require the preparation of subsequent negative declaration of other environmental assessment/documentation, pursuant to CEQA and Section 15162 of the CEQA Guidelines; and

4. Nothing further is required and no new environmental documentation is warranted because 1) all potentially significant impacts of the Project have been adequately analyzed in an earlier MND and SMND pursuant to legal standards; 2) all potentially significant effects of the Project have been avoided or mitigated pursuant to the earlier MND and SMND; 3) the Project will not result in any new significant environmental effects not identified in the earlier MND and SMND; 4) the Project will not substantially increase the severity of the environmental effects identified in the earlier MND and SMND; 5) no considerably different mitigation measures have been identified; and 6) no mitigation measures found infeasible have become feasible.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED by the vote of the Board on or after January 12, 2021 at 9:30 a.m. that this Board authorizes the purchase of those certain permanent easement and temporary construction easement interests in the real property known as RCFC Parcel No. 6160-21 and TCE located in the city of Palm Springs, County of Riverside, State of California, identified as being Assessor's Parcel Number 681-160-002, more particularly described on Exhibits "A" and "B", for a purchase price of $650,000.00 plus an additional $10,000.00 for title insurance policies, escrow fees and associated cost to consummate this transaction from the owner, Safari Park, LLC, pursuant to the terms and conditions of the Agreement.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Agreement for Sale and Purchase of Real Property between the District and Safari Park, LLC is hereby approved and the Chairwoman of the Board of Supervisors of the District is authorized to execute said Agreement on behalf of the District.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the District's General Manager-Chief Engineer or designee certify acceptance of any documents conveying the permanent easement interest in real property in favor of the District to complete the purchase and for recordation.

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

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the Board is directed to file the Notice of Determination with the County Clerk within five (5) days of approval by the Board.

JP:rlp

ROLL CALL:

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

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

Kecia R. Harper, Clerk of said Board

By _____
Deputy

NOTICE OF DETERMINATION

To: ☒ County Clerk
County of Riverside
2724 Gateway Drive
Riverside, CA 92507

Lead Agency: **Riverside County Flood Control and Water Conservation District**
1995 Market Street
Riverside, CA 92501
Contact: Randy Sheppeard
951.955.1306

Subject: Filing of Notice of Determination in compliance with Section 21152 of the Public Resources Code

State Clearinghouse Number: 2006021010

Project Title: Agreement for Purchase and Sale of Easement Interests in Real Property and other similar actions (Project) related to the Palm Springs MDP Line 41, Stages 3 and 4 Project (Palm Springs Line 41).

Project Location: Palm Springs Line 41 is located within the city of Palm Springs, Riverside County, California. More specifically, the Project will extend from the intersection of East Palm Canyon Drive and Golf Club Drive northwesterly to Matthew Drive to its terminus at Cherokee Way.

Project Description: Palm Springs Line 41 consists of an earthen detention basin and underground storm drain system. Once constructed, Palm Springs Line 41 will provide flood protection to adjacent properties and existing downstream development. The acquisition of private property interests and other similar actions are required to construct Palm Springs Line 41.

The Riverside County Flood Control and Water Conservation District (District), as CEQA Lead Agency, may also take future discretionary actions for the Project including, but not limited to the following actions: entering into agreements; additional property or right of way acquisition; and utility relocations. Palm Springs Line 41 received adequate environmental analysis in the previously adopted Mitigated Negative Declaration (MND) and Subsequent MND (SCH#2006021010). The above actions are consistent with the scope of the previously approved Palm Springs Line 41 and all impacts associated with such actions have been adequately analyzed. After evaluation, it was determined that the Project (i.e., approval and execution of this Agreement and other similar actions related to Palm Springs Line 41) will not introduce new impacts and will not trigger any of the criteria described in Section 15162 of the CEQA Guidelines calling for the preparation of a subsequent MND or EIR. Therefore, nothing further is required under CEQA.

CEQA Determination: This is to advise that the District has made the following determinations:

1. The Project will not have a significant effect on the environment.
2. The previously adopted Mitigated Negative Declaration (MND) and Subsequent Mitigated Negative Declaration for the Project were considered for this Project.
3. Mitigation measures were made a condition of approval for the MND and Subsequent MND, however, no mitigation measures are required or applicable for this Project.
4. A mitigation reporting or monitoring plan was previously adopted for Palm Springs Line 41.
5. A Statement of Overriding Considerations was not adopted by the lead agency for this Project.
6. Findings were made pursuant to the provisions of CEQA.

Documents Available for Review: This is to certify that MND and a Subsequent MND and records of this project's approval are available to the general public at Riverside County Flood Control and Water Conservation District, 1995 Market Street Riverside CA 92501. Please contact Randy Sheppeard at 951.955.1306 or by email at rsheppea@rivco.org if you require assistance.

JASON E. UHLEY
General Manager-Chief Engineer

10/22/2020
Date

GCJ:mcv
P8\231752

Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on,
1/13/21
Date
Initial

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RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 6/9/2020

BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

ACCOUNT: 526410

FUND: 25160

DEPT ID: 947500

PROGRAM:

AMOUNT: $50.00

REF:

CEQA Notice of Determination filing for Palm Springs MDP Line 41,m Stages 3 & 4.
226-6-8-00160-03-30-0000-922
The full CEQA MND fee was previously paid on this project as shown on the attached CEQA filing fee reciept (SCH#200600506). Therefore, only bill Flood Control for the $50 filing fee.

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE AN INVOICE FOR PAYMENT OF ALL DOCUMENTS INCLUDED.

NUMBER OF DOCUMENTS INCLUDED: 1

AUTHORIZED BY: Jeanine Rey Ext 51264 Jeanine J. Rey

PRESENTED BY: Joan Valle Ext 58856

CONTACT: Gene Jennings Ext 58377

TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY:

DATE:

DOCUMENT NO(S)/INVOICE NO(S):

Palm Springs MDP Line 41, Stage 4
Project No. 6-0-00160-04
APNS 681-160-002 and 681-160-017 (Portions of)
RCFC Parcel No. 6160-21 and TCE

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (Agreement) is entered into this 12TH day of January, 2020 by and between the **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a body politic, (hereinafter called "DISTRICT" or "BUYER") and **SAFARI PARK, LLC,** a California limited liability company, (hereinafter called "SELLER") for acquisition by BUYER from SELLER of certain easement interests for the Palm Springs MDP Line 41, Stage 4 (hereinafter called "PROJECT").

RECITALS

A. SELLER is the owner of certain real property located in the city of Palm Springs, County of Riverside, State of California, consisting of approximately 784,080 square feet (±18 acres) of land, legally described as Assessor's Parcel No. (APN) 681-160-002 and the related improvements, appurtenances and certain related personal and intangible property.

B. SELLER desires to sell and BUYER desires to purchase a permanent easement interest as well as a Temporary Construction Easement (TCE), which will expire at the completion of PROJECT, over a portion of the SELLER's Property as specifically described herein.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT FOR PURCHASE AND SALE OF EASEMENT INTERESTS. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell to BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the consideration set forth in this Agreement, the following Permanent Easement, TCE and Right of Entry over a portion of that certain real property, located in the city of Palm Springs, County of Riverside, State of California, commonly known as 2601 Cherokee Way, Palm Springs, CA 92264 and legally identified as APN 681-160-002 and APN 681-160-017 (collectively, the "SELLER's Property").

   A. The Permanent Easement interest which affects SELLER's Property will hereinafter be referred to as "RCFC Parcel No. 6160-21". Said section of land contains approximately 55,454 square feet (±1.273 AC) (Easement Area) and is described and depicted in Exhibits "A" and "B", both of which are attached hereto and are incorporated herein by this reference.

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1) Acquisition of the Permanent Easement interest shall grant to BUYER and its authorized agents the perpetual, unrestricted right to construct, reconstruct, inspect, operate, repair and maintain the PROJECT upon and within RCFC Parcel No. 6160-21.

2) Included as part of the construction of the PROJECT, SELLER grants DISTRICT and its authorized agents, the right to relocate a certain portion of an existing gas line owned by SELLER and located within RCFC Parcel No. 6160-21 that currently interferes with the PROJECT. Said gas line will be relocated at DISTRICT's expense.

3) The DISTRICT and its authorized agents agree to protect in place all other utilities and to minimize disruption of utility services during construction of PROJECT.

B. A Temporary Construction Easement interest which affects a section of SELLER's Property will hereinafter be referred to as the "TCE". Said section of land contains approximately 4,687 square feet (±0.108 AC) and is referred to herein as the "TCE Area" and is described and depicted in Exhibit "C", which is attached hereto and is incorporated herein by this reference.

1) Acquisition of the TCE shall grant to BUYER and its authorized agents, the right to enter upon and utilize the TCE Area for all purposes necessary to facilitate and accomplish the construction, installation and implementation of the PROJECT.

2) DISTRICT shall provide oral, written or electronic notice to SELLER at least forty-eight (48) hours before DISTRICT or its authorized agents, initially enters upon and uses the TCE Area and SELLER's Property. The rights therein granted to use the TCE Area shall commence upon SELLER receiving said notice from DISTRICT and expire at the completion of PROJECT.

C. A Right of Entry for ingress and egress purposes that affects all private streets within SELLER's Property will hereinafter be referred to as the "ROE".

1) During construction of the PROJECT, SELLER grants to BUYER and its authorized agents, access over all private streets within ROE to facilitate and accomplish the construction, installation and implementation of said PROJECT.

2) SELLER agrees to indemnify and release BUYER and its authorized agents, from all responsibility, liability or obligation regarding any damages to the private streets within SELLER's Property resulting from construction operations. It is understood and agreed between the parties hereto that payment shown in Section 2 below includes payment to SELLER to repave said private streets at the completion of PROJECT and as specified in Section 1(D) below. It is understood and agreed upon, that any damages resulting from construction

activities will be addressed as defined in Section 1(D) and compensated as specified in Section 2.

3) DISTRICT shall provide oral, written or electronic notice to SELLER at least forty-eight (48) hours before DISTRICT or its authorized agents initially enters upon and uses the ROE Area and SELLER's Property. The rights therein granted to use the ROE Area shall commence upon SELLER receiving said notice from DISTRICT and expire at the completion of PROJECT.

SAID ABOVE-LISTED EASEMENT INTERESTS AND REAL PROPERTY USE RIGHTS WILL HEREINAFTER BE COLLECTIVELY REFERRED TO AS THE "PROPERTY".

D. STREET REHABILITATION. SELLER agrees to hire their own independent contractor to repave all private streets within SELLER'S Property, excluding Santa Monica Street, as depicted on Exhibit "D", hereinafter referred to as "Street Rehabilitation". Street Rehabilitation shall be performed with a minimum asphalt thickness of three (3) inches and shall in all aspects comply with all applicable laws.

1) SELLER agrees to delay the commencement of Street Rehabilitation until the completion of PROJECT as evidenced by written or electronic notification by DISTRICT or for a period no longer than four (4) years from the date of the Close of Escrow, whichever comes first.

2) Should SELLER commence Street Rehabilitation prior to completion of PROJECT or within four (4) years from the date of the Close of Escrow, SELLER agrees to indemnify, defend, hold harmless and release BUYER and the County of Riverside and their respective directors, officers, Board of Supervisors, elected and appointed officials, agents, employees, representatives, independent contractors and subcontractors from all responsibility, liability or obligation regarding any damages or losses resulting in any way from or related to the Street Rehabilitation.

3) As part of PROJECT, DISTRICT agrees to reconstruct Santa Monica Street, as depicted on Exhibit "D", in accordance with the minimum street pavement thickness (minimum asphalt thickness of three [3] inches) for a minor street per requirements of the City of Palm Springs.

