

FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS DATE 6/13/16

Departmental Contingencies

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

213



FROM: Economic Development Agency

SUBMITTAL DATE:
July 13, 2016

SUBJECT: Resolution No. 2016-105, Authorization to Exchange Real Property and Terminate Lease in the Unincorporated Community of Bermuda Dunes, Riverside County, State of California, CEQA Exempt, District 4 [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find the project is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Sections 15378(c) and 15061(b)(3);

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: N/A				Budget Adjustment: No	
				For Fiscal Year:	2016/17

C.E.O. RECOMMENDATION:

APPROVE

BY:

Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: July 26, 2016
xc: EDA, Recorder

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.:

District: 4

Agenda Number:

3-27

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

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

Economic Development Agency

FORM 11: Resolution No. 2016-105, Authorization to Exchange Real Property and Terminate Lease in the Unincorporated Community of Bermuda Dunes, Riverside County, State of California, CEQA Exempt, District 4 [\$0]

DATE: July 13, 2016

PAGE: 2 of 3

RECOMMENDED MOTION: (Continued)

2. Adopt Resolution No. 2016-105, Authorization to Exchange Real Property and Terminate Lease in the unincorporated community of Bermuda Dunes, Riverside County, California, involving the conveyance by the County of Riverside (County) of a school campus with approximately fifteen buildings, a pool and associated athletic fields situated on a 10.17 acres with 1.2 acres of excess vacant land, Assessor's Parcel Number 626-040-069 (the County Property), to the Desert Christian Academy, a California 501 (c)(3) non-profit corporation (DCA) via grant deed, in exchange for the conveyance by DCA of approximately 59.16 acres of vacant land located on the west side of Washington Street between Las Montanas Road and 38th Avenue, in the unincorporated community of Bermuda Dunes, Riverside County, California (Assessor's Parcel Numbers: 626-150-037, 626-150-038 and 626-150-039), to the County via grant deed and terminate the Lease for the County Property;
3. Approve the Real Estate Exchange Agreement and Escrow Instructions by and between DCA and the County of Riverside, and authorize the Chairman of the Board of Supervisors to execute this Agreement and any other documents necessary to complete the exchange;
4. Authorize the Chairman of the Board of Supervisors to execute the Grant Deed conveying the county-owned property to DCA;
5. Authorize the Assistant County Executive Officer/EDA to certify acceptance of any documents running in favor of the County as part of this transaction;
6. Authorize the Assistant County Executive Officer/EDA, or his designee to execute any other documents and administer all actions necessary to complete this transaction; and
7. Direct the Clerk of the Board to submit the Notice of Exemption to the County Clerk for posting within five days of approval of this project.

BACKGROUND:

Summary

Pursuant to Government Code Section 25365, a county may exchange real property or any interest therein, belonging to the county with any person, if the property or interest therein to be conveyed is not required for county use and the property to be acquired is needed for county use. This exchange may be upon such terms and conditions agreed upon without complying with any other provisions of the Government Code. The value of the private real property exchanged shall be equal to or greater than 75% of the value of the county property offered in the exchange.

The County of Riverside intends to convey the fee simple interest in real property located in the unincorporated community of Bermuda Dunes, Riverside County, California, Assessor's Parcel Number 626-040-069 (the County Property), in exchange for the fee simple interest in real property identified as Assessor's Parcel Numbers 626-150-037, 626-150-038 and 626-150-039, by grant deeds. The properties have been valued in the same range by an independent MAI appraiser hired by the county. The parties further desire to terminate the lease by which DCA currently holds the County Property (the Lease). DCA shall be responsible for paying all escrow costs and fees as well as the cost of title policies on the properties to be acquired and exchanged. DCA shall reimburse the County of Riverside Economic Development Agency, Real Estate Division for all staff time accrued in processing this transaction, including County Counsel costs, appraisal costs, preliminary report costs, and outside counsel costs associated with the release of bond financing on the County Property.

(Continued)

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

Economic Development Agency

FORM 11: Resolution No. 2016-105, Authorization to Exchange Real Property and Terminate Lease in the Unincorporated Community of Bermuda Dunes, Riverside County, State of California, CEQA Exempt, District 4 [\$0]

DATE: July 13, 2016

PAGE: 3 of 3

BACKGROUND:

Summary (Continued)

Pursuant to CEQA Guidelines Section 15061 (b)(3) and Section 15004 (b), the activity is exempt from CEQA and will not have the potential for causing a significant effect on the environment. A Notice of Exemption will be filed and posted with the Riverside County Clerk for the required 5 days after Board approval.

On July 12, 2016, the Board approved Resolution No. 2016-104, Notice of Intention to Exchange Real Property in the unincorporated community of Bermuda Dunes, Riverside County, California.

This exchange of real property will allow Desert Christian Academy to continue to provide the desert communities with quality educational options for the families and children of this region of the County. In addition,

Staff recommends adoption of Resolution No. 2016-105, Authorization to Exchange Real Property and Terminate Lease in the unincorporated community of Bermuda Dunes, Riverside County, California. The proposed exchange of County-owned property for the land owned by DCA, along with the termination of the lease would be of greater benefit to the Christian School of the Desert, since the property owned by the County currently accommodates their Desert Christian Academy School.

Resolution 2016-105 has been approved as to form by County Counsel.

Impact on Citizens and Businesses

The exchange of real property will continue to benefit the residents of the Desert Communities by providing the continued occupancy of the DCA in the unincorporated community of Bermuda Dunes. In addition, DCA provides a positive economic impact to both citizens and businesses within the Bermuda Dunes community.

SUPPLEMENTAL:

Additional Fiscal Information

The Real Estate Division of the Economic Development Agency will be reimbursed by CSOD for any and all costs associated with the sale of this property. No net county costs will be incurred and no budget adjustment is necessary.

Attachments:

Resolution 2016-105 Authorization to Exchange Real Property in the unincorporated community of Bermuda Dunes, Riverside County, State of California with Exhibit A and Exhibit B

Real Estate Exchange Agreement and Escrow Instructions

Notice of Exemption

Aerial Images

FORM APPROVED COUNTY COUNSEL
BY: R. TODD FRAHM
DATE: 6/7/16

BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE

RESOLUTION NO. 2016-105

AUTHORIZATION TO EXCHANGE REAL PROPERTY AND TERMINATION OF LEASE
IN THE UNINCORPORATED COMMUNITY OF BERMUDA DUNES, COUNTY OF RIVERSIDE

WHEREAS, County acquired that certain Real Property located at 40700 Yucca Lane in the unincorporated community of Bermuda Dunes, Riverside County, California identified as Assessor's Parcel Number 607-040-069 ("County Property"), from the Christian School of the Desert ("CSOD") predecessor in interest to Desert Christian Academy, a California 501(c)(3) corporation ("DCA"), pursuant to a Grant Deed recorded on August 26, 2008 as Instrument No. 2008-0469571, Official Records of County of Riverside, California; and

WHEREAS, the County Property consists of approximately fifteen (15) buildings with a pool and athletic fields situated on a 10.17 acre school campus with 1.2 acres of excess land as legally described in Exhibit A; and

WHEREAS, the County and CSOD entered into that certain lease agreement dated August 28, 2008, whereby the 10.17 acres of the County Property is leased to CSOD for their Desert Christian Academy School (the "Lease"); and

WHEREAS, DCA acquired certain real property consisting of 59.16 acres of vacant land located on the west side of Washington Street between Las Montanas Road and 38th Avenue, in the unincorporated community of Bermuda Dunes, Riverside County, California (Assessor's Parcel Numbers: 626-150-037, 626-150-038 and 626-150-039) as legally described in Exhibit B ("DCA Property") for the purpose of relocating the Desert Christian Academy School; and

