

FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS DATE 10/26/15

SUBMITTAL TO THE BOARD OF COMMISSIONERS
HOUSING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



FROM: Housing Authority

SUBMITTAL DATE:
October 29, 2015

SUBJECT: Resolution No. 2015-019, Authorization to Sell the Fee Interest in Real Property Located in the City of Coachella, County of Riverside, Assessor's Parcel Number 778-091-005 by Grant Deed to the City of Coachella; District 4, CEQA Exempt, [\$5,500], 2006 Series A Taxable Housing Bonds 100%

RECOMMENDED MOTION: That the Board of Commissioners:

1. Find that the sale of the 7,813 square foot vacant parcel located at 5th Street and Palm Avenue, in the City of Coachella, also known as Assessor's Parcel Number 778-091-005, is exempt from California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 (b)(3);
2. Conduct a Public Hearing pursuant to Health and Safety Code Section 34312.3;
3. Adopt Resolution No. 2015-019, Authorization to Sell the Fee Interest in Real Property located in the City of Coachella, County of Riverside, Assessor's Parcel Number 778-091-005 by Grant Deed to the City of Coachella;

(Continued)

Robert Field
Executive Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 5,500	\$ 0	\$ 5,500	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: 2006 Series A Taxable Housing Bonds				Budget Adjustment: No	
				For Fiscal Year:	2015/16

C.E.O. RECOMMENDATION:

APPROVE

BY:
Rohini Dasika

County Executive Office Signature

MINUTES OF THE HOUSING AUTHORITY BOARD OF COMMISSIONERS

On motion of Commissioner Benoit, seconded by Commissioner Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: November 10, 2015
xc: Housing Authority, Recorder

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: 6-4-13 10.1

District: 4

Agenda Number:

10-1

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY:
Susana Garcia-Bocanegra, Departmental Concurrence

☐ A-30 ☒ 4/5 Vote
☐ Positions Added ☐ Change Order

SUBMITTAL TO THE BOARD OF COMMISSIONERS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Housing Authority

FORM 11: Resolution No. 2015-019, Authorization to Sell the Fee Interest in Real Property Located in the City of Coachella, County of Riverside, Assessor's Parcel Number 778-091-005 by Grant Deed to the City of Coachella; District 4, CEQA Exempt, [\$5,500], 2006 Series A Taxable Housing Bonds 100%

DATE: October 29, 2015

PAGE: 2 of 3

RECOMMENDED MOTION: (Continued)

4. Approve the attached Purchase Agreement and Escrow Instructions between the City of Coachella and the Housing Authority of the County of Riverside in the amount of \$12,000 (Purchase Agreement) and Grant Deed, and authorize the Chairman to execute the Purchase Agreement;
5. Authorize the Executive Director of the Housing Authority, or his designee, to execute any other documents and administer all actions necessary to complete or memorialize this transaction, including, but not limited to executing the Grant Deed attached;
6. Authorize reimbursement to the Housing Authority for costs incurred for all sale expenses. The amount to be reimbursed to the Housing Authority shall not exceed \$5,500 in due diligence expenses and staff time; and
7. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five days of approval by the Board.

BACKGROUND:

Summary

The Housing Authority of the County of Riverside (Housing Authority) currently owns a 7,813 square foot (0.18 acres) vacant parcel located on 5th Street at Palm Avenue, in the City of Coachella, identified as Assessor's Parcel Number 778-091-005, as more specifically described in the legal description attached hereto (Site). The Housing Authority considered developing the Site. After due consideration, it was determined to be too costly for development as a single family home and too small for multi-family housing. Housing Authority staff recommends the sale of the Site as it is no longer needed for Housing Authority use or purposes.

Housing Authority staff has negotiated the sale of the Site to the City of Coachella for \$12,000. An appraisal conducted by Lidgard and Associates found the fair market value of the Site to be \$12,000. The City of Coachella has inspected the Site and is interested in acquiring the Site for a public purpose. The terms of the proposed sale of the Site from the Housing Authority to the City of Coachella are set forth in the attached proposed Purchase Agreement and Escrow Instructions, including exhibits (Purchase Agreement). The sale of the Site and the use of all disposition proceeds shall occur pursuant to Health and Safety Code Section 34312.3. The land disposition proceeds shall be used to assist a low income housing project.

Pursuant to the California Environmental Quality Act (CEQA), the sale of the real property was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines Section 15061 (b)(3), common sense, general rule exemption. The proposed project is the sale of vacant real property and no development is contemplated at this time, which will not have a significant impact on the environment; it will not require any construction activities and will not lead to any direct or reasonably foreseeable indirect physical environmental impacts.

(Continued)

SUBMITTAL TO THE BOARD OF COMMISSIONERS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Housing Authority

FORM 11: Resolution No. 2015-019, Authorization to Sell the Fee Interest in Real Property Located in the City of Coachella, County of Riverside, Assessor's Parcel Number 778-091-005 by Grant Deed to the City of Coachella; District 4, CEQA Exempt, [\$5,500], 2006 Series A Taxable Housing Bonds 100%

DATE: October 29, 2015

PAGE: 3 of 3

BACKGROUND:

Summary (Continued)

Resolution No. 2015-019, the Purchase Agreement, including exhibits, and the Grant Deed have been approved as to form by County Counsel. Housing Authority staff recommends approval of Resolution No. 2015-019, the Purchase Agreement, including exhibits, and the Grant Deed.

Impact on Citizens and Businesses

The conveyance of the real property from the Housing Authority to the City of Coachella will have a positive impact on the citizens and businesses of the City of Coachella as the City anticipates using the land for a public purpose. The net sale proceeds will be used by the Housing Authority for affordable housing purposes within the County of Riverside.

SUPPLEMENTAL:

Additional Fiscal Information

No impact upon the Housing Authority's General Fund. Typical transaction costs paid by the Housing Authority will be fully funded with 2006 Series A Taxable Housing Bonds. No budget adjustment is necessary.

Contract History and Price Reasonableness

The sale price is the fair market value as determined by an independent appraiser, Lidgard and Associates for a market value of \$12,000.00.

Attachments:

Legal Description

Resolution No. 2015-019

Purchase Agreement and Escrow Instructions

Grant Deed

Notice of Exemption

1 **BOARD OF COMMISSIONERS**

HOUSING AUTHORITY

2 **RESOLUTION NO. 2015-019**

3 **AUTHORIZATION TO SELL FEE SIMPLE INTEREST IN REAL PROPERTY**
4 **LOCATED IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, CALIFORNIA**
5 **ASSESSOR'S PARCEL NUMBER 778-091-005 BY GRANT DEED TO THE CITY OF**
6 **COACHELLA; FINDING THAT SAID SALE IS CATEGORICALLY EXEMPT UNDER**
7 **THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; AND APPROVING AND**
8 **AUTHORIZING THE PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS**

9 **WHEREAS**, the Housing Authority of the County of Riverside ("Housing
10 Authority") is a public entity, corporate and politic, organized and existing under the
11 Housing Authorities Law (commencing at Section 34200 of the California Health and
12 Safety Code), and authorized to transact business and exercise the powers of a
13 housing authority;

14 **WHEREAS**, Health and Safety Code Section 34312.3 allows housing authorities
15 to sell housing projects, after a public hearing, so long as the proceeds of any sale, net
16 the cost of sale, are used directly to assist a housing for persons of low income, and
17 the funds in any trust fund established pursuant to Health and Safety Code Section
18 34312.3(f) are used directly to assist housing units for persons of very low income;

19 **WHEREAS**, the Housing Authority owns vacant land consisting of 7,813 square
20 feet (0.18 acres), located on 5th Street at Palm Avenue, in the City of Coachella,
21 identified as Assessor's Parcel Number 778-091-005 ("Property"). The Property is a
22 housing project pursuant to Health and Safety Code Section 34312.3;

23 **WHEREAS**, a fee simple interest in the Property was transferred to the Housing
24 Authority in its capacity as "housing successor" to the former Coachella
25 Redevelopment Agency pursuant to Health and Safety Code Section 34176 which was
26 added by the Redevelopment Dissolution Act (Assembly Bill X 1 26 which added Parts
27 1.8 and 1.85 to Division 24 of the Health and Safety Code, including amendments
28 thereto);

WHEREAS, the Housing Authority is unable to develop the Property as

1 affordable housing and desires to sell the Property to the City of Coachella for the
2 purchase price of Twelve Thousand Dollars (\$12,000) to be used for a public purpose;

3 **WHEREAS**, the City of Coachella proposes to acquire the Property from the
4 Housing Authority pursuant to the terms and provisions of the proposed Purchase
5 Agreement and Escrow Instructions ("Purchase Agreement") attached hereto as
6 Exhibit "B" and incorporated herein by this reference;

7 **WHEREAS**, the net sale proceeds will be used for affordable housing purposes
8 pursuant to Health and Safety Code Section 34312.3;

9 **WHEREAS**, the Housing Authority has reviewed and determined that the sale of
10 the Property is categorically exempt from the California Environmental Quality Act
11 ("CEQA") pursuant to CEQA Guidelines Section 15061(b) (3) as the proposed project
12 is the conveyance of real property involving merely the transfer of title to the real
13 property which will not have a significant impact on the environment;

14 **WHEREAS**, after publication of notice as required by law, a public hearing has
15 been duly held by the Board of Commissioners of the Housing Authority on the
16 proposed sale of the Property by the Housing Authority to the City of Coachella
17 pursuant to the Purchase Agreement; and

18 **WHEREAS**, the Board of Commissioners of the Housing Authority has duly
19 considered all terms of the Purchase Agreement, the agenda report presented to it by
20 staff and any testimony received at the public hearing, and believes that the sale of the
21 Property is in the best interest of the Housing Authority and the County of Riverside,
22 and the health, safety, morals and welfare of its residents, and in accord with the public
23 purposes and provisions of applicable State and local law and requirements.

24 **NOW THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND**
25 **ORDERED** by the Board of Commissioners of the Housing Authority of the County of
26 Riverside ("Board"), in regular session assembled on November 10, 2015, in the
27 meeting room of the Board of Commissioners located on the 1st floor of the County
28 Administrative Center, 4080 Lemon Street, Riverside, California, as follows:

- 1 1. That the Board has received and heard all oral and written objections (if any) to
2 the proposed Purchase Agreement, to the proposed sale of the Property
3 pursuant to the proposed Purchase Agreement, and to the other matters
4 pertaining to this transaction, and that all such oral and written objections (if any)
5 are hereby overruled.
- 6 2. The foregoing recitals are true and correct and incorporated into this Resolution.
- 7 3. The Board, based upon a review of the evidence and information presented on
8 the matter as it relates to the sale, has determined that the proposed sale is
9 categorically exempt from CEQA pursuant to State CEQA Guidelines Section
10 15061(b)(3) because it can be seen with certainty that there is no possibility that
11 the activity in question will have a significant effect on the environment because
12 the conveyance is merely a transfer in title to the real property, the transfer will
13 not prompt or require any construction activities and would not lead to any direct
14 or reasonably foreseeable indirect physical environmental impacts.
- 15 4. The Board approves and authorizes the sale by Grant Deed (the form of which
16 is attached hereto as Exhibit "C" and incorporated herein by this reference) to
17 the City of Coachella the following described real property: that certain real
18 property located at 5th Street and Palm Avenue in the City of Coachella, County
19 of Riverside, California, consisting of approximately 7,813 square feet of vacant
20 land (0.18 acres), identified as Assessor's Parcel Number 778-091-005, as
21 more particularly described in Exhibit "A" attached hereto, and incorporated
22 herein, by this reference ("Property"), for a purchase price of Twelve Thousand
23 Dollars (\$12,000). Accordingly, the Board hereby approves the attached
24 Purchase Agreement between the Housing Authority and the City of Coachella.
- 25 5. The Chairman of the Board is hereby authorized to execute the Purchase
26 Agreement, a form of which is attached hereto as Exhibit "B" and incorporated
27 herein by this reference.
- 28 6. The Executive Director, or designee, is hereby authorized to sign all documents

necessary and appropriate to carry out and implement the Purchase Agreement including, but not limited to subsequent and relevant documents such as the Grant Deed and escrow agreement, and to administer the Housing Authority's obligations, responsibilities, and duties to be performed under said Purchase Agreement, subject to approval to form by County Counsel.