2. PURCHASE PRICE. The purchase price value that BUYER will provide to SELLER as consideration for the PROPERTY and the SELLER's Street Rehabilitation work is:

A. SIX HUNDRED FIFTY THOUSAND DOLLARS ($650,000.00) ("Purchase Price"). Payment shall be contingent upon BUYER obtaining the lease term easement interests in the adjacent property identified as Riverside County APN 681-160-017, Allotment 118E, from the United States of America. Upon recordation of a Grant of Right of Way signed by the United States of America conveying to BUYER said easement interests, payment of the Purchase Price shall

be made by BUYER in legal tender by cash, cashier's check or wire transfer such that the Escrow Holder can disburse cash proceeds accrued to SELLER at the Close of Escrow. If said contingency is not satisfied (as determined in BUYER's sole discretion), this portion of the PROJECT shall no longer be viable, and BUYER shall have the right to immediately terminate the Agreement by written notice to SELLER.

3. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER or its authorized agents, permission to enter upon SELLER's Property at all reasonable times prior to close of this transaction for the purpose of conducting due diligence, including making necessary or appropriate inspections. BUYER will give SELLER reasonable oral, written or electronic notice prior to entering SELLER's Property. BUYER does hereby indemnify and hold harmless SELLER, SELLER's heirs, successors, assigns, officers, employees, agents and representatives free and harmless from and against any and all liability, loss, damages and costs and expenses, demands, causes of action, claims or judgments arising from or that are in any way connected with BUYER's inspections or non-permanent improvements involving entrance onto SELLER's Property pursuant to this Section 3. If BUYER fails to acquire the PROPERTY due to BUYER's default, this license will terminate upon the termination of BUYER's right to purchase the PROPERTY. In such event, BUYER will remove or cause to be removed all of BUYER's personal property, facilities, tools and equipment from SELLER's Property. If BUYER does not remove all of BUYER's personal property, facilities, tools and equipment from SELLER's Property within ten (10) business days from the date that BUYER's license terminates under this Section, SELLER has the right to remove said personal property, facilities, tools and equipment from SELLER's Property. In the event BUYER fails to remove BUYER's personal property, facilities, tools and equipment from the Property after entering SELLER's Property to perform due diligence, including to make necessary or appropriate inspections as specified in this Section 3, BUYER is responsible for all reasonable costs incurred by SELLER in any such removal by SELLER.

4. ESCROW. The parties will establish an escrow at Commonwealth Land Title Insurance Company (Escrow Holder) to accommodate the transaction contemplated by this Agreement. For purposes of this Agreement, Opening of Escrow means the date on which Escrow Holder receives a fully executed original of this Agreement. The parties shall open an escrow within ten (10) business days of the date on which this Agreement is fully executed by the parties. Close of Escrow means the date on which the Easement Deed is recorded in the Official Records of the County of Riverside. The Close of Escrow will be as soon as possible after the Opening of Escrow, but in no event shall the Close of Escrow be later than ninety (90) days after the Opening of Escrow. The parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may reasonably be required to consummate the transaction contemplated by this Agreement. Any such instructions shall not conflict, amend or supersede any provisions of this Agreement; this Agreement shall control unless the parties expressly agree in writing otherwise. The Escrow Instructions shall include the following terms and conditions for disbursements and other actions by Escrow Holder of this sale which shall occur at the Close of Escrow:

A. Funds. Promptly upon Close of Escrow, disburse all funds deposited with Escrow Holder by BUYER in payment of the PROPERTY as follows: (a) deduct or credit all items chargeable to the account of SELLER and/or BUYER pursuant to Section 10; b) process the documents for the Purchase Price as described herein; (c) disburse the balance of the Purchase Price to SELLER; and (d) disburse any excess proceeds deposited by BUYER to BUYER.

B. Recording. Cause the fully executed Easement Deed in favor of BUYER and the fully executed Subordination Agreement in the form attached to this Agreement as Exhibit "F" and by this reference incorporated herein (Subordination Agreement) to be recorded with the Riverside County Recorder and obtain conformed copies thereof for distribution to BUYER and SELLER.

C. Title Policy. Direct the Title Company to issue the Title Policy for the PROPERTY to BUYER.

D. Delivery of Documents to BUYER and SELLER. Deliver to BUYER any other documents (or copies thereof) deposited into Escrow by SELLER. Deliver to SELLER any other documents (or copies thereof) deposited into Escrow by BUYER. Mail a final closing statement to BUYER and SELLER.

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

5. TITLE AND TITLE INSURANCE. Upon the Opening of Escrow, Escrow Holder shall obtain and issue a preliminary title report for the PROPERTY. Escrow Holder will also request two (2) copies each of all instruments identified as exceptions on said preliminary title report. Upon receipt of the foregoing, Escrow Holder will deliver these instruments and the preliminary title report to BUYER and SELLER. Escrow Holder will insure BUYER's title to the PROPERTY, which is described above in Section 1, at the Close of Escrow by a CLTA Owner's Standard Coverage Policy of Title Insurance (Title Policy). BUYER shall pay for the cost of the Title Policy. The Title Policy provided for pursuant to this Section 5 will insure BUYER's interest in the PROPERTY free and clear of all monetary liens, monetary encumbrances and other exceptions to good and clear title, subject only to the following permitted conditions of title ("Permitted Title Exceptions"):

A. The applicable zoning, building and development regulations of any municipality, county, state or federal jurisdiction affecting the PROPERTY.

B. Those non-monetary exceptions not objected to by BUYER within ten (10) business days after the date BUYER receives the title commitment and legible copies of all instruments noted as exceptions therein. If BUYER "unconditionally disapproves" any such exceptions Escrow will thereupon terminate, all funds deposited therein will be refunded to BUYER (less BUYER's share of escrow cancellation charges) and this Agreement will be in no further force or effect. If BUYER "conditionally disapproves" any such exceptions, then SELLER will use SELLER's best efforts to cause such exceptions to be removed by the Close of

Escrow. If such conditionally disapproved non-monetary exceptions are not removed by the Close of Escrow, BUYER may, at BUYER's option, either accept the PROPERTY subject to such exceptions, or terminate the Escrow and receive a refund of all funds deposited into Escrow (less BUYER's share of escrow cancellation charges), if any, and this Agreement will thereupon be of no further force or effect. At the Close of Escrow, BUYER's easement interests in SELLER's Property will be free and clear of all monetary liens and monetary encumbrances, including any taxes.

C. Taxes: Current fiscal year, including personal property tax, if any, and any further assessment thereto under Division 1, Part 0.5, Chapter 3.5 of Revenue and Taxation Code of the State of California. All other taxes owed whether presently current or delinquent are to be current at the Close of Escrow.

D. Quasi-public utility, public utility, public alley, public street easements and rights of way of record.

6. POSSESSION OF PROPERTY. It is mutually understood and agreed by and between the parties hereto that the right of possession and use of SELLER'S Property by BUYER, including the right to remove and dispose of improvements, shall commence upon the execution of this Agreement by all parties.

7. WARRANTIES AND REPRESENTATIONS OF SELLER. SELLER makes the following representations and warranties:

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

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

C. Until the Close of Escrow, SELLER shall maintain the SELLER's Property in good condition and state of repair and maintenance and shall perform all of its obligations under any service contracts or other contracts affecting the SELLER's Property.

D. SELLER has good and marketable title to SELLER's Property. SELLER has no actual knowledge of any unrecorded or undisclosed legal or equitable interest in SELLER's Property owned or claimed by anyone other than SELLER. SELLER has no knowledge that anyone will, at the Closing, have any right to possession of the SELLER's Property, except as disclosed by this Agreement or otherwise in writing to BUYER. There are no unsatisfied mechanics' or materialmen's lien rights on SELLER's Property. No assessment lien or bond encumbers SELLER's Property and no governmental authority has undertaken any action that could give

rise to an assessment lien affecting SELLER's Property and shall not do anything that would impair SELLER's title to any portions of SELLER's Property.

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

F. SELLER represents and warrants that until the Close of Escrow, SELLER shall, upon learning of any fact or condition that would cause any of the warranties and representations in this Section 7 not to be true as of closing, immediately give written notice of such fact or condition to BUYER.

G. SELLER represents and warrants that it did not use, generate, release, discharge, store or dispose of any hazardous waste, toxic substances or related materials on or under, in or about SELLER's Property or transport any Hazardous Materials to or from SELLER's Property and that it shall not use, generate, release, discharge, store or dispose of any hazardous waste, toxic substances or related materials on or under, in or about the SELLER's Property prior to the Close of Escrow. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste" or "restricted hazardous waste" under Section 25115, 25117 or 25122.7 or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as "hazardous material", "hazardous substance" or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iii) defined as "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (iv) petroleum, (v) asbestos; (vi) polychlorinated biphenyls; (vii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (viii) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. §1317); (ix) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903); or (x) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42, U.S.C. §9601 et seq. (42 U.S.C. §9601).

H. SELLER represents and warrants that, to the best of SELLER's knowledge, the SELLER's Property is in compliance with all applicable statutes and regulations, including environmental, health and safety requirements.

I. This Agreement and the performance of SELLER's obligations under it and all documents executed by SELLER that are to be delivered to BUYER at the Close of Escrow are or on the Closing Date will be, duly authorized, executed and

delivered by SELLER and are or at the Closing Date will be, legal, valid and binding obligations of SELLER, and do not, or on the Closing Date will not, violate any provision of any agreement or judicial order to which SELLER is a party or to which SELLER or SELLER's Property is subject. No consent of any partner, shareholder, creditor, investor, judicial or administrative body, government agency, or other party is required for SELLER to enter into and/or to perform SELLER's obligations under this Agreement, except as has already been obtained. If SELLER is a corporation, it is organized, validly existing and in good standing under the laws of the State of California.

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

A. BUYER has taken all required action to permit it to execute, deliver and perform its obligations under this Agreement.

B. BUYER has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder, which are or at the Closing Date will be legal, valid and binding obligations of BUYER and can consummate the transaction contemplated herein.

9. CLOSING CONDITIONS.

A. All obligations of BUYER under this Agreement are subject to the fulfillment, before or at Closing, of each of the following conditions:

1) SELLER shall convey to BUYER marketable title to PROPERTY by execution and delivery with Escrow Holder a duly executed and acknowledged Easement Deed in the form attached to this Agreement as Exhibit "E" and by this reference incorporated herein (Easement Deed).
2) SELLER must have delivered to Escrow the documents and funds it is required to deliver through Escrow at Closing.

3) The physical condition of SELLER's Property must be substantially the same on the Closing Date as on the Effective Date, reasonable wear and tear excepted.

4) All necessary agreements and consents of all parties to consummate the transaction contemplated by this Agreement will have been obtained and furnished by SELLER to BUYER.

5) Such proof of SELLER's authority and authorization to enter into and perform under this Agreement and such proof of power and authority of the individuals executing or delivering any instruments, documents or certificates on behalf of SELLER to act for and bind SELLER as may reasonably be required by BUYER or the Escrow Holder.

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

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

1) BUYER must have delivered the Purchase Price in the form described in Section 2 herein to Escrow.

2) BUYER must have delivered to Escrow the documents and funds required to consummate this transaction and as specified in this Agreement.

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

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

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

A. SELLER shall pay or be charged:

1) All costs associated with removing any debt encumbering the SELLER's Property;

2) All costs associated with SELLER's broker representation, including commission;

3) All costs associated with SELLER's attorney fees; and

4) SELLER's share of prorations, if any.

B. BUYER shall pay or be charged:

1) All of Escrow fees and costs;

2) Cost of the CLTA Standard coverage policies;

3) Cost of Natural Hazard Disclosure Statement;

4) Cost of recording the Easement Deed and Subordination Agreement, if any; and

5) BUYER's share of prorations, if any.