WHEREAS, DCA has determined that it is no longer economically feasible to develop a new campus on the DCA Property and desires to acquire the County Property in exchange for the DCA Property; and

WHEREAS, pursuant to Government Code Section 25365, the County may exchange real property belonging to the County with any person upon the terms and conditions as are agreed upon and without complying with any other provisions of the Government Code, if the

1 property to be conveyed is not required for County use, the property to be acquired is needed
2 for County use and the values of each parcel are approximately equal; and

3 WHEREAS, the properties have been valued in substantially the same range by an
4 independent MAI appraiser retained by the County; and

5 WHEREAS, the County and DCA now desire to exchange the fee simple interests in real
6 property described herein and terminate the Lease; now, therefore

7 BE IT RESOLVED, DETERMINED AND ORDERED that the Board of Supervisors of the
8 County of Riverside, California, in regular session assembled on July 26, 2016, at 9:00 am, in
9 the meeting room of the Board of Supervisors, located on the 1st floor of the County
10 Administrative Center, 4080 Lemon Street, Riverside, California, authorizes the exchange of
11 real property interests between the County and DCA and approves that certain Real Estate
12 Exchange Agreement and Termination of Lease and Escrow Instructions (Exchange
13 Agreement) by and between the County and DCA for the exchange of fee simple interests in
14 real property and termination of the Lease pursuant to the terms and conditions of the Exchange
15 Agreement. The County and DCA will consummate the exchange and the termination of the
16 Lease through escrow and pursuant to a Real Estate Exchange Agreement and Termination of
17 Lease whereby the County will convey the County Property to DCA and DCA will convey the
18 DCA Property to the County and the Lease for the County Property will be terminated. This
19 exchange transaction is in conformance with Government Code Section 25365 because the
20 values of each parcel are approximately the same.

21 BE IT FURTHER RESOLVED AND DETERMINED that the Chairman of the Board of
22 Supervisors of the County of Riverside is authorized to execute the Exchange Agreement and
23 any other documents to complete the conveyance of real property and this transaction.

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1 BE IT FURTHER RESOLVED AND DETERMINED that the Assistant County Executive
2 Officer for the Economic Development Agency, or his designee, is authorized to execute any
3 other documents to complete this transaction.

4 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of
5 Supervisors has given notice hereof as provided in Section 6061 of the Government Code.
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9 ROLL CALL:

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

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

15 KECIA HARPER-IHEM, Clerk of said Board

16 By  _____
17 Deputy

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Exhibit A

Legal Description of COUNTY PROPERTY

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

Parcel A:

That portion of the Northwest ¼ of Section 7, Township 5 South, Range 7 East, in the county of Riverside, San Bernardino Base and Meridian, according to the Official Plat thereof; described as follows:

Commencing at the Southeast corner of the Northwest ¼ of said Section 7, as shown on Record of Survey, of a portion of Section, Township 5 South, Range 7 East, San Bernardino Base and Meridian, and of Lots 27, 28, 29 and 30 of Records of Survey Book 20, Page 81, Riverside County Records, on file in Book 23, Page 43 of Records of Survey, Riverside County Records; thence North 00°13'30" West, on the Easterly line of said Northwest 1/4, 664.35 feet, more or less, to the Southeast corner of the North ½ of the Southeast ¼ of the Northwest ¼ of said Section 7, for the true point of beginning; thence Northerly on said Easterly line, 486 feet to a point 178.4 feet South of the Southeast corner of Parcel 121 as shown on said Record of Survey; thence South 89°19'08" West, 663.44 feet to a point which bears South 00°07'00" East from the Southwest corner of said Parcel 121; thence North 00°07'00" West, 178.37 feet, to the Southwest corner of said Parcel 121; thence South 89°19'199" West, 663.11 feet, to the Northeast corner of Parcel 132 as shown on said Record of Survey; thence South 00°00'30" East, 664.40 feet, more or less, to the Southwest corner of the North ½ of the Southeast ¼ of the Northwest ¼ of said Section 7; thence Easterly, on the Southerly line of said North ½, to the true point of beginning.

Excepting therefrom that portion described as follows:

That portion of the Northwest 1/3 of Section 7, Township 5 South, Range 7 executed by, San Bernardino Base and Meridian, described as follows:

Commencing at the Southeast corner of the Northeast ½ of the Southeast ¼ of the Northwest ¼ of said Section; thence Northerly on the Easterly line of said Northwest ¼ 324 feet, more or less, to the Southeast corner of that certain Parcel conveyed to Garo Garabedian, an unmarried man by deed recorded March 15, 1957 as Instrument No. 19152, of Official Records; thence Westerly on the Southerly line of said Parcel so conveyed 663.44 feet, more or less, to the Southwest corner thereof; thence South 0°07'00" East, on the Southerly extension of the Westerly line of said Parcel so conveyed, 324 feet, more or less, to the Southerly line of the North ½ of the Southeast ¼ of the Northwest ¼ of said Section; thence North 89°19'08" East, on said Southerly line, 663.44 feet, more or less, to the point of beginning.

Also excepting therefrom that portion described as follows:

That portion of the Northwest ¼ of Section 7, Township 5 South, Range 7 East, San Bernardino Base and Meridian, described as follows:

Commencing at the Southwest corner of Parcel 121, as shown on Record of Survey entitled "Record of Survey of a portion of Section 7, Township 5 South, Range 7 executed by, San Bernardino Base and Meridian, and of Lots 27, 28, 29 and 30, of Record of Survey, Book 20, Page 81, Records of Riverside County, California, on file in Book 23, Page 43 of Record of Survey, Riverside County Records; thence South 0°07'0" East, 178.37 feet to the Southeast corner of that certain Parcel of land conveyed to Charles S. Tune and Ophelia E. Tune, husband and wife, by deed recorded April 3, 1956 as Instrument No. 23235, of Official Records, for the true point of beginning; thence continuing South 0°07'0" East on the Southerly prolongation of the Westerly line of the Parcel

described hereinabove, 162 feet; thence Easterly 663.44 feet, more or less, to the Southwest corner of Parcel 110 of said Record of Survey; thence North 0°13'30" West on the Westerly line of Parcel 110, 162 feet to the Southeast corner of that certain Parcel of land conveyed to Charles S. Tune and Ophelia Tune, husband and wife hereinabove described; thence South 89°19'08" West on the Southerly line of said Parcel 663.44 feet to the true point of beginning.

Also excepting therefrom that portion described as follows:

Commencing at the Northwest corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 7, Township 5 South, Range 7 East, San Bernardino Base and Meridian, as shown on Record of Survey filed in Book 8, Page 74 Record of Survey of Riverside County, California, being also in the centerline of Yucca lane at the Northeast corner the Parcel 132 of Record of Survey filed in Book 23, Page 43, of Record of Survey, records of Riverside County, California; thence South $0^{\circ}00'30''$ East, along the Westerly line of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 7, as shown on said Record of Survey filed in Book 8, Page 74 of Records of Survey, being also in the Easterly line of said Parcel 132, and in the centerline of said Yucca Lane, 30.00 feet, to a point in a line which is parallel to and 30 feet Southerly (measured t right angles) from the Southerly line of Parcel 122 as shown on said Record of Survey filed in Book 23, Page 43 of Record of Survey; thence North $89^{\circ}19'15''$ East, along said parallel line, 30.00 feet, to a point in a line which is parallel to and 30 feet Easterly (measured at right angles) from said centerline of Yucca Lane, being the true point of beginning of the Parcel of land being described; thence continuing North $89^{\circ}19'15''$ East, along said first mentioned parallel line, 45 feet; thence South $0^{\circ}00'30''$ East, parallel to said centerline of Yucca Lane, 30.00 feet to a point in a line which is parallel to and 60 feet Southerly (measured at right angles) from said Southerly line of Parcel 122; thence South $89^{\circ}19'15''$ West, along said last mentioned parallel line, 45.00 feet, to a point in said previously mentioned line which is parallel line which is parallel to and 30 feet Easterly (measured at right angles) from said centerline of Yucca Lane; thence North $0^{\circ}00'30''$ West, parallel to said centerline of Yucca Lane, 30.00 feet to said true point of beginning.

