

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS DATE 11/25/15

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

145



**FROM:** Housing Authority

**SUBMITTAL DATE:**  
 December 3, 2015

**SUBJECT:** Resolution No. 2015-021, Authorization of Acceptance of Conveyance of Fee Simple Interest in Real Property Located in the City of Jurupa Valley to the Housing Authority of the County of Riverside and Approval of Cooperation Agreement, CEQA Exempt, District 2, [\$19,375] 100% Low and Moderate Income Housing Asset Funds

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

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3);
2. Adopt Resolution No. 2015-021, Authorization to Accept and Acquire Fee Simple Interest in real property located in the City of Jurupa Valley, County of Riverside, identified as Assessor's Parcel Number 181-030-010 (Property), from the County of Riverside;

(Continued)

Robert Field  
 Executive Director

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: Susana Garcia-BoCanegra 12/3/15

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 19,375	\$ 0	\$ 19,375	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> Housing Authority Low and Moderate Income Housing Asset Funds				<b>Budget Adjustment:</b> No	
				<b>For Fiscal Year:</b> 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 Tavaglione, seconded by Commissioner Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Tavaglione, Washington, Benoit and Ashley  
 Nays: None  
 Absent: Jeffries  
 Date: December 15, 2015  
 xc: Housing Authority

Kecja Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy

A-30  
 4/5 Vote  
 Positions Added  
 Change Order

Prev. Agn. Ref.: 3.6 of 9/22/15      District: 2      Agenda Number:

10-3

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

Housing Authority

**FORM 11:** Resolution No. 2015-021, Authorization of Acceptance of Conveyance of Fee Simple Interest in Real Property Located in the City of Jurupa Valley to the Housing Authority of the County of Riverside and Approval of Cooperation Agreement, CEQA Exempt, District 2, [\$19,375] 100% Low and Moderate Income Housing Asset Funds

**DATE:** December 3, 2015

**PAGE:** 2 of 3

**RECOMMENDED MOTION:** (Continued)

3. Approve the attached Cooperation Agreement, including all attachments, between the County of Riverside and the Housing Authority of the County of Riverside, and authorize the Chairman of the Board of Commissioners to execute the Cooperation Agreement;
4. Approve the attached Certificate of Acceptance and Authorize the Chairman of the Board to execute the attached Certificate of Acceptance;
5. Authorize reimbursement to the County of Riverside Economic Development Agency/Real Estate Division (County EDA/Real Estate Division) for costs incurred for conveyance expenses. The amount to be reimbursed to the County EDA/Real Estate Division shall not exceed \$19,375 in due diligence expenses and staff time; and
6. Authorize the Executive Director of the Housing Authority, or designee, to take all necessary steps to implement the acquisition of the Property from the County of Riverside and the Cooperation Agreement, including, but not limited to, signing subsequent necessary and relevant documents, subject to approval by County Counsel.

**BACKGROUND:**

**Summary**

Pursuant to Government Code Section 25365, the County of Riverside (County) may grant or convey, any interest in real property belonging to the County to another public agency, upon the terms and conditions as agreed upon between the parties without complying with any other provisions of the Government Code if the property interest to be conveyed is not required for County use or purposes. Also, pursuant to Health and Safety Code Section 34510, the County upon the terms and with or without consideration as the County determines, may convey any of its property to a housing authority.

The County is the owner of certain real property consisting of approximately 2.15 acres of land, located in the City of Jurupa Valley, identified as Assessor's Parcel Number 181-030-010, (Property). The County has determined that the Property is not required for County uses or purposes. The Housing Authority of the County of Riverside (Housing Authority) is a public entity, corporate and politic that provides federally subsidized housing and housing assistance to low-income families. Pursuant to Health and Safety Code Section 34312 the Housing Authority may acquire property for persons of low income. The Housing Authority has requested that the Property be conveyed by the County to the Housing Authority to supplement land for a potential low income housing development in Jurupa Valley. The Housing Authority currently owns the contiguous vacant parcels surrounding the Property. The proposed transfer of the Property from the County to the Housing Authority is memorialized in the attached proposed Cooperation Agreement.

(Continued)

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

Housing Authority

**FORM 11:** Resolution No. 2015-021, Authorization of Acceptance of Conveyance of Fee Simple Interest in Real Property Located in the City of Jurupa Valley to the Housing Authority of the County of Riverside and Approval of Cooperation Agreement, CEQA Exempt, District 2, [\$19,375] 100% Low and Moderate Income Housing Asset Funds

**DATE:** December 3, 2015

**PAGE:** 3 of 3

**BACKGROUND:**

**Summary**

(Continued)

Pursuant to the California Environmental Quality Act (CEQA), the acquisition of the Property was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15061 (b)(3), common sense, general rule exemption. 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 acquisition is merely a transfer in title to the real property from one public agency to another, the transfer will not prompt or require any construction or development activities and would not lead to any direct or reasonably foreseeable indirect physical environmental impacts. County staff will file a Notice of Exemption within five days of Board approval of the Property acquisition and the Cooperation Agreement.