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

1) Tax Exempt Agency. All parties hereto acknowledge that the BUYER is a public entity and exempt from payment of any real property taxes. There will be no proration of taxes through Escrow. SELLER will be responsible for payment of any real property taxes due prior to the Close of Escrow. In the event any real property taxes are due and unpaid at the Close of Escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from proceeds due the SELLER at the Close of Escrow. SELLER understands that the Tax Collector will not accept partial payment of any installment of the real property taxes due at the Close of Escrow. After the Close of Escrow, the BUYER will file any necessary documentation with the County Tax Collector/Assessor for the property tax exemption. SELLER shall have the right, after the Close of Escrow, to apply for a refund, to the County Tax Collector/Assessor outside of Escrow if eligible to receive such refund and Escrow Holder shall have no liability and/or responsibility in connection therewith.

2) Method of Proration. If applicable and for purposes of calculating prorations, BUYER shall be deemed to be in title to PROPERTY and therefore entitled to the income therefrom and responsible for the expenses thereof, for the entire day upon which the Closing occurs. All prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The obligations of the parties pursuant to this Section 10 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.

11. CLOSING. When the Escrow Holder receives all documents and funds identified in this Agreement and the Title Company is ready, willing and able to issue the Title Policy, then and only then, the Escrow Holder will close Escrow by performing all actions instructed to do so in the Escrow Instructions and in accordance with this Agreement.

12. INDEMNITY. SELLER agrees to indemnify, defend and hold BUYER harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage or expense (including, without limitation, attorneys' fees) of any nature whatsoever, resulting from, arising out of or based on any breach of SELLER's representation, warranties or covenants provided in this Agreement.

13. DISTRICT REPRESENTATIVE. The General Manager-Chief Engineer or his designee serves as the representative on behalf of BUYER for the purpose of administering and performing administrative or ministerial actions necessary to complete this transaction, including executing any other related escrow forms or documents to consummate the purchase.

14. NOTICES. All notices and demands shall be given in writing by certified mail, postage prepaid and return receipt requested or by personal delivery. Notices shall be considered given upon the earlier of (a) personal delivery; (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested; or (c) one (1) business day following deposit with an overnight carrier service. A copy of all notices shall be sent to the Escrow Company. Notices shall be addressed as provided below for the respective party. The parties agree, however, that if any party gives notice in writing of a change of name or address to the other party, notices to such party shall thereafter be given as demanded in that notice:

SELLER:	Safari Park, LLC, a California limited liability company Attention: Mr. Kelly Dunne 2601 Cherokee Way Palm Springs, CA 92264
BUYER:	Riverside County Flood Control and Water Conservation District Attention: Ruben F. Duran Supervising Real Property Agent 1995 Market Street Riverside, CA 92501
COPY TO:	Riverside County Counsel Attention: Wesley W. Stanfield Deputy County Counsel 3960 Orange Street, Suite 500 Riverside, CA 92501-3674
ESCROW HOLDER:	Commonwealth Land Title Company 4100 Newport Place Drive Suite 120 Newport Beach, CA 92660

15. MISCELLANEOUS.

A. Natural Hazard Disclosure Statement. SELLER will provide to BUYER within the time allowed by law a Natural Hazard Disclosure Statement in accordance with California Government Code Sections 8589.3–8589.4 and 51183.5 and Public Resources Code Sections 4136, 2621.9, and 2694.

B. Default. In the event of a material breach or material default under this Agreement by either the BUYER or SELLER, the non-defaulting party shall have, in addition to all rights available at law or equity, the right to terminate this Agreement and the Escrow for the purchase and sale of the PROPERTY, by delivering written notice thereof to the defaulting party and to Escrow Holder, and if the BUYER is the non-defaulting party, the BUYER shall thereupon promptly receive a refund of all prior deposits, if any. Such termination of the Escrow by a non-defaulting

party shall be without prejudice to the non-defaulting party's rights and remedies at law or equity.

C. Further Instructions. Each party agrees to execute such other and further escrow instructions as may be necessary or proper in order to consummate the transaction contemplated by this Agreement.

D. Amendments. Any amendments to this Agreement shall be effective only in writing and when duly executed by both the BUYER and SELLER and deposited with Escrow Holder.

E. Applicable Law. This Agreement shall be construed and interpreted under and governed and enforced according to the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the County of Riverside.

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

G. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

H. Time of Essence. The parties acknowledge that time is of the essence in this Agreement, notwithstanding anything to the contrary in the Escrow Company's general Escrow instructions.

I. Remedies Not Exclusive and Waivers. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

J. Interpretation and Construction. The parties agree that each party has reviewed this Agreement and that each has had the opportunity to have their legal counsel review and revise this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or Exhibits thereto. In this Agreement the neutral gender includes the feminine and masculine, and singular number includes the plural and the words 'person' and 'party' include corporation, partnership, firm, trust or association wherever the context so requires. The recitals and captions of the sections and subsections of this Agreement are for convenience and reference only and the words contained therein shall in no way

be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

K. Counterparts. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

L. Partial Invalidity. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

M. Brokers. SELLER and BUYER each represent and warrant to one another that, such party has not engaged any broker or finder with respect to this Agreement or the transactions contemplated herein. If SELLER is in fact represented in this sale, upon and only upon the Close of Escrow, SELLER shall be solely responsible to pay a commission or fees for its broker. BUYER is not responsible nor liable for any claims, changes or commissions that may arise or be alleged to a broker or agent in connection with this Agreement or the purchases and sale of the PROPERTY whether or not close of escrow occurs. SELLER shall defend, indemnify and hold harmless BUYER from and against any and all liabilities, claims, demands, damages or costs of any kind (including attorneys' fees, costs and expenses) arising from or connected with any other broker's or finder's fee or commission or charge claimed to be due by SELLER's Broker or any arising from or by reason of SELLER's conduct with respect to this transaction. The provisions of this Section 15.M. shall survive Closing hereunder or termination of this Agreement.

N. Attorneys' Fees. If either party hereto incurs attorneys' fees in order to enforce, defend or interpret any of the terms, provisions or conditions of this Agreement or because of a breach of this Agreement by the other party, the prevailing party may be entitled to recover reasonable attorneys' fees from the other party only if the prevailing party has prevailed in a judgment by a court of competent jurisdiction.

O. ASSIGNMENT. BUYER may assign its rights under this Agreement or may designate a nominee to acquire the PROPERTY, provided, however, that any such assignment or designation shall not relieve BUYER of any of its obligations under this Agreement.

P. SIGNATURES. This Agreement will have no force or effect whatsoever unless and until it is signed by each of the duly authorized agents of the transacting parties.

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[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement for Purchase and Sale of Real Property on date indicated on page 1.

SELLER:

SAFARI PARK, LLC, a California limited liability company

Date: 12/24/2020

By: _____
KELLY DUNNE
Chief Executive Officer

BUYER:

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

Date: 1-12-2021

By: _____
KAREN SPIEGEL, Chairwoman
Riverside County Flood Control and Water Conservation District Board of Supervisors

Date: 12-10-2020

By: _____
JASON E. UHLEY
General Manager-Chief Engineer

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

By: _____, Chief Deputy
For WESLEY W. STANFIELD
Deputy County Counsel

Date: 12/28/2020

ATTEST:
KECIA R. HARPER
Clerk of the Board

By: _____

Palm Springs MDP Line 41, Stage 4
Project No. 6-0-00160-04
APN 681-160-002 (portion)
RCFC Parcel No. 6160-21 and TCE

JLP:rlp
11/30/2020

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement for Purchase and Sale of Real Property on date indicated on page 1.

SELLER:

Date: 12/24/2020

SAFARI PARK, LLC, a California limited liability company

By: _____
KELLY DUNNE
Chief Executive Officer

BUYER:

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

Date: _____

By: _____
KAREN SPIEGEL, Chairwoman
Riverside County Flood Control and Water Conservation District Board of Supervisors

Date: 12-10-2020

By: _____
JASON E. UHLEY
General Manager-Chief Engineer

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

By: _____
WESLEY W. STANFIELD
Deputy County Counsel

Date: _____

ATTEST:
KECIA R. HARPER
Clerk of the Board

By: _____

Palm Springs MDP Line 41, Stage 4
Project No. 6-0-00160-04
APN 681-160-002 (portion)
RCFC Parcel No. 6160-21 and TCE

JLP:rlp
11/30/2020

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

PALM SPRINGS LINE 41

Parcel No. 6160-21

In the City of Palm Springs, County of Riverside, State of California, being that portion of the north half of the northeast quarter of the southwest quarter of Section 30, Township 4 South, Range 5 East, San Bernardino Meridian, described as follows;

Commencing at the northeast corner of said north half, said point being on the centerline of Cherokee Way as shown on the Parcel Map filed in book 17, page 6, of Parcel Maps, records of said county;

Thence North 89°54'27" West 44.00 feet along the northerly line of said southwest quarter to a line that is parallel with and 44.00 feet westerly of the centerline of said Cherokee Way, said point being the northeast corner of Parcel 1 of said Parcel Map;

Thence South 00°09'00" West 300.00 feet along said parallel line to the southeast corner of Parcel 3 of said Parcel Map, said point being the **Point of Beginning**;

Thence South 00°09'00" West 28.75 feet continuing along said parallel line to a line parallel with and 328.75 feet southerly of the northerly line of said north half;

Thence North 89°54'27" West 479.25 feet along said parallel line to a curve concave southeasterly having a radius of 13.00 feet;

Thence westerly, southwesterly, and southerly along said curve 20.37 feet through a central angle of 89°45'38";

Thence South 00°19'55" West 21.50 feet;

Thence North 89°54'27" West 34.20 feet;

Thence North 00°19'55" East 14.45 feet;

Thence North 89°54'27" West 195.00 feet;

Thence North 00°19'55" East 15.50 feet;

Thence North 89°54'27" West 64.78 feet;

Thence South 00°19'55" West 7.55 feet;

Thence North 89°54'27" West 55.50 feet to a non-tangent curve concave southwesterly having a radius of 12.00 feet, a radial line to said curve bears South 89°40'05" East;

Thence northerly, northwesterly, and westerly along said curve 18.90 feet through a central angle of 90°14'22";

Thence North 89°54'27" West 88.48 feet to a curve concave southeasterly having a radius of 7.00 feet;

Thence westerly, southwesterly, and southerly along said curve 12.22 feet through a central angle of 99°59'02";

Thence South 09°53'29" East 37.39 feet;

Thence North 89°54'27" West 27.55 feet;

Thence North 00°19'55" East 16.78 feet;

Thence North 89°53'59" West 69.10 feet;

Thence South 00°19'55" West 51.00 feet;

Thence North 89°54'27" West 24.00 feet;

Thence North 00°19'55" East 64.92 feet to a curve concave southwesterly having a radius of 20.00 feet;

Thence northerly, northwesterly, and westerly along said curve 31.50 feet through a central angle of 90°14'22";

Thence North 89°54'27" West 95.83 feet to a curve concave southeasterly having a radius of 8.00 feet;

Thence westerly, southwesterly, and southerly along said curve 12.53 feet through a central angle of 89°45'38";

Thence South 00°19'55" West 40.14 feet;

Thence North 89°54'27" West 23.00 feet;

Thence North 00°19'55" East 29.85 feet to a curve concave southwesterly having a radius of 5.50 feet;

Thence northerly, northwesterly, westerly, and southwesterly along said curve 11.57 feet through a central angle of 120°28'47";

Thence South 59°51'08" West 65.66 feet to the easterly line of Lot 3 of said section 30;

Thence North 00°07'27" East 16.81 feet along said easterly line to a line parallel with and 14.52 feet northwesterly of that line cited as South 59°51'08" West 65.66 feet;

Thence North 59°51'08" East 66.77 feet along said parallel line to a curve concave northwesterly having a radius of 15.00 feet;

Thence northeasterly and northerly along said curve 15.58 feet through a central angle of 59°31'13" to a line parallel with and 23.00 feet westerly of that line cited as South 00°19'55" West 40.14 feet;

Thence North 00°19'55" East 122.50 feet along said parallel line;

Thence South 89°54'27" East 23.00 feet to a line parallel with and 23.00 feet easterly of that line cited as North 00°19'55" East 122.50 feet;

Thence South 00°19'55" West 100.74 feet along said parallel line to a curve concave northeasterly having a radius of 10.00 feet;

Thence southerly, southeasterly, and easterly along said curve 15.75 feet through a central angle of 90°14'22" to a line parallel with and 294.50 feet southerly of the northerly line of said north half;

Thence South 89°54'27" East 980.82 feet along said parallel line to the westerly line of said Parcel 3 of said Parcel Map;

Thence South 00°09'00" West 5.50 feet along said westerly line to the southwesterly corner of said Parcel 3;

Thence South 89°54'27" East 196.00 feet along the southerly line of said Parcel 3 to the **Point of Beginning**;

Containing 55,454 square feet / 1.273 acres more or less.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

The distances shown herein are in grid. Ground distances may be obtained by dividing grid distance by the combination factor of 0.99997411.