Parcel B:

The Northerly 317.00 feet of the following described Parcel:

That portion of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 7, Township 5 South, Range 7 East, San Bernardino Base and Meridian, according to the Official Plat thereof, described as follows:

Beginning at the intersection of the centerline of Yucca Lane with the centerline of 41st Avenue; thence East, along said centerline of 41st Avenue, 332.76 feet to a point that is 332.76 feet West of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and point being the true point of beginning; thence North, in a direct line to a point on the North line of said Southwest $\frac{1}{4}$ thence West along said North line 166.06 feet to a point that is distant East, 166.06 feet from the centerline of Yucca Lane; thence South in a direct line, 664.31 feet to a point on the centerline of 41st Avenue, said point being 166.38 feet East of the intersection of the centerline of Yucca Lane and 41st Avenue; thence East, along the centerline of 41st Avenue, 166.38 feet to the true point of beginning.

Excepting therefrom any portion included within 41st Avenue.

Assessor's Parcel No: 607-040-0691

Exhibit B

Legal Description of DCA PROPERTY

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

Parcel 1:

Parcel A of Lot Line Adjustment No. 05137 recorded May 24, 2007, as Instrument No. 2007-0343281 of Official Records of Riverside County, California, more particularly described as follows:

That portion of Parcel 1 of Parcel Merger No. 1699, recorded December 13, 2006 as Instrument No. 2006-0912525 of Official Records in the County of Riverside, State of California, more particularly described as follows:

Beginning at the Southwest corner of Parcel 1 of said Parcel Merger No. 1699; Thence

North 00°31'06" East 979.82 feet along the center line of said Section 1; Thence South

89°27'42" East, 1319.43 feet to the East line of said Parcel 1;

Thence South 00°23'32" West 983.96 feet along said East line to the Southeast corner of said Parcel 1;

Thence North 89°16'57" West 1321.61 feet along the South line of said Parcel 1 to the point of beginning.

Assessor's Parcel No: 626-150-037

Parcel 2:

Parcel B of Lot Line Adjustment No. 05137 recorded May 24, 2007 as Instrument No. 2007-0343281 of Official Records of Riverside County, California, more particularly described as follows:

That portion of the Northeast Quarter of the Northeast Quarter of Section 1, Township 5 South, Range 6 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, more particularly described as follows:

Beginning at the Southeast corner of Parcel 1 of Parcel Merger No. 1699, recorded December 13, 2006 as Instrument No. 0912525 of Official Records of said County;

Thence North 00°23'32" East 983.96 feet along the East line of said Parcel 1;

Thence South 89°27'42" East 689.06 feet to the beginning of a tangent curve concave Southerly and having a radius of 1940.00 feet;

Thence Southeasterly along the arc of said curve an arc distance of 204.15 feet through a central angle of 06°01'46"; a line radial to said curve at said point bears North 06°34'04" East;

Thence South 00°32'18" West 539.01 feet to the beginning of a non-tangent curve concave Southerly and having a radius of 1376.00 feet a line radial to said curve at said point bears South 05°22'52" East;

Thence Westerly along the arc of said curve an arc distance of 66.58 feet through a central angle of 02°46'21" to the beginning of reverse curve concave Northwesterly and having a radius of 306.00 feet, a line radial to said curve at said point bears North 08°09'13" West;

Thence Westerly along the arc of said curve an arc distance of 46.20 feet through a central angle of

08°38'59" a line radial to said curve at said point bears South 00°29'46" West;

Thence South 05°09'58" East 102.86 feet; Thence

South 02°36'10" East, 89.81 feet; Thence South

13°32'01" West 117.38 feet;

Thence South 31°47'23" West 138.04 feet to a point on the South line of the North half of the Northeast Quarter of said Section 1;

Thence North 89°16'57" West 695.41 feet to along the South line of the North half of the Northeast Quarter of said Section 1 to the point of beginning. Assessor's

Parcel No: 626-150-038

Parcel 3:

Parcel D of Lot Line Adjustment No. 05137, recorded May 24, 2007 as Instrument No. 2007-0343281 of Official Records of Riverside County, California, more particularly described as follows:

That portion of the Northeast Quarter of the Northeast Quarter of Section 1, Township 5 South, Range 6 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, more particularly described as follows:

Beginning North One-Sixteen corner of said Section 1;

Thence North 00°16'00" East 882.65 feet along the East line of said Section 1 to the beginning a non-tangent curve concave Southwesterly and having a radius of 1940.00 feet, a line radial to said curve at said point bears South 19°30'56" West;

Thence Northwesterly along the arc of said curve an arc distance of 438.41 feet through a central angle of 12°56'52" a line radial to said curve at said point bears North 06°34'04" East;

Thence South 00°32'18" West 539.01 feet to the beginning of a non-tangent curve concave Southerly and having a radius of 1376.00 feet, a line radial to said curve at said point bears South 05°22'52" East;

Thence Westerly along the arc of Deeds said curve an arc distance of 66.58 feet through a central angle of 02°46'21" to the beginning of a reverse curve concave Northwesterly and having a radius of 306.00 feet, a line radial to said curve at said point bears North 08°09'13" West;

Thence Westerly along the arc of said curve an arc distance of 46.20 feet through a central angle of 08°38'59" a line radial to said curve at said point bears South 00°29'46" West;

Thence South 05°09'58" East 102.86 feet; Thence

South 02°36'10" East 89.81 feet; Thence South

13°32'01" West 117.38 feet;

Thence South 31°47'23" West 138.04 feet to a point on the South line of the North line of the Northeast Quarter of said Section 1;

Thence South 89°16'57" East 626.20 feet to along the South line of the North half of the Northeast Quarter of said Section 1 to the point of beginning. Assessor's

Parcel No: 626-150-039

**REAL ESTATE EXCHANGE AGREEMENT AND TERMINATION OF LEASE
AND ESCROW INSTRUCTIONS**

This REAL ESTATE EXCHANGE AGREEMENT AND TERMINATION OF LEASE AND ESCROW INSTRUCTIONS, ("AGREEMENT") is made and entered into as of this 26th day of July, 2016 ("Effective Date") by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter described as "COUNTY", and DESERT CHRISTIAN ACADEMY, a California 501(c)(3) corporation formerly known as Christian School of the Desert, hereinafter described as "DCA". COUNTY and DCA are sometimes hereinafter referred to collectively as the "Parties".

RECITALS

A. COUNTY owns that real property located at 40700 Yucca Lane in the unincorporated community of Bermuda Dunes, Riverside County, California (APN: 607-040-069) consisting of approximately fifteen (15) buildings with a pool and athletic fields situated on a 10.17 acre school campus with 1.2 acres of excess land, which is more particularly described and shown in Exhibits "A" and "B", ("COUNTY PROPERTY"), attached hereto and by this reference incorporated herein.

B. Subsequent to the purchase of the COUNTY PROPERTY, the County entered into a six-year lease with the Christian School of the Desert, which commenced on August 28, 2008, for the Desert Christian Academy School (the "Lease"). Christian School of the Desert subsequently changed its name to Desert Christian Academy.

C. DCA owns that certain real property consisting of 59.16 acres of vacant land located on the west side of Washington Street between Las Montanas Road and 38th Avenue, in the unincorporated community of Bermuda Dunes, Riverside County, California (Assessor's Parcel Numbers: 626-150-037, 626-150-038 and 626-150-039) which is more particularly described and shown in Exhibits "C" and "D", ("DCA PROPERTY"), attached hereto and by this reference incorporated herein.

