

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



ITEM  
11.2  
(ID # 3384)

**MEETING DATE:**

Tuesday, March 7, 2017

**FROM :** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Adopt Resolution No. F2017-03; Authorization to Sell Fee Title Interest of District Owned Real Property located in the city of Desert Hot Springs, County of Riverside, State of California; APNs 665-050-027 and 665-050-030; Mission Creek Channel, Project No. 6-0-00090; 4th District. [\$0 District Funds]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Finds that the proposed project is exempt from the California Environmental Quality Act ("CEQA") as it has been determined to qualify as a "Class 12 Categorical Exemption" pursuant to Article 19 of the State CEQA Guidelines: Section 15312 and the "General Rule Exemption" pursuant to Article 5 of the State CEQA Guidelines Section 15061(b)(3);
2. Adopt Resolution No. F2017-03, Authorization to Sell Fee Title Interest of District Owned Real Property RCFC Parcel Nos. 6090-12E and 6090-13 located in the city of Desert Hot Springs, County of Riverside, State of California, by Quitclaiming Deeds to the adjacent property;

Prev. Agn. Ref.: MT# 3252 11-3 of 01/17/17

**ACTION:** 4/5 Vote Required

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Tavaglione, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Ashley  
Nays: None  
Absent: None  
Date: March 7, 2017  
xc: Flood, Recorder

Kecia Harper-Ihem  
Clerk of the Board

By: 

Deputy

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

**RECOMMENDED MOTION:** That the Board of Supervisors:

3. Approve the Agreement for Purchase and Sale of Real Property between the District and Green Gate Bridge, LLC and Desert Mission, LLC, and authorize the Chairman of the District's Board of Supervisors to execute the Agreement and Quitclaim Deeds on behalf of the District;
4. Authorize the General Manager-Chief Engineer or his designee to execute any other related documents, and administer all action necessary to complete this transaction; and
5. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days upon approval by the Board.

**BACKGROUND:**

**Summary**

On or about August 1, 2016, the District was contacted by Mr. Dmitry Margusov, who owns the adjacent property (APN 665-050-021) under the title of Green Gate Bridge, LLC and Desert Mission, LLC, to inquire if the District would be interested in selling APNs 665-050-027 and 665-050-030 to him to develop in conjunction with his site.

A Market Value Appraisal for the District to establish value for the fee title interest of APNs 665-050-027 and 665-050-030, also known as RCFC Parcel Nos 6090-12E and 6090-13. The Fee Simple Market Value Appraisal Value for these remnants was established to be \$8,000 and \$1,000, for a total market value of \$9,000 for both parcels.

The District was not required to send written offers to other public agencies, pursuant to California Government Code §54220 et. seq. because these remnants qualified as exempt surplus real property. Pursuant to California Water Code Appendix Sections 48-9 and 48-13, the District may dispose of real property of every kind within or outside the District boundaries necessary and convenient to the full exercise of its powers after adoption of a Resolution declaring that real property interest is no longer necessary to be retained for District use or purposes as noted in the previously adopted Resolution No. F2017-02.

The sale of these parcels will remove the cost of maintenance as well as eliminate liability for the District, and will place these parcels back onto the tax roll. The attached Agreement provides the terms and conditions for the sale to the adjacent property owner and the Quitclaim Deeds to effect each conveyance.

Pursuant to the California Environmental Quality Act (CEQA), the sale of each remnant parcel of the real property was reviewed and determined to be categorically exempt from CEQA pursuant to Article 19 of the State CEQA Guidelines §15312 – Surplus Government Property Sales. The proposed project is the sale of exempt surplus remnant parcels of real property that is no longer needed for the use by or purposes of the District, does not have significant values for wildlife

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

habitat or other environmental purposes, and the use of the property and adjacent property has not change since the time of acquisition by the District. The project also qualifies for the "General Rule Exemption" pursuant to Article 5 of the CEQA Guidelines §15061(b)(3) because it can be seen with certainty that there is no possibility that the proposed project may have a significant effect on the environment.

Resolution No. F2017-03, Agreement to Purchase and Sales of Real Property, and respective Quitclaim Deeds have been approved as to form by County Counsel.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$0	\$0	\$0	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> N/A			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	
			16/17	

**C.E.O. RECOMMENDATION:** Approve

**Impact on Residents and Businesses**

No fiscal impact on the residents and businesses in the immediate area for this is a conveyance of fee interest to adjacent property owners, and will only increase the private property ownership of a few.


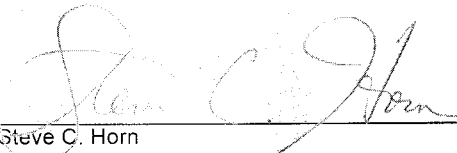
**ATTACHMENTS:**


1. Resolution No F2017-03
2. Agreement for the Purchase and Sale of Real Property (original plus 2 copies)
3. Quitclaim Deeds (2)
4. Regional Map of Subject Area
5. Exhibit "A" Legal Descriptions
6. Exhibit "B" Plat Maps
7. Notice of Exemption and Authorization to Bill

MT: 3384

P8\209378

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

  
Beth DeHayes 2/23/2017  Steve C. Horn 2/27/2017

  
Gregory L. Priamos, Director County Counsel 1/27/2017

**BOARD OF SUPERVISORS****RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT****RESOLUTION NO. F2017-03**

AUTHORIZATION TO SELL PORTIONS OF DISTRICT OWNED  
FEE INTERESTS IN REAL PROPERTY LOCATED IN  
THE CITY OF DESERT HOT SPRINGS,  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
BY QUITCLAIM DEEDS TO ADJACENT PROPERTY OWNER  
MISSION CREEK CHANNEL, PROJECT 6-0-00090

WHEREAS, the Riverside County Flood Control and Water Conservation District (District) is the owner of certain real property known as RCFC Parcel Nos. 6090-12E and 6090-13, also known as APNs 665-050-027 and 665-050-030. These parcels consisting of approximately 0.09 acre (3,920± sq. ft.) and 0.01 acre (436± sq. ft.) of land (the "Property") are legally described in Exhibit "A" and shown on Exhibit "B", attached hereto and made a part hereof; and

WHEREAS, on January 17, 2017, the District's Board of Supervisors (Board) adopted Resolution No. F2017-02 declaring the Property Exempt Surplus Real Property that is no longer needed, nor will be needed in the future, for the District's use and purposes; and

WHEREAS, the District was not required to send written offers to other public agencies, pursuant to the Surplus Lands Act (California Govt. Code §54220 et. seq.) because the remnant parcels were of size and nature that each parcel qualified as surplus land, exempt from the requirement to send notices to public agencies of the District's intention to sell and offer to sell; and

WHEREAS, pursuant to Water Code Appendix Sections 48-9 and 48-13, the Board of Supervisors for the District is authorized dispose of real property that is no longer necessary to be retained for the use and purposes of the District, as noted in the previously adopted Resolution No. F2017-02; and

WHEREAS, the District finds that the sale of these Exempt Surplus Properties are in the best interest of the District, for the sale of each parcel by the District will terminate liability and maintenance responsibilities for the District; and

WHEREAS, the District has reviewed and determined the sale of the Property as categorically exempt from the California Environmental Quality Act ("CEQA"), pursuant to CEQA Guidelines Article 19, Section 15312 and Article 5, Section 15061(b)(3) because the

FORM APPROVED COUNTY COUNSEL  
BY: *Synthia M. Gunzel* 1-25-17  
DATE  
SYNTHIA M. GUNZEL

1 proposed project is the sale of surplus real property involving the transfer of fee title to the real  
2 property, that is no longer needed for use by or purposes of the District, does not have significant  
3 values for wildlife habitat or other environmental purposes, the use of the property and adjacent  
4 property has not changed since the time of acquisition by the District, and the project will clearly  
5 not impact the environment; and

6 WHEREAS, District desires to sell the Property to adjacent property owners  
7 ("BUYERS") and the BUYERS now desire to purchase the Property adjacent to their respective  
8 real property from the District and enter into that certain Agreement to Purchase and Sale of Real  
9 Property between the District and the BUYERS, respectively ("Agreement"), whereby the  
10 Agreement provides for all the terms and conditions of this sale.

11 NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by vote of  
12 the Board of Supervisors of the District, in regular session assembled on February 7, 2017, in the  
13 meeting room of the Board of Supervisors of the District located on the 1<sup>st</sup> Floor of the County  
14 Administrative Center, 4080 Lemon Street, Riverside, California, at 9:00 a.m. or soon thereafter.  
15 That this Board, based on the review of the proposed relinquishment and sales, the  
16 environmental impacts of the project have been sufficiently assessed and has determined that the  
17 project qualifies for a "Class 12 Categorical Exemption" pursuant to CEQA, State CEQA  
18 Guidelines Article 19, Section 15312 and Article 5, Section 15061(b)(3), because it can be seen  
19 with certainty that there is no possibility that the activity in question will have a significant effect  
20 on the environment because the District is merely relinquishing and transferring title to the fee  
21 interest in real property and does not effect a change in the environment.

22 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED by a vote of this  
23 Board that this Board authorizes the sale of the remnant parcels of real property located in the  
24 city of Desert Hot Spring, County of Riverside, State of California, described in Exhibits "A"  
25 and "B" to the adjacent property owner for the fair market value pursuant to the terms and  
26 conditions of the Agreement and to be conveyed by the Quitclaim Deeds.

27 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board  
28 approves the Agreement, and the Chairman of the Board of Supervisors of the District is given  
authority to execute the Agreement for the Purchase and Sale of Real Property and the Quitclaim  
Deeds.

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 these transactions.

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

4  
5  
6 ROLL CALL:

7 Ayes: Jeffries, Tavaglione, Washington and Ashley  
8 Nays: None  
9 Absent: None

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

12 KECIA HARPER-IHEM, Clerk of said Board

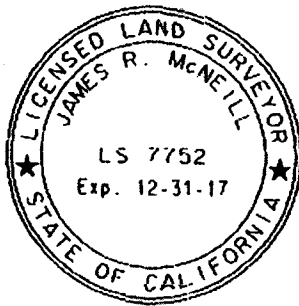
13 By  Deputy

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Exhibit "A"

**Mission Creek Channel  
Parcel 6090-13**

All of Parcel 6090-13 as shown on Record of Survey filed in Book 59, Pages 1 through 4, described in Instrument No. 1973-34110, recorded March 19, 1973, records of Riverside County, in the City of Desert Hot Springs, State of California.



  
JAMES R. MCNEILL

Land Surveyor No. 7752

Signed on Behalf of:

Riverside County Flood Control  
and Water Conservation District

Date: 10-4-16



Exhibit "A"

**Mission Creek Channel  
Parcel 6090-12E**

Being a portion of Parcel 56 as shown on Record of Survey filed in Book 21, Page 55, records of Riverside County, lying within Section 1, Township 3 South, Range 4 East, San Bernardino Meridian, in the City of Desert Hot Springs, State of California, more particularly described as follows:

All that portion of said Parcel lying northerly of the land described in Quitclaim Deed recorded December 13, 1973, Instrument No. 1973-160691, records of said County.



  
JAMES R. MCNEILL

Land Surveyor No. 7752  
Signed on Behalf of:  
Riverside County Flood Control  
and Water Conservation District

Date: 10-4-16

# Exhibit "B"

BEING A PORTION OF PARCEL 56 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 21 PAGE 55, RECORDS OF RIVERSIDE COUNTY, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF DESERT HOT SPRINGS, STATE OF CALIFORNIA.



CURVE DATA				
○	△ =	R =	T =	L =
1	26° 08' 27"	530.00'	123.05'	241.81'

35 36

2 1

R.S. 21 / 55  
PARCEL 43

PARCEL  
6090-12E

2341.45' 65.58' N89° 09' 55"E 329.92' 234.34'

2675.91'

30.00'

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PARCEL  
6090-12C

INSTR. No. 1973-160691  
REC. DEC 13, 1973  
OFFICIAL RECORDS  
COUNTY OF RIVERSIDE

R.S. 21 / 55  
PARCEL 56

300.03' N89° 08' 30"E 330.03'

54.22'

334.32'

280.10'

N00° 02' 20"E

334.32'

280.10'

N00° 02' 20"E

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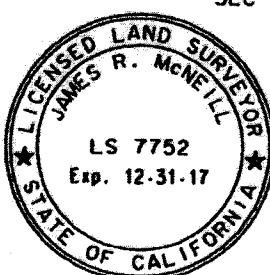
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W 1/4 COR  
SEC 1

*[Signature]*

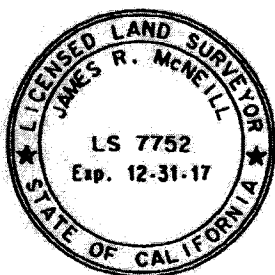
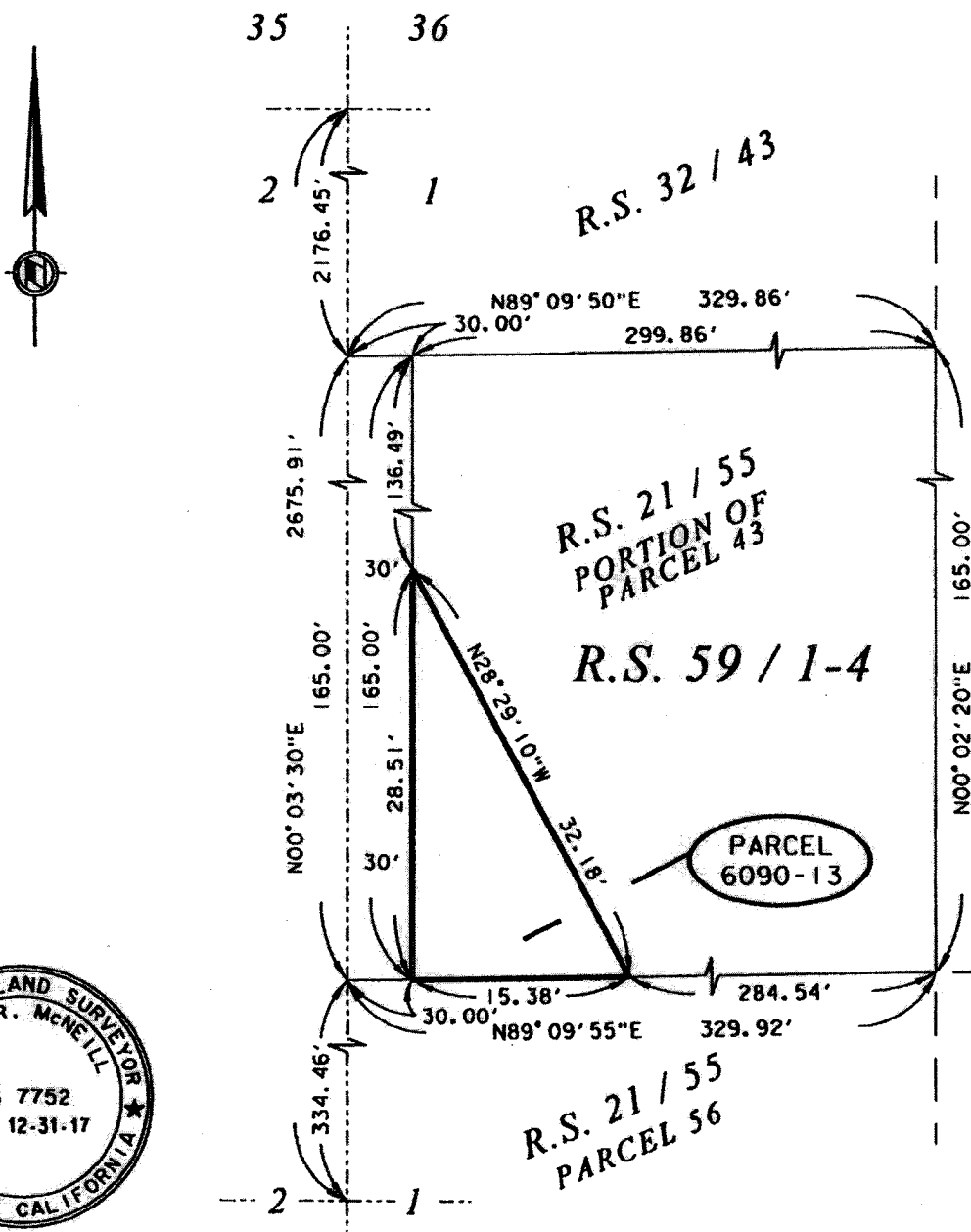
DATE: 10-4-16

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

PROJECT NAME: MISSION CREEK CHANNEL		SCALE: NO SCALE		PREPARED BY: LAH	
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.		RCFC PARCEL NUMBER(S): PARCEL 6090-12E		SHEET NO. 1 OF 1	
		OCT-03-2016			

# Exhibit "B"

ALL OF PARCEL 6090-13 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 59, PAGES 1 THROUGH 4, DESCRIBED IN INSTRUMENT NO. 1973-34110, RECORDED MARCH 19, 1973, RECORDS OF RIVERSIDE COUNTY, IN THE CITY OF DESERT HOT SPRINGS, STATE OF CALIFORNIA.



*[Signature]*

DATE: 10-4-16

## RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:

MISSION CREEK CHANNEL

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

RCFC PARCEL NUMBER(S)

PARCEL 6090-13

SCALE:

NO SCALE

OCT-03-2016

PREPARED BY:

LAH

SHEET NO.

1 OF 1

Mission Creek Channel  
 Project No. 6-0-00090  
 APNs 665-050-027 and 665-050-030  
 RCFC Parcel Nos. 6090-12E and 6090-13

## AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY, ("Agreement"), is entered into this 7th day of March, 2016 by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, (hereinafter called "DISTRICT" or "SELLER") and GREEN GATE BRIDGE, LLC, a Delaware Limited Liability Company, as to an undivided half interest and DESERT MISSION, LLC, a California Limited Liability Company, as to an undivided half interest (hereinafter called "BUYER") sometimes referred to as "Parties", for acquisition by BUYER of certain real property hereinafter set forth.

### RECITALS

- A. SELLER is the owner of certain fee simple interests in real properties located within the City of Desert Hot Springs, County of Riverside, State of California, with Assessor's Parcel Nos. 665-050-027 and 665-050-030 (Seller Properties), whereby portions of Seller Properties consisting of approximately 0.09 acre (3,920± sq. ft.) and 0.01 acre (436± sq. ft.) of lands, are no longer needed for the DISTRICT'S purposes for the Mission Creek Channel; said portions are also identified as RCFC Parcel Nos. 6090-12E and 6090-13 (Properties).
- B. SELLER desires to sell and BUYER desires to purchase the fee interest in Seller Properties as specifically described herein and pursuant to the terms and conditions herein this Agreement.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

AGREEMENT TO CONVEY. 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 fee interests in certain real properties, located in the City of Desert Hot Springs, Riverside County, State of California, identified as RCFC Parcel No. 6090-12E, being approximately a 0.09 acre (3,920± sq. ft.) and RCFC Parcel No. 6090-13, being approximately 0.01 acre (436± sq. ft.), portions of lands are within Riverside County Assessor's Parcel Nos. 665-050-027 and 665-050-030. Seller Properties are legally described in Exhibit "A" and pictorially depicted on Plat Maps identified as Exhibit "B", attached hereto and by this reference incorporated herein.

**SEE EXHIBITS "A" AND "B" ATTACHED HERETO  
 AND BY THIS REFERENCE MADE A PART HEREOF**

- PURCHASE PRICE. The total purchase price to be paid by BUYER is Nine Thousand Dollars (\$9,000.00) which is specifically agreed by the Parties to be the full amount of compensation due and owing to the SELLER for the real properties fee interests by said

MAR 07 2017 11.2

ORIGINAL

Quitclaim Deeds in favor of the BUYER. BUYER shall tender payment, within thirty (30) days from the approval by the Board of Supervisors of the District, of the entire purchase price to the SELLER.

2. PROPERTIES SOLD IN "AS-IS" CONDITIONS. BUYER acknowledges that the Properties are sold in "as-is" conditions, as of the date of this Agreement, without warranty, and that SELLER is not responsible for making corrections or repairs of any nature. BUYER further acknowledges that SELLER has made no representations or warranties regarding the Properties.
3. NECESSARY INSTRUMENTS. Upon the approval by the Board of Supervisors of the District, SELLER will execute Quitclaim Deeds. SELLER shall cause recordation of the Quitclaim Deeds once BUYER has submitted payment of the Purchase Price and SELLER has verified receipt thereof. BUYER and SELLER shall provide any additional instruments as may be necessary to complete these transactions. BUYER and SELLER hereby agree to cooperate with the execution of all documents necessary to complete the transfers of the properties.
4. PERMISSION TO ENTER ON PROPERTIES. SELLER hereby grants to BUYER, or its authorized agents, permission to enter upon the Properties to be conveyed to them at all reasonable times prior to close of this transaction for the purpose of making necessary or appropriate inspections. BUYER shall provide advance notice to SELLER prior to such entry.
5. POSSESSION OF PROPERTIES. The right of possession and use of the Properties by BUYER, including the right to use, remove and dispose of improvements, shall commence upon the consummation of this transaction.
6. WARRANTIES AND REPRESENTATIONS. The Parties make the following representations and warranties and that all such representations and warranties are to be true and correct as the consummation of this transaction:
  - A. The SELLER and BUYER have each taken the respective required actions to permit the execution, delivery, and performance of obligations under this Agreement.
  - B. The SELLER and BUYER each respectively have the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder are, or at the Closing Date or consummation of the transaction will be a legal, valid, and binding obligation respectively of each party and can consummate the transaction contemplated herein.
7. DISTRICT REPRESENTATIVE. The General Manager-Chief Engineer, or his designee, serves as the representative on behalf of SELLER 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.

- 1 8. NOTICES. All notices and demands shall be given in writing by certified mail, postage  
 2 prepaid, and return receipt requested, or by personal delivery. Notices shall be  
 3 considered given upon the earlier of (a) personal delivery, (b) two (2) business days  
 4 following deposit in the United States mail, postage prepaid, certified or registered,  
 5 return receipt requested, or (c) one (1) business day following deposit with an overnight  
 6 carrier service. 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:

7 SELLER: Riverside County Flood Control  
 8 and Water Conservation District  
 9 1995 Market Street  
 10 Riverside, CA 92501  
 Attn: Ruben Duran  
 Supervising Real Property Agent

11 BUYER: Green Gate Bridge, LLC and  
 12 Desert Mission, LLC  
 13 17973 Medley Drive  
 Encino, CA 91316

14 COPY TO: Riverside County Counsel  
 15 3960 Orange Street, Suite 500  
 16 Riverside, CA 92501-3674  
 17 Attn: Synthia M. Gunzel  
 Deputy County Counsel

18 9. MISCELLANEOUS.

- 19 A. Default. In the event of a material breach or material default under this Agreement  
 20 by either the BUYER or SELLER, the non-defaulting party shall have, in addition  
 21 to all rights available at law or equity, the right to terminate this Agreement by  
 22 delivering written notice thereof to the defaulting party, and if BUYER is the non-  
 23 defaulting party, the BUYER shall thereupon promptly receive a refund of all prior  
 24 deposits, if any.
- 25 B. Further Instructions. Each party agrees to execute such other and further  
 26 instructions as may be necessary or proper in order to consummate the transaction  
 27 contemplated by this Agreement.
- 28 D. Amendments. Any amendments to this Agreement shall be effective only in  
 writing and when duly executed by both the BUYER and SELLER.
- 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.
- 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. ASSIGNMENT. BUYER may assign its rights under this Agreement or may designate a nominee to acquire the Properties, provided, however, that any such assignment or designation shall not relieve BUYER of any of its obligations under this Agreement.

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



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year set forth hereinabove.

**(SELLER)**

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT,**  
A special district

By: 

JASON E. UHLEY  
General Manager-Chief Engineer

By: 

MARION V. ASHLEY, Chairman  
Riverside County Flood Control  
and Water Conservation District  
Board of Supervisors

APPROVED AS TO FORM:

GREGORY PRIAMOS  
County Counsel

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board

By: 

SYNTHIA M. GUNZEL  
Deputy County Counsel

By: 

Deputy

(Seal)

Date: 1-6-17

Mission Creek Channel  
Project No. 6-0-00090  
APN 665-050-027 and 665-050-030  
RCFC Parcel Nos. 6090-12E and 6090-13

1 (BUYER)

2 **GREEN GATE BRIDGE, LLC**

3 A Delaware Limited Liability Company  
4 as to an undivided half interest

5 By: 

6 Date: 11/8/16

9  
10 (BUYER)

11 **DESERT MISSION, LLC**

12 A California Limited Liability Company  
13 as to an undivided half interest

14 By: 

15 Date: 11/8/16

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23 Mission Creek Channel  
24 Project No. 6-0-00090  
25 APN 665-050-027 and 665-050-030  
26 RCFC Parcel Nos. 6090-12E and 6090-13

27 11/03/2016  
28 PVV:rlp

Exhibit "A"

**Mission Creek Channel  
Parcel 6090-12E**

Being a portion of Parcel 56 as shown on Record of Survey filed in Book 21, Page 55, records of Riverside County, lying within Section 1, Township 3 South, Range 4 East, San Bernardino Meridian, in the City of Desert Hot Springs, State of California, more particularly described as follows:

All that portion of said Parcel lying northerly of the land described in Quitclaim Deed recorded December 13, 1973, Instrument No. 1973-160691, records of said County.



  
JAMES R. McNEILL

Land Surveyor No. 7752

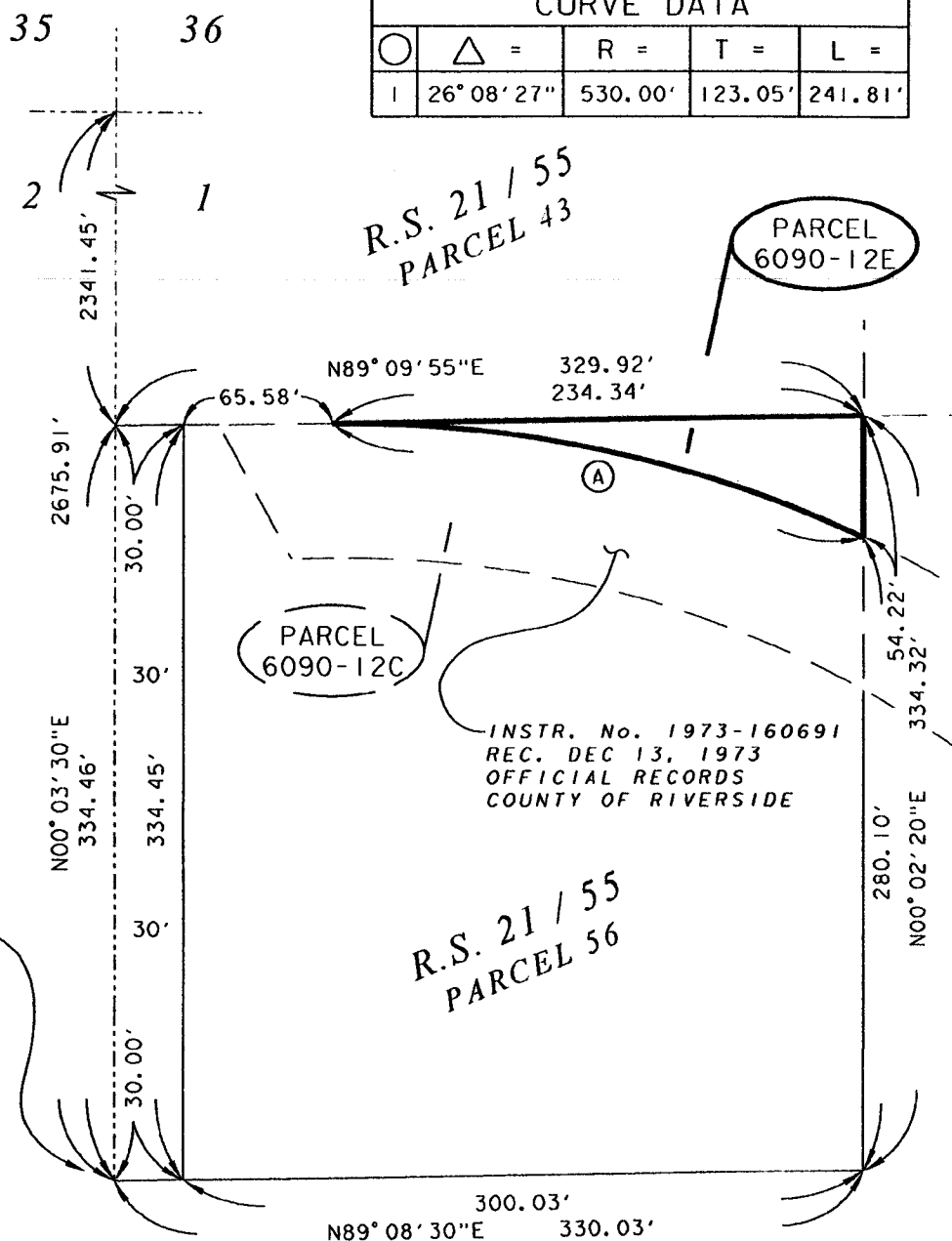
Signed on Behalf of:

Riverside County Flood Control  
and Water Conservation District

Date: 10-4-16

BEING A PORTION OF PARCEL 56 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 21 PAGE 55,  
RECORDS OF RIVERSIDE COUNTY, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 4 EAST,  
SAN BERNARDINO MERIDIAN, IN THE CITY OF DESERT HOT SPRINGS, STATE OF CALIFORNIA.

CURVE DATA				
○	△ =	R =	T =	L =
1	26° 08' 27"	530.00'	123.05'	241.81



DATE: 10-4-16

1995 MARKET ST. RIVERSIDE, CA. 92501

**PROJECT NAME:**

MISSION CREEK CHANNEL

THIS PLAT IS SOLELY AN AID IN LOCATING  
THE PARCEL(S) DESCRIBED IN THE  
ATTACHED DOCUMENT. IT IS NOT A PART  
OF THE WRITTEN DESCRIPTION THEREIN.

RCFC PARCEL NUMBER(S):

PARCEL 6090-12E

**SCALE:**

NO SCALE

OCT-03-2016

PREPARED BY:

LAH

SHEET NO.	
-----------	--

1 OF 1

Exhibit "A"

**Mission Creek Channel  
Parcel 6090-13**

All of Parcel 6090-13 as shown on Record of Survey filed in Book 59, Pages 1 through 4, described in Instrument No. 1973-34110, recorded March 19, 1973, records of Riverside County, in the City of Desert Hot Springs, State of California.



  
JAMES R. McNEILL

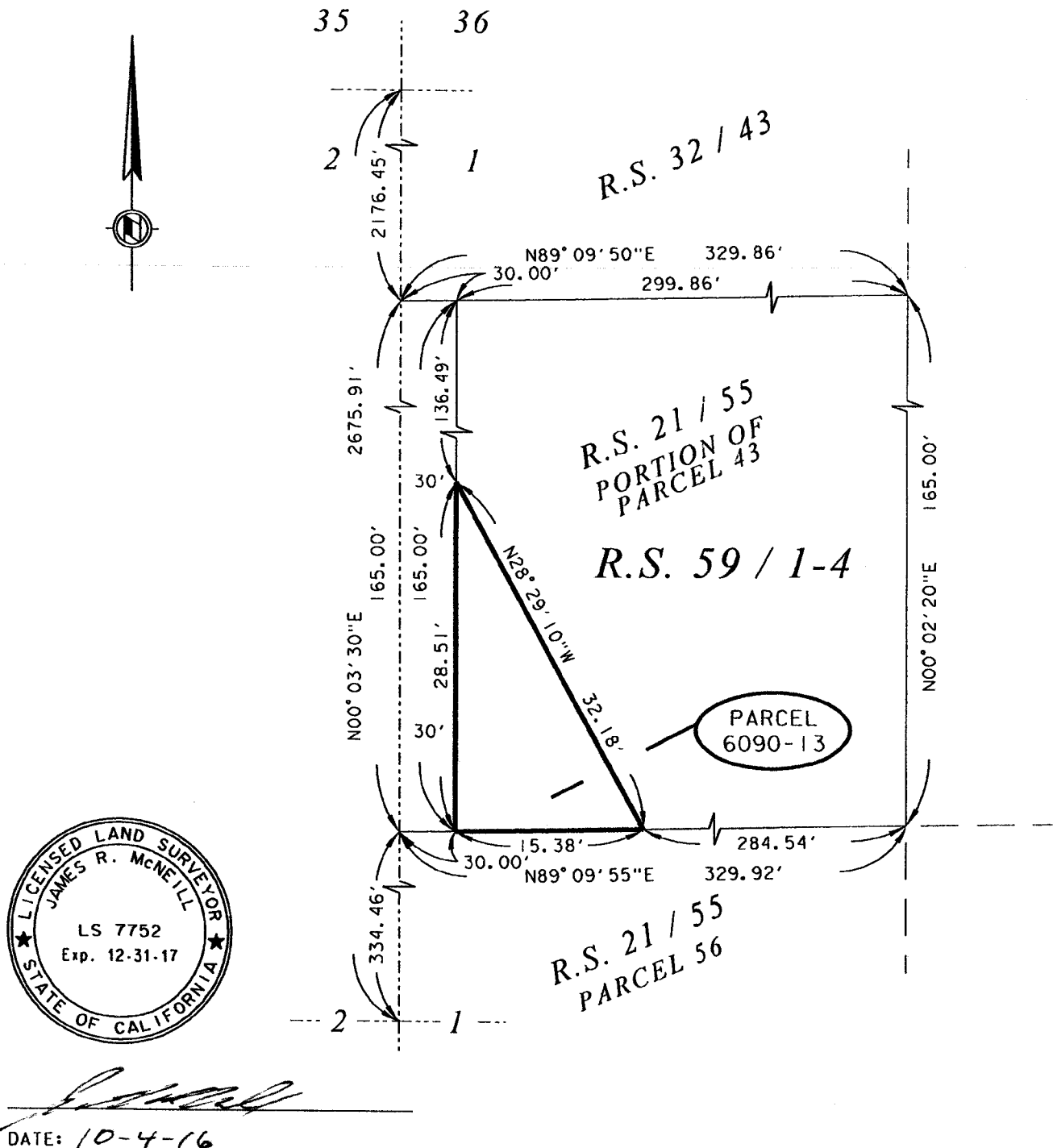
Land Surveyor No. 7752

Signed on Behalf of:

Riverside County Flood Control  
and Water Conservation District

Date: 10-4-16

ALL OF PARCEL 6090-13 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 59, PAGES 1 THROUGH 4,  
DESCRIBED IN INSTRUMENT NO. 1973-34110, RECORDED MARCH 19, 1973, RECORDS OF RIVERSIDE  
COUNTY, IN THE CITY OF DESERT HOT SPRINGS, STATE OF CALIFORNIA.



DATE: 10-4-16

1995 MARKET ST. RIVERSIDE, CA. 92501

**PROJECT NAME:**

MISSION CREEK CHANNEL

THIS PLAT IS SOLELY AN AID IN LOCATING  
THE PARCEL(S) DESCRIBED IN THE  
ATTACHED DOCUMENT. IT IS NOT A PART  
OF THE WRITTEN DESCRIPTION THEREIN.

RCFC PARCEL NUMBER(S):

PARCEL 6090-13

SCALE:

NO SCALE

OCT-03-2016

**PREPARED BY:**

LAH

SHEET NO.

OF

**NOTICE OF EXEMPTION**

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

**From:** Riverside County Flood Control District  
1995 Market Street  
Riverside, CA 92501  
Contact: Kris Flanigan  
Phone: 951.955.1200

Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

3/15/17 Date Initial KB

**Project Title:** Mission Creek Channel Sale of Surplus Land

**Project Location - City:** Desert Hot Springs

**Project Location - County:** Riverside

The project is located at the intersection of Little Morongo Road and 15<sup>th</sup> Avenue in the city of Desert Hot Springs, Riverside County, California. The project is sited near the Riverside County Flood Control and Water Conservation District's (District) Mission Creek flood control facility. The project is within Assessor's Parcel Numbers (APN) 665-050-027 (3,920± sq. ft.) and 665-050-030 (436± sq. ft.). The project is within Township 3 South, Range 4 East, Section 1 of the Desert Hot Springs 7.5 Minute U.S. Geological Survey Topographic Quadrangle. The subject parcels are located at 33°56'21.2514"N, 116°31'30.8156"W (lat./long.).

**Project Description:**

The District owns certain fee interest in real property related to the Mission Creek flood control facility. The District proposes to sell approximately 0.1 acre of fee title to the adjacent land owner. The property interest is no longer needed nor will it be needed in the future for the District's use and purposes. Therefore, pursuant to California Water Code Appendix Section 48-9, Subsection 5 and Chapter 48-13, the District may dispose of real property when interest is no longer necessary to be retained for District use or purposes.

**Public Agency Approving Project:** Riverside County Flood Control and Water Conservation District

**Public Agency Carrying Out Project:** Riverside County Flood Control and Water Conservation District

**Exempt Status:** Categorical Exemption Pursuant to State CEQA Guidelines §§15312 and 15061(b)(3)

**Reasons Why Project is Exempt:** The project qualifies for the following CEQA exemptions:

*Section 15312:* Class 12 Categorical Exemption, "Surplus Government Property Sales", consists of sales of surplus government property except for parcels of land located in an area of statewide, regional or area-wide concern identified in Section 15206(b)(4). The Lead Agency (District) has determined that the proposed project is not of statewide, regional or area-wide significance.

*Section 15061(b)(3):* The project qualifies for the "General Rule" or "Common Sense Exemption" because it can be seen with certainty that there is no possibility that the proposed project may have a significant effect on the environment. The District is merely selling surplus land to an adjacent land owner.

The project does not substantially affect a change in the environment. The project will not result in any specific or general exceptions to the validity of the categorical exemptions as detailed under State CEQA Guidelines Section 15300.2. The project will not cause any impacts to scenic resources, historic resources or unique sensitive environments. Furthermore, no unusual circumstances or potential cumulative impacts would reasonably occur that may create an environmental impact.

Based upon the exemptions identified above, the District hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

**Lead Agency:**

JASON E. UHLEY  
General Manager/Chief Engineer  
Riverside County Flood Control  
and Water Conservation District

**Date:** 1/18/17

JMV:rlp

MAR 07 2017

11.2

# RIVERSIDE COUNTY CLERK-RECORDER

## AUTHORIZATION TO BILL

### TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 12/15/2016 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

ACCOUNT: 526410 ✓ FUND: 25160 ✓

DEPT ID: 947500 ✓ PROGRAM: \_\_\_\_\_

AMOUNT: \$50.00 ✓

REF: Notice of Exemption Mission Creek Channel Sale of Surplus Land 226-44101-8-6-00090-00-28

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

NUMBER OF DOCUMENTS INCLUDED:

1

AUTHORIZED BY: Michael Reyes *MR*

PRESENTED BY: Kris Flanigan EXT 58581

CONTACT: Michael Reyes

### TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

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



## CDFW/County Fee

### COUNTY CLERK FEE SCHEDULE, continued...

#### Surety Fees

Power of Attorney for Admitted Surety Insurer, One name.....	\$27.00
Power of Attorney for Admitted Surety Insurer, Each additional name.....	27.00
Financial Statement - Admitted Surety Insurer.....	3.50
Revocation of Power of Attorney.....	27.00

#### County Clerk's Copy and Certification Fees

Certifying a copy of any filed paper.....	1.75
Photocopy or System Page Copy, First Page.....	1.00
Photocopy or System Page Copy, Each Additional Page.....	0.10
Certificate of Proof of Authority of Surety to Act.....	3.50
Certification of Notary Signature, One Name.....	15.00
Certification of Notary Signature (additional requests, same notary).....	2.25
Certification of Translation.....	10.00
Requests via the Public Records Act, First Page.....	1.00
Requests via the Public Records Act, Each Additional Page.....	0.10

#### Filing Fees

Administration of Oath for Humane Officer.....	5.00
Fish & Game documentary handling fee.....	50.00
All papers for which a fee is not elsewhere provided.....	2.25
Environmental Impact Report.....	3,069.75
Negative Declaration.....	2,210.00
FBN Daily Report.....	100/month

#### Other Fees

Bank Returned Item Fee.....	32.00
-----------------------------	-------

#### NOTE:

No documents will be returned unless a stamped, self-addressed envelope is included.

**DISCLAIMER:** The information contained herein was valid at the time of publication. The Assessor-County Clerk-Recorder reserves the right to modify, change or make improvements at any time, without notice, and assumes no liability for damages incurred directly or indirectly as a result of errors, omissions or discrepancies.

208308

Recorded at request of and return to:  
Green Gate Bridge, LLC  
Desert Mission, LLC  
17973 Medley Drive  
Encino, CA 91316

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project: Mission Creek Channel  
Project No. 6-0-00090

The undersigned grantor(s) declare(s)  
DOCUMENTARY TRANSFER TAX \$ \_\_\_\_\_

RCFC Parcel No. 6090-12E

## QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, does hereby remise, release, and forever quitclaim to GREEN GATE BRIDGE, LLC, a Delaware Limited Liability Company, as to an undivided half interest and DESERT MISSION, LLC, a California Limited Liability Company, as to an undivided half interest in the fee interest in the real property in the city of Desert Hot Springs, County of Riverside, State of California as described in Exhibit "A" and shown in Exhibit "B", attached hereto and made a part hereof.

Assessor Parcel Number: 665-050-027

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT:

Date MARCH 7 2017

By: Marion Ashley  
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

ATTESTS:

KECIA HARPER-IHEM  
Clerk of the Board of Supervisors

By: Kecia Harper-Ihem  
Deputy

MAR 07 2017 11.2

Attached to Quitclaim Deed

Project: Mission Creek Channel  
Project No. 6-0-00090  
APN 665-050-027  
RCFC Parcel No. 6090-12E

STATE OF CALIFORNIA )

)ss

COUNTY OF RIVERSIDE )

On March 7, 2017, before me, Karen Barton, Board Assistant, personally appeared **Marion Ashley**, Chairman of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District, State of California, who provided 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 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; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal

KECIA HARPER-IHEM  
Clerk of the Board of Supervisors

By: Karen Barton  
Deputy

(Seal)

Exhibit "A"

**Mission Creek Channel  
Parcel 6090-12E**

Being a portion of Parcel 56 as shown on Record of Survey filed in Book 21, Page 55, records of Riverside County, lying within Section 1, Township 3 South, Range 4 East, San Bernardino Meridian, in the City of Desert Hot Springs, State of California, more particularly described as follows:

All that portion of said Parcel lying northerly of the land described in Quitclaim Deed recorded December 13, 1973, Instrument No. 1973-160691, records of said County.



  
JAMES R. McNEILL

Land Surveyor No. 7752

Signed on Behalf of:

Riverside County Flood Control  
and Water Conservation District

Date: 10-4-16

# Exhibit "B"

BEING A PORTION OF PARCEL 56 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 21 PAGE 55,  
RECORDS OF RIVERSIDE COUNTY, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 4 EAST,  
SAN BERNARDINO MERIDIAN, IN THE CITY OF DESERT HOT SPRINGS, STATE OF CALIFORNIA.



CURVE DATA				
○	△ =	R =	T =	L =
1	26° 08' 27"	530.00'	123.05'	241.81'

35 36

2 1

R.S. 21 / 55  
PARCEL 43

PARCEL  
6090-12E

N89° 09' 55"E 329.92'  
234.34'

65.58'

2675.91'

30.00'

30'

30'

30'

30'

30'

30'

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30'

30'

30'

PARCEL  
6090-12C

INSTR. No. 1973-160691  
REC. DEC 13, 1973  
OFFICIAL RECORDS  
COUNTY OF RIVERSIDE

R.S. 21 / 55  
PARCEL 56

54.22'

334.32'

280.10'

N00° 02' 20"E

330.03'

300.03'

N89° 08' 30"E

330.03'

300.03'

N89° 08' 30"E

330.03'

300.03'

N89° 08' 30"E

330.03'

300.03'

N89° 08' 30"E

330.03'

300.03'

N89° 08' 30"E

330.03'

300.03'

N89° 08' 30"E

330.03'

300.03'

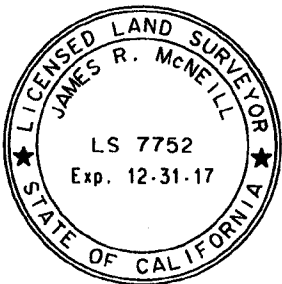
N89° 08' 30"E

330.03'

300.03'

N89° 08' 30"E

W 1/4 COR  
SEC 1



*[Signature]*

DATE: 10-4-16

## RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:

MISSION CREEK CHANNEL

THIS PLAT IS SOLELY AN AID IN LOCATING  
THE PARCEL(S) DESCRIBED IN THE  
ATTACHED DOCUMENT. IT IS NOT A PART  
OF THE WRITTEN DESCRIPTION THEREIN.

RCFC PARCEL NUMBER(S):

PARCEL 6090-12E

SCALE:

NO SCALE

OCT-03-2016

PREPARED BY:

LAH

SHEET NO.

1 OF 1

208308

Recorded at request of and return to:  
Green Gate Bridge, LLC  
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SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project: Mission Creek Channel  
Project No. 6-0-00090

The undersigned grantor(s) declare(s)  
DOCUMENTARY TRANSFER TAX \$ \_\_\_\_\_

RCFC Parcel No. 6090-13

## QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, does hereby remise, release, and forever quitclaim to GREEN GATE BRIDGE, LLC, a Delaware Limited Liability Company, as to an undivided half interest and DESERT MISSION, LLC, a California Limited Liability Company, as to an undivided half interest in the fee interest in the real property in the city of Desert Hot Springs, County of Riverside, State of California as described in Exhibit "A" and shown in Exhibit "B", attached hereto and made a part hereof.

Assessor Parcel Number: 665-050-030

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT:

Date MARCH 7, 2017

By: Marion Ashley  
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

ATTESTS:

KECIA HARPER-IHEM  
Clerk of the Board of Supervisors

By: Kecia Harper-Ihem  
Deputy

MAR 07 2017 11.2

Attached to Quitclaim Deed

Project: Mission Creek Channel  
Project No. 6-0-00090  
APN 665-050-030  
RCFC Parcel No. 6090-13

STATE OF CALIFORNIA )

)ss

COUNTY OF RIVERSIDE )

On March 7, 2017, before me, Karen Bartin, Board Assistant, personally appeared **Marion Ashley**, Chairman of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District, State of California, who provided 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 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; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal

KECIA HARPER-IHEM  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

Deputy

(Seal)

Exhibit "A"

**Mission Creek Channel  
Parcel 6090-13**

All of Parcel 6090-13 as shown on Record of Survey filed in Book 59, Pages 1 through 4, described in Instrument No. 1973-34110, recorded March 19, 1973, records of Riverside County, in the City of Desert Hot Springs, State of California.



  
JAMES R. McNEILL

Land Surveyor No. 7752

Signed on Behalf of:

Riverside County Flood Control  
and Water Conservation District

Date: 10-4-16



ALL OF PARCEL 6090-13 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 59, PAGES 1 THROUGH 4,  
DESCRIBED IN INSTRUMENT NO. 1973-34110, RECORDED MARCH 19, 1973, RECORDS OF RIVERSIDE  
COUNTY, IN THE CITY OF DESERT HOT SPRINGS, STATE OF CALIFORNIA.



**PROJECT NAME:**

MISSION CREEK CHANNEL

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OF THE WRITTEN DESCRIPTION THEREIN.

RCFC PARCEL NUMBER(S):

PARCEL 6090-13

**SCALE:**

NO SCALE

OCT-03-2016

PREPARED BY:

LAH

SHEET NO.

1 OF 1