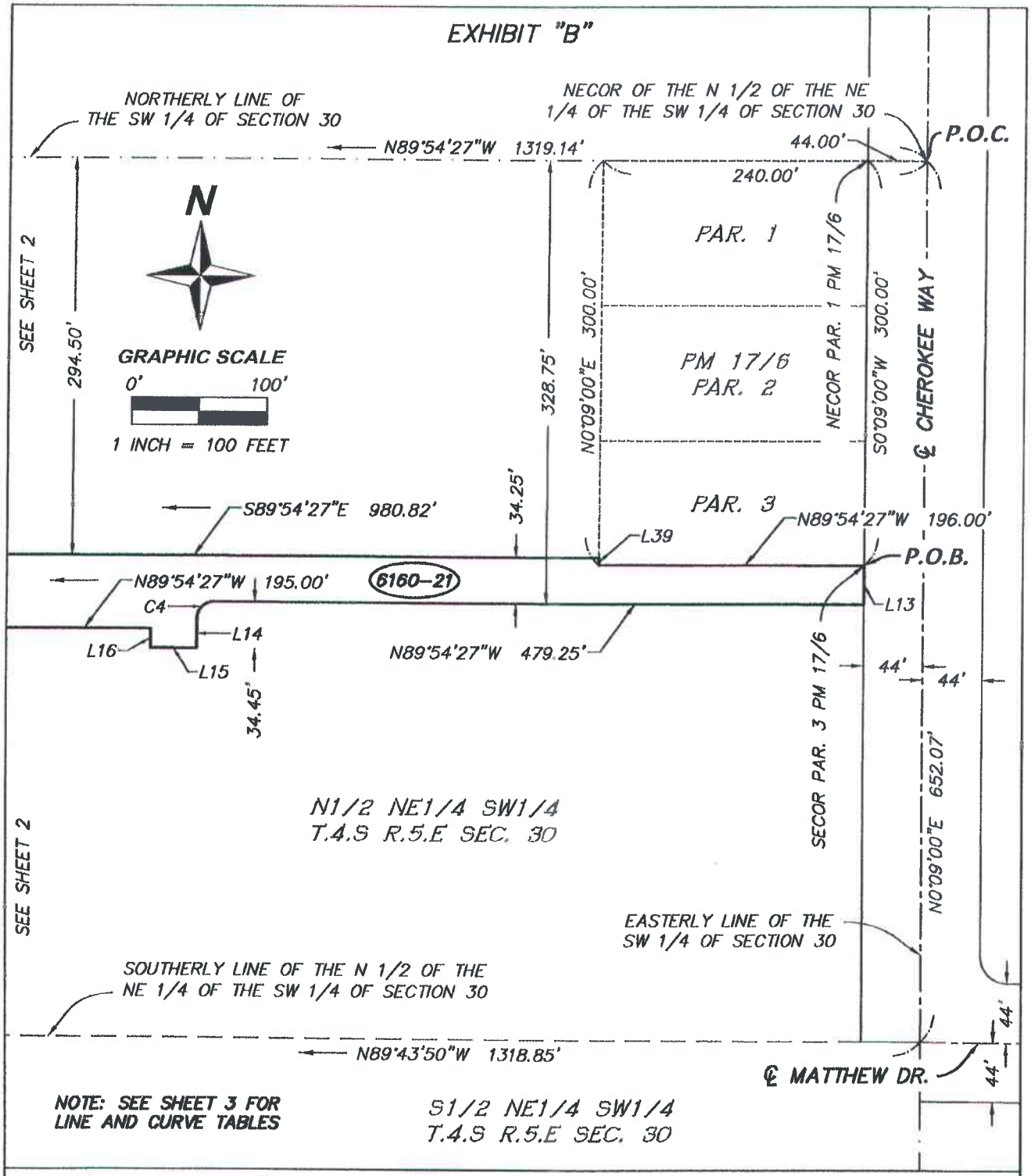
See Exhibit "B" attached hereto and made a part hereof.

JAMES R. McNEILL

Land Surveyor No. 7752

Date: 10-21-19

EXHIBIT "B"

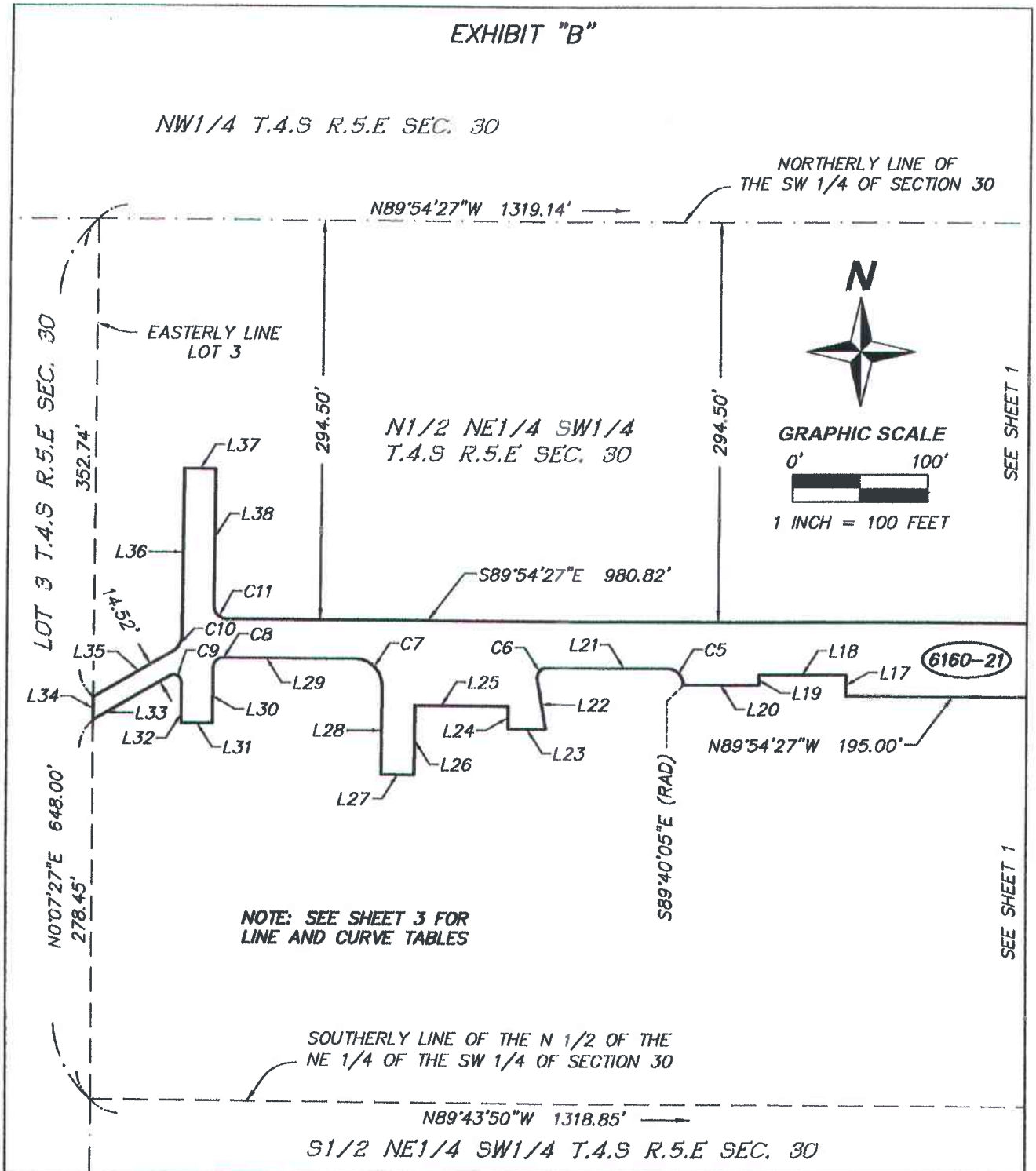


RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME: PALM SPRINGS LINE 41		SCALE 1"=100'	DRAWN BY SB
RCFC-WCD PARCEL NUMBER(S): 6160-21		DATE 10/3/19	CHECK BY DC
RCFC-WCD PROJECT NUMBER: 6-0-00160		SHEET NO. 1 OF 3	

EXHIBIT "B"



RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME:	PALM SPRINGS LINE 41	SCALE 1"=100'	DRAWN BY SB
RCFC-WCD PARCEL NUMBER(S):	6160-21	DATE 10/3/19	CHECK BY DC
RCFC-WCD PROJECT NUMBER:	6-0-00160	SHEET NO. 2 OF 3	

EXHIBIT "B"

LINE TABLE		
LINE #	DIRECTION	LENGTH
L13	S00°09'00"W	28.75'
L14	S00°19'55"W	21.50'
L15	N89°54'27"W	34.20'
L16	N00°19'55"E	14.45'
L17	N00°19'55"E	15.50'
L18	N89°54'27"W	64.78'
L19	S00°19'55"W	7.55'
L20	N89°54'27"W	55.50'
L21	N89°54'27"W	88.48'
L22	S09°53'29"E	37.39'
L23	N89°54'27"W	27.55'
L24	N00°19'55"E	16.78'
L25	N89°53'59"W	69.10'
L26	S00°19'55"W	51.00'
L27	N89°54'27"W	24.00'
L28	N00°19'55"E	64.92'
L29	N89°54'27"W	95.83'
L30	S00°19'55"W	40.14'
L31	N89°54'27"W	23.00'
L32	N00°19'55"E	29.85'
L33	S59°51'08"W	65.66'
L34	N00°07'27"E	16.81'
L35	N59°51'08"E	66.77'
L36	N00°19'55"E	122.50'
L37	S89°54'27"E	23.00'
L38	S00°19'55"W	100.74'
L39	S00°09'00"W	5.50'

NOTE: SEE SHEET 1 AND SHEET 2 FOR LINE AND CURVE LOCATIONS

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C4	Δ=89°45'38"	13.00'	20.37'
C5	Δ=90°14'22"	12.00'	18.90'
C6	Δ=99°59'02"	7.00'	12.22'
C7	Δ=90°14'22"	20.00'	31.50'
C8	Δ=89°45'38"	8.00'	12.53'
C9	Δ=120°28'47"	5.50'	11.57'
C10	Δ=59°31'13"	15.00'	15.58'
C11	Δ=90°14'22"	10.00'	15.75'

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME:	PALM SPRINGS LINE 41	SCALE NTS	DRAWN BY SB
RCFC-WCD PARCEL NUMBER(S):	6160-21	DATE 10/3/19	CHECK BY DC
RCFC-WCD PROJECT NUMBER:	6-0-00160	SHEET NO. 3 OF 3	

EXHIBIT "C"

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

PALM SPRINGS LINE 41

In the City of Palm Springs, County of Riverside, State of California, being that portion of the north half of the northeast quarter of the southwest quarter of Section 30, Township 4 South, Range 5 East, San Bernardino Meridian, described as follows;

Commencing at the northeast corner of said north half, said point being on the centerline of Cherokee Way as shown on the Parcel Map filed in book 17, page 6, of Parcel Maps, records of said county;

Thence North 89°54'27" West 44.00 feet along the northerly line of said southwest quarter to a line that is parallel with and 44.00 feet westerly of the centerline of said Cherokee Way, said point being the northeast corner of Parcel 1 of said Parcel Map;

Thence South 00°09'00" West 300.00 feet along said parallel line to the southeast corner of Parcel 3 of said Parcel Map;

Thence South 00°09'00" West 28.75 feet continuing along said parallel line to a line parallel with and 328.75 feet southerly of the northerly line of said north half;

Thence North 89°54'27" West 479.25 feet along said parallel line to a curve concave southeasterly having a radius of 13.00 feet;

Thence westerly, southwesterly, and southerly along said curve 20.37 feet through a central angle of 89°45'38";

Thence South 00°19'55" West 21.50 feet;

Thence North 89°54'27" West 34.20 feet;

Thence North 00°19'55" East 14.45 feet;

Thence North 89°54'27" West 195.00 feet;

Thence North 00°19'55" East 15.50 feet;

Thence North 89°54'27" West 64.78 feet;

Thence South 00°19'55" West 7.55 feet to the **Point of Beginning;**

Thence South 00°19'55" West 84.45 feet;

Thence North 89°54'27" West 55.50 feet;

Thence North 00°19'55" East 84.45 feet;

Thence South 89°54'27" East 55.50 feet to the **Point of Beginning;**

Containing 4,687 square feet / 0.108 acres more or less.