D. Pursuant to Government Code Section 25365, the COUNTY may exchange real property with any person, firm, or corporation, where the real property to be exchanged is not required for county use and the property to be acquired is required for county use provided the value of any private real

1 property exchanged shall be equal to, or greater than, seventy-five (75) percent of the value of the county
2 property offered in exchange.

3 E. The COUNTY PROPERTY is no longer needed for County use, and the real property to be
4 acquired by DCA is required for their Desert Christian Academy School.

5 F. The Parties desire to exchange fee interests in real property whereby the COUNTY desires
6 to convey the fee interest in the COUNTY PROPERTY to DCA and DCA desires to convey the fee
7 interest in the DCA PROPERTY to COUNTY as specifically described herein. For purposes of this
8 Exchange Agreement, the COUNTY PROPERTY and the DCA PROPERTY may be referred to
9 individually as the Exchange Property or collectively as the Exchange Properties.

10 G. Concurrently with the close of escrow on the Exchange Properties, the Parties now desire
11 to terminate the Lease for the COUNTY PROPERTY, releasing each other from any and all liability.

12 NOW, THEREFORE, and in consideration of the mutual covenants and agreements herein
13 contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby
14 acknowledged, the Parties hereby agreed as follows:

15 **AGREEMENT**

16 **1. EXCHANGE OF PROPERTIES**

17 1.1 Incorporation. The recitals set forth above are true and correct and by this reference
18 incorporated in this AGREEMENT.

19 1.2 Conveyance and Exchange. The Parties agree to convey and exchange their respective
20 Exchange Properties upon the following terms and conditions:

21 1.2.1 COUNTY shall convey to DCA fee title to the COUNTY PROPERTY free and
22 clear of all liens (mechanics' or monetary) and other monetary encumbrances, assessments,
23 mortgages, deeds of trust, leases, (recorded and unrecorded) and taxes. COUNTY shall
24 not, after full execution of this Exchange Agreement, cause or permit any new liens,
25 covenants, conditions, restrictions, or any other matter to encumber title to the COUNTY
26 PROPERTY by record or otherwise except for such matters that have been expressly
27 approved in writing by DCA. DCA agrees to accept COUNTY PROPERTY in an "as-is"
28 condition with all faults and expressly without any other warranties, representation or

1 guarantees, either express or implied of any kind, nature or type whatsoever from or on
2 behalf of COUNTY except those provided herein Section 7.

3 1.2.2 DCA shall convey to COUNTY fee title to the DCA PROPERTY free and clear of
4 all liens (mechanics' or monetary) and other monetary encumbrances, assessments,
5 mortgages, deeds of trust, leases, (recorded and unrecorded) and taxes. DCA shall not,
6 after full execution of this Exchange Agreement, cause or permit any new liens, covenants,
7 conditions, restrictions, or any other matter to encumber title to the DCA PROPERTY by
8 record or otherwise except for such matters that have been expressly approved in writing
9 by COUNTY. COUNTY agrees to accept the DCA PROPERTY in an "as-is" condition
10 with all faults and expressly without any other warranties, representation or guarantees,
11 either express or implied of any kind, nature or type whatsoever from or on behalf of DCA
12 except those provided herein Section 7.

13 1.2.3 Termination of Lease of COUNTY PROPERTY. The Parties hereby agree to
14 terminate the Lease as of the date of close of escrow for the Exchange. Subject to the terms
15 and conditions in this Agreement, the Lease is terminated and of no further legal effect.
16 The Parties intend that all rights and obligations arising out of the Lease are null and void.

17 1.2.3.1 Conditions. Prior to or concurrent with the Effective Date of this
18 Agreement, DCA shall:

19 1.2.3.1.1 Provide to COUNTY all documents pertaining to any
20 subleases or other agreements, and activities committed, and for any improvements made,
21 at the COUNTY PROPERTY; and

22 1.2.3.1.2 DCA shall provide notice of the Lease termination to all sub-
23 lessees and occupants or parties present on the COUNTY PROPERTY.

24 1.2.3.2 Mutual Release. COUNTY and DCA release, waive and discharge each
25 other and their agents, elected officials, contractors, officers, directors, employees,
26 representatives, together with their predecessors and successors in interest, from any and all
27 claims, demands, actions, injuries, causes of action, obligations, damages, loss of services,
28 expenses and compensation and liabilities related in any way to all known or unknown

1 resulting from, relating to, or arising, now or later, from any obligations in connection with
2 or included in the Lease, and from all claims, actions and demands, ("Dispute") that each
3 may have against the other(s) by reason of the Lease. COUNTY and DCA represent and
4 warrant that they have not sold, assigned, or otherwise transferred any of the claims
5 released by this Termination.

6 1.2.3.3 Each party agrees that all rights under Civil Code § 1542 and under any
7 other applicable, similar law are expressly waived. Civil Code § 1542 reads as follows:

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

13 1.2.3.4 Each party represents and warrants to the other party that the party has read
14 and understood the termination with the release provisions and that each party has had the
15 legal effect of this termination explained by competent legal counsel of that party's own
16 choice and that each party is executing this termination of that party's own free will.

17 1.2.3.5 Acceptance of Surrender. DCA hereby surrenders the Leasehold interest in
18 the COUNTY PROPERTY and COUNTY accepts the surrender of the entire Leased
19 Premises and Leasehold from DCA for the purpose of terminating the Lease.

20 **2. CONSIDERATION**

21 2.1 Value of Exchange Properties. The Parties agree that the values of the Exchange Properties
22 are approximately the same value.

23 2.2 Consideration. The value of each of the Exchange Properties described herein shall be full
24 consideration for acquisition of the other.

25 2.3 Reimbursement. DCA shall reimburse COUNTY for all transactional costs associated with
26 this agreement, including but not limited to: appraisal costs, preliminary report costs, staff costs incurred
27 by the Economic Development Agency Real Estate Division, County Counsel costs, and outside bond
28 counsel costs.

1 **3. CONDITION OF TITLE**

2 3.1 Updated Title Report. COUNTY and DCA will provide to each other, prior to the Close of
3 Escrow, an updated title report ("TR") on their respective Exchange Properties reflecting the current status
4 of title on each Exchange Property, together with all underlying documents referred to therein.

5 3.2 Title Insurance. At the COUNTY'S option, the title insurer shall issue or commit to issuing
6 a CLTA Owner's Title Insurance Policy for the DCA PROPERTY, upon COUNTY'S request in the
7 amount of the value of the DCA PROPERTY ("Title Policy") at the expense of DCA and subject only to
8 the permitted exceptions ("Permitted Exceptions") approved by the COUNTY. At DCA's option and
9 expense, the title insurer shall issue or commit to issuing a CLTA Owner's Title Insurance Policy for
10 COUNTY PROPERTY, upon DCA's request in the amount of the value of the COUNTY PROPERTY
11 ("Title Policy") and subject only to the permitted exceptions ("Permitted Exceptions") approved by DCA.

12 3.3 Grant Deed. Prior to Close of Escrow, each party shall execute, acknowledge and deliver to
13 escrow a Grant Deed for the appropriate Exchange Property, in the form attached hereto as Exhibit "E"
14 (COUNTY to DCA) or Exhibit "F" (DCA to COUNTY), as applicable, conveying the Exchange Property
15 to the appropriate party subject only to any other matters approved in writing by the appropriate party.

