

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



ITEM: 11.5
(ID # 18614)

MEETING DATE:
Tuesday, March 29, 2022

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Adoption of Resolution No. F2022-09, Authorization to Convey Real Property to Richard and Nancy Hopkins, Trustees of the Hopkins Family Trust, Dated March 5, 2021, by Quitclaim Deed, Located on Mont Blanc Drive in the Unincorporated Lake Hills Area, County of Riverside, State of California, Arizona Channel Project, Project No. 1-0-00170, CEQA Exempt, District 1. [\$0] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the authorization to convey property is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15312, Class 12 Surplus Government Property Sale exemption, and Section 15061(b)(3), the "Common Sense" exemption;
2. Adopt Resolution No. F2022-09, Authorization to Convey Real Property to Richard and Nancy Hopkins, Trustees of the Hopkins Family Trust, Dated March 5, 2021, by Quitclaim Deed, Located on Mont Blanc Drive in the Unincorporated Lake Hills Area, County of Riverside, State of California, Arizona Channel Project, Project No. 1-0-00170;

Continued on page 2

ACTION: 4/5 Vote Required, Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

3/16/2022

Aaron Gettis, Deputy County Counsel

3/18/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Jeffries 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: March 29, 2022
xc: Flood

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Approve the attached Agreement for Purchase and Sale of Real Property between the Riverside County Flood Control and Water Conservation District ("District") and Richard and Nancy Hopkins, Trustees of the Hopkins Family Trust, Dated March 5, 2021, and authorize the Chair of the District's Board of Supervisors ("Board") to execute the same on behalf of the District;
4. Authorize the current Chair of the District's Board to execute the Quitclaim Deed in favor of Richard and Nancy Hopkins, Trustees of the Hopkins Family Trust, Dated March 5, 2021; and Authorize the General Manager-Chief Engineer or his designee to execute any other related documents and administer all actions necessary to complete this transaction.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	N/A
			For Fiscal Year:	2021/2022

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On August 24, 2021, the Riverside County Board of Supervisors approved Resolution No. 2021-154, in which Riverside County's Transportation and Land Management summarily vacated Mont Blanc Drive, located in the unincorporated Lake Hills area, County of Riverside, State of California. Mont Blanc Drive separated the Riverside County Flood Control and Water Conservation District's ("District") property to the north, identified by Assessor's Parcel Number ("APN") 136-331-001, and Richard and Nancy Hopkins, Trustees of the Hopkins Family Trust, Dated March 5, 2021 ("Hopkins"), property to the south, identified by APN 136-331-002. Pursuant to California Civil Code Section 831, there is a rebuttable presumption that an owner of land bounded by a road or street is presumed to own to the center of the way. Upon the summary vacation of Mont Blanc Drive, District and Hopkins obtained ownership of their respective halves of Mont Blanc Drive.

On January 25, 2022, the District's Board adopted Resolution No. F2022-03, providing notice of intention to sell the District's interest in its portion of the vacated right of way ("Property") and declaring the Property as exempt surplus and no longer necessary for right of way uses and not required for public street or highway purposes. The District now desires to convey the Property and Hopkins desires to acquire the Property. Hopkins will pay a total purchase price of \$8,000 (Eight Thousand Dollars) to include the Property and all transaction costs.

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

Pursuant to the California Water Code Appendix Ch. 48, Section 9, the Board has the power to take by grant, purchase, gift, devise, or lease, or otherwise, to hold, use, enjoy, and to lease or dispose of real, personal, or mixed property of every kind within or without the District necessary or convenient to the full exercise of its powers, and to lease its property to public agencies, or to grant any interest therein to public agencies, which lease or grant does not interfere with the use of the property for the purposes of the District.

Pursuant to the California Water Code Appendix Ch. 48, Section 13, the Board may determine any real property held by the District is no longer necessary to be retained for the uses and purposes thereof and may thereafter sell or otherwise dispose of said Property or lease the same.

Resolution No. F2022-09, the Agreement for Purchase and Sale of Real Property, and the respective Quitclaim Deed have been approved as to form by County Counsel.

Environmental Findings

The authorization to convey the subject Property from the District to an adjacent property owner is exempt from CEQA pursuant to State CEQA Guidelines Section 15312 (Surplus Government Property Sales), which exempts sales of surplus government property except for parcels of land located in an area of statewide, regional or areawide concern as identified in Section 15206(b)(4). The Property is not located in an area of statewide, regional or areawide concern, therefore, the conveyance is consistent with the provisions outlined in Section 15312 of the State CEQA Guidelines. The authorization is additionally exempt from CEQA under Section 15061(b)(3) (Common Sense Exemption), which provides, "The activity is covered by the common-sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." The District is merely relinquishing rights and transferring the fee interest in real property. It can be seen with certainty that the conveyance of property will not have a significant effect on the environment and, therefore, is exempt from CEQA.

Impact on Residents and Businesses

No impact.

Additional Fiscal Information

None.

ATTACHMENTS:

1. Resolution No. F2022-09
2. Agreement For Purchase and Sale of Real Property
3. Quitclaim Deed
4. Vicinity Map

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

MCR:rlp:amh
P8/242687



Jason Farin, Principal Management Analyst 3/21/2022

BOARD OF SUPERVISORS

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

RESOLUTION NO. F2022-09

AUTHORIZATION TO CONVEY REAL PROPERTY TO RICHARD AND NANCY HOPKINS, TRUSTEES OF THE HOPKINS FAMILY TRUST, DATED MARCH 5, 2021, BY QUITCLAIM DEED, LOCATED ON MONT BLANC DRIVE IN THE UNINCORPORATED LAKE HILLS AREA, COUNTY OF RIVERSIDE, CALIFORNIA, ARIZONA CHANNEL, PROJECT NO. 1-0-00170

WHEREAS, on August 24, 2021, the Riverside County Board of Supervisors approved the summary vacation of Mont Blanc Drive, which separated the Riverside County Flood Control and Water Conservation District's ("District") property to the north, identified by Assessor's Parcel Number ("APN") 136-331-001, and Richard and Nancy Hopkins, Trustees of the Hopkins Family Trust, Dated March 5, 2021 ("Hopkins"), property to the south, identified by APN 136-331-002; and

WHEREAS, pursuant to California Civil Code Section 831, there is a rebuttable presumption that an owner of land bounded by a road or street is presumed to own to the center of the way, such that upon the summary vacation of Mont Blanc Drive, the District and Hopkins obtained ownership of their respective halves of Mont Blanc Drive; and

WHEREAS, the District's portion consists of the northerly half from center line of Lots C and G, 5,758 square feet of land, and is legally described in Exhibit "A" and depicted in Exhibit "B", attached hereto and made a part hereof ("Property"); and

WHEREAS, on January 25, 2022, the District's Board of Supervisors ("Board") adopted Resolution No. F2022-03 declaring the Property as exempt surplus land, no longer necessary for right of way, and not required for public street or highway purposes; and

FORM APPROVED COUNTY COUNSEL
BY [Signature] 3/18/22 DATE
RYAN D. YABKO

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WHEREAS, the District declared the Property to be exempt surplus land under the California Surplus Land Act and may proceed with the conveyance of the Property without providing prior written offers or notices of availability to other public agencies or housing sponsors (the "Act", Government Code Section 54220, et seq.); and

WHEREAS, the District desires to convey and the Hopkins desire to acquire the Property; and

WHEREAS, the Hopkins will pay a total purchase price of \$8,000 (Eight Thousand Dollars) to include the Property and all transaction costs; and

WHEREAS, pursuant to the California Water Code Appendix, Chapter 48-13, Section 9, the District may dispose of any interest in real property within or outside of District boundaries necessary and convenient to the full exercise of its powers after adoption of a resolution declaring that a real property interest is no longer necessary to be retained for District use or purposes; and

WHEREAS, the District finds that the sale of the fee interest of Property is in the best interest of the District because the sale of fee interest by the District will terminate ownership liability; and

WHEREAS, the District has reviewed and determined the conveyance of the Property is exempt from the California Environmental Quality Act ("CEQA") pursuant to Sections 15312 and 15061(b)(3) of the CEQA Guidelines as it can be seen with certainty that there is no possibility that the activity in question will have significant effect on the environment because the District is merely relinquishing and transferring the fee interest in real property.

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NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by vote of the Board in regular session assembled on March 29, 2022, in the meeting room of the Board located on the 1st Floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, at 9:30 a.m. or soon thereafter, the Board finds that the environmental impacts of the conveyance have been sufficiently assessed. The Property is exempt from CEQA pursuant to Sections 15312 and 15061(b)(3) of the CEQA Guidelines as it can be seen with certainty that there is no possibility that the activity in question will have significant effect on the environment because the District is merely relinquishing and transferring the fee interest in real property.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED by a vote of this Board that this Board finds that the proposed fee interest conveyance would not unreasonably interfere with the use of the Property for the District's purposes.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED by a vote of this Board that this Board authorizes the conveyance of the Property, as more particularly described in Exhibit "A" and "B", to Richard and Nancy Hopkins, Trustees of the Hopkins Family Trust, Dated March 5, 2021, pursuant to the terms and conditions of the Agreement for Purchase and Sale of Real Property ("Agreement") by Quitclaim Deed.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board approves the Agreement and authorizes the Chair of the District's Board to execute the Agreement and Quitclaim Deed, attached hereto as Exhibit "C", on behalf of the District.

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 this transaction.

1 **BOARD OF SUPERVISORS**

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

2
3 **RESOLUTION NO. F2022-09**

4 **AUTHORIZATION TO CONVEY REAL PROPERTY TO RICHARD AND NANCY HOPKINS,**
5 **TRUSTEES OF THE HOPKINS FAMILY TRUST, DATED MARCH 5, 2021, BY QUITCLAIM**
6 **DEED, LOCATED ON MONT BLANC DRIVE IN THE UNINCORPRATED LAKE HILLS AREA,**
7 **COUNTY OF RIVERSIDE, CALIFORNIA, ARIZONA CHANNEL, PROJECT NO 1-0-00170**

8 ADOPTED by Riverside County Board of Supervisors on March 29, 2022

9 **ROLL CALL:**

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

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

15 KECIA R. HARPER, Clerk of said Board

16 By:  _____

17 Deputy

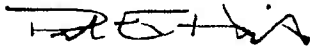
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**EXHIBIT "A"
VACATION
LEGAL DESCRIPTION**

ALL OF LOT "C" (MONT BLANC DRIVE) AND ALL OF LOT "G" (1.00 FOOT BARRIER STRIP) OF TRACT NUMBER 23327 ON FILE IN BOOK 219, PAGES 64 THROUGH 68, INCLUSIVE, OF MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 25, TOWNSHIP 3 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION:



PAUL E. HILLMER P.L.S. 9017

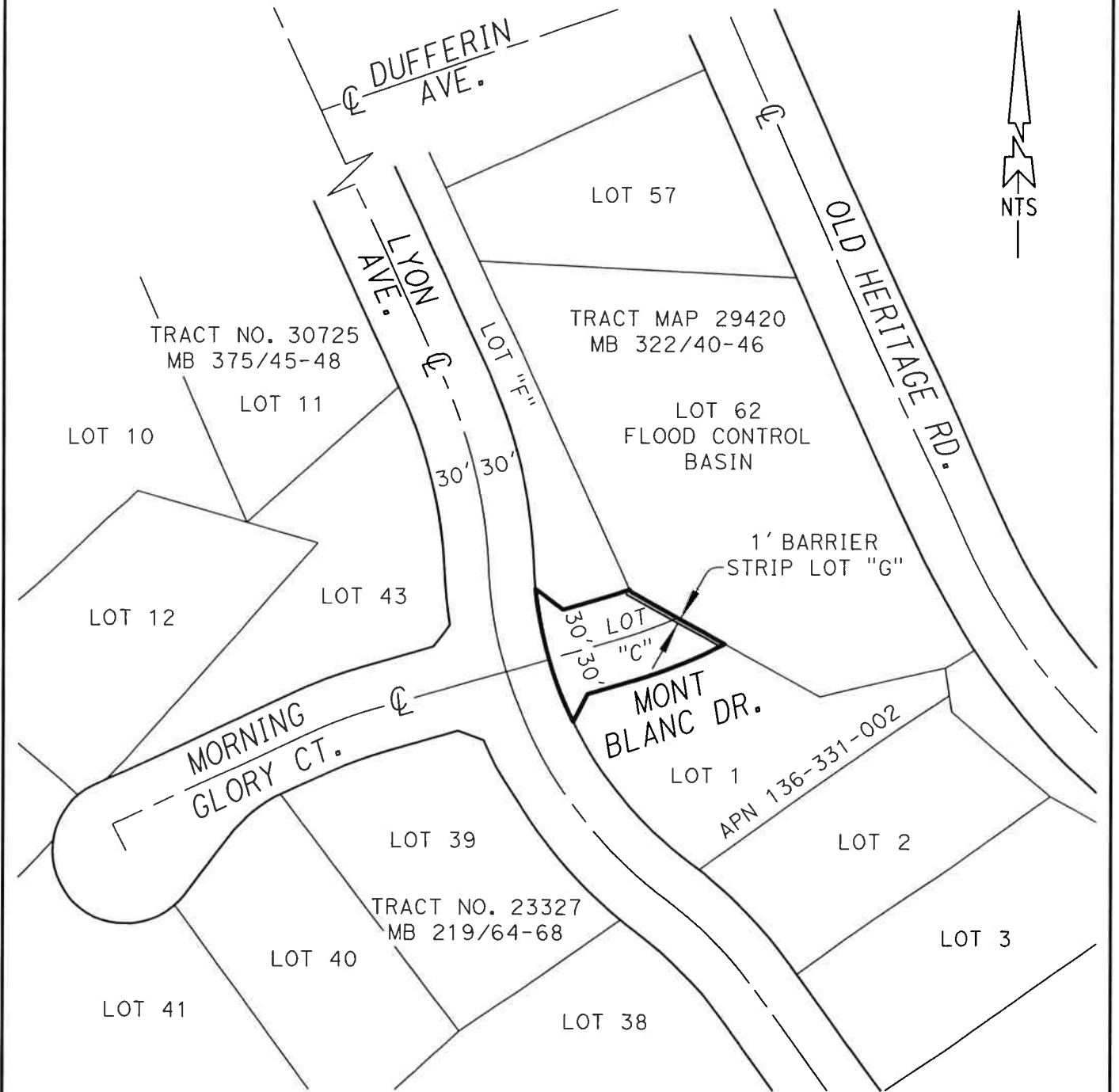
4/23/2021

DATED:



EXHIBIT "B"

MONT BLANC DRIVE VACATION



SECTION 25, T. 3 S., R. 6 W., S.B.M.

PCL No.: N/A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: ABG21003	PROJECT: MONT BLANC DRIVE
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
PREPARED BY: JM	
DATE: APRIL, 2021	APPROVED BY:
SHEET 1 OF 1	DATE: 4/23/2021



EXHIBIT "C"

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)

Project: Arizona Channel
Project No. 1-0-00170

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic**, ("District") does hereby remise, release and forever quitclaim to **RICHARD AND NANCY HOPKINS, TRUSTEES OF THE HOPKINS FAMILY TRUST, DATED MARCH 5, 2021**, any and all interests the District has in the real property in the unincorporated Lake Hills area, County of Riverside, State of California, as described in Exhibit "A" and depicted in Exhibit "B", attached hereto and made a part hereof.

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

Date: _____

By: _____

KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

ATTEST:

KECIA R. HARPER
Clerk of the Board of Supervisors

By: _____

Deputy

(Notary Attached)

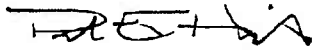
EXHIBIT "A"

**EXHIBIT "A"
VACATION
LEGAL DESCRIPTION**

ALL OF LOT "C" (MONT BLANC DRIVE) AND ALL OF LOT "G" (1.00 FOOT BARRIER STRIP) OF TRACT NUMBER 23327 ON FILE IN BOOK 219, PAGES 64 THROUGH 68, INCLUSIVE, OF MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 25, TOWNSHIP 3 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION:



PAUL E. HILLMER P.L.S. 9017

4/23/2021

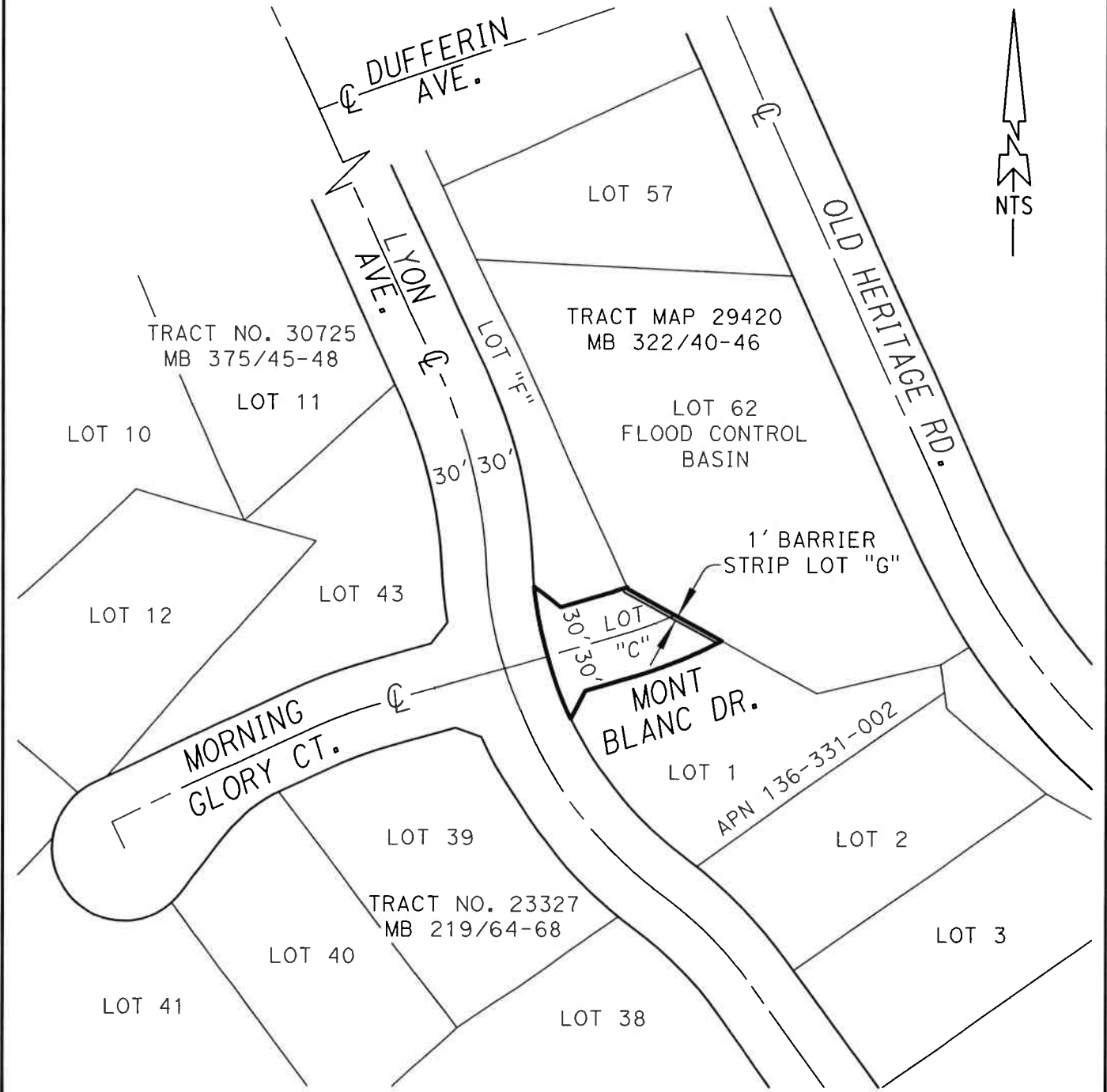
DATED:



EXHIBIT "B"

EXHIBIT "B"

MONT BLANC DRIVE VACATION



SECTION 25, T. 3 S., R. 6 W., S.B.M.

PCL No.: N/A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: ABG21003	PROJECT: MONT BLANC DRIVE
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
PREPARED BY: JM	
DATE: APRIL, 2021	APPROVED BY: DATE: 4/23/2021
SHEET 1 OF 1	



Arizona Channel
 Project No. 1-0-00170
 Between APNs 136-331-001 and 136-331-002

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is entered into this 29th day of March, 2022 by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic (hereinafter called "DISTRICT" or "SELLER"), and RICHARD AND NANCY HOPKINS, TRUSTEES OF THE HOPKINS FAMILY TRUST, Dated March 5, 2021 (hereinafter called "BUYER"), for acquisition by BUYER from SELLER of certain real property interest for the Arizona Channel (hereinafter called "PROJECT").

RECITALS

- A. SELLER is the owner of certain real property located in the unincorporated Lake Hills area, County of Riverside, State of California, identified by Assessor's Parcel Number ("APN") 136-331-001.
- B. BUYER owns the fee simple title of certain real property identified by APN 136-331-002.
- C. A portion of land known as Mont Blanc Drive separated the SELLER's and BUYER's properties. SELLER's property is north of Mont Blanc Drive and BUYER's is to the south.
- D. On or about August 24, 2021, Mont Blanc Drive was summarily vacated. Pursuant to California Civil Code Section 831, there is a rebuttable presumption that an owner of land bounded by a road or street is presumed to own to the center of the way. Upon the summary vacation of Mont Blanc Drive, SELLER and BUYER obtained ownership of their respective halves of Mont Blanc Drive.
- E. SELLER, having no need for the northern portion of the former Mont Blanc Drive it obtained in the summary vacation (SELLER's PROPERTY), consisting of approximately 5,758 square feet of land, desires to sell, and BUYER desires to purchase SELLER's PROPERTY as specifically described herein.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO PURCHASE AND SALE. 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.

Said above-listed interests and reservations in real property will hereinafter be collectively referred to as the "Property".

The respective sections of land affected by the above-listed interests in real property are legally described in the attached Exhibit "A" and depicted in Exhibit "B" (which is incorporated herein by this reference). SELLER's PROPERTY consists only of the northern portions from center line within Lots C and G.

2. PURCHASE PRICE. The total purchase price that BUYER will provide to SELLER as full compensation for the Property is:

**Eight Thousand Dollars
(\$8,000)**

This transaction shall close upon the full execution of this document. At which time, SELLER shall deliver an executed Quitclaim Deed in substantially the same form as attached hereto as Exhibit "C".

3. PROPERTY SOLD IN "AS-IS" CONDITION. BUYER acknowledges that the Property is sold in "as-is" condition, as of the date of this Agreement, without any 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 Property.
4. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER or its authorized agents permission to enter upon the Property to be conveyed to them 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 written notice prior to such entry. 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 is in any way connected with BUYER's inspections or non-permanent improvements involving entrance onto the Property pursuant to this Section 4. 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 the Property. If BUYER does not remove all of BUYER's personal property, facilities, tools and equipment from the Property within ten (10) business days of the date that BUYER's license terminates under this Section, SELLER has the right to remove said personal property, facilities, tools and equipment from the Property. In the event BUYER fails to remove BUYER's personal property, facilities, tools and equipment from the Property after entering the Property to perform due diligence, including to make necessary or appropriate inspections as specified in this Section 4, BUYER is responsible for all reasonable costs incurred by SELLER in any such removal by SELLER.
5. NECESSARY INSTRUMENTS. Upon the approval of the District's Board of Supervisors, SELLER shall prepare, execute, notarize and deliver the Quitclaim Deed conveying SELLER's PROPERTY to BUYER for signatures. It shall be the responsibility of BUYER to record said Quitclaim Deed with the Riverside County Recorder's office. There shall be no third-party escrow with this transaction. 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 transfer of the Property.

The term "close of this transaction", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the Riverside County Recorder for the affected property involved in this transaction.

All time limits within which any matter 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.

6. TITLE AND TITLE INSURANCE. If title insurance is desired by BUYER, BUYER shall obtain said policy and be responsible for the payment of any premium for said policy.
7. POSSESSION OF PROPERTY. It is mutually understood and agreed by and between the parties hereto that the right of possession and use of the Property shall be given to BUYER upon the close of this transaction, as defined in Section 5 above.
8. CONVEYANCE OF TITLE. SELLER agrees to convey by recorded Quitclaim Deed to BUYER SELLER's PROPERTY free and clear of all recorded liens, encumbrances, assessments and taxes EXCEPT:
 - A. 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 the Revenue and Taxation Code of the State of California.
 - B. Quasi-public utility, public utility, public alley, public street easements and rights of way of record.
9. 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 of the consummation of this transaction:
 - A. SELLER and BUYER have each taken the respective required actions to permit the execution, delivery and performance of obligations under this Agreement.
 - B. SELLER and BUYER each respectively have the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder which are, or at the close of this transaction will be legal, valid, and binding obligations respectively of each party and can consummate the transaction contemplated herein.
10. INDEMNITY. BUYER agrees to indemnify, defend and hold SELLER 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 BUYER'S representation, warranties or covenants provided in this Agreement.

- 11. 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.
- 12. NOTICES. All notices, demands or other communications hereunder 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. Notices shall be addressed as provided below for the respective party.

BUYER: Richard and Nancy Hopkins, Trustees of the Hopkins Family Trust, Dated March 5, 2021
 Attention: Richard Bryan Hopkins
 2175 Lyon Avenue
 Riverside, CA 92503

SELLER: Riverside County Flood Control and Water Conservation District
 Attention: Yolanda King Wilder, Supervising Real Property Agent
 1995 Market Street
 Riverside, CA 92501

COPY TO: Riverside County Counsel's Office
 Attention: Ryan D. Yabko
 Deputy County Counsel
 3960 Orange Street, Suite 500
 Riverside, CA 92501-3674

The parties hereto, by notice given hereunder, may, respectively designate different addresses to which subsequent notices, certificates or other communications will be sent.

- 13. MISCELLANEOUS.
 - A. Default. In the event of a material breach or material default under this Agreement by either 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 by delivering written notice thereof to the defaulting party, and if BUYER is the non-defaulting party, BUYER shall thereupon promptly receive a refund of all prior deposits, if any.
 - B. Further Instructions. Each party agrees to execute such other and further instructions as may be necessary or proper in order to consummate the transaction contemplated by this Agreement.
 - C. Amendments. Any amendments to this Agreement shall be effective only in writing and when duly executed by both BUYER and SELLER.

- D. 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.
- E. 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.
- F. Authorities.
- i. BUYER and SELLER have each taken all required action to permit it to execute, deliver, and perform its obligations under this Agreement.
 - ii. BUYER and SELLER have the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder are, or at the Closing Date will be, legal, valid, and binding obligations of BUYER and SELLER respectively and can consummate the transaction contemplated herein.
- 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. 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 BUYER is in fact represented in this sale, upon and only upon the Closing, BUYER shall solely be responsible to pay any commissions or fees to BUYER's Broker. SELLER is not responsible nor is SELLER liable for any claim, charges or commissions that may arise or be alleged by a broker or agent in connection with this Agreement or the purchase or sale of the Property. BUYER shall defend, indemnify and hold harmless SELLER 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 ("Broker Claims") claimed to be due by BUYER's Broker or any other person arising from or by reason of BUYER's conduct with respect to this transaction. The provisions of this Section 14.M. shall survive Closing hereunder or earlier termination of this Agreement.
- N. Language for Use of Electronic (Digital) Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.
14. 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.

15. 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.

{Signature provisions on next page}


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

SELLER:

RECOMMENDED FOR APPROVAL

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

By: 
JASON E. UHLEY
General Manager-Chief Engineer

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

Date: 15 MAR 2022

Date: MAR 29 2022

BUYER:

**RICHARD AND NANCY HOPKINS,
TRUSTEES OF THE HOPKINS
FAMILY TRUST, DATED MARCH 5,
2021**

Date: 3/14/2022

By: 
RICHARD HOPKINS, Trustee

Date: Mar. 14, 2022

By: 
NANCY HOPKINS, Trustee

APPROVED AS TO FORM:

~~GREGORY P. PRIAMOS~~
County Counsel

ATTEST:
KECIA R. HARPER
Clerk of the Board

By: 
RYAN D. YABKO
Deputy County Counsel

By: 

Date: _____

Date: MAR 29 2022

Project: Arizona Channel
Project No. I-0-00170
Between APNs 136-331-001 and 136-331-002

MCR: amh
03/08/22

EXHIBIT "A"

**EXHIBIT "A"
VACATION
LEGAL DESCRIPTION**

ALL OF LOT "C" (MONT BLANC DRIVE) AND ALL OF LOT "G" (1.00 FOOT BARRIER STRIP) OF TRACT NUMBER 23327 ON FILE IN BOOK 219, PAGES 64 THROUGH 68, INCLUSIVE, OF MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 25, TOWNSHIP 3 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION:



PAUL E. HILLMER P.L.S. 9017

4/23/2021

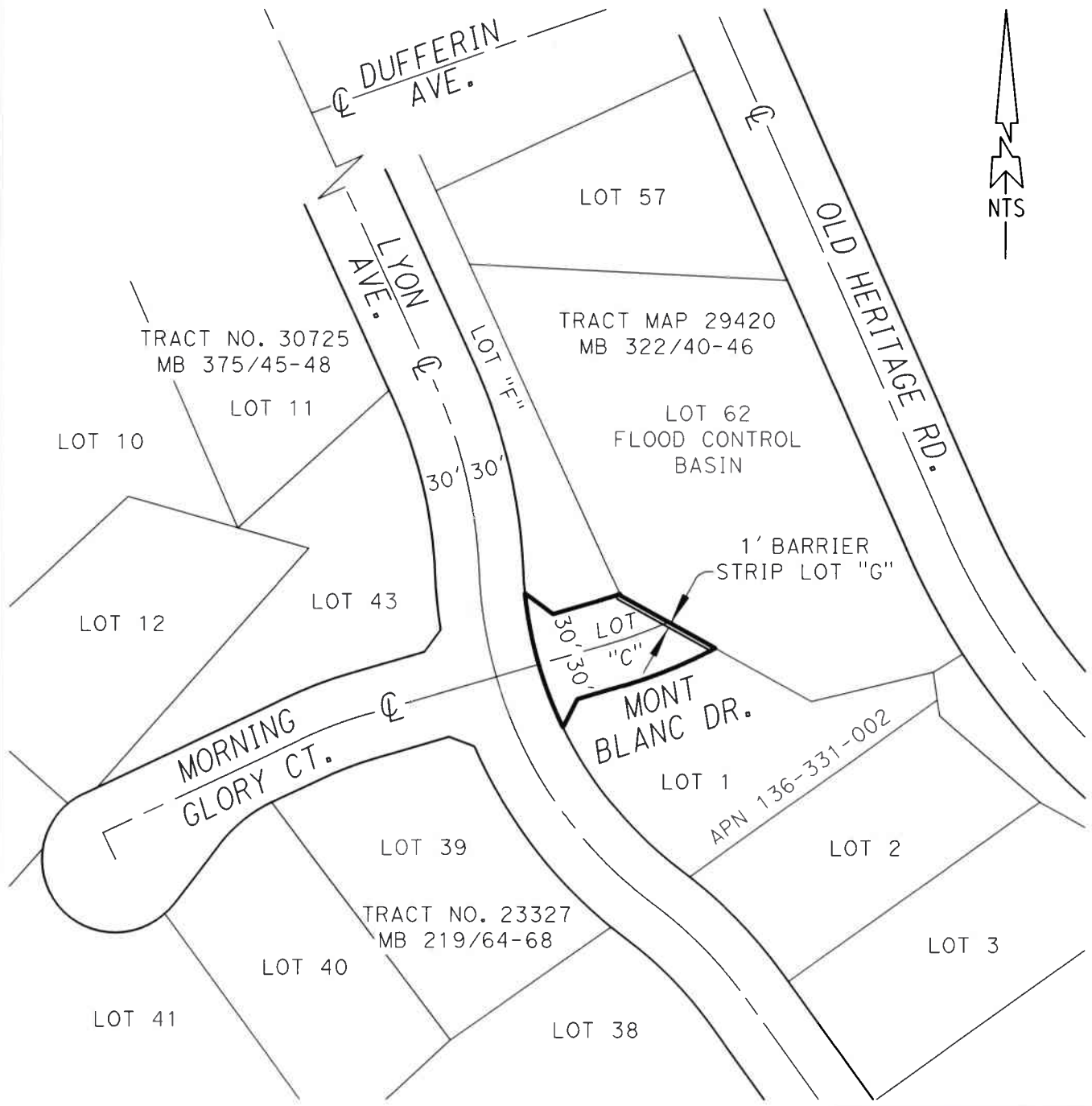
DATED:



EXHIBIT "B"

EXHIBIT "B"

MONT BLANC DRIVE VACATION



SECTION 25, T. 3 S., R. 6 W., S.B.M.

PCL No.: N/A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: ABG21003	PROJECT: MONT BLANC DRIVE
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
PREPARED BY: JM	
DATE: APRIL, 2021	APPROVED BY:
SHEET 1 OF 1	DATE: 4/23/2021



EXHIBIT "C"

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)

Project: Arizona Channel
Project No. 1-0-00170

SPACE ABOVE THIS LINE FOR RECORDER'S USE
The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX \$ _____

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic**, ("District") does hereby remise, release and forever quitclaim to **RICHARD AND NANCY HOPKINS, TRUSTEES OF THE HOPKINS FAMILY TRUST, DATED MARCH 5, 2021**, any and all interests the District has in the real property in the unincorporated Lake Hills area, County of Riverside, State of California, as described in Exhibit "A" and depicted in Exhibit "B", attached hereto and made a part hereof.

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

Date: _____

By: _____

KAREN SPIEGEL, Chair
Riverside County Flood Control and Water Conservation District Board of Supervisors

ATTEST:

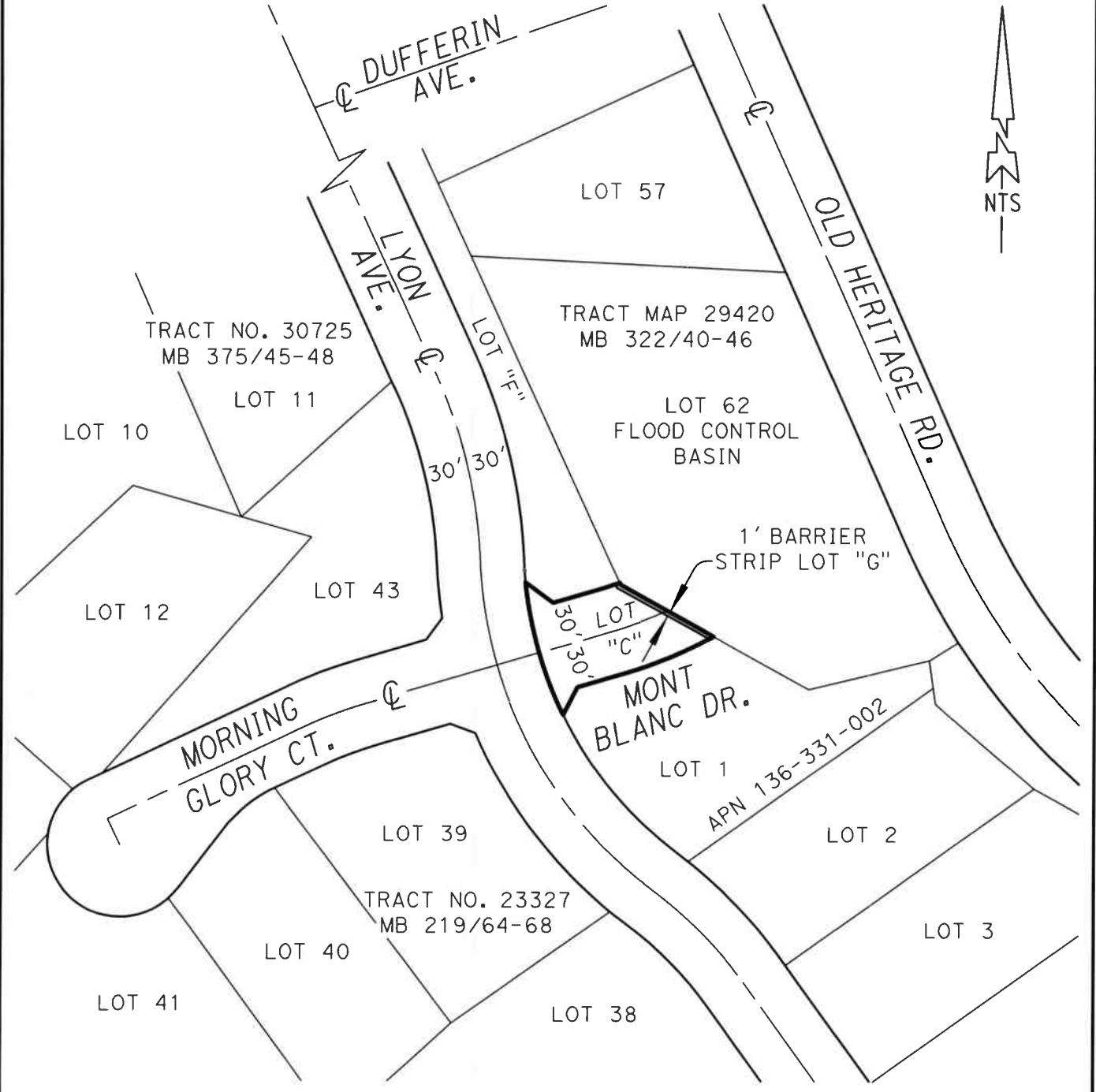
KECIA R. HARPER
Clerk of the Board of Supervisors

By: _____
Deputy

(Notary Attached)

EXHIBIT "B"

MONT BLANC DRIVE VACATION



SECTION 25, T. 3 S., R. 6 W., S.B.M.

PCL No.: N/A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: ABG21003	PROJECT: MONT BLANC DRIVE
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
PREPARED BY: JM	
DATE: APRIL, 2021	APPROVED BY: DATE: 4/23/2021
SHEET 1 OF 1	



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

COPY

NO FEE (GOV. CODE 6103)

Project: Arizona Channel
Project No. 1-0-00170

SPACE ABOVE THIS LINE FOR RECORDER'S USE
The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX \$_____

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

Date: MAR 29 2022

By: Karen S. Spiegel
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water Conservation District Board of Supervisors

ATTEST:

KECIA R. HARPER
Clerk of the Board of Supervisors

By: [Signature]
Deputy

(Notary Attached)

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 29, 2022, before me, Priscilla Rasso, Board Assistant, personally appeared Karen S. Spiegel, Chair of the Board of Supervisors, 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; 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 R. Harper
Clerk of the Board of Supervisors

By: 
Deputy Clerk

(SEAL)

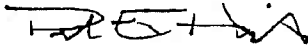
EXHIBIT "A"

EXHIBIT "A"
VACATION
LEGAL DESCRIPTION

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EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION:



PAUL E. HILLMER P.L.S. 9017

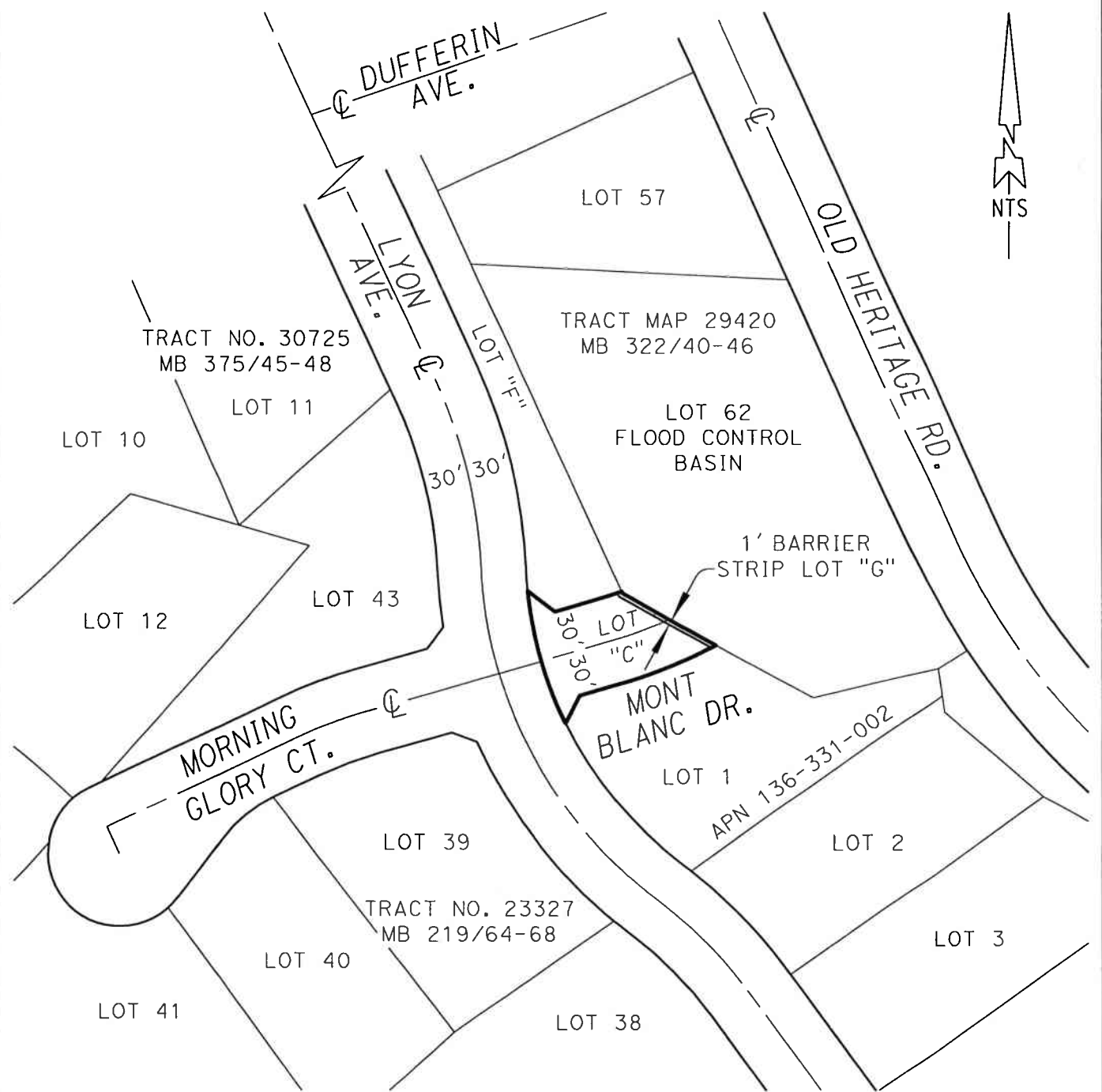
4/23/2021

DATED:



EXHIBIT "B"

MONT BLANC DRIVE VACATION



SECTION 25, T. 3 S., R. 6 W., S.B.M.

PCL No.: N/A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: ABG21003	PROJECT: MONT BLANC DRIVE
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PREPARED BY: JM	
DATE: APRIL, 2021	APPROVED BY: DATE: 4/23/2021
SHEET 1 OF 1	