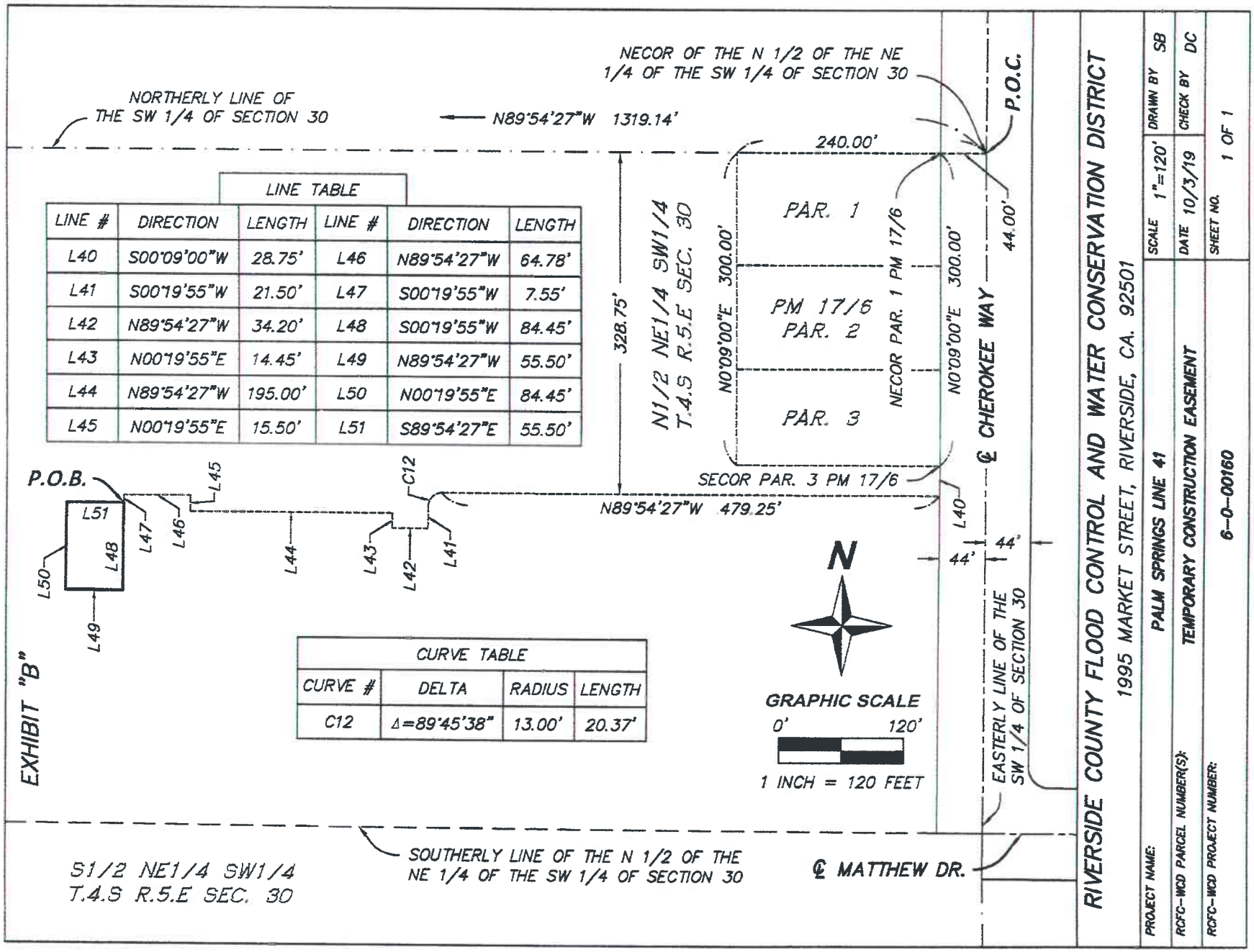
The distances shown herein are in grid. Ground distances may be obtained by dividing grid distance by the combination factor of 0.99997411.

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

JAMES R. McNEILL

Land Surveyor No. 7752

Date: 10-21-19



LINE TABLE

LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L40	S00°09'00"W	28.75'	L46	N89°54'27"W	64.78'
L41	S00°19'55"W	21.50'	L47	S00°19'55"W	7.55'
L42	N89°54'27"W	34.20'	L48	S00°19'55"W	84.45'
L43	N00°19'55"E	14.45'	L49	N89°54'27"W	55.50'
L44	N89°54'27"W	195.00'	L50	N00°19'55"E	84.45'
L45	N00°19'55"E	15.50'	L51	S89°54'27"E	55.50'

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH
C12	Δ=89°45'38"	13.00'	20.37'

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

PROJECT NAME:	PALM SPRINGS LINE 41	SCALE 1"=120'	DRAWN BY SB
RCFC-WCD PARCEL NUMBER(S):	TEMPORARY CONSTRUCTION EASEMENT	DATE 10/3/19	CHECK BY DC
RCFC-WCD PROJECT NUMBER:	6-0-00160	SHEET NO.	1 OF 1

EXHIBIT "D"

SAFARI PARK REPAVING
SANTA MONICA STREET

LEGEND

RCFC&WCD SANTA MONICA STREET REPAVING AREA

PALM SPRINGS MDP LINE 41 STAGE 4
PROJECT NO. 6-0-00160-04

EXHIBIT "E"

230511

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

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project: Palm Springs MDP Line 41, Stage 4
Project No. 6-0-00160-04
APN 681-160-002 (portion)
RCFC Parcel No. 6160-21

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

EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **SAFARI PARK LLC**, a California limited liability company, (Grantor) hereby grants to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a body politic, and its successors and assigns (District), a permanent non-exclusive easement within, under, upon, over, along and across that certain real property situated in the city of Palm Springs, County of Riverside, State of California, as more specifically described in Exhibit "A" and shown on Exhibit "B", both of which are attached hereto and made a part hereof, for the construction, reconstruction, alteration, maintenance, operation, inspection, repair, relocation, rehabilitation and removal of flood control facilities, together with all necessary appurtenances thereto, including the right of pedestrian and/or vehicular ingress and egress upon, over, under, along and across the Grantor's property, identified as Assessor's Parcel Number 681-160-002 for the purpose of exercising the rights herein granted.

SAFARI PARK, LLC, a California limited liability company

Date: _____

By: _____
KELLY DUNNE
Chief Executive Officer

(Notary Attached)

230511

CERTIFICATE OF ACCEPTANCE

This is to certify that the easement interest in real property conveyed by that certain Easement Deed, dated _____, 2020, from Safari Park, LLC, a California limited liability company, (Grantor) to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a body politic, (District) is hereby accepted by the undersigned officer on behalf of the District pursuant to authority conferred by Resolution No. 474 of the Board of Supervisors of said District adopted on May 12, 1961, and the Grantee consents to the recordation thereof by its duly authorized officer.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Date: _____

By: _____
JASON E. UHLEY
General Manager-Chief Engineer

Palm Springs MDP Line 41, Stage 4
Project No. 6-0-00160-04
APN 682-160-002 (portion)
RCFC Parcel No. 6160-21

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

PALM SPRINGS LINE 41

Parcel No. 6160-21

In the City of Palm Springs, County of Riverside, State of California, being that portion of the north half of the northeast quarter of the southwest quarter of Section 30, Township 4 South, Range 5 East, San Bernardino Meridian, described as follows;

Commencing at the northeast corner of said north half, said point being on the centerline of Cherokee Way as shown on the Parcel Map filed in book 17, page 6, of Parcel Maps, records of said county;

Thence North 89°54'27" West 44.00 feet along the northerly line of said southwest quarter to a line that is parallel with and 44.00 feet westerly of the centerline of said Cherokee Way, said point being the northeast corner of Parcel 1 of said Parcel Map;

Thence South 00°09'00" West 300.00 feet along said parallel line to the southeast corner of Parcel 3 of said Parcel Map, said point being the **Point of Beginning**;

Thence South 00°09'00" West 28.75 feet continuing along said parallel line to a line parallel with and 328.75 feet southerly of the northerly line of said north half;

Thence North 89°54'27" West 479.25 feet along said parallel line to a curve concave southeasterly having a radius of 13.00 feet;

Thence westerly, southwesterly, and southerly along said curve 20.37 feet through a central angle of 89°45'38";

Thence South 00°19'55" West 21.50 feet;

Thence North 89°54'27" West 34.20 feet;

Thence North 00°19'55" East 14.45 feet;

Thence North 89°54'27" West 195.00 feet;

Thence North 00°19'55" East 15.50 feet;

Thence North 89°54'27" West 64.78 feet;

Thence South 00°19'55" West 7.55 feet;

Thence North 89°54'27" West 55.50 feet to a non-tangent curve concave southwesterly having a radius of 12.00 feet, a radial line to said curve bears South 89°40'05" East;

Thence northerly, northwesterly, and westerly along said curve 18.90 feet through a central angle of 90°14'22";

Thence North 89°54'27" West 88.48 feet to a curve concave southeasterly having a radius of 7.00 feet;

Thence westerly, southwesterly, and southerly along said curve 12.22 feet through a central angle of 99°59'02";

Thence South 09°53'29" East 37.39 feet;

Thence North 89°54'27" West 27.55 feet;

Thence North 00°19'55" East 16.78 feet;

Thence North 89°53'59" West 69.10 feet;

Thence South 00°19'55" West 51.00 feet;

Thence North 89°54'27" West 24.00 feet;

Thence North 00°19'55" East 64.92 feet to a curve concave southwesterly having a radius of 20.00 feet;

Thence northerly, northwesterly, and westerly along said curve 31.50 feet through a central angle of 90°14'22";

Thence North 89°54'27" West 95.83 feet to a curve concave southeasterly having a radius of 8.00 feet;

Thence westerly, southwesterly, and southerly along said curve 12.53 feet through a central angle of 89°45'38";

Thence South 00°19'55" West 40.14 feet;

Thence North 89°54'27" West 23.00 feet;

Thence North 00°19'55" East 29.85 feet to a curve concave southwesterly having a radius of 5.50 feet;

Thence northerly, northwesterly, westerly, and southwesterly along said curve 11.57 feet through a central angle of 120°28'47";

Thence South 59°51'08" West 65.66 feet to the easterly line of Lot 3 of said section 30;

Thence North 00°07'27" East 16.81 feet along said easterly line to a line parallel with and 14.52 feet northwesterly of that line cited as South 59°51'08" West 65.66 feet;

Thence North 59°51'08" East 66.77 feet along said parallel line to a curve concave northwesterly having a radius of 15.00 feet;

Thence northeasterly and northerly along said curve 15.58 feet through a central angle of 59°31'13" to a line parallel with and 23.00 feet westerly of that line cited as South 00°19'55" West 40.14 feet;

Thence North 00°19'55" East 122.50 feet along said parallel line;

Thence South 89°54'27" East 23.00 feet to a line parallel with and 23.00 feet easterly of that line cited as North 00°19'55" East 122.50 feet;

Thence South 00°19'55" West 100.74 feet along said parallel line to a curve concave northeasterly having a radius of 10.00 feet;

Thence southerly, southeasterly, and easterly along said curve 15.75 feet through a central angle of 90°14'22" to a line parallel with and 294.50 feet southerly of the northerly line of said north half;

Thence South 89°54'27" East 980.82 feet along said parallel line to the westerly line of said Parcel 3 of said Parcel Map;

Thence South 00°09'00" West 5.50 feet along said westerly line to the southwesterly corner of said Parcel 3;

Thence South 89°54'27" East 196.00 feet along the southerly line of said Parcel 3 to the **Point of Beginning**;

Containing 55,454 square feet / 1.273 acres more or less.