16 **4. ESCROW**

17 4.1 Opening Escrow. Upon execution of this AGREEMENT by all Parties, COUNTY shall
18 open an Escrow with Lawyers Title Company, 625 E. Carnegie Drive, Suite 105, San Bernardino, CA
19 92408 ("ESCROW HOLDER"), for the purposing of consummating the conveyance and transfer of the
20 COUNTY PROPERTY and the DCA PROPERTY. Upon opening Escrow, COUNTY shall deposit the
21 executed AGREEMENT with ESCROW HOLDER and both Parties shall deposit the executed Deeds with
22 ESCROW HOLDER within the time specified herein.

23 4.2 Escrow Instructions. This executed AGREEMENT shall constitute the escrow instructions
24 to ESCROW HOLDER. The Parties agree to execute such additional instructions as may be required by
25 ESCROW HOLDER or otherwise in order to complete this transaction, provided however that such
26 instructions shall not conflict with any provisions of this AGREEMENT. If there is any inconsistency
27 between such additional instructions and this AGREEMENT, this AGREEMENT shall control unless the
28 Parties expressly agree in writing otherwise.

1 4.3 Close of Escrow. This conveyance and exchange of the COUNTY PROPERTY and DCA
2 PROPERTY shall take place no later than the date that is sixty (60) days after this AGREEMENT is
3 delivered to ESCROW HOLDER ("Closing Date," "Close of Escrow," or the "Closing"). The "Closing
4 Date," "Close of Escrow," or the "Closing" shall mean the date ESCROW HOLDER concurrently records
5 the two Grant Deeds concerning the Exchange Properties described herein. The escrow period may be
6 extended in writing by mutual agreement of the Parties. The ESCROW HOLDER shall be notified in
7 writing by DCA and COUNTY if an extension is in effect.

8 4.4 Closing, Recording, and Disbursements. On or before the Closing Date, have been
9 satisfied or waived in writing, ESCROW HOLDER shall take the following actions:

10 4.4.1 Recording. ESCROW HOLDER shall cause the Deeds to be recorded concurrently
11 in Office of the County Recorder of Riverside, California.

12 4.4.2 Disbursement. ESCROW HOLDER shall disburse the funds deposited by DCA to
13 settle all its charges to be paid by or on behalf of DCA. ESCROW HOLDER shall prepare
14 a final accounting and closing statement and refund any excess funds deposited by the
15 DCA as provided in such final accounting and closing statement for this transaction.

16 4.4.3 Title Policy. ESCROW HOLDER shall deliver or cause to be delivered to
17 COUNTY the Title Policy from the title company selected by COUNTY to issue the title
18 policy, if COUNTY opted to obtain a title policy. ESCROW HOLDER shall deliver or
19 cause to be delivered to DCA the Title Policy from the title company selected by DCA to
20 issue the title policy, if DCA opted to obtain a title policy.

21 4.4.4 Delivery of Documents to COUNTY. ESCROW HOLDER shall deliver or cause
22 to be delivered to COUNTY conformed copies of the Deed and any other documents (or
23 copies thereof) deposited by DCA with ESCROW HOLDER under this AGREEMENT.

24 4.4.5 Delivery of Documents to DCA. ESCROW HOLDER shall deliver or cause to be
25 delivered to DCA conformed copies of the Deed and any other documents (or copies
26 thereof) deposited by COUNTY with ESCROW HOLDER under this AGREEMENT.

27 4.4.6 IRC Section 6045 Compliance. The Parties hereby designate ESCROW HOLDER
28 ///

as the "Reporting Person" for the transaction pursuant to Section 6045(e) of the Internal Revenue Code.

5. PAYMENT OF FEES.

5.1 Deposit. DCA shall deposit an amount sufficient of all costs, expenses, title insurance, if desired, and prorations, if any, under this Agreement with Escrow Holder, in the form of a cashier's check or other immediately available funds.

5.2 Payment. DCA shall pay all escrow, title and recording fees incurred in this transaction. DCA shall pay for each Party's trust deed clearance fees for those monetary liens and encumbrances on the Exchange Property that it is conveying as part of this Agreement. In the event that a party opts to obtain a title policy on the property it is acquiring, ESCROW HOLDER shall charge DCA for the cost of such title policy. For purposes of this transaction, trust deed clearance fees are defined as forwarding fees, trustee's fees, and reconveyance fees.

6. CONDITIONS PRECEDENT TO CLOSE OF ESCROW. Each Party's obligation to proceed to Closing under this Agreement shall be conditioned on satisfaction or waiver of the following conditions:

6.1 Title to the COUNTY PROPERTY is free and clear of all liens, encumbrances, assessments, easements, leases (recorded and unrecorded), except any Permitted Exceptions not required to be cleared from the title to said COUNTY PROPERTY. DCA shall have accepted the condition of the COUNTY PROPERTY pursuant to its investigations under Section 8.1 below.

6.2 Title to the DCA PROPERTY is free and clear of all liens, encumbrances, assessments, easements, leases (recorded and unrecorded) and taxes, except any Permitted Exceptions not required to be cleared from the title to said DCA PROPERTY. DCA shall remain liable for payment of any taxes allocable to a period prior to the time title is vested in COUNTY. COUNTY shall have accepted the condition of the DCA PROPERTY pursuant to its investigations under Section 8.1 below.

6.3 Prior to the Closing Date, DCA shall timely deposit to ESCROW HOLDER all funds and documents required to complete the Closing under the terms of this AGREEMENT.

7. WARRANTIES. COUNTY and DCA both warrants that:

7.1 The Parties will not enter into any agreements or undertake any new obligations prior to

1 Close of Escrow which will in any way burden, encumber or otherwise affects its respective interests in
2 the Exchange Properties without the prior written consent of the Party to acquire such Exchange Property,
3 such consent may be granted or withheld at its sole discretion.

4 7.2 Authority. Each party represents and warrants, as of the date of execution of this Exchange
5 Agreement and as of Close of Escrow (i) that it has full legal right, power and authority to execute and fully
6 perform its obligations under this Exchange Agreement and (ii) that the persons executing this Exchange
7 Agreement and other documents required hereunder are authorized to do so.

8 7.3 Real Estate Commissions. Each party warrants and represents to the other party that no
9 brokers or finders have been employed, have brought about this exchange, or are entitled to a commission
10 or compensation in connection with this transaction and that this exchange was negotiated by and made
11 directly between them. Each party shall indemnify, hold harmless, protect and defend the other party
12 (including its elected officials, officers, agents and employees) from and against any claims, obligations or
13 liabilities whatsoever by a third party asserting the right to be paid for such commission or compensation
14 arising from the acts or omissions of the indemnifying party or in any way related to this Exchange Agreement.

15 7.4 Hazardous Materials. To the knowledge of each party, (1) their respective Exchange Property is
16 not in violation of any Environmental Laws, (2) neither party, nor to either party's knowledge any third party,
17 has used, manufactured, generated, treated, stored, disposed of, or released any Hazardous Material on, under
18 or about that party's Exchange Property or transported any Hazardous Material over that party's Exchange
19 Property; (3) neither party, nor to either party's knowledge any third party, has installed, used or removed any
20 storage tank on, from or under that party's Exchange Property except in full compliance with all
21 Environmental Laws; (4) to each party's knowledge, there are no storage tanks or wells (whether existing or
22 abandoned) on or under that party's Exchange Property; and (5) to each party's knowledge, there are no
23 Hazardous Materials on or under that party's Exchange Property.

24 **8. ACCESS AND POSSESSION**

25 8.1 Access to Exchange Properties. Upon approval by the governing boards of each party of this
26 AGREEMENT, each party shall allow the other party, its employees, agents, representatives and contractors
27 reasonable access to the Exchange Properties during normal business hours, upon reasonable notice, for
28 performing all studies, tests and evaluations reasonably desired by either party. Each party shall indemnify,

1 protect, hold harmless and defend the other party from and against any and all liabilities, liens, claims,
2 damages, costs, expenses, suits or judgments (including attorneys' fees and court costs) for personal injury,
3 death or property damage, arising out of the negligence of the entering party or its employees, agents,
4 representatives or contractors.