The acquisition of the Property will transfer the responsibility of weed abatement and land maintenance of the Property to the Housing Authority.

Resolution No. 2015-021, the Cooperation Agreement, Grant Deed and the Certificate of Acceptance have been approved as to form by County Counsel. Housing Authority staff recommends approval of Resolution No 2015-021, the Cooperation Agreement, Grant Deed and the Certificate of Acceptance.

**Impact on Citizens and Businesses**

The conveyance of the Property to the Housing Authority will have a positive impact on the City of Jurupa Valley as it will create the opportunity for future potential development of affordable housing in the area.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The anticipated cost of the transfer of the Property is \$19,375, in which Housing Authority will pay to County of Riverside on a reimbursement basis for staff time and hard costs associated with the transfer of Property.

**Attachments**

Resolution No. 2015-021

Cooperation Agreement

Certificate of Acceptance

Aerial Image

3  
4 RESOLUTION NO. 2015-021

5 AUTHORIZATION TO ACCEPT AND ACQUIRE FEE SIMPLE INTEREST IN  
6 REAL PROPERTY LOCATED IN THE CITY OF JURUPA VALLEY,  
7 COUNTY OF RIVERSIDE, IDENTIFIED AS ASSESSOR'S PARCEL NUMBER  
8 181-030-010, FROM THE COUNTY OF RIVERSIDE

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11 WHEREAS, the County of Riverside, a political subdivision of the State of  
12 California ("County") is the owner of certain real property consisting of approximately  
13 2.15 acres of vacant land, located in the City of Jurupa Valley, County of Riverside,  
14 State of California, identified by Assessor's Parcel No. 181-030-010, as described in  
15 the legal description attached hereto as Exhibit "A" and incorporated herein by this  
16 reference ("Property"), which is no longer needed for County use or purposes;

17 WHEREAS, the Housing Authority of the County of Riverside, a public entity,  
18 corporate and politic ("Housing Authority") is organized and existing under the Housing  
19 Authorities Law (commencing at Section 34200 of the California Health and Safety  
20 Code), and authorized to transact business and exercise the powers of a housing  
21 authority;

22 WHEREAS, pursuant to Government Code section 25365, the County may  
23 grant or convey, any interest in real property belonging to the County to another public  
24 agency, upon the terms and conditions as are agreed upon between the parties without  
25 complying with any other provisions of the Government Code if the property interest to  
26 be conveyed is not required for County use or purposes;

27 WHEREAS, pursuant to Section 34510 of the Housing Authorities Law, the  
28 County may sell the Property to the Housing Authority;

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WHEREAS, pursuant to Section 34312 of the Housing Authorities Law, within its area of operation, the Housing Authority may acquire property for persons of low income;

WHEREAS, the Housing Authority desires to acquire the Property from County for potential future development of low income housing in the Jurupa Valley area of the County of Riverside pursuant to the terms of the proposed Cooperation Agreement ("Cooperation Agreement") attached hereto as Exhibit "B" and incorporated herein by this reference;

WHEREAS, the Housing Authority has reviewed and determined that the acquisition of the Property is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3) because the proposed project is merely the transfer of title to real property and does not involve construction or development; therefore, no significant impact on the environment will occur; and

WHEREAS, the Board of Commissioners of the Housing Authority has duly considered all terms of the Cooperation Agreement and the agenda report presented to it by staff, and believes that the acquisition of the Property is in the best interest of the Housing Authority and the County of Riverside, and the health, safety, morals and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law and requirements.

NOW THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the Board of Commissioners of the Housing Authority of the County of Riverside ("Board"), in regular session assembled on December 15, 2015, at 9:00 a.m. or soon thereafter, in the meeting room of the Board of Commissioners located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, as follows:

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1. That the foregoing recitals are true and correct and incorporated into this Resolution.
2. The Board, based upon a review of the evidence and information presented on the matter as it relates to the acquisition, has determined that the proposed acquisition of the Property by the Housing Authority is categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3) because 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 acquisition is merely a transfer in title to the real property, the transfer will not prompt or require any construction or development activities and would not lead to any direct or reasonably foreseeable indirect physical environmental impacts.
3. The Board approves and authorizes the acquisition of the real property consisting of 2.15 acres of land, located in the City of Jurupa Valley, County of Riverside, State of California, identified by Assessor's Parcel Number 181-030-010, more particularly described in Exhibit "A" Legal Description attached hereto and incorporated herein by this reference ("Property"). Accordingly, the Board hereby approves the Cooperation Agreement between the County of Riverside and Housing Authority, including all attachments, attached hereto as Exhibit "B" and incorporated herein by this reference.
4. The Chairman of the Board of Commissioners of the Housing Authority is hereby authorized to execute the Cooperation Agreement, and the Certificate of Acceptance attached to the Cooperation Agreement.
5. The Housing Authority Executive Director, or designee, is hereby authorized to sign all documents necessary and appropriate to carry out and implement the acquisition of the Property and the Cooperation Agreement, and to administer the Housing Authority's obligations, responsibilities, and duties to