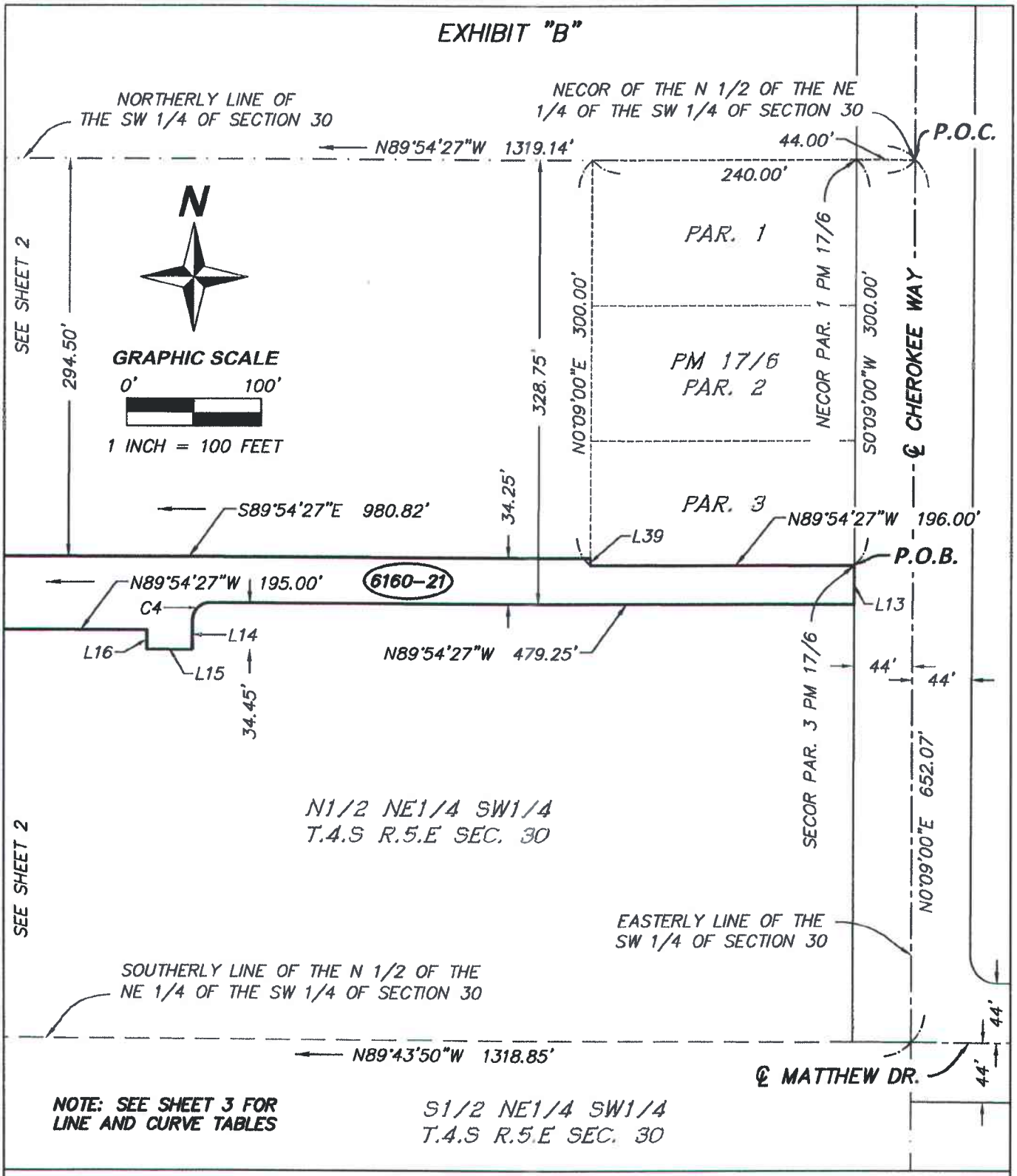
The distances shown herein are in grid. Ground distances may be obtained by dividing grid distance by the combination factor of 0.99997411.

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

JAMES R. McNEILL

Land Surveyor No. 7752

Date: 10-21-19

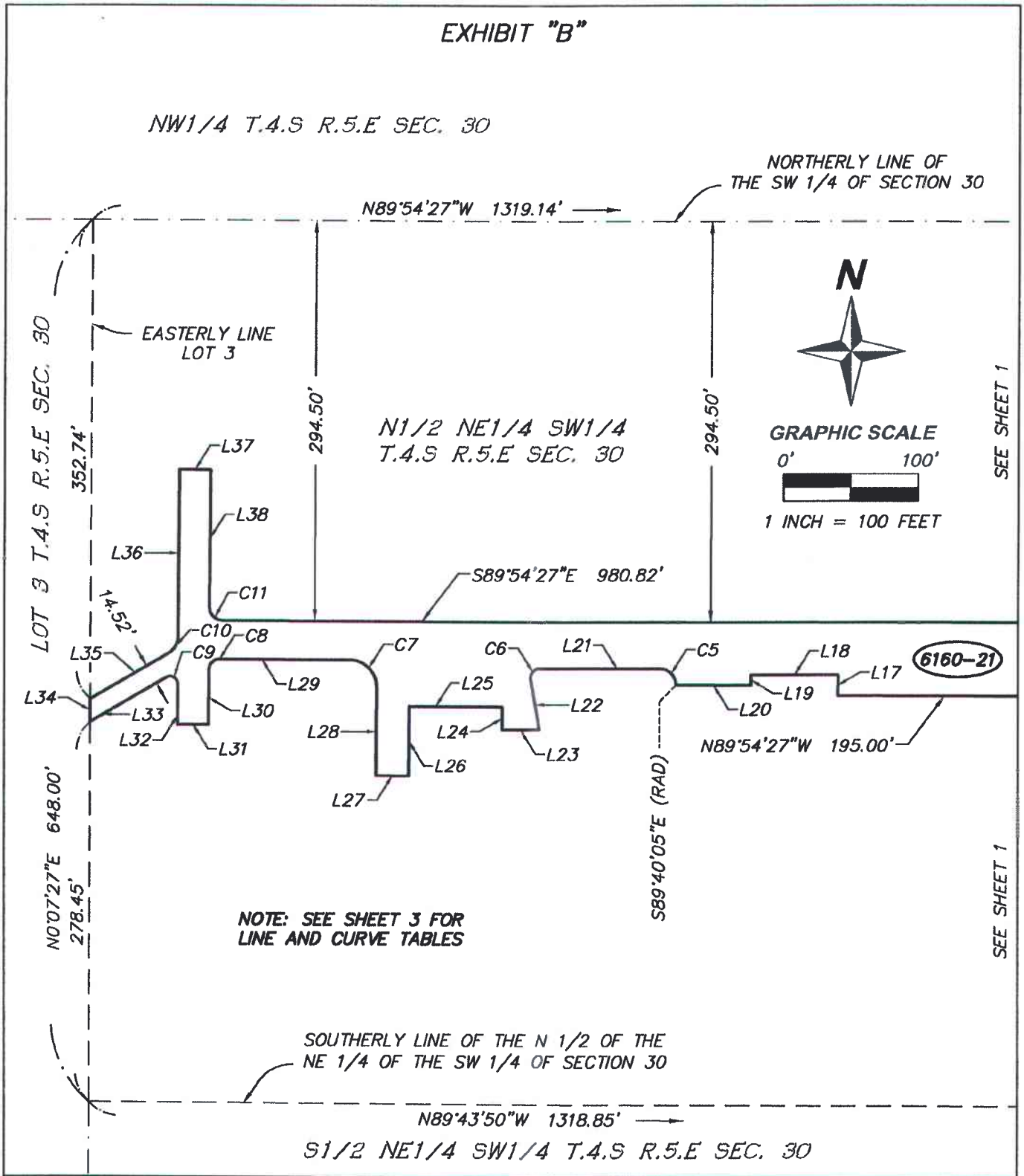


RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME: PALM SPRINGS LINE 41		SCALE 1"=100'	DRAWN BY SB
RCFC-WCD PARCEL NUMBER(S): 6160-21		DATE 10/3/19	CHECK BY DC
RCFC-WCD PROJECT NUMBER: 6-0-00160		SHEET NO. 1 OF 3	

EXHIBIT "B"



RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME:	PALM SPRINGS LINE 41	SCALE 1"=100'	DRAWN BY SB
RCFC-WCD PARCEL NUMBER(S):	6160-21	DATE 10/3/19	CHECK BY DC
RCFC-WCD PROJECT NUMBER:	6-0-00160	SHEET NO. 2 OF 3	

EXHIBIT "B"

LINE TABLE		
LINE #	DIRECTION	LENGTH
L13	S00°09'00"W	28.75'
L14	S00°19'55"W	21.50'
L15	N89°54'27"W	34.20'
L16	N00°19'55"E	14.45'
L17	N00°19'55"E	15.50'
L18	N89°54'27"W	64.78'
L19	S00°19'55"W	7.55'
L20	N89°54'27"W	55.50'
L21	N89°54'27"W	88.48'
L22	S09°53'29"E	37.39'
L23	N89°54'27"W	27.55'
L24	N00°19'55"E	16.78'
L25	N89°53'59"W	69.10'
L26	S00°19'55"W	51.00'
L27	N89°54'27"W	24.00'
L28	N00°19'55"E	64.92'
L29	N89°54'27"W	95.83'
L30	S00°19'55"W	40.14'
L31	N89°54'27"W	23.00'
L32	N00°19'55"E	29.85'
L33	S59°51'08"W	65.66'
L34	N00°07'27"E	16.81'
L35	N59°51'08"E	66.77'
L36	N00°19'55"E	122.50'
L37	S89°54'27"E	23.00'
L38	S00°19'55"W	100.74'
L39	S00°09'00"W	5.50'

NOTE: SEE SHEET 1 AND SHEET 2 FOR LINE AND CURVE LOCATIONS

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C4	Δ=89°45'38"	13.00'	20.37'
C5	Δ=90°14'22"	12.00'	18.90'
C6	Δ=99°59'02"	7.00'	12.22'
C7	Δ=90°14'22"	20.00'	31.50'
C8	Δ=89°45'38"	8.00'	12.53'
C9	Δ=120°28'47"	5.50'	11.57'
C10	Δ=59°31'13"	15.00'	15.58'
C11	Δ=90°14'22"	10.00'	15.75'

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME: PALM SPRINGS LINE 41		SCALE NTS	DRAWN BY SB
RCFC-WCD PARCEL NUMBER(S): 6160-21		DATE 10/3/19	CHECK BY DC
RCFC-WCD PROJECT NUMBER: 6-0-00160		SHEET NO. 3 OF 3	

EXHIBIT “F”

Recorded at request of and return to:
Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, California 92501-1719

NO FEE (GOV. CODE 6103)

(Space above this line for Recorder's use)

Project: Palm Springs MDP Line 41, Stage 4
Project No: 6-0-00160
RCFC Parcel No.: 6160-21
APN: 681-160-002 (portion)

SUBORDINATION AGREEMENT

This SUBORDINATION AGREEMENT ("Agreement")is made this _____ day of _____, 2020 by and among BANK OF HEMET, a California corporation ("Lender"), RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic ("Easement Holder"), and SAFARI PARK, LLC, a California limited liability company ("Owner").

