



City of La Quinta

CITY / SA / HA / FA MEETING DATE: April 7, 2015

ITEM TITLE: ACCEPT GRANT OF EASEMENT AND AGREEMENT FOR PUBLIC STREET PURPOSES ON DUNE PALMS ROAD FROM DESERT SANDS UNIFIED SCHOOL DISTRICT

AGENDA CATEGORY:

BUSINESS SESSION:

CONSENT CALENDAR: 8

STUDY SESSION:

PUBLIC HEARING:

RECOMMENDED ACTION:

Accept and authorize the City Manager to execute the Grant of Easement and Agreement for public street purposes on Dune Palms Road from Desert Sands Unified School District.

EXECUTIVE SUMMARY:

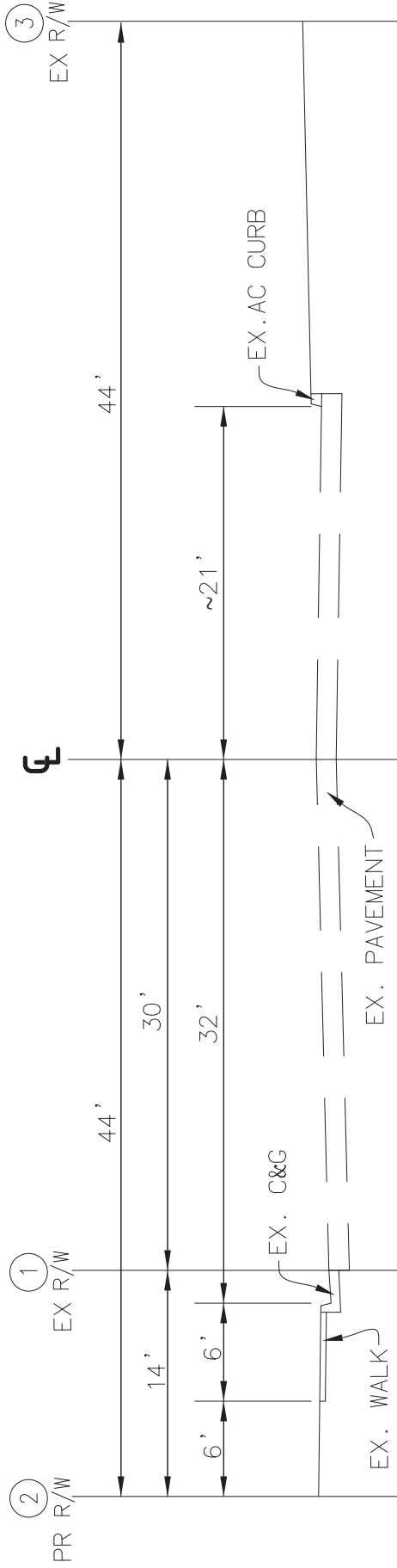
- During the project research phase of the Dune Palms Road Project, it was discovered that the ultimate street right-of-way on the west side of Dune Palms Road, between the Coachella Valley Water District Storm Water Channel and Blackhawk Way, had not been dedicated to the City by Desert Sands Unified School District ("DSUSD") per the City's General Plan or street improvement plans for La Quinta High School (Attachment 1).
- Staff contacted DSUSD's staff to complete the road dedication, which was approved by DSUSD's Board on March 17, 2015.
- City Council approval of the Grant of Easement and Agreement (Attachment 2) will complete the right-of-way dedication for this part of Dune Palms Road.

FISCAL IMPACT:

Since the Maintenance Division currently maintains this road segment within their budget, there is no additional cost for acceptance of this right-of-way.

BACKGROUND/ANALYSIS:

During project development for the Dune Palms Road Project, it was revealed that DSUSD had not completed dedicating the additional required road right-of-way per the



WEST SIDE
LA QUINTA HIGH SCHOOL

DUNE PALMS TYPICAL SECTION
EXISTING STREET SECTION

EAST SIDE

NOTES

- ① ORIGINAL STREET R/W DEDICATION
- ② STREET IMPROVEMENT PLAN FOR DESERT SANDS UNIFIED SCHOOL DISTRICT, NOTED R/W LIMITS DUNE PALMS.
- ③ CURRENT R/W EAST SIDE

RECORDING REQUESTED BY
AND RETURN TO:

City of La Quinta 78-
495 Calle Tampico La
Quinta, CA 92253
Attn: City Clerk

APN: 600-010-004

(Space Above For Recorder's Use)

Exempt recording fee pursuant to Govt. Code § 6103.

GRANT OF EASEMENT AND AGREEMENT

THIS GRANT OF EASEMENT AND AGREEMENT (hereinafter referred to as the "Agreement") is made this _____ day of _____, 2015, by the Desert Sands Unified School District, a California public school district in the County of Riverside, State of California (hereinafter referred to as the "Grantor").

RECITALS

A. Grantor is the legal owner of a fee interest in certain real property located in the County of Riverside, State of California, commonly known as the La Quinta High School, La Quinta, California, which property is identified by Riverside County Assessor Parcel Number 600-010-004 and more particularly described in Exhibit C attached hereto and incorporated herein by reference (hereinafter referred to as the "Property").

B. Grantor desires to grant to the City of La Quinta, a California municipal corporation and charter city (the "City"), a perpetual and irrevocable easement in, on, under and across a portion of the Property more particularly described in Exhibit A and depicted in Exhibit B (both of which are incorporated herein by this reference) for right-of-way, public street, utility purposes and ancillary uses (the "Easement Area").

AGREEMENT

NOW, THEREFORE, Grantor and City agree as follows:

1. **GRANT; DESCRIPTION OF EASEMENT AREA.** Grantor grants the City an easement for the purposes listed below in, on, under and across the Easement Area.

2. **PURPOSE.** The easement is for a perpetual and irrevocable easement in, on, under and across the Easement Area for right-of-way, public street, utility purposes and ancillary uses.

3. **DECLARATION OF RESTRICTIONS.** Grantor shall retain all normal rights and incidents of ownership of the underlying fee interest in the Property not inconsistent with this Agreement. Grantor shall not be bound to undertake any supervision or maintenance of the Easement Area to provide for the public purposes hereunder. Grantor must relocate any utilities or other encumbrances located within the Easement Area at City's sole cost and expense if

requested by City for use of the Easement Area. Grantor shall be responsible for any hazardous materials or contaminants located in the Easement Area prior to the date of this Agreement. City shall be responsible for any hazardous materials or contaminants located in the Easement Area after the date of this Agreement

4. DURATION; SUCCESSORS AND ASSIGNS; RUNS WITH THE LAND. This Agreement shall be binding upon the Grantor, and its assigns or successors in interest to the Property described above in perpetuity and shall not expire. This Agreement and terms, conditions and restrictions shall run with the land and be binding on the assigns and successors of the Grantor in the manner provided for herein so long as the easement is used for the purpose set forth in Section 2, above.

5. TAXES AND ASSESSMENTS. This Agreement, easement and restrictions shall be deemed to constitute a servitude upon and burden to the Property within the meaning of Section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

6. COUNTERPARTS. This Agreement may be executed in one or more counterparts, which, taken together, shall constitute one complete and enforceable agreement.

[Signatures Contained On Following Page]


Executed this _____ day of _____, 2015, at La Quinta, California.

"Grantor"

Desert Sands Unified School District, a
California public school district

"City"

CITY OF LA QUINTA, a California municipal
corporation and charter city

By: 
Its: Dr. James Novak
Assistant Superintendent,
Business Services

By: _____
Frank J. Spevacek
City Manager

By: _____
Its: _____

Attest:

Susan Maysels, City Clerk

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

William H. Ihrke
City Attorney

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 Riverside

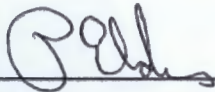
On March 23, 2015 before me, P. Elders, Notary Public
(insert name and title of the officer)

personally appeared Dr. James Novak, Assistant Superintendent, Business Services,
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.

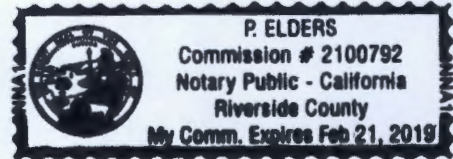
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



STATE OF CALIFORNIA
COUNTY OF _____) ss.

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 _____

STATE OF CALIFORNIA
COUNTY OF _____) ss.

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 _____

EXHIBIT A

(Legal Description of Easement Area Attached)

EXHIBIT "A"
LEGAL DESCRIPTION
PUBLIC ROAD AND UTILITIES EASEMENT

That certain parcel of land situated in the City of La Quinta, County of Riverside, State of California, being that portion of a Grant Deed recorded October 17, 1991 as Instrument No. 360104, Official Records of said County of Riverside, being located in a portion of the northwest quarter of Section 29, Township 5 South, Range 7 East, San Bernardino Meridian, more particularly described as follows:

BEGINNING at the north quarter corner of said Section 29, as shown on Parcel Map No. 18629 filed in Book 113, Pages 54 and 55 of Parcel Maps, in the Office of the County Recorder of said County of Riverside, said point being the centerline intersection of Dune Palms Road and Blackhawk Way;

Thence along the northerly line of said Section 29, South 89°39'45" West 67.61 feet;

Thence leaving said northerly line at right angles, South 00°20'15" East 30.00 feet;

Thence South 40°38'09" East 36.22 feet to a line parallel with and 44.00 feet westerly of the easterly line of said northwest quarter of Section 29;

Thence along said parallel line, South 00°09'19" East 1210.66 feet to the southerly line of said Grant Deed as shown on a Record of Survey filed in Book 91, Page 91 of Records of Surveys in the Office of the County Recorder of said County of Riverside;

Thence leaving said parallel line and along said southerly line, South 71°39'14" East 46.40 feet to the aforementioned easterly line of said northwest quarter of Section 29;


Thence leaving said southerly line and along said easterly line, North 00°09'19" West 1283.15 feet to the **POINT OF BEGINNING**.

CONTAINING: 1.31 Acres (57,165 Square Feet), more or less.

SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of Record.

EXHIBIT "B" attached and by this reference made a part hereof.

This description was prepared by
me or under my direction.



Christopher L. Alberts, P.L.S. 8508



Date: 2-09-11
RBF CONSULTING
74-130 Country Club Drive, Suite 201
Palm Desert, CA 92260-1655
Prepared: February 9, 2011
JN 20-101248-01

EXHIBIT B

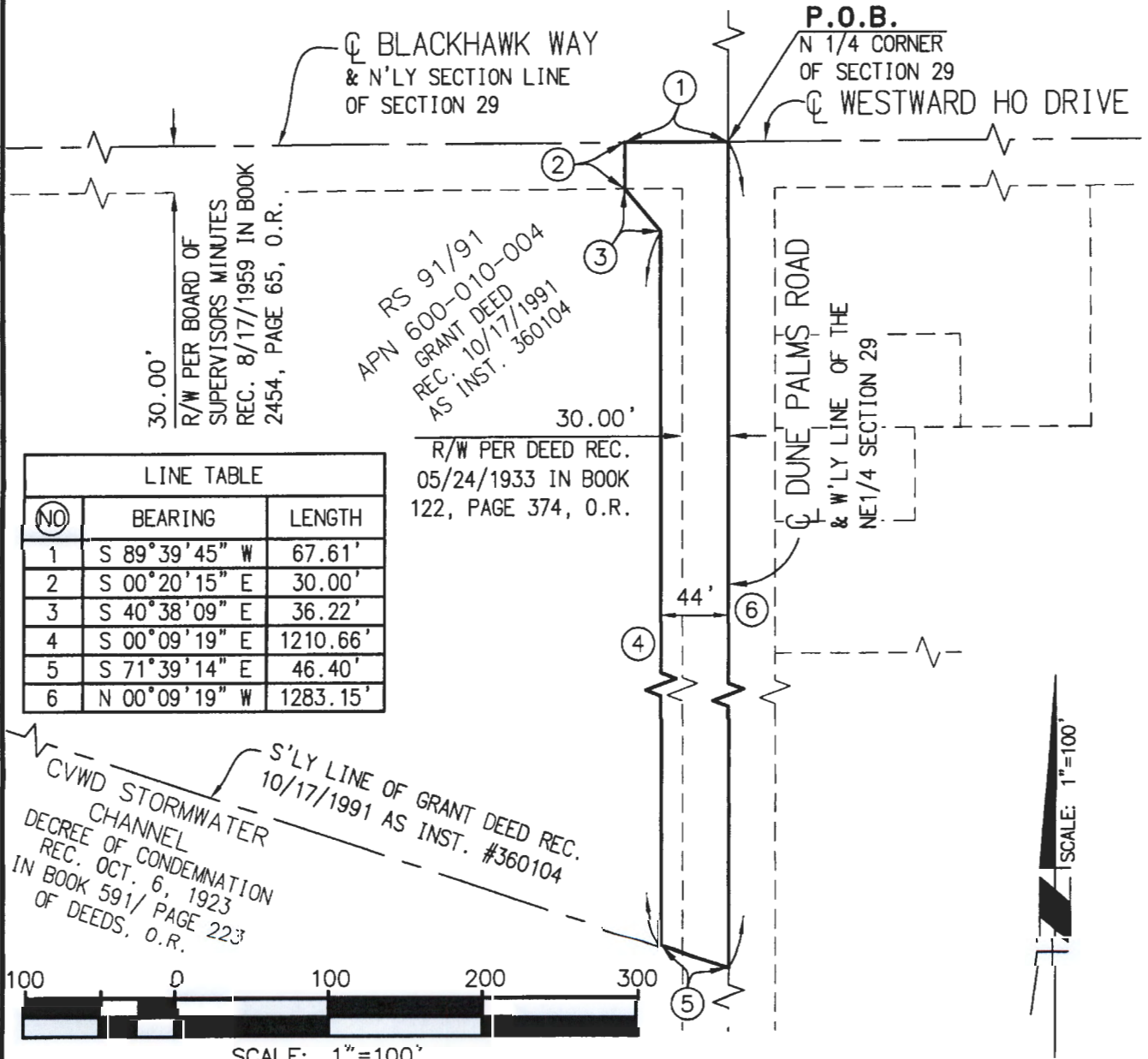
(Depiction of Easement Area Attached)

INDICATES AREA OF EASEMENT
1.31± ACRES

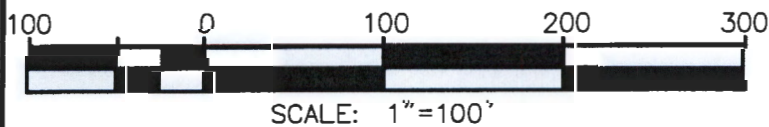
EXHIBIT "B"

PLAT TO ACCOMPANY A LEGAL DESCRIPTION

PUBLIC ROAD AND UTILITIES EASEMENT



LINE TABLE		
NO	BEARING	LENGTH
1	S 89°39'45" W	67.61'
2	S 00°20'15" E	30.00'
3	S 40°38'09" E	36.22'
4	S 00°09'19" E	1210.66'
5	S 71°39'14" E	46.40'
6	N 00°09'19" W	1283.15'



A PORTION OF THE NW 1/4 OF SEC. 29 T. 5 S., R. 7 E., S.B.M.



RBF
CONSULTING

SHEET 1 OF 1 SHEET
FEBRUARY 9, 2011
JN: 20-101248.002

Christopher L. Alberts
CHRISTOPHER L. ALBERTS
PLS 8508

2-09-11
DATE:

EXHIBIT C

(Legal Description of Property Attached)

EXHIBIT "C"