BY: *Shirley K. Brown* 11-24-15  
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be performed under said Cooperation Agreement, subject to approval as to form by County Counsel.

- 6. The County Economic Development Agency/Real Estate Division shall be reimbursed for due diligence costs and staff time in the not to exceed total amount of \$19,375.

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ROLL CALL:

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

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 *Kecia Harper-Ihem*  
 Deputy

EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY

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

The portions of Lots 7 and 8 of T.M. Parson's Subdivision, as shown by Map on file in Book 1, Pages 68 of Maps, in the Office of the County Recorder of San Bernardino County, California, described as follows:

Beginning at the intersection of the curved Northerly line of Tilton Avenue, as shown by Map of Mayfair Square, Unit 1, on file in Book 39, Page 51 of Maps, in the Office of the County Recorder of Riverside County, California, with the Southeasterly line of the Parcel described in deed from Martin O. Thorson and Minnie Thorson to West Riverside School District, recorded May 14, 1948, in Book 912, Page 71 of Official Records of Riverside County, said parcel being that shown by map filed on April 15, 1948 in Book 15, Page 78, Records of Survey, in the Office of the County Recorder of Riverside County, and said Southeasterly line being parallel with and 34.47 feet Northwesterly of the Southeasterly line of said Lot 8;

Thence North  $33^{\circ} 47' 20''$  East on the Southeasterly line of the parcel described in said deed a distance of 514.06 feet;

Thence South  $56^{\circ} 27' 10''$  East 305.89 feet to the Southeasterly line of said Lot 7, being the Northeasterly prolongation of the Northwesterly line of Lots D and 9 of said Mayfair Square, Unit 1;

Thence South  $33^{\circ} 46' 30''$  West along the Southeasterly line of said Lot 7 and the Northwesterly lines of Lots D and 9 of said Mayfair Square, Unit 1, a distance of 340.83 feet to the Northeasterly line of said Tilton Avenue;

Thence North  $56^{\circ} 29' 40''$  West along said Northeasterly line of Tilton Avenue a distance of 11.84 feet, more or less, to the beginning of a curve in said line, concave Southeasterly and having a radius of 338 feet, which passes, through the point of beginning.

Thence Westerly on the arc of said curve through a central angle of  $60^{\circ} 46' 50''$  a distance of 358.56 feet to the point of beginning.

Said land is also described by Certificate of Compliance No. 07021, executed by The City of Jurupa Valley Planning Department and recorded April 24, 2014 as Instrument No. 2014-149073 of Official Records Riverside County, California.



**EXHIBIT "B"**  
**COOPERATION AGREEMENT**

COPY

## COOPERATION AGREEMENT

(APN 181-030-010, Jurupa Valley, County of Riverside)

This COOPERATION AGREEMENT ("Agreement") is dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the County of Riverside, a political subdivision of the State of California ("County"), and the Housing Authority of the County of Riverside, a public entity corporate and politic ("Housing Authority"), and is made with reference to the following facts:

### RECITALS

- A. The Housing Authority is a public entity that provides federally subsidized housing and housing assistance to low-income families within the County of Riverside and is subject to the requirements of Title 24 of the Code of Federal Regulations and the Housing Authorities Law (Part 2 of Division 24 of the California Health and Safety Code commencing with Section 34200 et seq.).
- B. The County owns certain real property consisting of approximately 2.15 acres of vacant real property, identified with Assessor's Parcel Number 181-030-010, located in the City of Jurupa Valley, County of Riverside, State of California, described in the legal description attached hereto as Exhibit "A" and incorporated herein by this reference ("Property") which is no longer needed for County's use or purposes.
- C. Pursuant to Government Code Section 25365, the County may grant or convey, any interest in real property belonging to the County to another public agency, upon the terms and conditions as are agreed upon between the parties without complying with any other provisions of the Government Code if the property interest to be conveyed is not required for County use or purposes.
- D. Pursuant to Sections 34509 and 34510 of the Housing Authorities Law, for the purpose of aiding and cooperating in the planning, undertaking, construction or operation of housing projects located within the area in which it is authorized to act, the County, upon the terms and with or without consideration as the County determines, may sell the Property to the Housing Authority.
- E. Pursuant to Section 34312 of the Housing Authorities Law, within its area of operation, the Housing Authority may acquire property for persons of low income.
- F. Pursuant to Sections 34311 and 34515 of the Housing Authorities Law, the County may enter

into agreements with the Housing Authority respecting action to be taken by the County pursuant to the powers granted by Chapter 2 of the Housing Authorities Law and the Housing Authority may execute contracts and other instruments necessary or convenient to the exercise of its powers.

- G. The County desires to aid and cooperate with the Housing Authority by conveying the Property to the Housing Authority and the Housing Authority desires to acquire the Property from the County so the Housing Authority may supplement land for potential development of low income housing in the Jurupa Valley area of Riverside County pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the Housing Authority hereby agree as follows:

### TERMS

1. Recitals. The above recitals are true and correct and incorporated herein.
2. Conveyance of Property. In accordance with the Housing Authorities Law and in consideration for utilizing the Property for low income housing purposes, on a date mutually acceptable to the parties herein, but in no event no later than January 31, 2015, the County shall convey all of its right, title and interest in and to the Property to the Housing Authority pursuant to a Grant Deed, substantially in the form of the Grant Deed attached hereto as Exhibit "B" and incorporated herein by this reference, evidencing the conveyance of the Property. The Housing Authority shall execute the Certificate of Acceptance attached to the Grant Deed evidencing the Housing Authority's acceptance of the conveyance. Each party shall itself bear any costs it incurs in the conveyance of the Property.
3. No Third Party Beneficiaries. No term or provision of this Agreement shall be for the benefit, directly or indirectly, of any person, firm, organization, entity or corporation not a party to this Agreement, and no such person, firm, organization, entity or corporation shall have right or cause of action hereunder.
4. Further Documents. The parties hereto hereby agree to execute such other documents and to take such other actions as may be reasonably necessary to further the purposes of this Agreement.
5. Invalidity; Severability. If any term or provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder, shall be

held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6. Interpretation. No provision in this Agreement is to be interpreted for or against either party because that party or its legal representatives drafted such provision.
7. Indemnity. In contemplation of the provisions of Section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents or employees by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose each party indemnifies and holds harmless the other party for any loss, cost or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if fully set forth herein.
8. Entire Agreement. This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be amended or modified only by a written instrument executed by the County and the Housing Authority.
9. Effective Date. This Agreement shall become effective on the date this Agreement is executed by the authorized representatives of the County and the Housing Authority.

[remainder of page intentionally blank]

[signatures on following pages]

This Agreement is entered into as of the dates written below.

“COUNTY”

“HOUSING AUTHORITY”

COUNTY OF RIVERSIDE, a political subdivision of the State of California

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity corporate and politic

By: \_\_\_\_\_  
Marion Ashley, Chairman  
Board of Supervisors

By: \_\_\_\_\_  
Marion Ashley, Chairman  
Board of Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:  
KECIA HARPER-IHEM  
Clerk of the Board

ATTEST:  
KECIA HARPER-IHEM  
Clerk of the Board

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

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

APPROVED AS TO FORM:  
GREGORY P. PRIAMOS, County Counsel

APPROVED AS TO FORM:  
GREGORY P. PRIAMOS, County Counsel

By: Synthia M. Gunzel  
Synthia M. Gunzel,  
Deputy County Counsel

By: Shaila R. Brown  
Shaila R. Brown,  
Deputy County Counsel

EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY

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

The portions of Lots 7 and 8 of T.M. Parson's Subdivision, as shown by Map on file in Book 1, Pages 68 of Maps, in the Office of the County Recorder of San Bernardino County, California, described as follows:

Beginning at the Intersection of the curved Northerly line of Tilton Avenue, as shown by Map of Mayfair Square, Unit 1, on file in Book 39, Page 51 of Maps, in the Office of the County Recorder of Riverside County, California, with the Southeasterly line of the Parcel described in deed from Martin O. Thorson and Minnie Thorson to West Riverside School District, recorded May 14, 1948, in Book 912, Page 71 of Official Records of Riverside County, said parcel being that shown by map filed on April 15, 1948 in Book 15, Page 78, Records of Survey, in the Office of the County Recorder of Riverside County, and said Southeasterly line being parallel with and 34.47 feet Northwesterly of the Southeasterly line of said Lot 8;

Thence North  $33^{\circ} 47' 20''$  East on the Southeasterly line of the parcel described in said deed a distance of 514.06 feet;

Thence South  $56^{\circ} 27' 10''$  East 305.89 feet to the Southeasterly line of said Lot 7, being the Northeasterly prolongation of the Northwesterly line of Lots D and 9 of said Mayfair Square, Unit 1;

Thence South  $33^{\circ} 46' 30''$  West along the Southeasterly line of said Lot 7 and the Northwesterly lines of Lots D and 9 of said Mayfair Square, Unit 1, a distance of 340.83 feet to the Northeasterly line of said Tilton Avenue;

Thence North  $56^{\circ} 29' 40''$  West along said Northeasterly line of Tilton Avenue a distance of 11.84 feet, more or less, to the beginning of a curve in said line, concave Southeasterly and having a radius of 338 feet, which passes, through the point of beginning.

Thence Westerly on the arc of said curve through a central angle of  $60^{\circ} 46' 50''$  a distance of 358.56 feet to the point of beginning.

Said land is also described by Certificate of Compliance No. 07021, executed by The City of Jurupa Valley Planning Department and recorded April 24, 2014 as Instrument No. 2014-149073 of Official Records Riverside County, California.

EXHIBIT B  
FORM OF GRANT DEED  
(Including Certificate of Acceptance)

[behind this page]

Recorded at request of and return to:  
Housing Authority of Riverside County  
5555 Arlington Avenue  
Riverside, California 92504

**FREE RECORDING**

This instrument is for the benefit of  
the County of Riverside, and is  
entitled to be recorded without fee.  
(Govt. Code 6103)

TK:ra/102915/003HA/17.911

(Space above this line reserved for Recorder's use)

PROJECT: VISTA RIO Transfer  
APN: 181-030-010

## GRANT DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereby grants to THE HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic, in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside, State of California, the real property located in the City of Jurupa, 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").

See Exhibits "A" attached hereto  
and made a part hereof



PROJECT: Rio Vista Transfer  
APN: 181-030-010

Dated: \_\_\_\_\_

**GRANTOR:**

County of Riverside, a political  
subdivision of the State of California

\_\_\_\_\_  
Marion Ashley, Chairman  
Board of Supervisors

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

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

EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY

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

The portions of Lots 7 and 8 of T.M. Parson's Subdivision, as shown by Map on file in Book 1, Pages 68 of Maps, in the Office of the County Recorder of San Bernardino County, California, described as follows:

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Thence North  $33^{\circ} 47' 20''$  East on the Southeasterly line of the parcel described in said deed a distance of 514.06 feet;

Thence South  $56^{\circ} 27' 10''$  East 305.89 feet to the Southeasterly line of said Lot 7, being the Northeasterly prolongation of the Northwesterly line of Lots D and 9 of said Mayfair Square, Unit 1;

Thence South  $33^{\circ} 46' 30''$  West along the Southeasterly line of said Lot 7 and the Northwesterly lines of Lots D and 9 of said Mayfair Square, Unit 1, a distance of 340.83 feet to the Northeasterly line of said Tilton Avenue;

Thence North  $56^{\circ} 29' 40''$  West along said Northeasterly line of Tilton Avenue a distance of 11.84 feet, more or less, to the beginning of a curve in said line, concave Southeasterly and having a radius of 338 feet, which passes, through the point of beginning.

Thence Westerly on the arc of said curve through a central angle of  $60^{\circ} 46' 50''$  a distance of 358.56 feet to the point of beginning.

Said land is also described by Certificate of Compliance No. 07021, executed by The City of Jurupa Valley Planning Department and recorded April 24, 2014 as Instrument No. 2014-149073 of Official Records Riverside County, California.

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 \_\_\_\_\_ )

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)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated \_\_\_\_\_, 2015 from the County of Riverside, a political subdivision of the State of California, to the Housing Authority of the County of Riverside, a public entity, corporate and politic, in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside, State of California, referred to herein and in the deed as "Grantee," is hereby accepted by the undersigned officer on behalf of the Housing Authority of the County of Riverside pursuant to Housing Authority of the County of Riverside Resolution No.2015-021 adopted by the Board of Commissioners on \_\_\_\_\_, 2015, and the Grantee consents to recordation thereof by its duly authorized officer.

"GRANTEE"

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

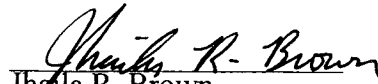
By: \_\_\_\_\_  
Marion Ashley,  
Chairman, Board of Commissioners

Date: \_\_\_\_\_

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

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

APPROVED AS TO FORM:  
Gregory P. Priamos, County Counsel

By:   
Jhalla R. Brown,  
Deputy County Counsel

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated December 15, 2015 from the County of Riverside, a political subdivision of the State of California, to the Housing Authority of the County of Riverside, a public entity, corporate and politic, in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside, State of California, referred to herein and in the deed as "Grantee," is hereby accepted by the undersigned officer on behalf of the Housing Authority of the County of Riverside pursuant to Housing Authority of the County of Riverside Resolution No.2015-021 adopted by the Board of Commissioners on December 15, 2015, and the Grantee consents to recordation thereof by its duly authorized officer.

"GRANTEE"

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

By: Marion Ashley  
Marion Ashley,  
Chairman, Board of Commissioners

Date: DEC 15 2015

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By: Jane H. Brown  
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos, County Counsel

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

DEC 15 2015 10-3

## COOPERATION AGREEMENT

(APN 181-030-010, Jurupa Valley, County of Riverside)

This COOPERATION AGREEMENT ("Agreement") is dated as of the 15<sup>th</sup> day of December, 2015 by and between the County of Riverside, a political subdivision of the State of California ("County"), and the Housing Authority of the County of Riverside, a public entity corporate and politic ("Housing Authority"), and is made with reference to the following facts:

### RECITALS

- A. The Housing Authority is a public entity that provides federally subsidized housing and housing assistance to low-income families within the County of Riverside and is subject to the requirements of Title 24 of the Code of Federal Regulations and the Housing Authorities Law (Part 2 of Division 24 of the California Health and Safety Code commencing with Section 34200 et seq.).
- B. The County owns certain real property consisting of approximately 2.15 acres of vacant real property, identified with Assessor's Parcel Number 181-030-010, located in the City of Jurupa Valley, County of Riverside, State of California, described in the legal description attached hereto as Exhibit "A" and incorporated herein by this reference ("Property") which is no longer needed for County's use or purposes.
- C. Pursuant to Government Code Section 25365, the County may grant or convey, any interest in real property belonging to the County to another public agency, upon the terms and conditions as are agreed upon between the parties without complying with any other provisions of the Government Code if the property interest to be conveyed is not required for County use or purposes.
- D. Pursuant to Sections 34509 and 34510 of the Housing Authorities Law, for the purpose of aiding and cooperating in the planning, undertaking, construction or operation of housing projects located within the area in which it is authorized to act, the County, upon the terms and with or without consideration as the County determines, may sell the Property to the Housing Authority.
- E. Pursuant to Section 34312 of the Housing Authorities Law, within its area of operation, the Housing Authority may acquire property for persons of low income.
- F. Pursuant to Sections 34311 and 34515 of the Housing Authorities Law, the County may enter

into agreements with the Housing Authority respecting action to be taken by the County pursuant to the powers granted by Chapter 2 of the Housing Authorities Law and the Housing Authority may execute contracts and other instruments necessary or convenient to the exercise of its powers.

- G. The County desires to aid and cooperate with the Housing Authority by conveying the Property to the Housing Authority and the Housing Authority desires to acquire the Property from the County so the Housing Authority may supplement land for potential development of low income housing in the Jurupa Valley area of Riverside County pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the Housing Authority hereby agree as follows:

### TERMS

1. Recitals. The above recitals are true and correct and incorporated herein.
2. Conveyance of Property. In accordance with the Housing Authorities Law and in consideration for utilizing the Property for low income housing purposes, on a date mutually acceptable to the parties herein, but in no event no later than January 31, 2015, the County shall convey all of its right, title and interest in and to the Property to the Housing Authority pursuant to a Grant Deed, substantially in the form of the Grant Deed attached hereto as Exhibit "B" and incorporated herein by this reference, evidencing the conveyance of the Property. The Housing Authority shall execute the Certificate of Acceptance attached to the Grant Deed evidencing the Housing Authority's acceptance of the conveyance. Each party shall itself bear any costs it incurs in the conveyance of the Property.
3. No Third Party Beneficiaries. No term or provision of this Agreement shall be for the benefit, directly or indirectly, of any person, firm, organization, entity or corporation not a party to this Agreement, and no such person, firm, organization, entity or corporation shall have right or cause of action hereunder.
4. Further Documents. The parties hereto hereby agree to execute such other documents and to take such other actions as may be reasonably necessary to further the purposes of this Agreement.
5. Invalidity; Severability. If any term or provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder, shall be

held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6. Interpretation. No provision in this Agreement is to be interpreted for or against either party because that party or its legal representatives drafted such provision.
7. Indemnity. In contemplation of the provisions of Section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents or employees by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose each party indemnifies and holds harmless the other party for any loss, cost or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if fully set forth herein.
8. Entire Agreement. This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be amended or modified only by a written instrument executed by the County and the Housing Authority.
9. Effective Date. This Agreement shall become effective on the date this Agreement is executed by the authorized representatives of the County and the Housing Authority.

[remainder of page intentionally blank]

[signatures on following pages]



This Agreement is entered into as of the dates written below.

“COUNTY”

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: Marion Ashley  
Marion Ashley, Chairman  
Board of Supervisors

Date: DEC 15 2015

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board

By: Kecia Harper-Ihem  
Deputy

APPROVED AS TO FORM:  
GREGORY P. PRIAMOS, County Counsel

By: Synthia M. Gunzel  
Synthia M. Gunzel,  
Deputy County Counsel

“HOUSING AUTHORITY”

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity corporate and politic

By: Marion Ashley  
Marion Ashley, Chairman  
Board of Commissioners

Date: DEC 15 2015

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board

By: Kecia Harper-Ihem  
Deputy

APPROVED AS TO FORM:  
GREGORY P. PRIAMOS, County Counsel

By: Shaila R. Brown  
Shaila R. Brown,  
Deputy County Counsel

EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY

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

The portions of Lots 7 and 8 of T.M. Parson's Subdivision, as shown by Map on file in Book 1, Pages 68 of Maps, in the Office of the County Recorder of San Bernardino County, California, described as follows:

Beginning at the Intersection of the curved Northerly line of Tilton Avenue, as shown by Map of Mayfair Square, Unit 1, on file in Book 39, Page 51 of Maps, in the Office of the County Recorder of Riverside County, California, with the Southeasterly line of the Parcel described in deed from Martin O. Thorson and Minnie Thorson to West Riverside School District, recorded May 14, 1948, in Book 912, Page 71 of Official Records of Riverside County, said parcel being that shown by map filed on April 15, 1948 in Book 15, Page 78, Records of Survey, in the Office of the County Recorder of Riverside County, and said Southeasterly line being parallel with and 34.47 feet Northwesterly of the Southeasterly line of said Lot 8;

Thence North  $33^{\circ} 47' 20''$  East on the Southeasterly line of the parcel described in said deed a distance of 514.06 feet;

Thence South  $56^{\circ} 27' 10''$  East 305.89 feet to the Southeasterly line of said Lot 7, being the Northeasterly prolongation of the Northwesterly line of Lots D and 9 of said Mayfair Square, Unit 1;

Thence South  $33^{\circ} 46' 30''$  West along the Southeasterly line of said Lot 7 and the Northwesterly lines of Lots D and 9 of said Mayfair Square, Unit 1, a distance of 340.83 feet to the Northeasterly line of said Tilton Avenue;

Thence North  $56^{\circ} 29' 40''$  West along said Northeasterly line of Tilton Avenue a distance of 11.84 feet, more or less, to the beginning of a curve in said line, concave Southeasterly and having a radius of 338 feet, which passes, through the point of beginning.

Thence Westerly on the arc of said curve through a central angle of  $60^{\circ} 46' 50''$  a distance of 358.56 feet to the point of beginning.

Said land is also described by Certificate of Compliance No. 07021, executed by The City of Jurupa Valley Planning Department and recorded April 24, 2014 as Instrument No. 2014-149073 of Official Records Riverside County, California.

EXHIBIT B  
FORM OF GRANT DEED  
(Including Certificate of Acceptance)

[behind this page]

Recorded at request of and return to:  
Housing Authority of Riverside County  
5555 Arlington Avenue  
Riverside, California 92504

FREE RECORDING  
This instrument is for the benefit of  
the County of Riverside, and is  
entitled to be recorded without fee.  
(Govt. Code 6103)

TK:ra/102915/003HA/17.911

(Space above this line reserved for Recorder's use)

PROJECT: VISTA RIO Transfer  
APN: 181-030-010

## GRANT DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereby grants to THE HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic, in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside, State of California, the real property located in the City of Jurupa, 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").

See Exhibits "A" attached hereto  
and made a part hereof

DEC 15 2015 10-3

PROJECT: Rio Vista Transfer  
APN: 181-030-010

Dated: December 15, 2015

**GRANTOR:**

County of Riverside, a political  
subdivision of the State of California

Marion Ashley  
Marion Ashley, Chairman  
Board of Supervisors

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By: Kecia Harper-Ihem  
Deputy

EXHIBIT A  
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Thence North 33° 47' 20" East on the Southeasterly line of the parcel described in said deed a distance of 514.06 feet;

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Thence South 33° 46' 30" West along the Southeasterly line of said Lot 7 and the Northwesterly lines of Lots D and 9 of said Mayfair Square, Unit 1, a distance of 340.83 feet to the Northeasterly line of said Tilton Avenue;

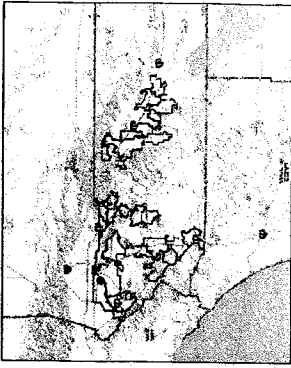
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Thence Westerly on the arc of said curve through a central angle of 60° 46' 50" a distance of 358.56 feet to the point of beginning.

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# Rio Vista Transfers

Northerly Side of Tilton Avenue



Legend



0

516

1,032 Feet



"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.

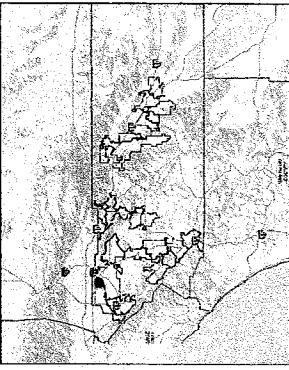
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## Notes

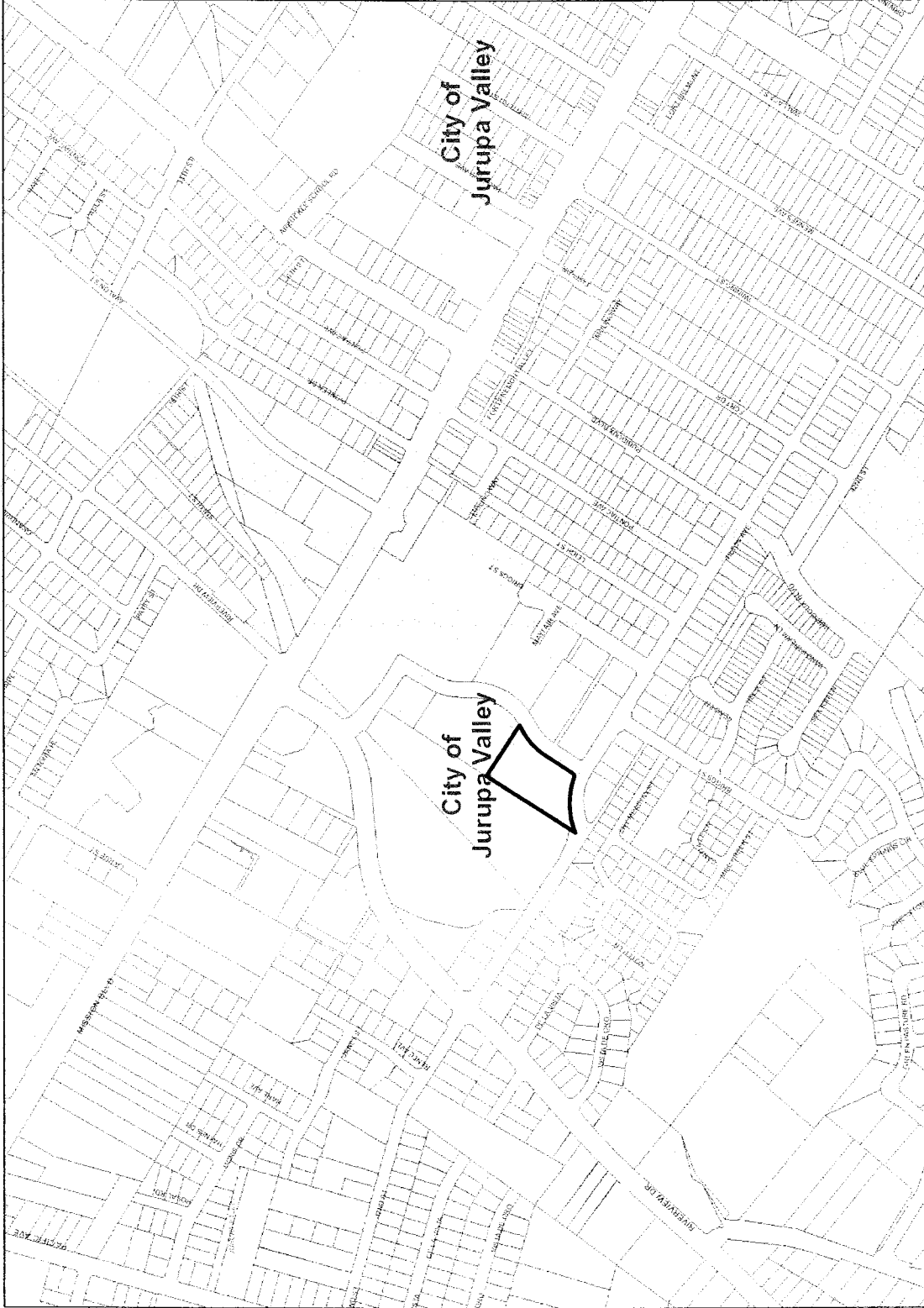
APN: 181-030-010

# My Map



## Legend

- Display Parcels
- City Boundaries
- Cities
- roads
- highways
- HWY
- INTERCHANGE
- INTERSTATE
- OFFRAMP
- ONRAMP
- USHWY
- countries
- cities
- hydrographylines
- waterbodies
- Lakes
- Rivers



## Notes

\*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.



0 907

1,813 Feet



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