5 8.2 Possession. Possession and use of each Exchange Property shall be delivered on the Closing
6 Date after recordation of the two Grant Deeds and disbursement of all funds. All risk of loss and damage
7 occurring after the Close of Escrow to the Exchange Properties from whatever source shall be the sole
8 responsibility of the new fee owner.

9 8.3 Violations. In the event that prior to Closing either party becomes aware of any Hazardous
10 Materials or any other matter affecting either Exchange Property which violates any applicable Law, that party
11 shall immediately give the other party notice of such matter.

12 **9. REMOVAL OF PERSONAL PROPERTY.**

13 It is understood and agreed by and between the Parties that the conveyance and transfer of
14 Exchange Properties does not include personal property, unless abandoned under this Section. It shall be
15 the responsibility of both Parties to determine the ownership of any personal property located on the
16 Exchange Properties and arrange for the removal thereof. Both Parties assumes no liability for the
17 enforcement of any agreement between any third Parties pertaining to any matter of personal property
18 disposition. Should both Parties fail to remove any items of personal property upon vacation of their
19 respective Exchange Properties, the right to remove such items shall terminate and such items shall be
20 considered as abandoned and may be disposed as each Party sees fit without any liability.

21 **10. GENERAL TERMS AND CONDITIONS.**

22 10.1 Notice. As used in this AGREEMENT, notice includes but is not limited to, the
23 communication of any notice, request, demand, approval, statement, report, acceptance, consent, waiver
24 and appointment. All notices must be in writing. Notice is given either (i) when delivered in person to the
25 person or company intended named below, (ii) when delivered via facsimile with confirmation from the
26 receiving Party via return fax; or (iii) when sent via reputable overnight courier (such as Federal Express),
27 addressed by name and addressed to the Party or persons intended, as follows:
28

1 If to DCA: Desert Christian Academy, a California 501 (c)(3) corporation
2 40700 Yucca Lane
3 Bermuda Dunes, CA 92203
4 Attention: Debbie Scott
5 Head of School
6 Telephone: (760) 345-2848
7

8 If to County: County of Riverside
9 Economic Development Agency
10 Real Estate Division
11 3403 10th Street, Suite 500
12 Riverside, CA 92501
13 Attention: James Force
14 Supervising Real Property Agent
15 Telephone: (951) 955-4822
16 Fax: (951) 955-4837
17

18 Until such time as a Party gives notice of the change of address in accordance with the terms of
19 this section.

20 10.2 Time of the Essence. Time is of the essence with respect to this AGREEMENT.

21 10.3 Assignment. Neither this AGREEMENT nor any interest herein shall be assignable by any
22 Party without prior written consent of the other party.

23 10.4 Governing Law/Venue. All questions with respect to this AGREEMENT and the rights
24 and liabilities of the Parties hereto shall be governed by the laws of the State of California and shall be
25 heard in a court of competent jurisdiction in the County of Riverside.

26 10.5 Entire Agreement. This AGREEMENT contains the entire agreement of the Parties hereto
27 with reference to the subject matter hereof, and supersedes all negotiations or previous agreements
28 between the Parties with respect to all or any portion of the subject matter hereof.

1 10.6 Default. If either Party is unable to convey title thereto in accordance with the terms of this
2 Agreement as a result of a default under this Agreement by such Party (and not as a result of termination
3 of this Agreement as a result of a failure of a closing condition unrelated to any default by such Party), the
4 defaulting Party shall reimburse the other Party for any sums theretofore paid by the Party for
5 performance of this Agreement together with the net costs of title examination (not to exceed standard
6 Board of Title Underwriters rates) and the net cost of any survey made in connection therewith incurred
7 by the Party, and thereupon this Agreement shall be terminated. The non-defaulting party shall have the
8 right to seek any other available remedies, either at law or in equity.

9 10.7 Headings. Any headings contained in this AGREEMENT are solely for the purposes of
10 convenience of reference and shall not constitute a part hereof nor shall they be utilized to interpret any
11 term or condition contained in this AGREEMENT and the actions to be performed herein.

12 10.8 Inurement. Subject to the restrictions against assignment as herein contained, this
13 AGREEMENT shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest,
14 personal representatives, estates, heirs and legatees of each of the Parties hereto.

15 10.9 Changes or Modifications. No part of this may be modified, altered, amended, waived, or
16 changed without the express written consent of the Parties hereto.

17 10.10 Further Assurances. Each Party shall execute, deliver and acknowledge all such further
18 instruments of transfer and conveyance or otherwise and to perform all such other acts as any other Party
19 may reasonably request to more effectively carry out the terms and conditions of this AGREEMENT and
20 the transaction contemplated herein.

21 10.11 Additional Documents. All Parties hereto agree to execute any and all additional
22 documents and instruments necessary to carry out the terms of this AGREEMENT.

23 10.12 Successors. This AGREEMENT shall be binding upon and inure to the benefit of the
24 successors and assigns of the respective Parties hereto.

25 10.13 Counterparts. This AGREEMENT may be executed in any number of counterparts, each
26 of which when so executed shall be deemed to be an original, and all of which when taken together shall
27 be deemed a single original.

28 10.14 Severability. If any term, provision, covenant or condition of this Exchange Agreement is held

1 to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the
2 remainder of this Exchange Agreement shall not be affected thereby, and each term, provision, covenant or
3 condition of this Exchange Agreement shall be valid and enforceable to the fullest extent permitted by law.

4 10.15 Survival of Covenants and Conditions. All covenants and conditions set forth in this
5 AGREEMENT shall survive Close of Escrow.

6 10.16 Time. Time is of the essence of each provision of this Exchange Agreement, including
7 without limitation all time deadlines for satisfying conditions and Close of Escrow.

8 10.17 Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto
9 and, to the extent provided herein, their respective partners, directors, officers, employees, agents and
10 representatives, and no provision of this Agreement shall be deemed to confer upon other third parties any
11 remedy, claim, liability, reimbursement, cause of action or other right.

12 **11. ATTACHMENTS.**

13 This AGREEMENT includes the following, which are attached hereto and made a part hereof:

14 Exhibit "A" – Legal Description for Assessor's Parcel Number 607-040-069

15 Exhibit "B" – Plat Map for Assessor's Parcel Number 607-040-069

16 Exhibit "C" – Legal Description for Assessor's Parcel Numbers 626-150-037, 038, and 039

17 Exhibit "D" – Plat Map for Assessor's Parcel Numbers 626-150-037,038 and 039

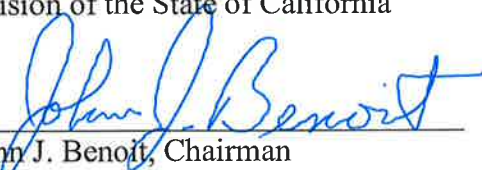
18 Exhibit "E" – Form of Grant Deed in favor of DCA

19 Exhibit "F" – Form of Grant Deed in favor of COUNTY

20 SIGNATURE PROVISIONS FOLLOW

1 IN WITNESS WHEREOF, the Parties hereto have executed this REAL ESTATE EXCHANGE
2 AGREEMENT as of the day and year first above written.