WITNESSETH:

WHEREAS, Lender is the beneficiary under that certain Deed of Trust, dated August 18, 2015, by and between Owner, as Grantor, First American Title Insurance Company, as Trustee, and Lender, as Beneficiary, recorded in the Official Records of Riverside County, California, on September 10, 2015 as Instrument No. 2015-0403857 ("Deed of Trust"), which encumbers certain real property owned by Owner commonly known as 3865 East Palm Canyon Drive, Palm Springs, California 92264, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference ("Property"), for purposes of securing an indebtedness in the original principal amount of $6,150,000; and

WHEREAS, Owner and Lender entered into that certain Assignment of Rents, dated August 18, 2015 and recorded in the Official Records of Riverside County, California, on September 10, 2015 as Instrument No. 2015-0403858, whereby Owner assigned, granted a continuing security interest in and conveyed to Lender all of Owner's right, title and interest in and to the rents from the Property; and

WHEREAS, Owner has agreed to grant to Easement Holder an easement ("Easement") to use a portion of the Property for an underground storm drain project as described in more detail in an Easement Deed that is intended to be recorded simultaneously herewith; and

WHEREAS, Easement Holder has agreed to accept the grant of Easement, subject to the subordination or discharge of all prior liens, mortgages and other like encumbrances affecting the Property; and

WHEREAS, Lender is willing to subordinate the lien of the Deed of Trust to the provisions of the Easement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound hereby, Lender, Easement Holder and Owner agree as follows:

1. The Deed of Trust and all of Lender's rights, interests, claims, remedies and privileges as beneficiary under the Deed of Trust are, and at all times shall continue to be, subject and subordinate in all respects to the Easement, with the same force and effect as if the Easement had been executed, delivered and recorded prior to the execution and delivery of the Deed of Trust.

2. If any action or proceeding is commenced by Lender for the foreclosure of the Deed of Trust or the sale of all or part of the Property, Easement Holder will not be named as a party therein, and the sale of the Property (or a portion thereof) in any such action or proceeding shall be made subject to all rights of Easement Holder under the Easement.

3. If Lender shall become the owner of the Property by reason of the foreclosure of the Deed of Trust or the acceptance of a deed or assignment in lieu of foreclosure or otherwise, the Easement shall not be affected thereby, but shall continue in full force and effect, and Lender shall abide by all of the terms, covenants and conditions set forth in the Easement. Furthermore, Lender shall have the benefit of and be entitled to enforce all of the terms and obligations of the Easement against Easement Holder.

4. All notices, requests, demands, elections, consents, approvals and other communications under this Agreement (each such communication, a "notice") must be in writing and delivered by hand or by commercial overnight courier service to Lender, Easement Holder and Owner at the following addresses (or at any other address which Lender, Easement Holder or Owner may designate by notice from time to time):

If to Lender:
The Bank of Hemet
Attn: Frank Larreta, VP, Commercial Loan Officer
3715 Sunnyside Drive
Riverside, CA 92506

If to Easement Holder:
Riverside County Flood Control and Water Conservation District
Attn: Ruben F. Duran, Supervising Real Property Agent
1995 Market Street
Riverside, CA 92501

If to Owner:
Safari Park, LLC, a California limited liability company
Attn: Kelly Dunne
2601 Cherokee Way
Palm Springs, CA 92264

5. This Agreement shall be binding upon and inure to the benefit of Lender, Owner

and Easement Holder and their respective successors and assigns.

6. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may not be amended or modified except by an instrument in writing executed by all parties. The invalidity of any provision in this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

7. This Agreement shall be construed and enforced in accordance with the laws of the state where the Property is located. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

8. If any legal action or other proceeding is brought arising out of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the prevailing party may be entitled.

9. No waiver of any provision of this Agreement shall be implied by any failure of either party to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver by a party of any provision of this Agreement must be in writing. Such written waiver shall affect only the provision specified and only for the time and in the manner stated in the writing.

10. All of the parties to this Agreement have full power and authority to execute and deliver this Agreement and all documents now or hereafter to be executed and delivered by them pursuant to this Agreement and to perform all of their respective obligations arising under this Agreement and under such documents.

11. This Agreement may be executed in counterparts, and all counterparts, when taken together, shall constitute one and the same agreement.

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[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Lender, Easement Holder and Owner have duly executed this Agreement as of the date first above written.

Lender:

THE BANK OF HEMET, a California corporation

By: _____
Name: DEBORAH DURAN
Title: Senior Vice President/Loan Administration Manager

Easement Holder:

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

By: _____
Name: JASON E. UHLEY
Title: General Manager-Chief Engineer

Owner:

SAFARI PARK, LLC, a California limited liability company

By: _____
Name: KELLY DUNNE
Title: Chief Executive Officer

ATTACH NOTARY ACKNOWLEDGMENTS

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 CALIFORNIA
COUNTY OF _____

On _____, before me, _____, a Notary Public, personally appeared _____, 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 signature(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 of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:

Signature_____

Place Notary Seal Above

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 CALIFORNIA
COUNTY OF _____

On _____, before me, _____, a Notary Public, personally appeared _____, 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 signature(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 of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:

Signature_____

Place Notary Seal Above

ACKNOWLEDGMENT

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STATE OF CALIFORNIA
COUNTY OF _____

On _____, before me, _____, a Notary Public, personally appeared _____, 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 signature(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 of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:

Signature_____

Place Notary Seal Above

EXHIBIT A

THE PROPERTY

[Attached on the following page]

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

PALM SPRINGS LINE 41

Parcel No. 6160-21

In the City of Palm Springs, County of Riverside, State of California, being that portion of the north half of the northeast quarter of the southwest quarter of Section 30, Township 4 South, Range 5 East, San Bernardino Meridian, described as follows;

Commencing at the northeast corner of said north half, said point being on the centerline of Cherokee Way as shown on the Parcel Map filed in book 17, page 6, of Parcel Maps, records of said county;

Thence North 89°54'27" West 44.00 feet along the northerly line of said southwest quarter to a line that is parallel with and 44.00 feet westerly of the centerline of said Cherokee Way, said point being the northeast corner of Parcel 1 of said Parcel Map;

Thence South 00°09'00" West 300.00 feet along said parallel line to the southeast corner of Parcel 3 of said Parcel Map, said point being the **Point of Beginning**;

Thence South 00°09'00" West 28.75 feet continuing along said parallel line to a line parallel with and 328.75 feet southerly of the northerly line of said north half;

Thence North 89°54'27" West 479.25 feet along said parallel line to a curve concave southeasterly having a radius of 13.00 feet;

Thence westerly, southwesterly, and southerly along said curve 20.37 feet through a central angle of 89°45'38";

Thence South 00°19'55" West 21.50 feet;

Thence North 89°54'27" West 34.20 feet;

Thence North 00°19'55" East 14.45 feet;

Thence North 89°54'27" West 195.00 feet;

Thence North 00°19'55" East 15.50 feet;

Thence North 89°54'27" West 64.78 feet;

Thence South 00°19'55" West 7.55 feet;

Thence North 89°54'27" West 55.50 feet to a non-tangent curve concave southwesterly having a radius of 12.00 feet, a radial line to said curve bears South 89°40'05" East;

Thence northerly, northwesterly, and westerly along said curve 18.90 feet through a central angle of 90°14'22";

Thence North 89°54'27" West 88.48 feet to a curve concave southeasterly having a radius of 7.00 feet;

Thence westerly, southwesterly, and southerly along said curve 12.22 feet through a central angle of 99°59'02";

Thence South 09°53'29" East 37.39 feet;

Thence North 89°54'27" West 27.55 feet;

Thence North 00°19'55" East 16.78 feet;

Thence North 89°53'59" West 69.10 feet;

Thence South 00°19'55" West 51.00 feet;

Thence North 89°54'27" West 24.00 feet;

Thence North 00°19'55" East 64.92 feet to a curve concave southwesterly having a radius of 20.00 feet;

Thence northerly, northwesterly, and westerly along said curve 31.50 feet through a central angle of 90°14'22";

Thence North 89°54'27" West 95.83 feet to a curve concave southeasterly having a radius of 8.00 feet;

Thence westerly, southwesterly, and southerly along said curve 12.53 feet through a central angle of 89°45'38";

Thence South 00°19'55" West 40.14 feet;

Thence North 89°54'27" West 23.00 feet;

Thence North 00°19'55" East 29.85 feet to a curve concave southwesterly having a radius of 5.50 feet;

Thence northerly, northwesterly, westerly, and southwesterly along said curve 11.57 feet through a central angle of 120°28'47";

Thence South 59°51'08" West 65.66 feet to the easterly line of Lot 3 of said section 30;

Thence North 00°07'27" East 16.81 feet along said easterly line to a line parallel with and 14.52 feet northwesterly of that line cited as South 59°51'08" West 65.66 feet;

Thence North 59°51'08" East 66.77 feet along said parallel line to a curve concave northwesterly having a radius of 15.00 feet;

Thence northeasterly and northerly along said curve 15.58 feet through a central angle of 59°31'13" to a line parallel with and 23.00 feet westerly of that line cited as South 00°19'55" West 40.14 feet;

Thence North 00°19'55" East 122.50 feet along said parallel line;

Thence South 89°54'27" East 23.00 feet to a line parallel with and 23.00 feet easterly of that line cited as North 00°19'55" East 122.50 feet;

Thence South 00°19'55" West 100.74 feet along said parallel line to a curve concave northeasterly having a radius of 10.00 feet;

Thence southerly, southeasterly, and easterly along said curve 15.75 feet through a central angle of 90°14'22" to a line parallel with and 294.50 feet southerly of the northerly line of said north half;

Thence South 89°54'27" East 980.82 feet along said parallel line to the westerly line of said Parcel 3 of said Parcel Map;

Thence South 00°09'00" West 5.50 feet along said westerly line to the southwesterly corner of said Parcel 3;

Thence South 89°54'27" East 196.00 feet along the southerly line of said Parcel 3 to the **Point of Beginning**;

Containing 55,454 square feet / 1.273 acres more or less.

The distances shown herein are in grid. Ground distances may be obtained by dividing grid distance by the combination factor of 0.99997411.