7. The proceeds of the sale of the Property, net the cost of sale, are hereby authorized and directed to be used to assist a housing project pursuant to Health and Safety Code Section 34312.3.
8. The Housing Authority is hereby authorized to expend approximately Five Thousand Five Hundred Dollars (\$5,500.00) for typical transaction costs including staff time, appraisal costs, title insurance and other due diligence studies related to the Property.
9. That the Clerk of the Board of Commissioners has given notice hereof as provided in Government Code Section 6066.

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/// ROLL CALL:

/// Ayes: Jeffries, Washington, Benoit and Ashley
 Nays: None
 Absent: Tavaglione

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

KECIA HARPER-IHEM, Clerk of said Board

By Shelia R. Brown

Deputy

EXHIBIT A
LEGAL DESCRIPTION

All that certain real property situated in the County of Riverside, State of California, described as follows:

PORTIONS OF LOTS 9 AND 10 OF BLOCK 4 OF MAP OF COACHELLA, IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 49 OF MAPS, OFFICIAL RECORDS OF RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF LOT 11 OF SAID MAP OF COACHELLA; THENCE SOUTH 53° 56' 00" WEST ALONG THE SOUTHEASTERLY LINES OF SAID LOTS 11 AND 10, A DISTANCE OF 62.50 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 53° 56' 00 WEST ALONG THE SOUTHEASTERLY LINES OF LOTS 10 AND 9, A DISTANCE OF 62.50 FEET TO A LINE PARALLEL WITH AND AT A PERPENDICULAR OF 25.00 FEET SOUTHWEST OF THE SOUTHWESTERLY LINE OF SAID LOT 10;

THENCE NORTH 36° 04' 00" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 125.00 FEET TO THE SOUTHEAST LINE OF FIFTH STREET AS SHOWN ON SAID MAP OF COACHELLA;

THENCE NORTH 53° 56' 00" EAST ALONG SAID SOUTHEAST LINE, A DISTANCE OF 62.50 FEET TO A LINE PARALLEL WITH AND AT A PERPENDICULAR DISTANCE OF 12.50 FEET SOUTHWEST OF THE SOUTHWESTERLY LINE OF SAID LOT 11;

THENCE SOUTH 36° 04' 00" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 125.00 FEET TO THE TRUE POINT OF BEGINNING.

APN: 778-091-005

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EXHIBIT B
PURCHASE AGREEMENT
(behind this page)

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PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. YOU SHOULD READ IT CAREFULLY AND UNDERSTAND IT BEFORE YOU SIGN IT.

This Purchase Agreement and Escrow Instructions (The "**Agreement**") is made between the Housing Authority of the County of Riverside, ("**Seller**"), and the undersigned buyer(s) ("**Buyer**"). Buyer and Seller may hereinafter collectively be called the "**Parties**." Buyer agrees to buy the "**Property**", including the residence built thereon (the "**Residence**") and Seller, upon acceptance by its duly authorized representative, agrees to sell the Property to Buyer, on the terms and conditions set forth below in the **Basic Provisions**, **General Provisions**, and any **Addenda** attached hereto, all of which are incorporated in this Agreement by this reference

BASIC PROVISIONS

BUYER:

CITY OF COACHELLA

First Middle Last
Address: 1515 SIXTH ST.
City, State & Zip Code: COACHELLA, CA 92236
Business Phone: (760) 398-3502 x129
Home Phone: N/A
Fax: (760) 398-5117
Email Address: JALVAEZ @ COACHELLA.ORG
Single Married

BUYER:

First Middle Last
Address: ~~_____~~
City, State & Zip Code: ~~_____~~
Business Phone: ~~_____~~
Home Phone: ~~_____~~
Fax: ~~_____~~
Email Address: ~~_____~~
Single Married

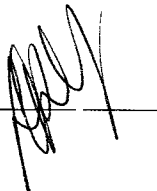
Seller or its sales representatives must be notified by Buyer of any change in Buyer's address or phone number.

BUYER'S BROKER:

First Middle Last
Company: ~~_____~~
Address: ~~_____~~
City, State & Zip Code: ~~_____~~
Business Phone: ~~_____~~
Fax: ~~_____~~
Email Address: ~~_____~~

PROPERTY: Address: No situs address, all that real property located in the City of Coachella, County of Riverside, described as follows: Assessor's Parcel Number 778-091-005-1; legally described as: Portions of Lots 9 and 10 of Block 4 of map of Coachella, in the City of Coachella, County of Riverside, State of California, as per map recorded in Book 6, Page 49 of Maps, Official Records of Riverside County, in the office of the County Recorder, County of Riverside, California.

Buyer's Initials



Seller's Initials

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TITLE COMPANY:
First American Title Company
3281 E Guasti Road Ste. 440
Ontario, CA 91761
Tel: (909) 510-6200
Fax: (877) 461-2088

ESCROW:

Escrow Holder:	<u>First American Title</u>	Escrow Officer:	<u>Debra Dunn</u>
	<u>3400 Central Ave Ste. 100</u>	Escrow No.:	<u>4842611</u>
Telephone:	<u>(951) 787-1758</u>	Estimated Closing Date:	<u>12/31/2015</u>
Fax:	<u></u>		

Escrow Holder is licensed by the Department of Corporations Insurance of the State of California.

PURCHASE PRICE: The purchase price (the "**Purchase Price**") for the Property is set forth below in this Section. Concurrently with signing this Agreement, Buyer shall deliver the "**Deposit**" to Seller as a deposit toward the purchase of the Property. Seller shall thereafter place the Deposit into Escrow. Buyer shall pay the balance of the Purchase Price at the time and in the manner specified below.

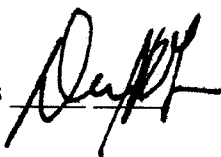
Purchase Price:	\$ <u>12,000.00</u>
Deposit received (3% of Purchase Price).....	\$ <u>0 (waived)</u>
Balance of Down Payment Due Before Closing.....	\$ <u>12,000.00</u>
(excluding Buyer's Closing Costs)	
First Deed of Trust (check if applicable)	\$ _____
Second Deed of Trust (check if applicable).....	\$ _____

Note: The Purchase Price stated above does not include Buyer's Closing Costs. The combined total of the cash portion of the Purchase Price and the estimated Buyer's Closing Costs is herein called the "**Total Estimated Cash Due Before Closing.**"

DEPOSIT: The Deposit shall become non-refundable to Buyer upon the expiration of the Contingency Period (as defined below), unless this Agreement is terminated by Buyer due to a material default by Seller, or as otherwise provided in this Agreement.

CLOSING COSTS: Seller shall pay one-half (1/2) of the Escrow fee and the County documentary transfer taxes. Buyer shall pay one-half (1/2) of the Escrow fee and all title insurance premiums, all charges for recording the Deed, and notary fees (collectively, "**Buyer's Closing Costs**"). Seller and Buyer shall each be responsible for their respective attorneys' fees and costs. All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder. Buyer shall deposit into Escrow within two days of receiving a written estimate of the Buyer's Closing Costs from the Escrow Holder the full amount of such estimated Buyer's Closing Costs.

Buyer's Initials



Seller's Initials

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OFFER AND ACCEPTANCE: Execution of this Agreement by Buyer and Seller's sales representative is only an offer to purchase which is not binding unless Seller delivers to Buyer a copy of the Agreement that has been approved by the Riverside Housing Authority Board of Commissioners and executed by an individual authorized to accept on behalf of Seller. The date of such authorized acceptance is the "**Effective Date**" of the Agreement. If the Seller, in its sole discretion, does not accept Buyer's offer, this Agreement shall be automatically revoked and all funds Buyer has deposited pursuant to the Agreement shall be promptly refunded to Buyer. Seller's sales representatives are not authorized to accept this offer. Receipt and deposit of Buyer's funds do not constitute Seller's acceptance of this offer. Seller may hold Buyer's deposit check uncashed until Seller accepts this Agreement.

COMPLETE AGREEMENT: This Agreement is the complete agreement between the Parties concerning the Property. There are no collateral understandings, representations or agreements, oral or written, other than those contained in this Agreement. No sales representative, employee or other agent of Seller has the authority to modify the terms of the Agreement or to make any agreements, representations or promises on the behalf of Seller. Therefore, although Buyer has had, and in the future may have, conversations with sales representatives or other agents of Seller concerning any matter, including (a) the Property or the community, (b) the availability of or Buyer's ability to qualify for or obtain any loan or subsidy, (c) the likelihood of the Property appreciating in value, or (d) any other matter affecting the purchase of the Property, none of the information contained in such conversations including representations, promises or statements of any kind shall be binding upon Seller unless the same are added by written addenda attached hereto and executed by Buyer and Seller.

VENUE: This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location.

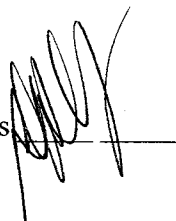
SEVERABILITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

ASSIGNMENT: This Agreement shall not be assigned by Buyer, either in whole or in part, without prior written consent of Seller. Any assignment or purported assignment of this Agreement by Buyer without the prior written consent of Seller will be deemed void and of no force or effect.

BROKERS: Other than Seller's sales representative (who represents Seller only), and Buyer's broker identified under Basic Provisions, Buyer has not dealt with any broker, real estate sales person, or finder in connection with the transactions contemplated by this Agreement. Buyer shall indemnify, defend and hold Seller harmless from all claims, demands, liabilities, judgments and expenses arising out of any amounts claimed to be owing to any such person on account of Buyer's conduct.

INCORPORATION BY REFERENCE: Each of the attachments, exhibits and any addenda attached hereto are incorporated herein by this reference.

Buyer's Initials



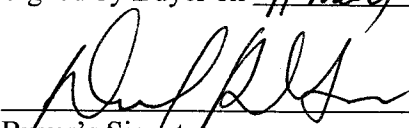
Seller's Initials



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth below.

BUYER:

Signed by Buyer on 11 May, 2015



Buyer's Signature

DAVID R. GARCIA
Print First Middle Last Name

BUYER:

Signed by Buyer on _____, 2015

Buyer's Signature

Print First Middle Last Name

SELLER:

Accepted by Seller on Nov. 10, 2015
(the "Effective Date")

Housing Authority of the County of
Riverside

By: Marion Ashley
Marion Ashley, Chairman
Board of Commissioners

Date: _____

Address:
5555 Arlington Ave.
Riverside, CA 92504

ATTEST

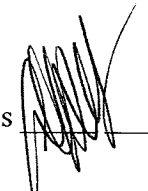
Kecia Harper-Ihem
Clerk of the Board

Kecia Harper-Ihem
Deputy

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

By: Jhaila R. Brown
Jhaila R. Brown
Deputy County Counsel

Buyer's Initials 

Seller's Initials MA

GENERAL PROVISIONS

1. CONTINGENCY PERIOD

1.1 The "Contingency Period" shall mean the period commencing on the Effective Date of this Agreement and expiring at 5:00 p.m. Pacific Time on the date which is fifteen (15) days from the Effective Date of this Agreement.

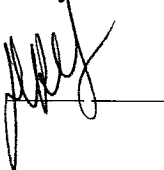
1.2 Buyer shall have the right at Buyer's sole cost and expense to conduct inspections, investigations, tests, surveys and other studies on the Property as Buyer may desire to permit Buyer to satisfy itself with the condition of the Property. Without Seller's prior written consent, Buyer shall neither make nor cause to make any invasive or destructive testing. Buyer shall notify Seller in writing ("**Buyer's Due Diligence Notice**") on or before the expiration of the Contingency Period of Buyer's unconditional approval or disapproval of the condition of the Property. Buyer's failure to deliver Buyer's Due Diligence Notice before the expiration of the Contingency Period shall be conclusively deemed Buyer's approval thereof. Buyer's timely delivery of a Buyer's Due Diligence Notice which objects to any matter shall be deemed Buyer's disapproval of the condition of the Property and its election to terminate this Agreement and the Escrow and to receive a return of the deposit.

1.3 Subject to the conditions hereafter stated, Seller grants to Buyer, its agents and employees a limited license to enter onto any portion of the Property for the purpose of conducting inspections, investigations, tests and surveys reasonably necessary to evaluate the condition of the Property, which inspections, investigations, tests and surveys shall be done at Buyer's sole cost and expense and pursuant to this Section.

1.4 As a condition to any such entry, Buyer shall (i) notify Seller in writing and obtain consent of Seller prior to each entry. The notice shall include the date and purpose of intended entry and provide to Seller the names and affiliations of the persons entering the Property for approval. Such consent shall not be unreasonably withheld; (ii) conduct all work or studies in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Property during or after such investigation; (iii) comply with all applicable laws and governmental regulations; (iv) keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this section; (v) maintain or assure maintenance of workers' compensation insurance on all persons entering the Property in the amounts required by the State of California; (vi) shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer investigations or work done on the Property at Buyer's direction to the Close of Escrow; and (vii) return the Property to its original condition following Buyer's entry.

1.5 Buyer agrees to indemnify, defend, protect and hold Seller and the Property free and harmless from any and all loss, liability, claims, damages and expenses (including, but not limited to, attorneys' fees and costs) arising directly or indirectly from the exercise of said license, or from Buyer's failure to comply with the conditions to Buyer's entry onto the Property

Buyer's Initials



Seller's Initials

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provided herein. Such undertaking of indemnity shall survive Close of Escrow or the termination of this Agreement for any reason.

2. ESCROW

2.1 **Opening of Escrow.** On or promptly after the Effective Date, Seller shall open escrow (the "**Escrow**") by depositing an executed copy of this Agreement with the Escrow Holder. The date on which Escrow Holder receives the fully executed Agreement shall be the "**Opening Date.**" As soon as possible after the Opening Date, Escrow Holder shall deliver a copy of the fully executed Agreement to Buyer and shall notify the Parties of the Opening Date.

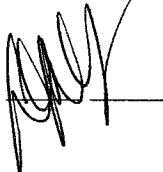
2.2 **Escrow Instructions.** The Basic Provisions of this Agreement, together with Sections 1 through 10 of these General Provisions and Escrow Holder's "**General Escrow Instructions**" attached as Addendum B, constitute the Parties' instructions to Escrow Holder. Escrow Holder is not responsible for any other parts of this Agreement. Provisions regarding an award of attorney fees and related costs in the General Escrow Instructions or any other Escrow instructions shall apply only to disputes between Escrow Holder and the Parties, and not to disputes between the Parties themselves. If there is any conflict between this Agreement and Escrow Holder's General Escrow Instructions, the provisions of this Agreement shall control.

2.3 **Third Party Charges.** Escrow Holder may disburse Buyer's Closing Costs and other charges incurred by Seller on Buyer's behalf (including, but not limited to, costs of credit reports required by Lender, loan fees, any tax, insurance or other impound fees required by Lender, notary fees, insurance premiums, title insurance or Title Policy, proration of homeowners association fees and capital contributions) payable to third parties (the "**Third Party Charges**") from funds deposited into Escrow by Buyer before or upon Close of Escrow.

2.4 **Close of Escrow.** Unless (a) terminated as provided in this Agreement, or (b) extended by Seller in writing, Escrow shall close on the date (the "**Closing Date**") which is fifteen (15) days from the expiration of the Contingency Period. Due to a variety of factors including availability of materials and labor, actions of public authorities, national or regional emergency (including widespread computer malfunctions) and weather conditions, the Closing Date could be extended by weeks or months. Buyer accepts the uncertainty of the Closing Date and waives all claims against Seller, its agents, employees and contractors arising in connection therewith. If, through no fault of the Seller, Buyer is unable to timely close Escrow and requests an extension from Seller before the Scheduled Closing Date, Seller may extend Escrow at Seller's sole discretion. In consideration thereof, Buyer shall pay Seller, upon written demand, at such subsequent date when Escrow does close, a sum equal to the greater of (a) \$125 per calendar day or (b) 1% of the Purchase Price divided by 30 days for each day Escrow is extended. If Buyer fails to close Escrow within the extension period, through no fault of Seller, Buyer shall be in default. Seller may thereafter pursue any remedy in law or equity that Seller may have against Buyer on account of Buyer's default. The date the Grant Deed conveying title to the Property to Buyer is recorded is the date of "**Close of Escrow.**"

2.5 **Other Documentation/Cooperation.** Buyer shall complete and deliver to Seller and/or Escrow Holder all further instructions, documents, acknowledgment of disclosures and

Buyer's Initials



Seller's Initials

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applications required by Seller or Escrow Holder to complete the transaction contemplated in this Agreement, and shall otherwise cooperate fully with Seller and Escrow Holder within three (3) business days after receipt of a request for action by Buyer. Buyer's failure to cooperate is a default hereunder and it may cause Seller to terminate the Agreement, cancel Escrow and proceed in accordance with Section 7.

2.6 **Payments by Buyer.** Buyer shall deposit into Escrow all sums required of Buyer to complete the purchase of the Property within two (2) business days, before the date of the Close of Escrow. Buyer's failure to perform as set forth in this Section shall be deemed a default hereunder, in which Seller may terminate, cancel Escrow and proceed in accordance with Section 7.

2.7 **Closing Procedure.** Upon Close of Escrow, Escrow Holder shall cause the Deed to be recorded and Seller's net closing proceeds promptly disbursed to Seller.

3. TITLE

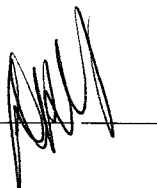
3.1 **Deed.** Title to the Property is to be conveyed to Buyer by deed in a form selected by Seller in Seller's sole discretion (the "**Deed**"), subject to (a) all nondelinquent taxes and assessments including any supplemental taxes levied after the Close of Escrow; (b) covenants, conditions, restrictions, reservations, dedications, easements and rights-of-way and other matters of record or apparent affecting the use and occupancy of the Property; (c) encumbrances evidencing Buyer's loan, if any; and (d) reservations including reservations of oil, gas and mineral rights.

3.2 **Vesting.** Buyer shall provide further instructions to Escrow Holder to designate the manner in which Buyer wants title to vest. **BUYER ACKNOWLEDGES THAT THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES, AND THAT BUYER SHOULD CONSULT A PROFESSIONAL CONCERNING SUCH CONSEQUENCES.**

3.3 **Title Insurance.** At Close of Escrow, Escrow Holder shall instruct Title Company to deliver to Buyer an Owners CLTA title insurance policy (with regional exceptions) issued by a title insurance company selected by the Parties, insuring title to the Property vested in Buyer in condition described above with a liability equal to the Purchase Price (the "**Title Policy**"). By Buyer's execution of this Agreement, Buyer and Seller have agreed to use the Title Company and Escrow Holder designated on the second page of this Agreement.

4. **CLOSING COSTS AND PRORATIONS.** Buyer shall pay Buyer's Closing Costs as provided in the Basic Provisions. Master association assessments shall be prorated to Close Escrow. Real property taxes and assessments shall be prorated as of the Close of Escrow based upon a thirty (30) day month for expenses billed monthly, and a three hundred sixty (360) day year for expenses billed yearly, using the most recent available information. The Property will be reassessed after Close of Escrow, based upon the sale to Buyer, completion of construction or otherwise. Buyer is responsible for all property taxes against the Property assessed after Close of Escrow.

Buyer's Initials



Seller's Initials

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5. **CONDITIONS TO CLOSE OF ESCROW.** Escrow shall not close, title to the Property shall not be conveyed to Buyer and, except for an uncured default of Buyer, Buyer's funds shall not be unconditionally released from Escrow until the following conditions have been satisfied:

5.1 **Blanket Encumbrances.** All blanket encumbrances (as defined in Section 11013 of the California Business and Professions Code) encumbering the Property are released or will be released through Escrow. Taxes and assessments levied by a public authority shall not be considered a blanket encumbrance in accordance with Section 11013.3 of the California Business and Professions Code.

5.2 **Other Contingencies.** All other applicable conditions to the Close of Escrow, including those specified in any Addenda, are satisfied. Buyer represents and warrants to Seller that there are no conditions to the Close of Escrow other than those expressly stated in this Agreement (or in any fully executed Addenda). Buyer acknowledges that Buyer will be in default under this Agreement if the foregoing representations and warranty is inaccurate or untrue in any respect. **Buyer's purchase of the Property is not conditioned upon the sale of Buyer's current residence or any other property owned by Buyer.**

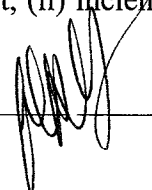
6. **TERMINATION OF AGREEMENT AND ESCROW.** If this Agreement is terminated, (a) Escrow shall be automatically cancelled and the parties shall execute cancellation instructions requested by Escrow Holder, (b) within ten (10) days after such termination, Buyer shall return to Seller all Property-related documents delivered by Seller to Buyer hereunder, (c) Buyer shall have no further right or interest in the Property, and (d) buyer's indemnities of Seller in this Agreement shall survive the termination.

6.1 **Buyer's Cancellation Right.** If through no fault of Buyer, Escrow is not closed on or within six (6) months after the Opening Date, Buyer may terminate this Agreement, cancel Escrow and, within fifteen calendar days after Seller and Escrow Holder receive written notice of such termination and cancellation, receive a refund of all amounts Buyer has deposited into Escrow. If this Agreement is terminated by Buyer pursuant to the Section 6.1, neither Party shall have any further obligation to the other under this Agreement (unless either Buyer or Seller is otherwise in default hereunder).

6.2 **Third Party Charges.** If Escrow is cancelled for any reason other than (a) pursuant to Section 6.1 or (b) as a result of Seller's material default, the Third Party Charges shall be paid from Buyer's funds. If Escrow is cancelled pursuant to Section 6.1 or as a result of Seller's material default, Seller shall pay all Third Party Charges, and all Buyer's funds deposited into Escrow, including amounts released for Third Party Charges, shall be refunded to Buyer.

6.3 **Sellers Right to Cancel.** Sellers may terminate this Agreement and cancel Escrow if (a) Buyer is in default hereunder, (b) Seller has the right to terminate the Agreement under any provision hereof, or (c) if Seller's ability to deliver the Property to Buyer is materially impaired because of (i) acts of God which Seller could not have reasonably foreseen and provided against, (ii) inclement weather, (iii) any strikes, boycotts or similar obstructive actions

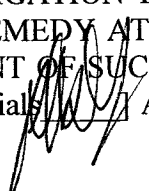
Buyer's Initials



Seller's Initials

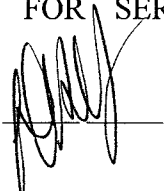
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by employees or labor organizations, (iv) the action of any foreign, federal, state or local governmental authority or utility, (v) the unavailability or delay in prompt delivery of materials, labor, water, sewer or other utility services to the Property or (vi) other cause beyond the reasonable control of Seller (each, a "**Force Majeure Event**"). Upon termination of this Agreement by Seller, Escrow is cancelled, Buyer's full Deposit shall be refunded to Buyer, and Seller shall be released from all obligations imposed by this Agreement.

7. **DAMAGES IF BUYER DEFAULTS.** IF BUYER DEFAULTS UNDER THIS AGREEMENT, SELLER SHALL BE RELEASED FROM ITS OBLIGATION TO SELL THE PROPERTY TO BUYER, AND SELLER MAY PURSUE ANY REMEDY AT LAW OR IN EQUITY THAT IT MAY HAVE AGAINST BUYER ON ACCOUNT OF SUCH DEFAULT. HOWEVER, BY PLACING THEIR INITIALS HERE, BUYER [Initials 

7.1 **DETERMINATION OF LIQUIDATED DAMAGES.** IF BUYER DEFAULTS UNDER THIS AGREEMENT, SELLER WILL BE DAMAGED AND WILL BE ENTITLED TO COMPENSATION FOR THESE DAMAGES. SUCH DAMAGES WILL BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN FOR THE FOLLOWING REASONS: (i) THE DAMAGES TO WHICH SELLER WILL BE ENTITLED IN A COURT OF LAW WILL BE BASED ON THE DIFFERENCE BETWEEN THE ACTUAL VALUE OF THE PROPERTY AS OF THE CLOSING DATE AND THE PURCHASE PRICE FOR THE PROPERTY AS SET FORTH IN THIS AGREEMENT, WHICH DIFFERENCE MUST BE BASED ON OPINIONS OF VALUE OF THE PROPERTY WHICH CAN VARY IN SIGNIFICANT AMOUNTS; AND (ii) IT IS IMPOSSIBLE TO PREDICT, AS OF THE EFFECTIVE DATE, WHETHER THE VALUE OF THE PROPERTY WILL INCREASE OR DECREASE AS OF THE CLOSING DATE. BUYER DESIRES TO LIMIT THE AMOUNT OF DAMAGES FOR WHICH BUYER MIGHT BE LIABLE IF BUYER DEFAULTS HEREUNDER. ADDITIONALLY, BOTH PARTIES WANT TO AVOID THE COSTS AND LENGTHY DELAYS RESULTING FROM SELLER FILING A LAWSUIT TO COLLECT ITS ACTUAL DAMAGES DUE TO BUYER'S DEFAULT. THEREFORE, IF BUYER DEFAULTS HEREUNDER, SELLER MAY INSTRUCT ESCROW HOLDER, AS SET FORTH BELOW, TO RETAIN OUT OF BUYER'S DEPOSITS (THE INITIAL DEPOSIT, AND ANY OTHER DEPOSITS, THE AMOUNT NOT EXCEEDING THREE PERCENT (3%) OF THE TOTAL PURCHASE PRICE, PLUS ANY AMOUNT SELLER ESTABLISHES IT IS ENTITLED TO RETAIN FROM BUYER'S DEPOSIT IN EXCESS OF THREE PERCENT (3%) OF THE TOTAL PURCHASE PRICE UNDER CIVIL CODE SECTION 1675-1678. SUCH AMOUNT IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER SECTION 1671 ET SEQ., OF THE CALIFORNIA CIVIL CODE, AND SHALL BE SELLER'S LIQUIDATED DAMAGES ("**LIQUIDATED DAMAGES**") AND SELLER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF BUYER'S DEFAULT.

7.2 **PAYMENT OF LIQUIDATED DAMAGES.** LIQUIDATED DAMAGES SHALL BE REMITTED TO SELLER ACCORDING TO THE FOLLOWING PROCEDURES: SELLER MAY GIVE WRITTEN NOTICE TO ESCROW HOLDER AND TO BUYER, IN THE MANNER PRESCRIBED BY SECTION 116.340 OF THE CODE OF CIVIL PROCEDURE FOR SERVICE IN A SMALL CLAIMS ACTION, OF SELLER'S

Buyer's Initials 

Seller's Initials 

DETERMINATION THAT BUYER IS IN DEFAULT, AND DEMAND THAT ESCROW HOLDER DISBURSE THE LIQUIDATED DAMAGES TO SELLER ("SELLER'S DEMAND"). WITHIN TWENTY (20) DAYS AFTER BUYER'S RECEIPT OF SELLER'S DEMAND, BUYER MAY DELIVER A WRITTEN NOTICE TO ESCROW HOLDER INSTRUCTING ESCROW HOLDER NOT TO DISBURSE SUCH FUNDS TO SELLER ("BUYER'S OBJECTION"). IF BUYER DOES NOT DELIVER BUYER'S OBJECTIONS TO ESCROW HOLDER WITHIN THE TWENTY (20) DAY TIME PERIOD, (1) ESCROW HOLDER SHALL RELEASE THE LIQUIDATED DAMAGES TO SELLER, AND REMIT THE BALANCE OF FUNDS IN ESCROW, IF ANY TO BUYER, AND (2) BUYER SHALL BE DEEMED TO HAVE WAIVED OBJECTIONS AND BUYER'S RIGHT TO RECOVER DAMAGES, IF ANY.

7.3 **RESOLUTION OF DISPUTES.** UPON RECEIPT OF AN OBJECTION NOTICE, ESCROW HOLDER SHALL IMMEDIATELY NOTIFY SELLER AND THE CONTROVERSY SHALL BE RESOLVED IN ACCORDANCE WITH SECTION 8.

8. **SELLER'S DEFAULT; LIQUIDATED DAMAGES.** IF SELLER DEFAULTS UNDER THIS PURCHASE AGREEMENT AND FAILS TO CURE SUCH DEFAULT WITHIN 5 DAYS AFTER NOTICE THEREOF FROM BUYER, AND SUCH DEFAULT RESULTS IN THE FAILURE TO CLOSE ESCROW, BUYER, IN ITS SOLE AND ABSOLUTE DISCRETION, SHALL HAVE THE RIGHT TO UNILATERALLY TERMINATE THIS PURCHASE AGREEMENT AND PURSUE ANY REMEDY AT LAW OR IN EQUITY THAT IT MAY HAVE AGAINST SELLER. PROVIDED, HOWEVER, THAT BY PLACING THEIR INITIALS HERE, BUYER MA, AND SELLER _____ AGREE THAT (A) UPON ANY SUCH DEFAULT BY SELLER, BUYER WILL BE DAMAGED AND WILL BE ENTITLED TO COMPENSATION FOR THESE DAMAGES, BUT SUCH DAMAGES WILL BE DIFFICULT TO DETERMINE AND SELLER DESIRES TO LIMIT THE AMOUNT OF DAMAGES FOR WHICH SELLER MIGHT BE LIABLE, (B) BOTH BUYER AND SELLER WISH TO SAVE THE TIME AND MONEY INVOLVED IN A LAWSUIT OR JUDICIAL REFERENCE TO DETERMINE DAMAGES, AND (C) UPON SUCH A DEFAULT BY SELLER, BUYER SHALL BE ENTITLED TO THE RETURN OF THE DEPOSIT ("BUYER'S LIQUIDATED DAMAGES").

8.1 **EXCLUSIVE REMEDY.** BUYER'S LIQUIDATED DAMAGES AND BUYER'S RIGHT TO TERMINATE THIS PURCHASE AGREEMENT SHALL CONSTITUTE BUYER'S SOLE AND EXCLUSIVE REMEDIES IN THE EVENT OF A DEFAULT BY SELLER WHICH RESULTS IN THE FAILURE TO CLOSE ESCROW AND BUYER SPECIFICALLY WAIVES ANY RIGHT (A) TO BRING AN ACTION AGAINST SELLER FOR SPECIFIC PERFORMANCE (B) TO RECORD OR FILE A NOTICE OF LIS PENDENS OR NOTICE OF PENDENCY OF ACTION OR SIMILAR NOTICE AGAINST ANY PORTION OF THE PROPERTY, AND (C) TO ANY AND ALL REMEDIES THAT MAY BE AVAILABLE IN LAW OR IN EQUITY, INCLUDING BUT NOT LIMITED TO ACTUAL CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES.

8.2 **NOTICE OF DEFAULT AND DEMAND FOR LIQUIDATED DAMAGES.** BUYER SHALL GIVE WRITTEN NOTICE ("BUYER'S NOTICE") BY ANY MEANS

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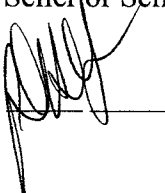
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AUTHORIZED FOR SERVICE BY CODE OF CIVIL PROCEDURE SECTIONS 116.340 TO ESCROW HOLDER AND TO SELLER THAT SELLER IS IN DEFAULT UNDER THE PURCHASE AGREEMENT AND THAT ESCROW HOLDER DISBURSE THE AMOUNTS DESCRIBED ABOVE TO BUYER UNLESS, WITHIN 20 DAYS OF RECEIPT OF THE BUYER'S NOTICE, SELLER NOTIFIES ESCROW HOLDER AND BUYER IN WRITING THAT SELLER OBJECTS TO THE DISBURSEMENT OF LIQUIDATED DAMAGES TO BUYER ("THE SELLER'S NOTICE"). IF SELLER FAILS TO SERVE SELLER'S NOTICE WITHIN THE TIME REQUIRED: (I) ESCROW HOLDER SHALL PROMPTLY REMIT BUYER'S LIQUIDATED DAMAGES AMOUNT TO BUYER AND (II) BUYER SHALL BE RELIEVED OF ANY OBLIGATION TO PURCHASE THE PROPERTY FROM SELLER.

9. **Buyer's Waiver of Important Rights.** Buyer further waives the following, to the fullest extent permitted by law:

- (i) all rights to file and maintain an action against Seller for specific performance;
- (ii) right to record a lis pendens against the Property or to record this Agreement or a memorandum thereof in the real property records;
- (iii) right to invoke any equitable remedy that prevents Seller from conveying the Property to a third party purchaser;
- (iv) any claims arising from the adjustments or prorations or errors in calculating the adjustments or prorations that are or may be discovered after closing unless such claims are material and purchase notifies Seller in writing of such claims within thirty (30) days of the closing date;
- (v) any remedy of any kind that Purchaser might otherwise be entitled to at law or equity (including, but not limited to, rescission of the Agreement), except as expressly provided in this Agreement;
- (vi) any right to a trial by jury in any litigation arising from or related in any way to this Agreement;
- (vii) any right to avoid the sale of the Property or reduce the price or hold Seller liable for any claims arising out of or related in any way to the condition, construction, repair or treatment of the Property, or any defects, apparent or latent, that may now or hereafter exist with respect to the Property;
- (viii) any claims arising out of or relating in any way to encroachments, easements, boundaries, shortages in area or any other matter that would be disclosed or revealed by a survey or inspection of the Property or search of public records; and
- (ix) any claims arising out of or relating in any way to the square footage, size, or location of the Property, or any information provided on the multiple listing service, or brochures or web sites of Seller or Seller's agent or broker.

Buyer's Initials



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BY INITIALING BELOW, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE FOREGOING AND ACCEPT THAT THEY ARE WAIVING THEIR RIGHT TO A JURY TRIAL

Buyer's Initials:  Seller's Initials: _____

10. MISCELLANEOUS.

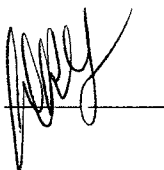
10.1 **Entire Agreement.** This Agreement and the Addenda attached hereto are the entire agreement between the Parties concerning the subject matter hereof. Buyer has not executed this Agreement in reliance upon any representation or warranty not contained in this Agreement. All advertising material is superseded by this Agreement. Neither this Agreement nor any memorandum hereof may be recorded. All representations and warranties of Buyer and any indemnity of Seller by Buyer under this Agreement shall survive the Close of Escrow and the delivery of the Deed.

10.2 **Successors and Assigns.** In view of the credit qualifications, processing and other personal matters considered hereunder, this Agreement and the rights of Buyer hereunder may not be assigned, sold, transferred or hypothecated by Buyer voluntarily, involuntarily, or by operation of law without first obtaining Seller's written consent. If Buyer attempts to assign Buyer's interest under this Agreement before the Close of Escrow or enters into another escrow for the concurrent resale of the Property, Buyer shall be in default. Escrow Holder is instructed not to assist or participate in any way in the consummation of any so-called "double-escrows" initiated by Buyer. This Agreement and the rights, duties and obligations of the Parties shall be binding upon and shall inure to the benefit of the successors and assigns of Buyer.

10.3 **Notices.** All notices pertaining to this Agreement must be in writing and served either by personal delivery, facsimile or mail. A notice shall be deemed effective (a) on the date of the personal delivery, if personally delivered before 5:00 p.m. in the time zone in which the delivery will be effected or otherwise on the business day following personal delivery, (b) upon receipt, if transmitted by telefacsimile (with electronic confirmation of such receipt), and if received before 5:00 p.m. in the time zone in which the delivery will be effected or otherwise on the business day following such electronic transmission, or (c) two (2) business days following the date the notice is postmarked, if mailed or (d) on the business day following delivery to the applicable overnight courier, if sent by overnight courier. Either party may change the address to which notices are to be given to it by giving notice of such change of address in the manner set forth above for giving notice.

10.4 **Time is of the Essence.** Time is of the essence in the performance of Buyer's obligations under this Agreement. Any delay in Buyer's performance under this Agreement will prejudice Seller. Therefore, any failure by Buyer to perform within the specified periods will be a default by Buyer. Unless otherwise provided in this Agreement, the term "days" means consecutive "**calendar days**". If the date on which any action is to be taken, any obligation is to be performed, or any notice is to be given under this Agreement falls on a day which is not a business day (i.e. Saturday, Sunday or any holiday identified by the United States federal

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government as a legal holiday), such performance date shall be automatically extended to the immediately following business day.

10.5 **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity and enforceability of the other provisions of this Agreement shall not be affected thereby.

10.6 **Interpretation.** Headings in this Agreement are included for reference purposes only and shall not affect the meaning of any provision of this Agreement. Buyer (and Buyer's counsel, if desired by Buyer) has reviewed this Agreement and Buyer agrees that any rule of contract interpretation that ambiguities or uncertainties are to be interpreted against the drafting party who cause it to exist shall not be employed in the interpretation of this Agreement. This Agreement shall be governed by California law. As used in this Agreement, the word "including" means "including but not limited to." If more than one person or entity is a Party, each of them is jointly and severally liable under this Agreement.

10.7 **Waiver.** Seller's waiver of a default by Buyer shall not be deemed a continuing waiver or a waiver of any subsequent default.

10.8 **Counterparts.** This Agreement may be executed in counterparts, each of which is an original, and all of which are one agreement.

11. **POSSESSION.** Buyer has no right, title or interest in the Property except the right and obligation to purchase the same in accordance with the terms hereof. Buyer may not possess the Property nor enter it before the Close of Escrow, except during the Contingency Period subject to the requirements set forth herein. Any entry by Buyer shall be at Buyer's own risk. Buyer shall indemnify, defend and hold Seller, its agents, contractors, officers, directors, shareholders, partners and employees, harmless from and against all claims, demands, liabilities and expenses arising from any personal injury, death or property damage to Buyer, Buyer's invitees and guests, Seller or any other individual or entity as a result of any such unauthorized entry. In addition, before the close of Escrow (a) no custom work may be contracted for nor performed by Buyer or Buyer's agents on the Property and (b) no signs may be posted by Buyer or Buyer's agents on or near the Property, and (c) Buyer shall not enter into any contract for the sale or transfer of the Property or the assignment of Buyer's interest in the Agreement. A violation of the foregoing is a material default by Buyer.

12. **STATUTORY NOTICE.** The following notice is given as required by California Civil Code Section 2079.10a:

Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Website maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

Buyer's Initials _____

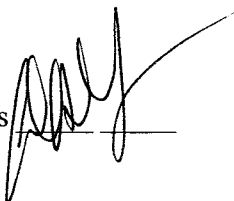
Seller's Initials _____

Seller makes no representations, warranties or guarantees regarding the presence or absence of registered sex offenders within community or in the surrounding area. Seller has no obligation or duty to investigate existing residents or buyers to determine whether they are sex offenders. Buyer is solely responsible for making his or her own investigation.

13. **AS-IS SALE.** Buyer acknowledges that Seller acquired the Property after a foreclosure, deed-in-lieu of foreclosure, forfeiture, tax sale or similar process, and consequently, Seller has little or no direct knowledge concerning the physical condition of the Property. As a material part of the consideration to be received by Seller under the Agreement as negotiated and agreed to by Buyer, Buyer acknowledges and agrees to accept the Property in "AS IS" physical condition at the time of closing, including without limitation, any hidden defects or environmental conditions affecting the Property, whether known or unknown, whether such defects or conditions were discoverable through inspection or not. Buyer acknowledges that Seller, and its employees, agents, brokers and representatives have not made, and **Seller specifically negates and disclaims, any representations, warranties, promises, covenants, agreements, or guarantees, implied or express, oral or written concerning, but not limited to:**

- a. The physical condition or any other aspect of the Property, including the residence and improvements thereon, including: the structural integrity or quality or character of materials used in construction of any improvements, boundaries, availability and quantity or quality of water, stability of the soil, susceptibility to landslide or flooding, sufficiency of drainage, water leaks, water damage, termites or termite damage, mold or any other matter affecting the stability or integrity of the Property;
- b. The conformity of the Property to any zoning, land use or building code requirements or compliance with any laws, statutes, rules, ordinances, or regulations of any federal, state or local governmental authority, or the granting of any required permits or approvals, if any, of any governmental bodies that had jurisdiction over the construction, alteration or remodeling of any structures on the Property;
- c. The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property, including redhibitory vices and defects, apparent or non-apparent or latent, that now exist or may hereafter exist and that, if known to Buyer, would cause Buyer to refuse to purchase the Property;
- d. Any work or other improvements done on the Property by the Seller or the Seller's employees, contractors or agents;
- e. The completion, conveyance, management or maintenance of the Property;
- f. The improvements including the residence on the Property;
- g. The Homeowners' Association, if any, including the assessments and budget and any conditions, covenants and restrictions;
- h. Any taxes, assessments, liens or other charges, encumbrances, easements or other interests affecting the property; and
- i. Any nuisance conditions, natural, environmental or other hazards that may affect the Property.

Buyer's Initials



Seller's Initials



Buyer has conducted Buyer's own investigation with respect to these and all other matters. To the fullest extent allowed by law, Buyer waives all implied warranties relating to the Property, the improvements thereon or the residence, including all implied warranties as to the merchantability, fitness, habitability, or quality thereof. Buyer, by acceptance of a deed has waived all rights under California Civil Code section 1542 which provides that:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

(Buyer's initials) _____

14. **MOLD DISCLAIMER.** Mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to in the Agreement as "**Mold**") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to allergic and/or respiratory reactions or other problems, particularly in young children, elderly persons, persons with immune system problems, allergies or respiratory and pets. Mold has also been reported to cause extensive damage to personal and real property. Buyer is advised to thoroughly inspect the Property for Mold. Mold may appear as discolored patches or cottony or speckled growth on walls, furniture, or floors, behind walls and above ceilings. Any and all presence of moisture, water stains, mildew odors, condensation, and obvious Mold growth are all possible indicators of a Mold condition, which may or may not be toxic. Mold may have been removed or covered in the course of any cleaning or repairing of the Property. Buyer acknowledges that, if Seller, or any of Seller's employees, contractors, representatives, brokers or agents cleaned or repaired the Property or remediated the Mold contamination, that Seller does not in any way warrant the cleaning, repairs, remediation, or that the Property is free of Mold. Buyer is further advised to have the Property thoroughly inspected for Mold, any hidden defects, and/or environmental conditions or hazards affecting the Property. Buyer is also advised that all areas contaminated with Mold should be properly and thoroughly remediated. Buyer represents and warrants that: (A) Buyer accepts full responsibility and liability for all hazards, and Claims that may result from the presence of Mold in or around the Property, (B) if Buyer proceeds to close on the purchase of the Property, then Buyer has inspected and evaluated the condition of the Property to Buyer's complete satisfaction, and Buyer is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property; and (C) Buyer has not, in any way, relied upon any representations or warranties of Seller, or Seller's employees, officers, directors, contractors, representatives, brokers, or agents concerning the past or present existence of Mold or any environmental hazards in or around the Property.

15. **ENVIRONMENTAL CONDITION CONTINGENCY.** In the event the Property is affected by an environmental hazard either Party may terminate the Agreement. In the event Seller decides to sell the Property to Buyer and Buyer agrees to purchase the Property (as evidenced by Buyer and Seller proceeding to close) despite the presence of an environmental

Buyer's Initials _____

Seller's Initials _____

hazard, Buyer releases Seller and the parties related to Seller including its officers, employees, agents, representatives, contractors, successors or assigns from any claims arising out of or relating in any way to the environmental hazard or conditions of the Property. In the event the Agreement is terminated by either Buyer or Seller, any Earnest Money will be returned to Buyer. The cost of any environmental report shall be at the sole cost and expense of Buyer, unless required to be paid for by Seller under applicable law.

16. **INDEPENDENT INSPECTION.** The closing of this sale shall constitute acknowledgement by Buyer that Buyer had the opportunity to retain an independent, qualified professional to inspect the Property and that the condition of the Property is acceptable to Buyer at the time of closing. Buyer agrees that Seller shall have no liability for any Claims that Buyer or Buyer's successors or assigns may incur as a result of construction or other defects that may now or hereafter exist with respect to the Property. The cost and expense of any inspection shall be at the sole cost and expense of Buyer, unless otherwise prohibited by applicable law or ordinance.

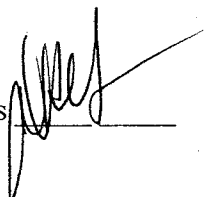
17. **WAIVER OF DISCLOSURE STATEMENT.** Seller may be exempt from filing a disclosure statement regarding the condition of the Property under California Civil Code Section 1102.2 (j) or because the Property was acquired through foreclosure, deed-in-lieu of foreclosure, forfeiture, tax sale, eminent domain or similar process. To the fullest extent allowed under law, Buyer waives any right to receive a disclosure statement from Seller.

18. **LIMITATIONS ON SELLER'S LIABILITY.**

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT SELLER HAS ACQUIRED THE PROPERTY AS A RESULT OF A FORECLOSURE, DEED-IN-LIEU OF FORECLOSURE OR SIMILAR PROCESS. SELLER HAS NEVER OCCUPIED THE PROPERTY AND HAS LITTLE OR NO DIRECT KNOWLEDGE ABOUT THE PHYSICAL CONDITION OF THE PROPERTY. BUYER AGREES THAT BUYER IS PURCHASING THE PROPERTY "AS IS" (AS MORE FULLY SET FORTH IN PARAGRAPH 14 OF THIS AGREEMENT.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THE AGREEMENT, SELLER'S LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY IN ALL CIRCUMSTANCES AND FOR ALL CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO THE AGREEMENT OR THE SALE OF THE PROPERTY TO BUYER, INCLUDING BUT NOT LIMITED TO SELLER'S BREACH OR TERMINATION OF THE AGREEMENT, THE CONDITION OF THE PROPERTY, SELLER'S TITLE TO THE PROPERTY, THE OCCUPANCY STATUS OF THE PROPERTY, THE SIZE, SQUARE FOOTAGE, BOUNDARIES OR LOCATION OF THE PROPERTY OR ANY OF THE ITEMS LISTED IN PARAGRAPH 14 OF THE AGREEMENT OR ANY OTHER COSTS OR EXPENSES INCURRED BY BUYER IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO NO MORE THAN:

Buyer's Initials



Seller's Initials

MA

- a. A RETURN OF BUYER'S DEPOSIT IF THE SALE TO BUYER DOES NOT CLOSE; AND
- b. THE LESSER OF BUYER'S ACTUAL DAMAGES OR \$5,000 IF THE SALE TO BUYER CLOSSES.

BUYER SHALL NOT BE ENTITLED TO A RETURN OF BUYER'S DEPOSIT IF BUYER MATERIALLY BREACHES THE AGREEMENT.

BUYER AGREES THAT SELLER SHALL NOT BE LIABLE TO PURCHASER UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER IN CONTRACT, TORT, (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER LEGAL OR EQUITABLE PRINCIPLE, THEORY, OR CAUSE OF ACTION ARISING OUT OF OR RELATED IN ANY WAY TO ANY CLAIM, INCLUDING BUT NOT LIMITED TO, THE AFOREMENTIONED CLAIM.

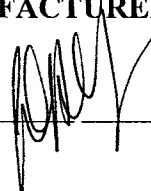
ANY REFERENCE TO RETURN OF BUYER'S DEPOSIT CONTAINED IN THE AGREEMENT SHALL MEAN A RETURN OF THE DEPOSIT, LESS ANY ESCROW CANCELLATION FEES, CLOSING COSTS, THIRD PARTY COSTS AND ANY OTHER COSTS PAYABLE FOR SERVICES AND PRODUCTS PROVIDED DURING ESCROW AT BUYER'S REQUEST. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER WAIVES ANY CLAIMS THAT THE PROPERTY IS UNIQUE AND BUYER ACKNOWLEDGES THAT A RETURN OF THEIR DEPOSIT CAN ADEQUATELY AND FAIRLY COMPENSATE PURCHASER FOR ALL CLAIMS. UPON RETURN OF BUYER'S DEPOSIT TO BUYER, THE AGREEMENT SHALL BE TERMINATED, AND BUYER AND SELLER SHALL HAVE NO FURTHER LIABILITY, OBLIGATION OR RESPONSIBILITY TO EACH OTHER IN CONNECTION WITH THE AGREEMENT. IF THE SALE TO BUYER CLOSSES AND SELLER COMPENSATES BUYER AS PROVIDED ABOVE FOR BUYER'S ACTUAL DAMAGES, IF ANY, THEN BUYER AND SELLER SHALL HAVE NO FURTHER LIABILITY, OBLIGATION, OR RESPONSIBILITY TO EACH OTHER IN CONNECTION WITH THE AGREEMENT,

SELLER'S LIMITATION OF LIABILITY AND BUYER'S WAIVERS PROVIDED IN THE AGREEMENT ARE A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY SELLER UNDER THE AGREEMENT AS NEGOTIATED AND AGREED TO BY BUYER AND SELLER.

19. RESPONSIBILITY FOR MANUFACTURED PRODUCTS:

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING MANUFACTURED PRODUCTS OR CONSUMER PRODUCTS INSTALLED IN OR AROUND THE PROPERTY. BUYER (ON BEHALF OF ITSELF AND ITS SUCCESSORS IN INTEREST) AGREES TO LOOK SOLELY TO THE MANUFACTURER AND NOT TO SELLER CONCERNING WARRANTIES ON ALL SUCH MANUFACTURED PRODUCTS AND CONSUMER PRODUCTS. ALTHOUGH

Buyer's Initials



Seller's Initials

MA

THE MANUFACTURER OF SUCH MANUFACTURED PRODUCTS AND CONSUMER PRODUCTS MAY PROVIDE A WARRANTY, SELLER HAS NO OBLIGATION OR RESPONSIBILITY FOR THE PERFORMANCE OF SUCH PRODUCTS AND APPLIANCES, AND SELLER DOES NOT WARRANT ANY OF THESE ITEMS FOR ANY USE, FITNESS FOR USE, WORKMANSHIP QUALITY OR OTHER PURPOSE. IF A MANUFACTURER'S WARRANTY FOR A MANUFACTURED OR CONSUMER PRODUCT INSTALLED BY SELLER HAS BEEN ISSUED TO SELLER, SELLER HEREBY ASSIGNS TO BUYER, TO BE EFFECTIVE UPON CLOSING, WITHOUT RECOURSE TO SELLER, ALL RIGHTS UNDER SUCH MANUFACTURER'S WARRANTIES, AS ARE ASSIGNABLE, ON MANUFACTURED PRODUCTS AND CONSUMER PRODUCTS INCLUDED IN THE PROPERTY.

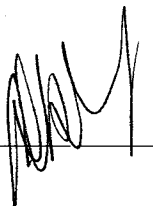
20. **THIRD PARTY LIMITED WARRANTY.** Seller will provide a one year limited warranty (the "**Limited Warranty**") issued by the following third party _____. Buyer acknowledges receipt of a copy of the Limited Warranty terms and conditions, and acknowledges that Buyer has read, understands and approves the Limited Warranty.

21. **NOTICE OF "SUPPLEMENTAL" PROPERTY TAX BILL.** California property law requires the Assessor to revalue real property at the time the ownership of the property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes. The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector. If you have any questions concerning this matter, please call your local Tax Collector's Office.

22. **CERTIFICATE OF WATER HEATER STRAPPING.** Seller hereby certifies that any water heater installed by Seller for Buyer's Residence has been braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion in accordance with the provisions of §§ 19210 et seq. of the California Health and Safety Code.

PJW:ay 02/24/10 G:\Property\11-AGREEMENTS\Purch Agmt & Escrow Inst.doc

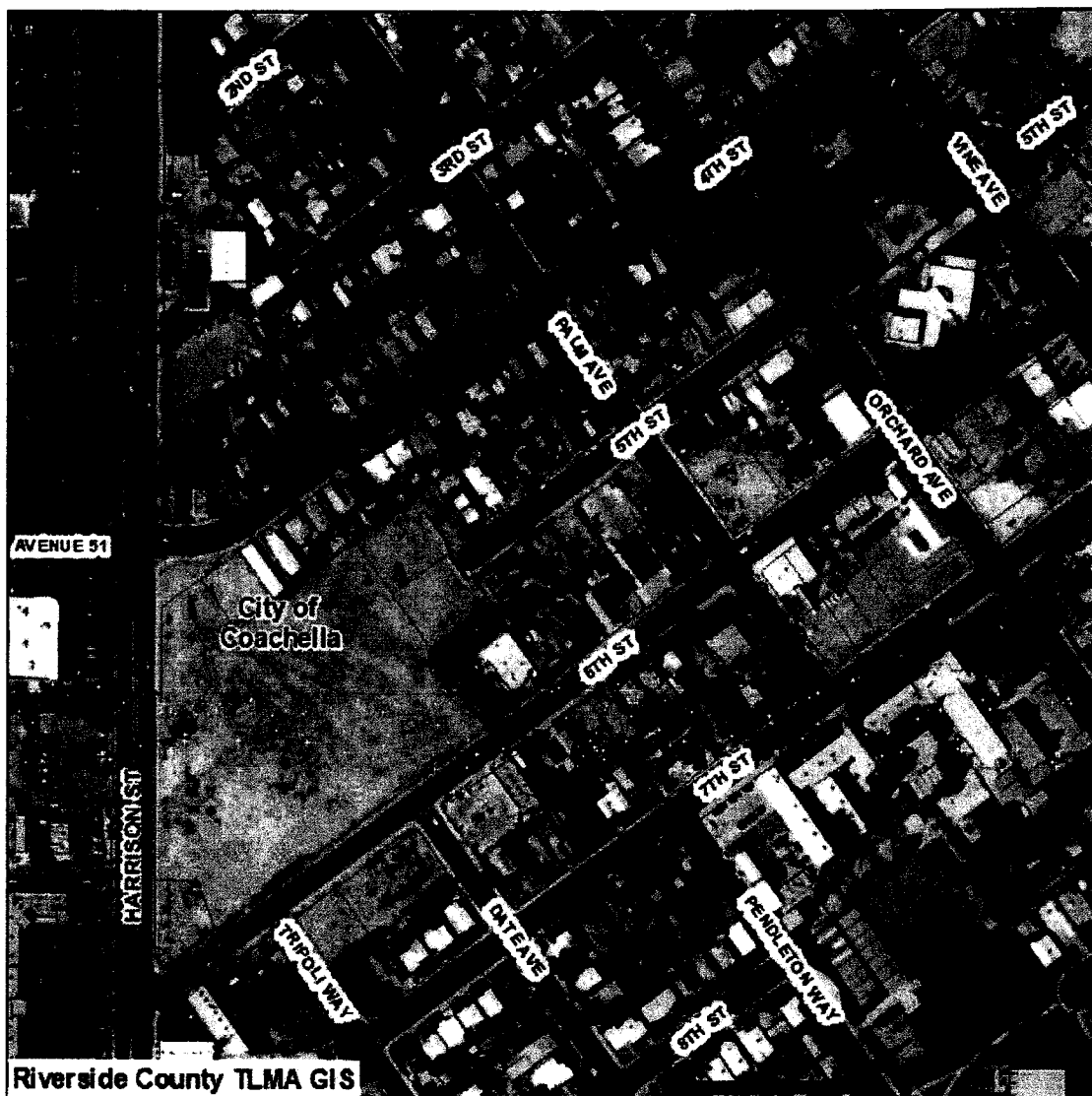
Buyer's Initials



Seller's Initials



RIVERSIDE COUNTY GIS



Selected parcel(s):
778-091-005

IMPORTANT

Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

STANDARD WITH PERMITS REPORT**APNs**

778-091-005-1

OWNER NAME

NOT AVAILABLE ONLINE

ADDRESS

778-091-005

ADDRESS NOT AVAILABLE

MAILING ADDRESS

(SEE OWNER)

1515 6TH ST

GRANT DEED

(behind this page)

OFFICIAL BUSINESS

Document entitled to free recording

Per Government Code Section 6103 and 27383

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Coachella
1515 Sixth Street
Coachella, CA 92236
Attn: David Garcia

APN: 778-091-005

above space for recorder's use only

GRANT DEED

(5th Street and Palm Avenue, Coachella, CA)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic, in its capacity as housing successor to the former Coachella Redevelopment Agency ("Grantor"), hereby grants to the CITY OF COACHELLA, a California municipal corporation ("Grantee"), the real property located in the City of Coachella, County of Riverside, State of California, as more particularly described in that certain legal description attached hereto as Exhibit "A" and incorporated herein by this reference, together with all appurtenant easements and access rights and other rights and privileges appurtenant to the land, and subject only to matters of records ("Property").

1. The Grantee covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property. With respect to familial status, this paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to this paragraph.

2. The Grantee covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, that Grantee, its successors and assigns shall refrain from restricting the rental, sale or lease of the Property on the basis of the race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry of any person. All deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. With respect to familial status, this paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to this paragraph. The foregoing covenants shall run with the land."

(b) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased. With respect to familial status, this paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to this paragraph."

(c) In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and

paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land. With respect to familial status, this paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to this paragraph."

3. All conditions, covenants and restrictions contained in this Grant Deed shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by Grantor, its successors and assigns, against Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof. The covenants contained in this Grant Deed shall not be construed as conditions which might result in forfeiture of title.

4. Every covenant and condition and restriction contained in this Grant Deed shall remain in effect in perpetuity.

5. In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed that Grantor shall be deemed a beneficiary of the agreements and covenants provided hereinabove both for and in its own right and also for the purposes of protecting the interests of the community. All covenants without regard to technical classification or designation shall be binding for the benefit of Grantor, and such covenants shall run in favor of Grantor for the entire period during which such covenants shall be in force and effect, without regard to whether Grantor is or remains an owner of any land or interest therein to which such covenants relate. Grantor shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant.

6. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, limitations, and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on its behalf.

"GRANTOR"

HOUSING AUTHORITY OF THE
COUNTY OF RIVERSIDE, a public
entity, corporate and politic, in its capacity
as housing successor to the former
Coachella Redevelopment Agency

By: _____
Robert Field, Executive Director

Dated: _____

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
COUNTY COUNSEL

By: _____
Jhaila R. Brown,
Deputy County Counsel

EXHIBIT "A"

LEGAL DESCRIPTION

All that certain real property located in the City of Coachella, County of Riverside, State of California, described as follows:

PORTIONS OF LOTS 9 AND 10 OF BLOCK 4 OF MAP OF COACHELLA, IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 49 OF MAPS, OFFICIAL RECORDS OF RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF LOT 11 OF SAID MAP OF COACHELLA; THENCE SOUTH $53^{\circ} 56' 00''$ WEST ALONG THE SOUTHEASTERLY LINES OF SAID LOTS 11 AND 10, A DISTANCE OF 62.50 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH $53^{\circ} 56' 00''$ WEST ALONG THE SOUTHEASTERLY LINES OF LOTS 10 AND 9, A DISTANCE OF 62.50 FEET TO A LINE PARALLEL WITH AND AT A PERPENDICULAR OF 25.00 FEET SOUTHWEST OF THE SOUTHWESTERLY LINE OF SAID LOT 10;

THENCE NORTH $36^{\circ} 04' 00''$ WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 125.00 FEET TO THE SOUTHEAST LINE OF FIFTH STREET AS SHOWN ON SAID MAP OF COACHELLA;

THENCE NORTH $53^{\circ} 56' 00''$ EAST ALONG SAID SOUTHEAST LINE, A DISTANCE OF 62.50 FEET TO A LINE PARALLEL WITH AND AT A PERPENDICULAR DISTANCE OF 12.50 FEET SOUTHWEST OF THE SOUTHWESTERLY LINE OF SAID LOT 11;

THENCE SOUTH $36^{\circ} 04' 00''$ EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 125.00 FEET TO THE TRUE POINT OF BEGINNING.

APN: 778-091-005

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated as of _____, 2015 from the Grantor, THE HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic, in its capacity as housing successor to the former Coachella Redevelopment Agency, granted to the Grantee, the CITY OF COACHELLA, a California municipal corporation, is hereby accepted by resolution of Grantee on _____, 2015 by Resolution No. 2015-009 and Grantee consents to recordation thereof by its duly authorized officer.

"GRANTEE"

CITY OF COACHELLA,
a California municipal corporation

By: _____
Steven Hernandez, Mayor
City of Coachella

ATTEST:

By: _____
Angela M. Zepeda, City Clerk
City of Coachella

APPROVED AS TO FORM:

By: _____
Carlos L. Campos
City Attorney
Best Best & Krieger LLP

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 _____ before me, _____,
a Notary Public, personally appeared _____, who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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 _____ before me, _____,
a Notary Public, personally appeared _____, who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)



11/12/15

kb

NOTICE OF EXEMPTION

October 26, 2015

Project Name: County of Riverside, Resolution No. 2015-019 Authorization to Sell Real Property located in the City of Coachella

Project Number:

Project Location: APN: 778-091-005; 5th Street at Palm Avenue, Coachella, California (see attached exhibit)

Description of Project: The Housing Authority of the County of Riverside (HACR) owns a 7,813 square foot (0.18 acres) vacant parcel located on 5th Street at Palm Avenue, in the City of Coachella, identified as Assessor's Parcel Number 778-091-005, as more specifically described in the legal description attached hereto (Site). The Housing Authority considered developing the Site. After due consideration, it was determined to be too costly for development as a single family home and too small for multi-family housing. Housing Authority staff recommends the sale of the Site as it is no longer needed for Housing Authority use or purposes. The sale of the Site and the use of all disposition proceeds shall occur pursuant to Health and Safety Code Section 34312.3. The land disposition proceeds shall be used to assist a low income housing project.

Name of Public Agency Approving Project: Housing Authority of the County of Riverside, Economic Development Agency

Name of Person or Agency Carrying Out Project: Housing Authority of the County of Riverside

Exempt Status: California Environmental Quality Act (CEQA) Guidelines, Section 15061 (b) (3), General Rule Exemption.

Reasons Why Project is Exempt: The project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below as it can be seen with certainty that there is no possibility the activity in question may have a significant effect on the environment. The proposed project is the conveyance of real property involving merely the transfer of title to the real property which will not have a significant impact on the environment from that previously existing and is therefore exempt under State CEQA Guidelines Section 15061(b)(3), Common Sense, General Rule Exemption. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive biological environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The sale of this vacant lot to

NOV 10 2015

10-1

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8916 • F: 951.955.6486

www.rivcoeda.org

Administration
Aviation
Business Intelligence
Cultural Services
Community Services
Custodial

Housing
Housing Authority
Information Technology
Maintenance
Marketing

Economic Development
Edward-Dean Museum
Environmental Planning
Fair & National Date Festival
Foreign Trade
Graffiti Abatement

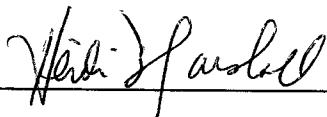
Parking
Project Management
Purchasing Group
Real Property
Redevelopment Agency
Workforce Development

the City of Coachella will not have an effect on the environment and no significant physical environmental impacts are anticipated to occur.

- Section 15061 – General Rule or “Common Sense” Exemption. The State CEQA Guidelines provides this exemption based upon the general rule that CEQA only applies to projects with the potential to cause a significant effect on the environment. It can be seen with certainty that there is no possibility that the activity in question will have a significant effect on the environment because the conveyance is merely a transfer in title to the real property, the transfer will not prompt or require any construction activities and would not lead to any direct or reasonably foreseeable indirect physical environmental impacts. The vacant land will not increase any potential environmental impacts. The use and operation of the site will be substantially the same as before and this vacant lot will not create any new environmental impacts to the surrounding area. Therefore, in no way would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency 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.

Signed: _____



Date: _____

10/26/2015

Heidi Marshall, Deputy Executive Director
County of Riverside, Economic Development Agency

LEGAL DESCRIPTION

All that certain real property located in the City of Coachella, County of Riverside, State of California, described as follows:

PORTIONS OF LOTS 9 AND 10 OF BLOCK 4 OF MAP OF COACHELLA, IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 49 OF MAPS, OFFICIAL RECORDS OF RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF LOT 11 OF SAID MAP OF COACHELLA; THENCE SOUTH $53^{\circ} 56' 00''$ WEST ALONG THE SOUTHEASTERLY LINES OF SAID LOTS 11 AND 10, A DISTANCE OF 62.50 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH $53^{\circ} 56' 00''$ WEST ALONG THE SOUTHEASTERLY LINES OF LOTS 10 AND 9, A DISTANCE OF 62.50 FEET TO A LINE PARALLEL WITH AND AT A PERPENDICULAR OF 25.00 FEET SOUTHWEST OF THE SOUTHWESTERLY LINE OF SAID LOT 10;

THENCE NORTH $36^{\circ} 04' 00''$ WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 125.00 FEET TO THE SOUTHEAST LINE OF FIFTH STREET AS SHOWN ON SAID MAP OF COACHELLA;

THENCE NORTH $53^{\circ} 56' 00''$ EAST ALONG SAID SOUTHEAST LINE, A DISTANCE OF 62.50 FEET TO A LINE PARALLEL WITH AND AT A PERPENDICULAR DISTANCE OF 12.50 FEET SOUTHWEST OF THE SOUTHWESTERLY LINE OF SAID LOT 11;

THENCE SOUTH $36^{\circ} 04' 00''$ EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 125.00 FEET TO THE TRUE POINT OF BEGINNING.

APN: 778-091-005

FORM APPROVED COUNTY CLERK
 BY: GREGORY P. PRIAMOS
 DATE: 4/17/15

**SUBMITTAL TO THE BOARD OF COMMISSIONERS
 HOUSING AUTHORITY
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

729
A



FROM: Housing Authority

SUBMITTAL DATE:
 April 16, 2015

SUBJECT: Resolution No. 2015-008, Notice of Intention to Sell Real Property located in the City of Coachella, District 4, [\$5,500]; 100% Riverside County Housing Successor 2006 Series A Taxable Bond Funds

RECOMMENDED MOTION: That the Board of Commissioners:

1. Adopt Resolution No. 2015-008, Notice of Intention to Sell Real Property identified as Assessor's Parcel Number 778-091-005 located in the City of Coachella, and setting a public hearing date in accordance with Health and Safety Code Section 34312.3;
2. Authorize the Housing Authority to negotiate the sale of 7,813 square feet (0.18 acres) of vacant land to the City of Coachella and to incur typical transaction costs including staff time, appraisal cost, title insurance and other due diligence costs of \$5,500; and
3. Authorize and Direct the Clerk of the Board to give notice in accordance with Government Code Section 6066.

BACKGROUND:

Summary

(Commences on Page 2)

Robert Field
 Executive Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 5,500	\$ 0	\$ 5,500	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Riverside County Housing Successor 2006 Series A Taxable Bond Funds

Budget Adjustment: No
For Fiscal Year: 2014/2015

C.E.O. RECOMMENDATION:

APPROVE

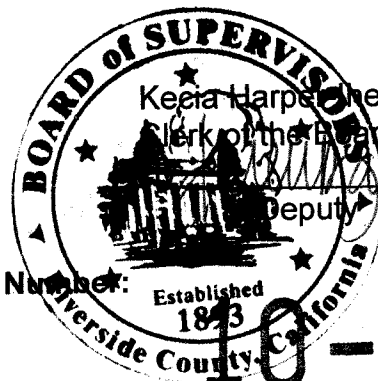
BY:
 Rohini Dasika

County Executive Office Signature

MINUTES OF THE HOUSING AUTHORITY BOARD OF COMMISSIONERS

On motion of Commissioner Ashley, seconded by Commissioner Tavaglione and duly carried, IT WAS ORDERED that the above matter is approved as recommended, and is set for public meeting on or after May 19, 2015 at 10:30 a.m.

Ayes: Jeffries, Tavaglione, Washington and Ashley
 Nays: None
 Absent: Benoit
 Date: April 28, 2015
 xc: Housing Authority



Prev. Agn. Ref.: 6-4-13 10.1

District: 4

Agenda Number:

10-2

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY:
 Esteban Hernandez

Positions Added ☐
 Change Order ☐
 4/5 Vote ☐

SUBMITTAL TO THE BOARD OF COMMISSIONERS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Housing Authority

FORM 11: Resolution No. 2015-008, Notice of Intention to Sell Real Property located in the City of Coachella, District 4, [\$5,500]; 100% Riverside County Housing Successor 2006 Series A Taxable Bond Funds

DATE: April 16, 2015

PAGE: 2 of 2

BACKGROUND:

Summary

On January 25, 2012, pursuant to Health and Safety Code 34176, the City of Coachella elected not to retain responsibility for the housing assets and functions of the former Coachella Redevelopment Agency (Former RDA), thus transferring these assets and functions to the Housing Authority of the County of Riverside (Housing Authority).

On June 4, 2013, the Board of Commissioners of the Housing Authority approved and authorized a Memorandum of Understanding (MOU) between the Housing Authority and the City of Coachella. The MOU, among other things, accepted the transfer of housing assets and functions of the Former RDA under a reservation of rights to the Housing Authority.

One of the transferred housing assets includes a vacant parcel consisting of 7,813 square feet (0.18 acres), located on 5th Street at Palm Avenue, in the City of Coachella, identified as Assessor's Parcel Number 778-091-005 (Site).

This Housing Authority considered developing the Site. After due consideration, it was determined to be too costly for development as a single family home and too small for multi-family housing. The Housing Authority proceeded to offer the site for sale. An independent appraisal conducted by Lidgard and Associates Inc., determined the fair market value of the Site to be \$12,000. The City of Coachella is interested in acquiring the site to be used for a public purpose. The sale of the Site and the use of all disposition proceeds shall occur pursuant to Health and Safety Code Section 34312.3.

Impact on Citizens and Businesses

The sale will have a positive impact on the citizens and businesses of the City of Coachella as the City anticipates using the land for a public purpose. The net sale proceeds will be used by the Housing Authority for affordable housing purposes within the County of Riverside.

SUPPLEMENTAL:

Additional Fiscal Information

No impact upon the Housing Authority's General Fund. Typical transaction costs paid by the Housing Authority will be fully funded with 2006 Series A Taxable Housing Bonds. No budget adjustment is necessary.

Contract History and Price Reasonableness

Not applicable at this time as this is a notice of intention to sell.

Attachment: Resolution No. 2015-008

Site Map

2
3 **RESOLUTION NO. 2015-008**
4 **NOTICE OF INTENTION TO SELL REAL PROPERTY**
5 **LOCATED AT 5TH STREET AND PALM AVENUE**
6 **CITY OF COACHELLA, CALIFORNIA**
7 **(Assessor's Parcel Number 778-091-005)**
8

9 **WHEREAS**, Health and Safety Code Section 34312.3 allows housing authorities
10 to sell housing projects, after a public hearing, so long as the proceeds of any sale, net
11 the cost of sale, are used directly to assist a housing project pursuant to Health and
12 Safety Code Section 34312.3 for persons of low income, and the funds in any trust
13 fund established pursuant to Health and Safety Code Section 34312.3(f) are used
14 directly to assist housing units for persons of very low income;

15 **WHEREAS**, the Housing Authority of the County of Riverside ("Housing
16 Authority") owns vacant land consisting of 7,813 square feet (0.18 acres), located on
17 5th Street at Palm Avenue, in the City of Coachella, identified by Assessor's Parcel
18 Number 778-091-005 ("Property"). The Property is a housing project pursuant to Health
19 and Safety Code Section 34312.3;

20 **WHEREAS**, a fee simple interest in the Property was transferred to the Housing
21 Authority in its capacity as "housing successor" to the former Coachella
22 Redevelopment Agency pursuant to Health and Safety Code Section 34176 which was
23 added by the Redevelopment Dissolution Act (Assembly Bill X 1 26 which added Parts
24 1.8 and 1.85 to Division 24 of the Health and Safety Code, including amendments
25 thereto);

26 **WHEREAS**, the Housing Authority is unable to develop the Property as
27 affordable housing and desires to sell the Property to the City of Coachella for the
28 purchase price of Twelve Thousand Dollars (\$12,000) to be used for a public purpose;

1 **WHEREAS**, the net sale proceeds will be used for affordable housing purposes
2 pursuant to Health and Safety Code Section 34312.3; and

3 **WHEREAS**, the City of Coachella and the Housing Authority concur that it would
4 be in both parties best interest to convey the Property to the City of Coachella.

5 **NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by
6 the Board of Commissioners of the Housing Authority of the County of Riverside in
7 regular session assembled April 28, 2015 and **NOTICE IS HEREBY GIVEN**, pursuant
8 to Section 34312.3 of the Health and Safety Code, that this Board at its public meeting
9 on or after May 12, 2015 at 10:30 a.m. in the meeting room of the Board of
10 Commissioners located on the 1st floor of the County Administrative Center, 4080
11 Lemon Street, Riverside, California, intends to authorize a transaction in which the
12 Housing Authority of the County of Riverside will convey to the City of Coachella, by
13 Grant Deed, that certain real property located at 5th Street and Palm Avenue in the City
14 of Coachella, County of Riverside, California, consisting of an approximately 7,813
15 square foot (0.18 acre), identified as Assessor's Parcel Number 778-091-005, as more
16 particularly described on Exhibit "A" attached hereto and incorporated herein by this
17 reference ("Property"), for a purchase price of Twelve Thousand Dollars (\$12,000.00).

18 **BE IT FURTHER RESOLVED AND DETERMINED** that the Housing Authority of
19 the County of Riverside anticipates expending approximately Five Thousand Five
20 Hundred Dollars (\$5,500.00) for typical transaction costs including staff time, appraisal
21 costs, title insurance and other due diligence relating to the sale of Property.

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 **BE IT FURTHER RESOLVED AND DETERMINED** that the Clerk of the Board
2 of Commissioners is directed to give notice hereof as provided in Section 6066 of the
3 Government Code.

4 ///

5 ///

6 ///

ROLL CALL:

7 Ayes: Jeffries, Tavaglione, Washington and Ashley

8 Nays: None

Absent: Benoit

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

11 KECIA HARPER-IHEM, Clerk of said Board

12 By *Kecia Harper-Ihem*

13 Deputy

EXHIBIT A
LEGAL DESCRIPTION

All that certain real property situated in the City of Coachella, County of Riverside, State of California, described as follows:

PORTIONS OF LOTS 9 AND 10 OF BLOCK 4 OF MAP OF COACHELLA, IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 49 OF MAPS, OFFICIAL RECORDS OF RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF LOT 11 OF SAID MAP OF COACHELLA; THENCE SOUTH 53° 56' 00" WEST ALONG THE SOUTHEASTERLY LINES OF SAID LOTS 11 AND 10, A DISTANCE OF 62.50 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 53° 56' 00" WEST ALONG THE SOUTHEASTERLY LINES OF LOTS 10 AND 9, A DISTANCE OF 62.50 FEET TO A LINE PARALLEL WITH AND AT A PERPENDICULAR OF 25.00 FEET SOUTHWEST OF THE SOUTHWESTERLY LINE OF SAID LOT 10;

THENCE NORTH 36° 04' 00" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 125.00 FEET TO THE SOUTHEAST LINE OF FIFTH STREET AS SHOWN ON SAID MAP OF COACHELLA;

THENCE NORTH 53° 56' 00" EAST ALONG SAID SOUTHEAST LINE, A DISTANCE OF 62.50 FEET TO A LINE PARALLEL WITH AND AT A PERPENDICULAR DISTANCE OF 12.50 FEET SOUTHWEST OF THE SOUTHWESTERLY LINE OF SAID LOT 11;

THENCE SOUTH 36° 04' 00" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 125.00 FEET TO THE TRUE POINT OF BEGINNING.

APN: 778-091-005-1

SITE MAP

SUBJECT PROPERTY



Aerial view of the subject property located on the southerly side of 5th Street, beginning 212.50 feet westerly of Palm Avenue, within the City of Coachella.

APN: 778-091-005



OFFICE OF
CLERK OF THE BOARD OF SUPERVISORS
1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147
PHONE: (951) 955-1060
FAX: (951) 955-1071

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

April 30, 2015

THE DESERT SUN
ATTN: LEGALS
P.O. BOX 2734
PALM SPRINGS, CA 92263

FAX (760) 778-4731
E-MAIL: legals@thedesertsun.com

RE: NOTICE OF PUBLIC MEETING: RESOLUTION NO. 2015-008

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **TWO (2) TIMES** on **2 consecutive Sundays: May 3 and May 10, 2015.**

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office, WITH TWO CLIPPINGS OF THE PUBLICATION.

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

Cecilia Gil

Board Assistant to:
KECIA HARPER-IHEM, CLERK OF THE BOARD

Gil, Cecilia

From: Moeller, Charlene <CMOELLER@palmspri.gannett.com>
Sent: Thursday, April 30, 2015 8:47 AM
To: Gil, Cecilia
Subject: RE: FOR PUBLICATION: Res. No. 2015-008

Good Morning ☺

Ad received and will publish on date(s) requested.

Charlene Moeller | Customer Care Representative / Legals

The Desert Sun Media Group
750 N. Gene Autry Trail, Palm Springs, CA 92262
t 760.778.4578 | f 760.778.4528
legals@thedesertsun.com / dpwlegals@thedesertsun.com

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This email and any files transmitted with it are confidential and intended for the individual to whom they are addressed. If you have received this email in error, please notify the sender and delete the message from your system

From: Gil, Cecilia [<mailto:CCGIL@rcbos.org>]
Sent: Thursday, April 30, 2015 8:03 AM
To: Email, TDS-Legals
Subject: FOR PUBLICATION: Res. No. 2015-008

Good morning! Attached is a Notice of Public Meeting, for publication on 2 Sundays: May 3 and May 10, 2015. Please confirm. THANK YOU!

Cecilia Gil
Board Assistant
Clerk of the Board
951-955-8464
MS# 1010

NOTICE OF PUBLIC MEETING BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE

RESOLUTION NO. 2015-008

**NOTICE OF INTENTION TO SELL REAL PROPERTY
LOCATED AT 5TH STREET AND PALM AVENUE
CITY OF COACHELLA, CALIFORNIA
(Assessor's Parcel Number 778-091-005)**

WHEREAS, Health and Safety Code Section 34312.3 allows housing authorities to sell housing projects, after a public hearing, so long as the proceeds of any sale, net the cost of sale, are used directly to assist a housing project pursuant to Health and Safety Code Section 34312.3 for persons of low income, and the funds in any trust fund established pursuant to Health and Safety Code Section 34312.3(f) are used directly to assist housing units for persons of very low income;

WHEREAS, the Housing Authority of the County of Riverside ("Housing Authority") owns vacant land consisting of 7,813 square feet (0.18 acres), located on 5th Street at Palm Avenue, in the City of Coachella, identified by Assessor's Parcel Number 778-091-005 ("Property"). The Property is a housing project pursuant to Health and Safety Code Section 34312.3;

WHEREAS, a fee simple interest in the Property was transferred to the Housing Authority in its capacity as "housing successor" to the former Coachella Redevelopment Agency pursuant to Health and Safety Code Section 34176 which was added by the Redevelopment Dissolution Act (Assembly Bill X 1 26 which added Parts 1.8 and 1.85 to Division 24 of the Health and Safety Code, including amendments thereto);

WHEREAS, the Housing Authority is unable to develop the Property as affordable housing and desires to sell the Property to the City of Coachella for the purchase price of Twelve Thousand Dollars (\$12,000) to be used for a public purpose;

WHEREAS, the net sale proceeds will be used for affordable housing purposes pursuant to Health and Safety Code Section 34312.3; and

WHEREAS, the City of Coachella and the Housing Authority concur that it would be in both parties best interest to convey the Property to the City of Coachella.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Commissioners of the Housing Authority of the County of Riverside in regular session assembled April 28, 2015 and NOTICE IS HEREBY GIVEN, pursuant to Section 34312.3 of the Health and Safety Code, that this Board at its public meeting on or after May 19, 2015 at 9:00 a.m. in the meeting room of the Board of Commissioners located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, intends to authorize a transaction in which the Housing Authority of the County of Riverside will convey to the City of Coachella, by Grant Deed, that certain real property located at 5th Street and Palm Avenue in the City of Coachella, County of Riverside, California, consisting of an approximately 7,813 square foot (0.18 acre), identified as Assessor's Parcel Number 778-091-005, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Property"), for a purchase price of Twelve Thousand Dollars (\$12,000.00).

BE IT FURTHER RESOLVED AND DETERMINED that the Housing Authority of the County of Riverside anticipates expending approximately Five Thousand Five Hundred Dollars (\$5,500.00) for typical transaction costs including staff time, appraisal costs, title insurance and other due diligence relating to the sale of Property.

BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of Commissioners is directed to give notice hereof as provided in Section 6066 of the Government Code.

EXHIBIT A
LEGAL DESCRIPTION

All that certain real property situated in the City of Coachella, County of Riverside, State of California, described as follows:

PORTIONS OF LOTS 9 AND 10 OF BLOCK 4 OF MAP OF COACHELLA, IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 49 OF MAPS, OFFICIAL RECORDS OF RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS:

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THENCE CONTINUING SOUTH 53° 56' 00" WEST ALONG THE SOUTHEASTERLY LINES OF LOTS 10 AND 9, A DISTANCE OF 62.50 FEET TO A LINE PARALLEL WITH AND AT A PERPENDICULAR OF 25.00 FEET SOUTHWEST OF THE SOUTHWESTERLY LINE OF SAID LOT 10;

THENCE NORTH 36° 04' 00" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 125.00 FEET TO THE SOUTHEAST LINE OF FIFTH STREET AS SHOWN ON SAID MAP OF COACHELLA;

THENCE NORTH 53° 56' 00" EAST ALONG SAID SOUTHEAST LINE, A DISTANCE OF 62.50 FEET TO A LINE PARALLEL WITH AND AT A PERPENDICULAR DISTANCE OF 12.50 FEET SOUTHWEST OF THE SOUTHWESTERLY LINE OF SAID LOT 11;

THENCE SOUTH 36° 04' 00" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 125.00 FEET TO THE TRUE POINT OF BEGINNING.

ROLL CALL:

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: Benoit

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on April 28, 2015.

KECIA HARPER-IHEM, Clerk of said Board

By: Cecilia Gil, Board Assistant

Any person affected by the above matter(s) may submit written comments to the Clerk of the Board before the public meeting or may appear and be heard in support of or opposition to the project at the time of the meeting. If you challenge the above item(s) in court, you may be limited to raising only those issues you or someone else raised at the public meeting described in this notice, or in written correspondence, to the Board of Supervisors at, or prior to, the public meeting.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147.

Dated: April 30, 2015

Kecia Harper-Ihem, Clerk of the Board
By: Cecilia Gil, Board Assistant

Gil, Cecilia

From: Brown, Jhaila <JBrown@rivcoeda.org>
Sent: Thursday, April 23, 2015 2:03 PM
To: Eliseo, George; Gil, Cecilia
Cc: Harper-Ihem, Kecia; Rector, Kimberly
Subject: RE: Res. 2015-008

Cecilia,

Per our discussion earlier, please publish the notice in the Desert Sun, a newspaper of general circulation that will also cover the Coachella area. In order to satisfy the noticing requirements of Government Code section 6066, the request for authorization to sell the property will be pushed to May 19th. The resolution as currently drafted states May 12th. You will revise the resolution to provide for May 19th. You will also schedule the publications to occur on May 3rd and May 10th.

Please contact George Eliseo with any questions.

Sincerely,

JHAILA R. BROWN
Deputy County Counsel
County of Riverside
Phone: (951) 955-2545
Fax: (951) 955-9177
Email: jbrown@rivcoeda.org



NOTICE: This communication is intended for the use of the individual or entity to which it is addressed and may contain attorney/client information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this communication is not the intended recipient or the employee or agent responsible for delivering this communication to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by reply email or by telephone and immediately delete this communication and all its attachments.

From: Eliseo, George
Sent: Thursday, April 23, 2015 1:42 PM
To: Brown, Jhaila; Gil, Cecilia
Cc: Harper-Ihem, Kecia; Rector, Kimberly
Subject: RE: Res. 2015-008

That's fine, I think the Desert Sun is the only game in town out there. You okay with the dates?