3
4 COUNTY OF RIVERSIDE, a political
5 Subdivision of the State of California

6 By: 
7 John J. Benoit, Chairman
8 Board of Supervisors

DESERT CHRISTIAN ACADEMY,
a California 501 (c)(3) corporation

By: 
David E. Fulton
Founder

By: 
Debbie Scott
Head of School

11 **ATTEST:**

12 Kecia Harper-Ihem
13 Clerk of the Board

14 By: 
Deputy

15 **APPROVED AS TO FORM:**

16 Gregory P. Priamos,
17 County Counsel

18 By: 
19 R. Todd Frahm
20 Deputy County Counsel

Exhibit A

Legal Description of COUNTY PROPERTY

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

Parcel A:

That portion of the Northwest ¼ of Section 7, Township 5 South, Range 7 East, in the county of Riverside, San Bernardino Base and Meridian, according to the Official Plat thereof; described as follows:

Commencing at the Southeast corner of the Northwest ¼ of said Section 7, as shown on Record of Survey, of a portion of Section, Township 5 South, Range 7 East, San Bernardino Base and Meridian, and of Lots 27, 28, 29 and 30 of Records of Survey Book 20, Page 81, Riverside County Records, on file in Book 23, Page 43 of Records of Survey, Riverside County Records; thence North 00°13'30" West, on the Easterly line of said Northwest 1/4, 664.35 feet, more or less, to the Southeast corner of the North ½ of the Southeast ¼ of the Northwest ¼ of said Section 7, for the true point of beginning; thence Northerly on said Easterly line, 486 feet to a point 178.4 feet South of the Southeast corner of Parcel 121 as shown on said Record of Survey; thence South 89°19'08" West, 663.44 feet to a point which bears South 00°07'00" East from the Southwest corner of said Parcel 121; thence North 00°07'00" West, 178.37 feet, to the Southwest corner of said Parcel 121; thence South 89°19'19" West, 663.11 feet, to the Northeast corner of Parcel 132 as shown on said Record of Survey; thence South 00°00'30" East, 664.40 feet, more or less, to the Southwest corner of the North ½ of the Southeast ¼ of the Northwest ¼ of said Section 7; thence Easterly, on the Southerly line of said North ½, to the true point of beginning.

Excepting therefrom that portion described as follows:

That portion of the Northwest 1/3 of Section 7, Township 5 South, Range 7 executed by, San Bernardino Base and Meridian, described as follows:

Commencing at the Southeast corner of the Northeast ½ of the Southeast ¼ of the Northwest ¼ of said Section; thence Northerly on the Easterly line of said Northwest ¼ 324 feet, more or less, to the Southeast corner of that certain Parcel conveyed to Garo Garabedian, an unmarried man by deed recorded March 15, 1957 as Instrument No. 19152, of Official Records; thence Westerly on the Southerly line of said Parcel so conveyed 663.44 feet, more or less, to the Southwest corner thereof; thence South 0°07'00" East, on the Southerly extension of the Westerly line of said Parcel so conveyed, 324 feet, more or less, to the Southerly line of the North ½ of the Southeast ¼ of the Northwest ¼ of said Section; thence North 89°19'08" East, on said Southerly line, 663.44 feet, more or less, to the point of beginning.

Also excepting therefrom that portion described as follows:

That portion of the Northwest ¼ of Section 7, Township 5 South, Range 7 East, San Bernardino Base and Meridian, described as follows:

Commencing at the Southwest corner of Parcel 121, as shown on Record of Survey entitled "Record of Survey of a portion of Section 7, Township 5 South, Range 7 executed by, San Bernardino Base and Meridian, and of Lots 27, 28, 29 and 30, of Record of Survey, Book 20, Page 81, Records of Riverside County, California, on file in Book 23, Page 43 of Record of Survey, Riverside County Records; thence South 0°07'0" East, 178.37 feet to the Southeast corner of that certain Parcel of land conveyed to Charles S. Tune and Ophelia E. Tune, husband and wife, by deed recorded April 3, 1956 as Instrument No. 23235, of Official Records, for the true point of beginning; thence continuing South 0°07'0" East on the Southerly prolongation of the Westerly line of the Parcel

described hereinabove, 162 feet; thence Easterly 663.44 feet, more or less, to the Southwest corner of Parcel 110 of said Record of Survey; thence North 0°13'30" West on the Westerly line of Parcel 110, 162 feet to the Southeast corner of that certain Parcel of land conveyed to Charles S. Tune and Ophelia Tune, husband and wife hereinabove described; thence South 89°19'08" West on the Southerly line of said Parcel 663.44 feet to the true point of beginning.

Also excepting therefrom that portion described as follows:

Commencing at the Northwest corner of the Northwest ¼ of the Southeast ¼ of the Northwest ¼ of Section 7, Township 5 South, Range 7 East, San Bernardino Base and Meridian, as shown on Record of Survey filed in Book 8, Page 74 Record of Survey of Riverside County, California, being also in the centerline of Yucca lane at the Northeast corner the Parcel 132 of Record of Survey filed in Book 23, Page 43, of Record of Survey, records of Riverside County, California; thence South 0°00'30" East, along the Westerly line of said Northwest ¼ of the Southeast ¼ of the Northwest ¼ of said Section 7, as shown on said Record of Survey filed in Book 8, Page 74 of Records of Survey, being also in the Easterly line of said Parcel 132, and in the centerline of said Yucca Lane, 30.00 feet, to a point in a line which is parallel to and 30 feet Southerly (measured at right angles) from the Southerly line of Parcel 122 as shown on said Record of Survey filed in Book 23, Page 43 of Record of Survey; thence North 89°19'15" East, along said parallel line, 30.00 feet, to a point in a line which is parallel to and 30 feet Easterly (measured at right angles) from said centerline of Yucca Lane, being the true point of beginning of the Parcel of land being described; thence continuing North 89°19'15" East, along said first mentioned parallel line, 45 feet; thence South 0°00'30" East, parallel to said centerline of Yucca Lane, 30.00 feet to a point in a line which is parallel to and 60 feet Southerly (measured at right angles) from said Southerly line of Parcel 122; thence South 89°19'15" West, along said last mentioned parallel line, 45.00 feet, to a point in said previously mentioned line which is parallel line which is parallel to and 30 feet Easterly (measured at right angles) from said centerline of Yucca Lane; thence North 0°00'30" West, parallel to said centerline of Yucca Lane, 30.00 feet to said true point of beginning.

Parcel B:

The Northerly 317.00 feet of the following described Parcel:

That portion of the Southwest ¼ of the Southeast ¼ of the Northwest ¼ of Section 7, Township 5 South, Range 7 East, San Bernardino Base and Meridian, according to the Official Plat thereof, described as follows:

Beginning at the intersection of the centerline of Yucca Lane with the centerline of 41st Avenue; thence East, along said centerline of 41st Avenue, 332.76 feet to a point that is 332.76 feet West of the Southeast ¼ of the Southwest ¼ of the Southeast ¼ of the Northwest ¼ and point being the true point of beginning; thence North, in a direct line to a point on the North line of said Southwest ¼ thence West along said North line 166.06 feet to a point that is distant East, 166.06 feet from the centerline of Yucca Lane; thence South in a direct line, 664.31 feet to a point on the centerline of 41st Avenue, said point being 166.38 feet East of the intersection of the centerline of Yucca Lane and 41st Avenue; thence East, along the centerline of 41st Avenue, 166.38 feet to the true point of beginning.

Excepting therefrom any portion included within 41st Avenue.