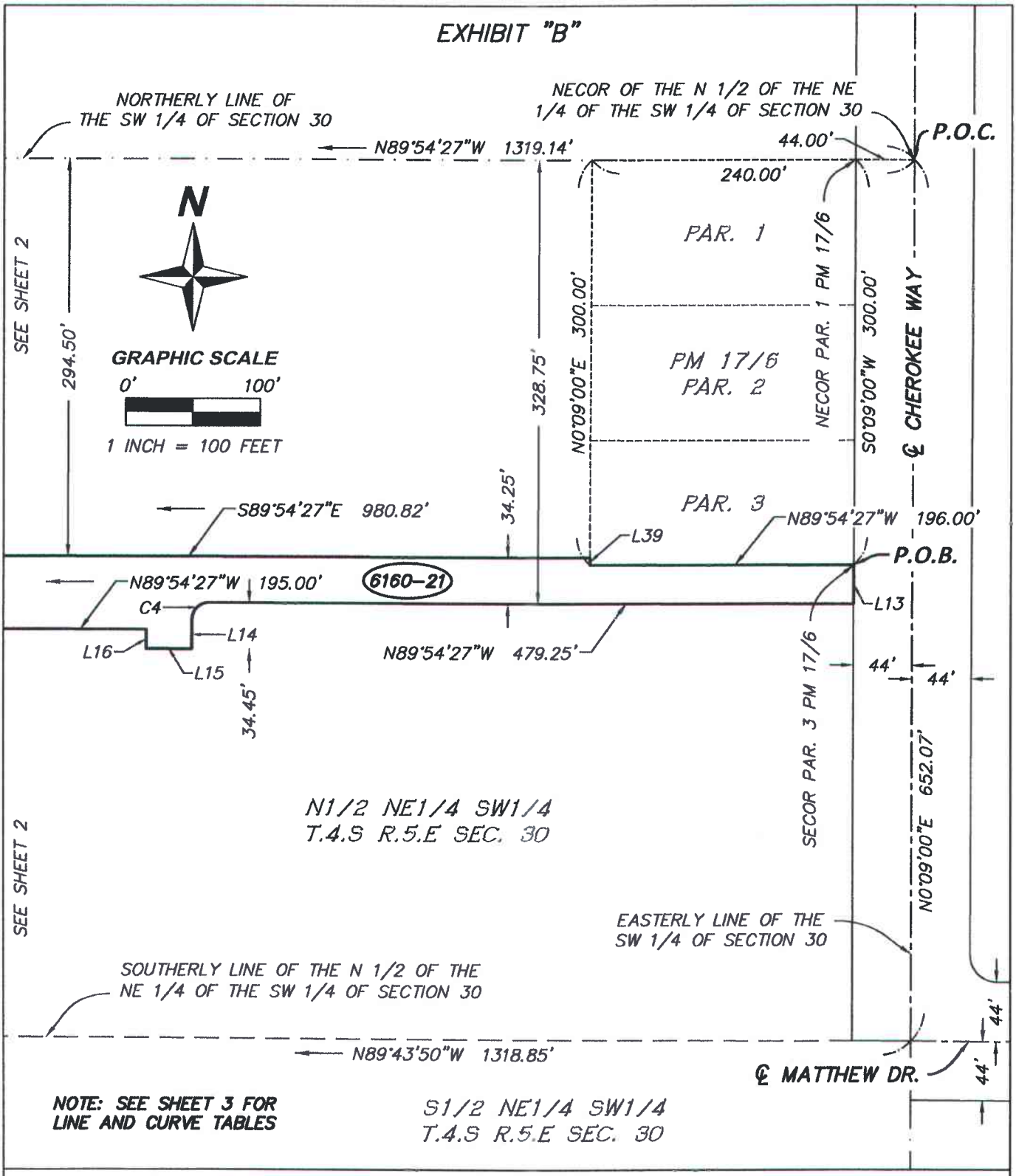
See Exhibit "B" attached hereto and made a part hereof.

JAMES R. McNEILL

Land Surveyor No. 7752

Date: 10-21-19

EXHIBIT "B"

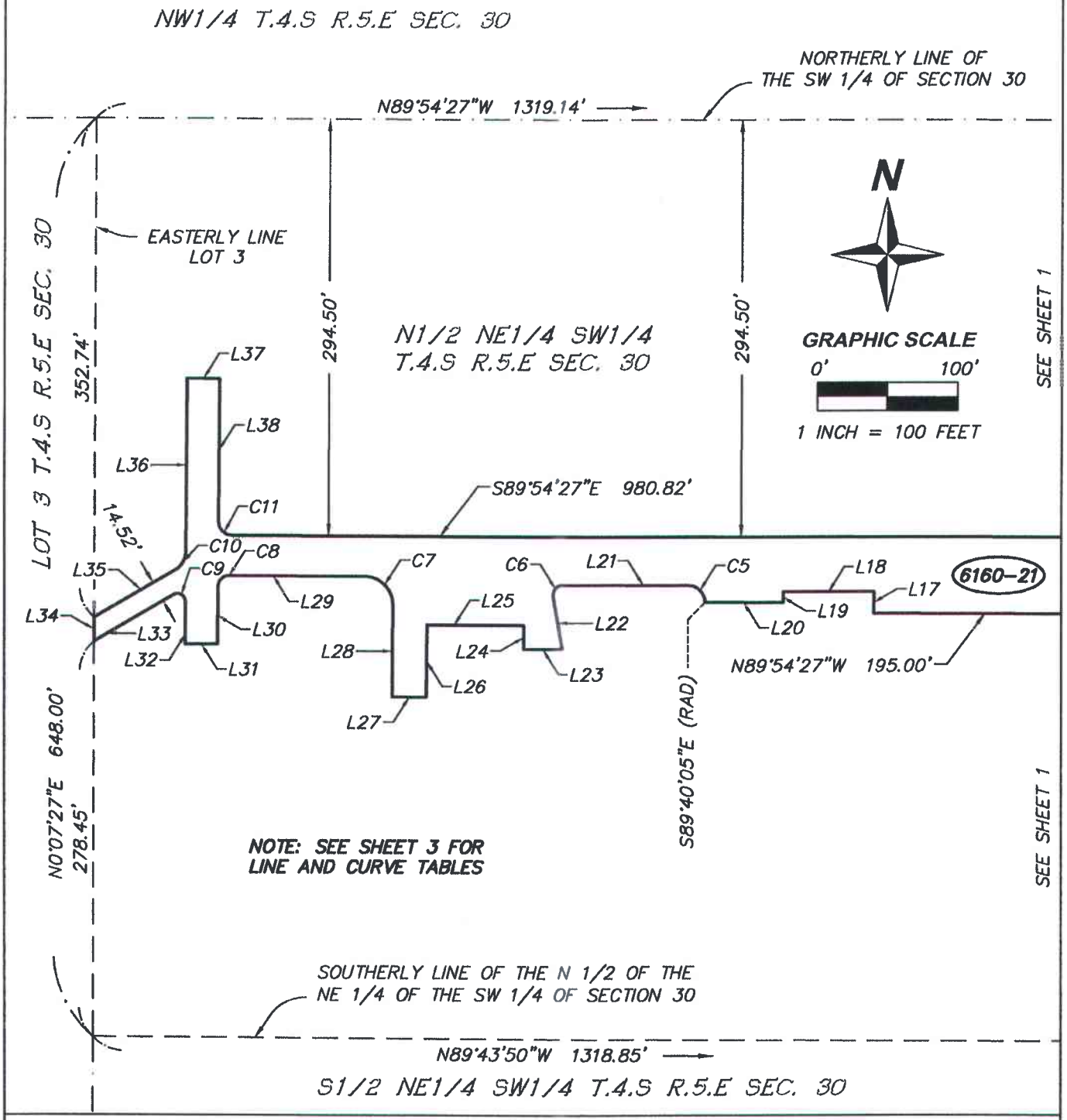


RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME: PALM SPRINGS LINE 41		SCALE 1"=100'	DRAWN BY SB
RCFC-WCD PARCEL NUMBER(S): 6160-21		DATE 10/3/19	CHECK BY DC
RCFC-WCD PROJECT NUMBER: 6-0-00160		SHEET NO. 1 OF 3	

EXHIBIT "B"



RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME: PALM SPRINGS LINE 41		SCALE 1"=100'	DRAWN BY SB
RCFC-WCD PARCEL NUMBER(S): 6160-21		DATE 10/3/19	CHECK BY DC
RCFC-WCD PROJECT NUMBER: 6-0-00160		SHEET NO. 2 OF 3	

EXHIBIT "B"

LINE TABLE		
LINE #	DIRECTION	LENGTH
L13	S00°09'00"W	28.75'
L14	S00°19'55"W	21.50'
L15	N89°54'27"W	34.20'
L16	N00°19'55"E	14.45'
L17	N00°19'55"E	15.50'
L18	N89°54'27"W	64.78'
L19	S00°19'55"W	7.55'
L20	N89°54'27"W	55.50'
L21	N89°54'27"W	88.48'
L22	S09°53'29"E	37.39'
L23	N89°54'27"W	27.55'
L24	N00°19'55"E	16.78'
L25	N89°53'59"W	69.10'
L26	S00°19'55"W	51.00'
L27	N89°54'27"W	24.00'
L28	N00°19'55"E	64.92'
L29	N89°54'27"W	95.83'
L30	S00°19'55"W	40.14'
L31	N89°54'27"W	23.00'
L32	N00°19'55"E	29.85'
L33	S59°51'08"W	65.66'
L34	N00°07'27"E	16.81'
L35	N59°51'08"E	66.77'
L36	N00°19'55"E	122.50'
L37	S89°54'27"E	23.00'
L38	S00°19'55"W	100.74'
L39	S00°09'00"W	5.50'

NOTE: SEE SHEET 1 AND SHEET 2 FOR LINE AND CURVE LOCATIONS

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C4	Δ=89°45'38"	13.00'	20.37'
C5	Δ=90°14'22"	12.00'	18.90'
C6	Δ=99°59'02"	7.00'	12.22'
C7	Δ=90°14'22"	20.00'	31.50'
C8	Δ=89°45'38"	8.00'	12.53'
C9	Δ=120°28'47"	5.50'	11.57'
C10	Δ=59°31'13"	15.00'	15.58'
C11	Δ=90°14'22"	10.00'	15.75'

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME:	PALM SPRINGS LINE 41	SCALE NTS	DRAWN BY SB
RCFC-WCD PARCEL NUMBER(S):	6160-21	DATE 10/3/19	CHECK BY DC
RCFC-WCD PROJECT NUMBER:	6-0-00160	SHEET NO. 3 OF 3	

STATE OF CALIFORNIA - THE RESOURCES AGENCY
DEPARTMENT OF FISH AND GAME

ENVIRONMENTAL FILING FEE CASH RECEIPT

Receipt # **200600506**

Lead Agency: RIVERSIDE COUNTY FLOOD CONTROL *Date:* 04/28/2006

County Agency of Filing: Riverside *Document No:* 200600506

Project Title: PALM SPRINGS MASTER DRAINAGE PLAN (MDP) LINE 41, STAGE 3

Project Applicant Name: RIVERSIDE COUNTY FLOOD CONTROL *Phone Number:*

Project Applicant Address: 1995 MARKET ST RIVERSIDE, CA 92501

Project Applicant: Local Public Agency

CHECK APPLICABLE FEES:

☐ *Environmental Impact Report*	
☒ *Negative Declaration*	1250.00
☐ *Application Fee Water Diversion (State Water Resources Control Board Only)*	
☐ *Project Subject to Certified Regulatory Programs*	
☒ *County Administration Fee*	$64.00
☐ *Project that is exempt from fees (DeMinimis Exemption)*	
☐ *Project that is exempt from fees (Notice of Exemption)*	
Total Received	1314.00

Signature and title of person receiving payment:

Notes:

STATE OF CALIFORNIA - THE RESOURCES AGENCY
DEPARTMENT OF FISH AND GAME

ENVIRONMENTAL FILING FEE CASH RECEIPT

Receipt # 200800954

Lead Agency: RIVERSIDE CO. FLOOD CONTROL *Date:* 09/19/2008

County Agency of Filing: Riverside *Document No:* 200800954

Project Title: PALM SPRINGS MASTER DRAINAGE PLAN, LINE 41,STAGE 3

Project Applicant Name: RIVERSIDE CO. FLOOD CONTROL *Phone Number:*

Project Applicant Address: 1995 MARKET ST RIVERSIDE CA 92501

Project Applicant: Local Public Agency

CHECK APPLICABLE FEES:

☐ *Environmental Impact Report*	
☒ *Negative Declaration*	1876.75
☐ *Application Fee Water Diversion (State Water Resources Control Board Only)*	
☐ *Project Subject to Certified Regulatory Programs*	
☒ *County Administration Fee*	$64.00
☐ *Project that is exempt from fees (De Minimis Exemption)*	
☐ *Project that is exempt from fees (Notice of Exemption)*	
Total Received	1940.75

Signature and title of person receiving payment:

Notes: