



City of La Quinta

CITY / SA / HA / FA MEETING DATE: May 5, 2015

ITEM TITLE: ACCEPT GRANT OF EASEMENT AND AGREEMENT FOR DRAINAGE PURPOSES ON HORSESHOE ROAD FROM INDIAN SPRINGS GOLF CLUB

AGENDA CATEGORY:

BUSINESS SESSION:

CONSENT CALENDAR: 15

STUDY SESSION:

PUBLIC HEARING:

RECOMMENDED ACTION:

Accept and authorize the City Manager to execute the Grant of Easement and Agreement for drainage purposes on Horseshoe Road from Indian Springs Golf Club.

EXECUTIVE SUMMARY:

- During review of the Horseshoe Road Drainage Project, staff discovered that a drainage easement for the drainage swale between Horseshoe Road and the Indian Springs Golf Course had not been granted to the City by the golf course owner.
- The owner has been contacted and the attached Grant of Easement and Agreement ("Agreement") (Attachment 1) was drafted.
- Acceptance of the Agreement will complete the drainage easement dedication for Horseshoe Road and ensure these improvements will be permanently attached to the land.

FISCAL IMPACT:

Since the Maintenance Division currently maintains this drainage swale within their budget, there is no additional cost for acceptance of this easement.

BACKGROUND/ANALYSIS:

The Horseshoe Road Drainage Project was a capital improvement program project to provide overflow drainage from the parkway onto the adjacent private golf course via an improved drainage swale onto the 11th fairway of the Indian Springs Golf Course.

During the research phase of the project, it was discovered that a drainage easement for the original swale had not been granted to the City by the owner of the golf course. Staff contacted the owner of the golf course and drafted an agreement and grant of drainage easement. Staff recommends acceptance of the Agreement to complete the drainage easement dedication, with direction to the City Clerk to execute and record the document.

ALTERNATIVES:

Since this easement is necessary for the ongoing operation and maintenance of the drainage of Horseshoe Road, no alternative is recommended.

Report prepared by: Edward J. Wimmer, P.E., Principal Engineer

Report approved for submission by: Timothy R. Jonasson, P.E.

Public Works Director/City Engineer

Attachment: 1. Grant of Easement and Agreement

RECORDING REQUESTED BY
AND RETURN TO:

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

APN: 600-051-021

(Space Above For Recorder's Use)
Exempt recording fee pursuant to Govt. Code § 6103.

GRANT OF DRAINAGE EASEMENT AND AGREEMENT

THIS GRANT OF DRAINAGE EASEMENT AND AGREEMENT (hereinafter referred to as the "Agreement") is made this 6th day of April, 2015, by Indian Springs Golf Club, a California Limited Liability Company (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 INDIAN SPRINGS GOLF CLUB, La Quinta, California, which property is identified by Riverside County Assessor Parcel Number(s) 600-051-021, 600-050-010 and 600-060-039 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 drainage easement in, on, under and across a portion of the Property described in Exhibit A and depicted in Exhibit B (both of which are incorporated herein by this reference) for drainage purposes and ancillary uses.

AGREEMENT

NOW, THEREFORE, Grantor and City agree as follows:

1. **GRANT; DESCRIPTION OF EASEMENT AREA.** Grantor grants the City a drainage easement for the purposes listed below on that portion of the Property described on Exhibit A and depicted in Exhibit B (the "Easement Area").
2. **PURPOSE.** The drainage easement is for a perpetual and irrevocable easement in, on, under and across the Easement Area for drainage 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 be bound to undertake supervision or maintenance of the

Drainage Easement Area to provide for the public purposes hereunder. Grantor shall not modify the drainage pattern established by the City without prior approval from the City. Grantor must relocate any utilities or other encumbrances located within the Drainage Easement Area at Grantor's sole cost and expense if requested by City for use of the Drainage Easement Area. Grantor shall be responsible for any hazardous materials or contaminants located in the Drainage Easement Area prior to the date of this Agreement.

4. DURATION; SUCCESSORS AND ASSIGNS; RUNS WITH THE LAND. This Agreement shall be binding upon the owner and the heirs, 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 heirs, assigns and successors of the Grantor in the manner provided for herein.


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 April, 20 15, at La Quinta, California.

“Grantor”



Indian Springs Golf Club,
a California Limited Liability Company

By: NEIL FINCH
Its: MANAGING MEMBER LLC

By: _____
Its: _____

“City”

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

By: _____
Frank J. Spevacek
City Manager

Attest:

Susan Maysels, City Clerk

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

William H. Ihrke
City Attorney

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 April 6, 2015 before me, SUSAN MAYSELS, Notary Public, personally appeared NEIL FINCH who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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 Smayels



(seal)

DOCUMENT:

GRANT OF DRAINAGE EASEMENT AND AGREEMENT between the City of La Quinta and Indian Springs Golf Club, LLC re" APN 600-051-021

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 April , 2015 before me, SUSAN MAYSELS, Notary Public, personally appeared FRANK J. SPEVACEK who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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)

DOCUMENT:

GRANT OF DRAINAGE EASEMENT AND AGREEMENT between the City of La Quinta and Indian Springs Golf Club, LLC re" APN 600-051-021

EXHIBIT A

(Legal Description of Easement Area Attached)

EXHIBIT "A"
DRAINAGE EASEMENT DEDICATION
(LEGAL DESCRIPTION)

OWNERS	EXISTING PARCELS ASSESSOR'S PARCEL No.
INDIAN SPRINGS GOLF CLUB, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY	600-051-021

IN THE CITY OF LA QUINTA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THAT PORTION OF PROPERTY "C", AS PER LOT LINE ADJUSTMENT 2001-353 RECORDED ON JULY 6, 2001 AS INSTRUMENT No. 2001-311435 OF OFFICIAL RECORDS AND APPROVED BY THE CITY OF LA QUINTA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF LOT 36, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY OF HORSESHOE ROAD AS SHOWN ON SAID LOT LINE ADJUSTMENT;

THENCE SOUTH 89°55'00" WEST, A DISTANCE OF 1.50 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°05'00" EAST, ALONG A LINE THAT IS PARALLEL TO AND 1.50 FEET WESTERLY FROM THE WESTERLY PROPERTY LINE OF SAID LOT 36, A DISTANCE OF 40.11 FEET;

THENCE SOUTH 53°53'59" EAST ALONG A LINE THAT IS PARALLEL TO AND 1.50 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY PROPERTY LINE OF SAID LOT 36, A DISTANCE OF 13.00 FEET;

THENCE PERPENDICULAR TO SAID SOUTHWESTERLY LINE, SOUTH 36°06'01" WEST, A DISTANCE OF 5.00 FEET;

THENCE NORTH 53°53'59" WEST ALONG A LINE THAT IS PARALLEL TO AND 6.50 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY PROPERTY LINE OF SAID LOT 36, A DISTANCE OF 13.50 FEET;

THENCE PERPENDICULAR TO SAID SOUTHWESTERLY LINE SOUTH 36°06'01" WEST, A DISTANCE OF 12.50 FEET;

THENCE NORTH 53°24'55" WEST A DISTANCE OF 18.75 FEET;

THENCE NORTH 36°06'01" EAST A DISTANCE OF 3.75 FEET;

THENCE ON A STRAIGHT AND DIRECT LINE TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HORSESHOE ROAD AS SHOWN ON SAID LOT LINE ADJUSTMENT, SAID POINT BEING 49.00 FEET WESTERLY FROM THE TRUE POINT OF BEGINNING AND MEASURED ALONG SAID RIGHT-OF-WAY, NORTH 32°43'34" WEST, A DISTANCE OF 47.16 FEET;

THENCE NORTH 89°55'00" EAST, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 49.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1708.8 SQUARE FEET (0.04 ACRES), MORE OR LESS.

THIS DESCRIPTION IS ALSO SHOWN ON THE ATTACHED EXHIBIT "B" AND HEREBY BEING MADE A PART HEREOF.

THIS DESCRIPTION PREPARED BY
ME OR UNDER MY SUPERVISION:

Brian D. Fox 9/25/14
BRIAN FOX, PLS 7171 EXP. 12-31-15



ASSESSOR'S PARCEL NUMBER(S):
600-051-021

DATE EXHIBIT PREPARED:
SEPTEMBER 22, 2014



CIVIL / STRUCTURAL ENGINEERS
MUNICIPAL CONSULTANTS / PLANNERS
SURVEYORS / GPS

151 South Girard Street • Hemet, Ca 92544
TEL. (951) 652-4454 • FAX (951) 766-8942
E-MAIL bfox@kcozad.com

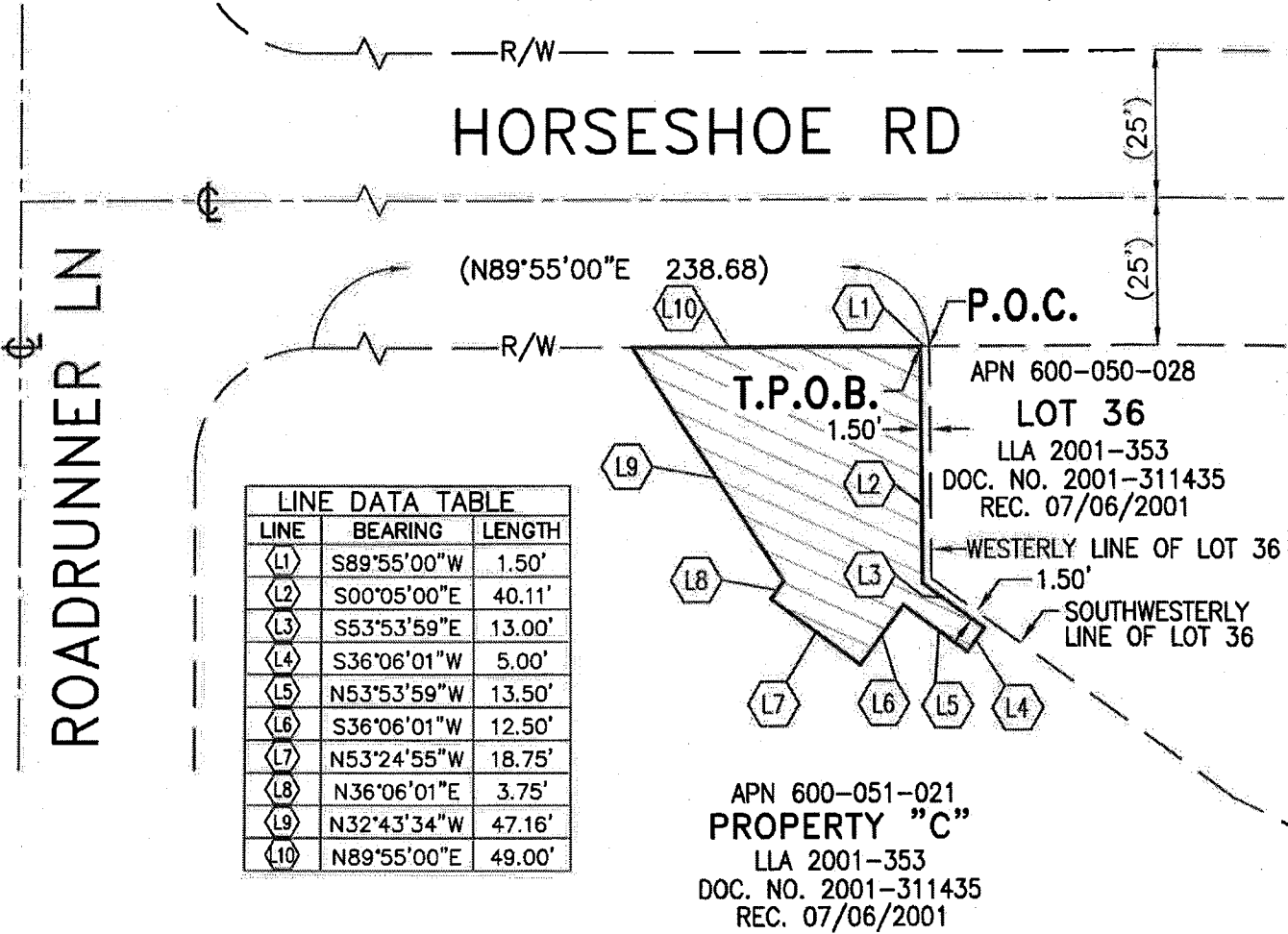
EXHIBIT B

(Depiction of Easement Area Attached)

EXHIBIT "B"
PROPOSED DRAINAGE EASEMENT
(PLAT MAP)

OWNER: INDIAN SPRINGS GOLF CLUB, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
 PROPERTY: VACANT LAND, LA QUINTA, CA

T.5S, R.7E, SEC. 29, S.B.M.



LINE DATA TABLE		
LINE	BEARING	LENGTH
L1	S89°55'00"W	1.50'
L2	S00°05'00"E	40.11'
L3	S53°53'59"E	13.00'
L4	S36°06'01"W	5.00'
L5	N53°53'59"W	13.50'
L6	S36°06'01"W	12.50'
L7	N53°24'55"W	18.75'
L8	N36°06'01"E	3.75'
L9	N32°43'34"W	47.16'
L10	N89°55'00"E	49.00'

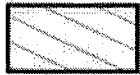
ROADRUNNER LN

HORSESHOE RD

APN 600-051-021
PROPERTY "C"
 LLA 2001-353
 DOC. NO. 2001-311435
 REC. 07/06/2001

APN 600-050-028
LOT 36
 LLA 2001-353
 DOC. NO. 2001-311435
 REC. 07/06/2001
 WESTERLY LINE OF LOT 36
 SOUTHWESTERLY LINE OF LOT 36

LEGEND

- EXISTING CENTER LINE
- ADJACENT PARCEL & R/W LINES
- () RECORD DATA PER DOC. NO. 2001-311435
 RECORDED 07/06/2001
-  PROPOSED EASEMENT AREA
- P.O.C.** POINT OF COMMENCING
- T.P.O.B.** TRUE POINT OF BEGINNING



DATED: 9/20/14

ASSESSOR'S PARCEL NUMBER(S):
 600-051-021
 DATE EXHIBIT PREPARED:
 SEPTEMBER 22, 2014

PREPARED BY:



CIVIL / STRUCTURAL ENGINEERS
 MUNICIPAL CONSULTANTS / PLANNERS
 SURVEYORS / GPS
 151 South Girard Street • Hemet, Ca 92544
 TEL. (951) 652-4454 • FAX (951) 766-8942
 E-MAIL bfox@bcozad.com



SCALE: 1"=30'

EXHIBIT C

(Legal Description of Property Attached)

LEGAL DESCRIPTION

Real property in the City of La Quinta, County of Riverside, State of California, described as follows:

ADJUSTED PROPERTY "C" OF LOT LINE ADJUSTMENT NO. 2001-353 AS DEPICTED ON EXHIBIT "B" OF THAT CERTAIN GRANT DEED RECORDED JULY 6, 2001 AS INSTRUMENT NO. 2001-311435 OF OFFICIAL RECORDS AND APPROVED BY THE CITY OF LA QUINTA, DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE EAST THREE-QUARTERS AND THE EAST HALF OF THE WEST HALF OF THE EAST THREE-QUARTERS, ALL IN THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY.

EXCEPTING THEREFROM ANY PORTION OF TRACT 2180 EXCLUDING LOT 36, AS SHOWN BY MAP ON FILE IN BOOK 41, PAGES 37, 38 AND 39 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM ANY PORTION THEREFROM INCLUDED IN TRACT 2190, AS SHOWN BY MAP ON FILE IN BOOK 41, PAGES 55, 56 AND 57 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO AN OFFICIAL PLAT OF SAID LAND FILE IN THE DISTRICT LAND OFFICE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 16 OF TRACT NO. 2190, AS SHOWN BY MAP ON FILE IN BOOK 41, PAGES 55 THROUGH 57, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 89° 38' 21" EAST 11.00 FEET ON THE SOUTHERLY LINE OF LOT "A" OF SAID TRACT NO. 2190; THENCE SOUTH 00° 04' 39" EAST 100.00 FEET TO THE INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID LOT 16; THENCE 89° 35' 21" WEST 11.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16; THENCE NORTH 00° 04' 39" WEST 100.00 FEET ON THE EASTERLY LINE OF SAID LOT TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION THEREFROM DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHEASTERLY CORNER OF LOT 54, TRACT 2180, AS SHOWN BY MAP ON FILE IN BOOK 41, PAGE 39 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID CORNER BEING AT THE TRUE POINT OF BEGINNING; THENCE SOUTH 80° 19' 20" EAST A DISTANCE OF 30.44 FEET; THENCE SOUTH 00° 04' 39" EAST A DISTANCE OF 94.92 FEET; THENCE SOUTH 89° 55' 21" WEST A DISTANCE OF 30.00 FEET; THENCE NORTH 00° 04' 39" WEST A DISTANCE OF 100.00 FEET, SAID POINT BEING AT THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LOT 36 DESCRIBED AS FOLLOW:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN TOGETHER WITH THOSE PORTIONS OF LOTS 35 AND 36 OF TRACT 2180 AS RECORDED IN BOOK 41 OF MAP, PAGES 37 THROUGH 39, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AS ADJUSTED PER LOT LINE ADJUSTMENT 89-017, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT 35 OF TRACT 2180; THENCE NORTH 64° 08' 00" WEST A DISTANCE OF 68.85 FEET TO A POINT ON THE EASTERLY LINE OF LOT 36 AS ADJUSTED PER LOT LINE ADJUSTMENT 89-017 AND THE POINT OF BEGINNING; THENCE NORTH 64° 08' 00" WEST A DISTANCE OF 70.67 FEET; THENCE NORTH 53° 53' 59" WEST A DISTANCE OF 63.26 FEET; THENCE NORTH 00° 05' 00" WEST 39.34 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF LOT "E" (HORSESHOE ROAD) OF SAID TRACT 2180; THENCE NORTH 89° 55' 00" EAST A DISTANCE OF 81.12 FEET; THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG A CURVE SOUTHERLY HAVING A RADIUS OF 475.00 FEET THROUGH AN ANGLE OF 7° 35' 25" AN ARC LENGTH OF 62.93 FEET, THE PREVIOUS TWO COURSES BEING ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID LOT "E" (HORSESHOE ROAD) THE ENDING RADIAL BEARS NORTH 07° 30' 25" EAST; THENCE SOUTH 15° 42' 33" WEST ALONG THE WESTERLY LINE OF LOT 35 AS ADJUSTED PER LOT LINE ADJUSTMENT 89-017 A DISTANCE OF 107.51 FEET TO THE POINT OF BEGINNING.

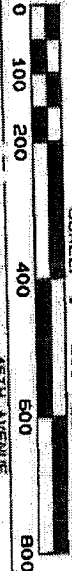
APN: 600-051-021-3, 600-050-010-0 and 600-060-039-8



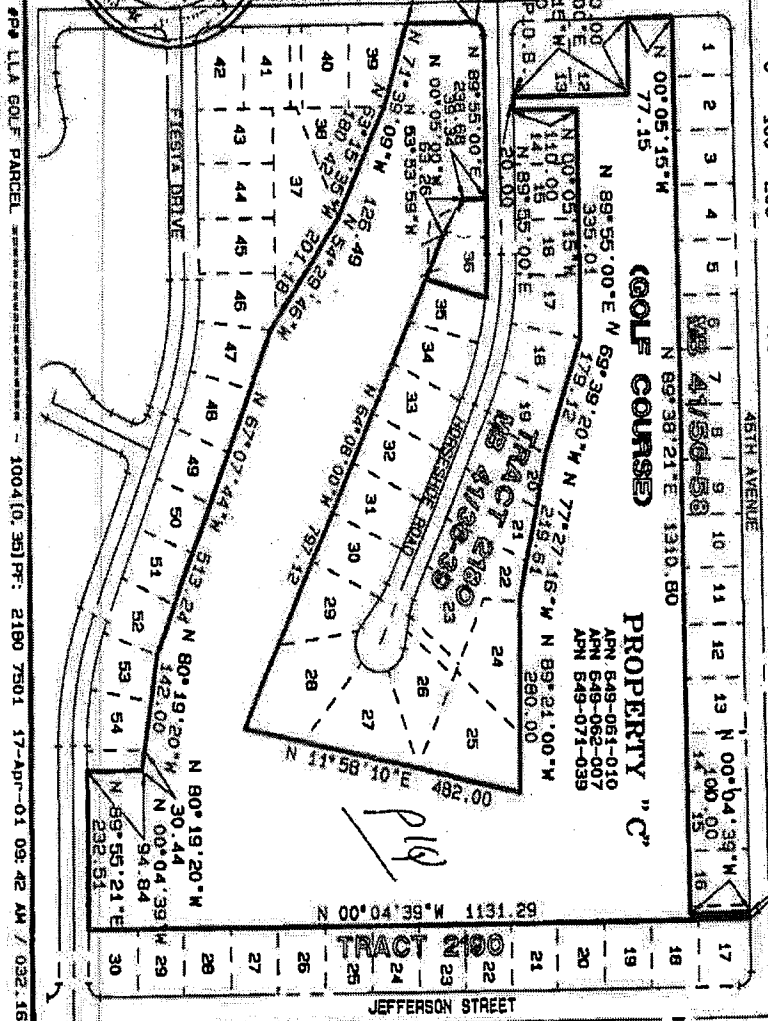
2891-311435
87/86/2891 88-888
4 of 5



PROPERTY "B" IS INCORPORATED INTO PROPERTY "A" AND "C"



IN THE CITY OF LA QUINTA, CALIFORNIA
EXHIBIT B
LOT LINE ADJUSTMENT 2001-353
IN THE NE 1/4 OF SECTION 29, T8S, R7E, S8M
SCALE: 1" = 200 FEET



APN 848-081-010
APN 848-082-012
APN 848-071-039
1004 (0.36) PF: 2180 7501 17-Apr--01 09:42 AM / 032.1600-

Description: Riverside, CA Document-Year.DocID 2001.311435 Page 4 of 5 Only
Order: havener Comment:

EXHIBIT D
(Certificate of Acceptance)

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Grant of Drainage Easement and Agreement dated April 6, 2015 by Indian Springs Golf Club, a California Limited Liability Company ("Grantor"), to the CITY OF LA QUINTA, a California municipal corporation and charter city ("Grantee"), is hereby accepted by the undersigned City Manager of the City of La Quinta on behalf of the City of La Quinta, pursuant to authority conferred by City Council Resolution No. 2012-008, adopted April 17, 2012, and the City consents to recordation thereof by its duly authorized officer.

DATED: _____

"GRANTEE" CITY OF LA QUINTA, CALIFORNIA,
a public body, corporate and politic

By: _____
Name/Title: Frank J. Spevacek, City Manager
City of La Quinta, California

I HEREBY ATTEST to the authenticity of the foregoing signature and to the adoption of the said Resolution of his general authority to so act and certify that said authority has not been revoked by a subsequent Resolution or order of the City.

DATED: _____

By: _____
Name/Title: Susan Maysels, City Clerk
City of La Quinta, California

NOTARY 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 _____, 2014 before me, SUSAN MAYSELS, Notary Public, personally appeared FRANK J. SPEVACEK who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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)