Assessor's Parcel No: 607-040-0691

Exhibit B

Plat Map

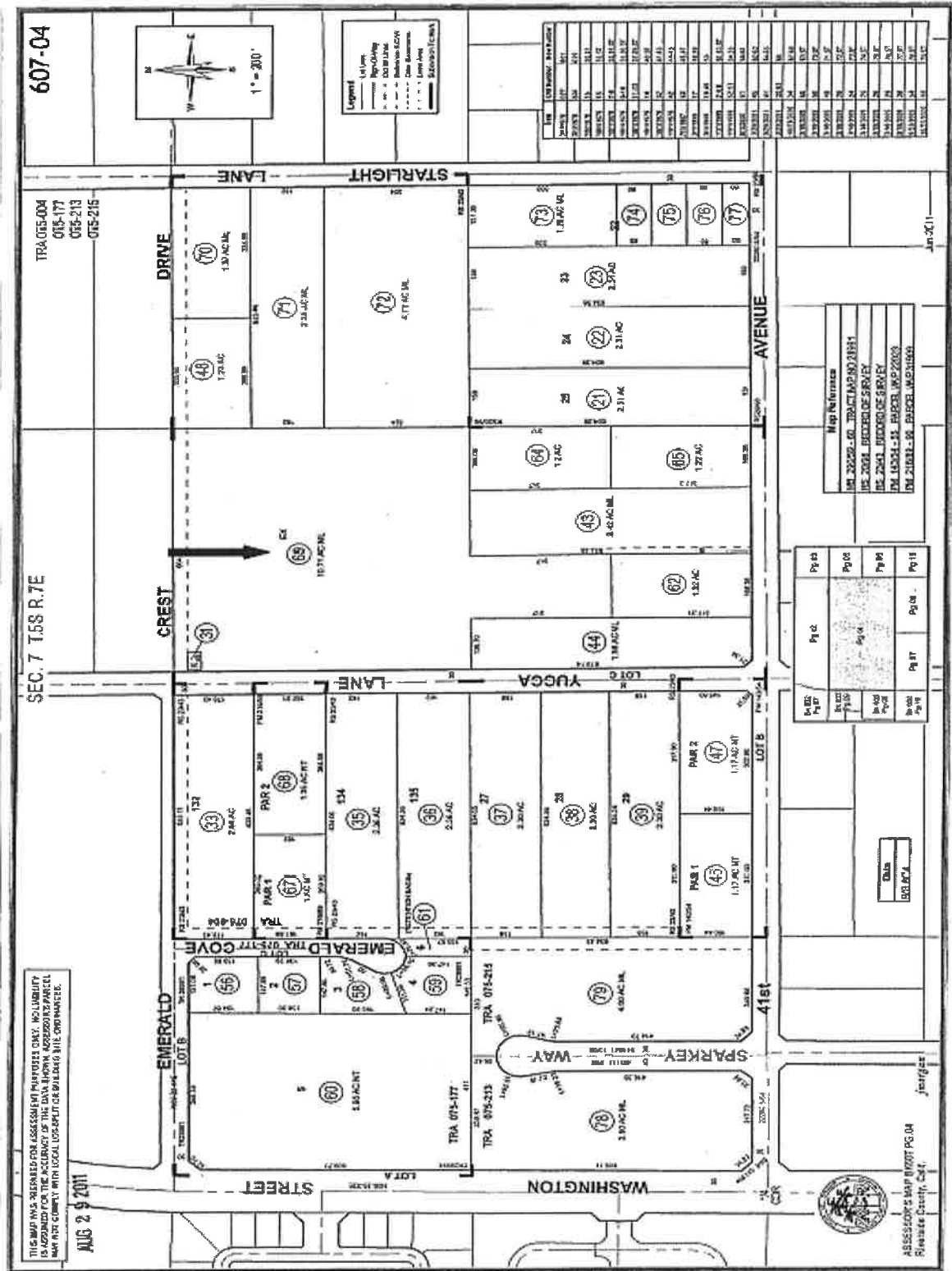


Exhibit C

Legal Description of DCA PROPERTY

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

Parcel 1:

Parcel A of Lot Line Adjustment No. 05137 recorded May 24, 2007, as Instrument No. 2007-0343281 of Official Records of Riverside County, California, more particularly described as follows:

That portion of Parcel 1 of Parcel Merger No. 1699, recorded December 13, 2006 as Instrument No. 2006-0912525 of Official Records in the County of Riverside, State of California, more particularly described as follows:

Beginning at the Southwest corner of Parcel 1 of said Parcel Merger No. 1699; Thence

North 00°31'06" East 979.82 feet along the center line of said Section 1; Thence South

89°27'42" East, 1319.43 feet to the East line of said Parcel 1;

Thence South 00°23'32" West 983.96 feet along said East line to the Southeast corner of said Parcel 1;

Thence North 89°16'57" West 1321.61 feet along the South line of said Parcel 1 to the point of beginning.

Assessor's Parcel No: 626-150-037

Parcel 2:

Parcel B of Lot Line Adjustment No. 05137 recorded May 24, 2007 as Instrument No. 2007-0343281 of Official Records of Riverside County, California, more particularly described as follows:

That portion of the Northeast Quarter of the Northeast Quarter of Section 1, Township 5 South, Range 6 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, more particularly described as follows:

Beginning at the Southeast corner of Parcel 1 of Parcel Merger No. 1699, recorded December 13, 2006 as Instrument No. 0912525 of Official Records of said County;

Thence North 00°23'32" East 983.96 feet along the East line of said Parcel 1;

Thence South 89°27'42" East 689.06 feet to the beginning of a tangent curve concave Southerly and having a radius of 1940.00 feet;

Thence Southeasterly along the arc of said curve an arc distance of 204.15 feet through a central angle of 06°01'46"; a line radial to said curve at said point bears North 06°34'04" East;

Thence South 00°32'18" West 539.01 feet to the beginning of a non-tangent curve concave Southerly and having a radius of 1376.00 feet a line radial to said curve at said point bears South 05°22'52" East;

1 Thence Westerly along the arc of said curve an arc distance of 66.58 feet through a central angle of
2 02°46'21" to the beginning of reverse curve concave Northwesterly and having a radius of 306.00 feet, a line
radial to said curve at said point bears North 08°09'13" West;

3 Thence Westerly along the arc of said curve an arc distance of 46.20 feet through a central angle of
4 08°38'59" a line radial to said curve at said point bears South 00°29'46" West;

5 Thence South 05°09'58" East 102.86 feet; Thence

6 South 02°36'10" East, 89.81 feet; Thence South

7 13°32'01" West 117.38 feet;

8 Thence South 31°47'23" West 138.04 feet to a point on the South line of the North half of the
9 Northeast Quarter of said Section 1;

10 Thence North 89°16'57" West 695.41 feet to along the South line of the North half of the Northeast
11 Quarter of said Section 1 to the point of beginning. Assessor's

12 Parcel No: 626-150-038

13 Parcel 3:

14 Parcel D of Lot Line Adjustment No. 05137, recorded May 24, 2007 as Instrument No.2007-
15 0343281 of Official Records of Riverside County, California, more particularly described as follows:

16 That portion of the Northeast Quarter of the Northeast Quarter of Section 1, Township 5 South, Range 6
17 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, more particularly
18 described as follows:

19 Beginning North One-Sixteen corner of said Section 1;

20 Thence North 00°16'00" East 882.65 feet along the East line of said Section 1 to the beginning a non-tangent
21 curve concave Southwesterly and having a radius of 1940.00 feet, a line radial to said curve at said point
bears South 19°30'56" West;

22 Thence Northwesterly along the arc of said curve an arc distance of 438.41 feet through a central angle of
23 12°56'52" a line radial to said curve at said point bears North 06°34'04" East;

24 Thence South 00°32'18" West 539.01 feet to the beginning of a non-tangent curve concave
25 Southerly and having a radius of 1376.00 feet, a line radial to said curve at said point bears South
26 05°22'52" East;

27 Thence Westerly along the arc of Deeds said curve an arc distance of 66.58 feet through a central angle of
28 02°46'21" to the beginning of a reverse curve concave Northwesterly and having a radius of 306.00 feet, a
line radial to said curve at said point bears North 08°09'13" West;

Thence Westerly along the arc of said curve an arc distance of 46.20 feet through a central angle of
08°38'59" a line radial to said curve at said point bears South 00°29'46" West;

Thence South 05°09'58" East 102.86 feet; Thence

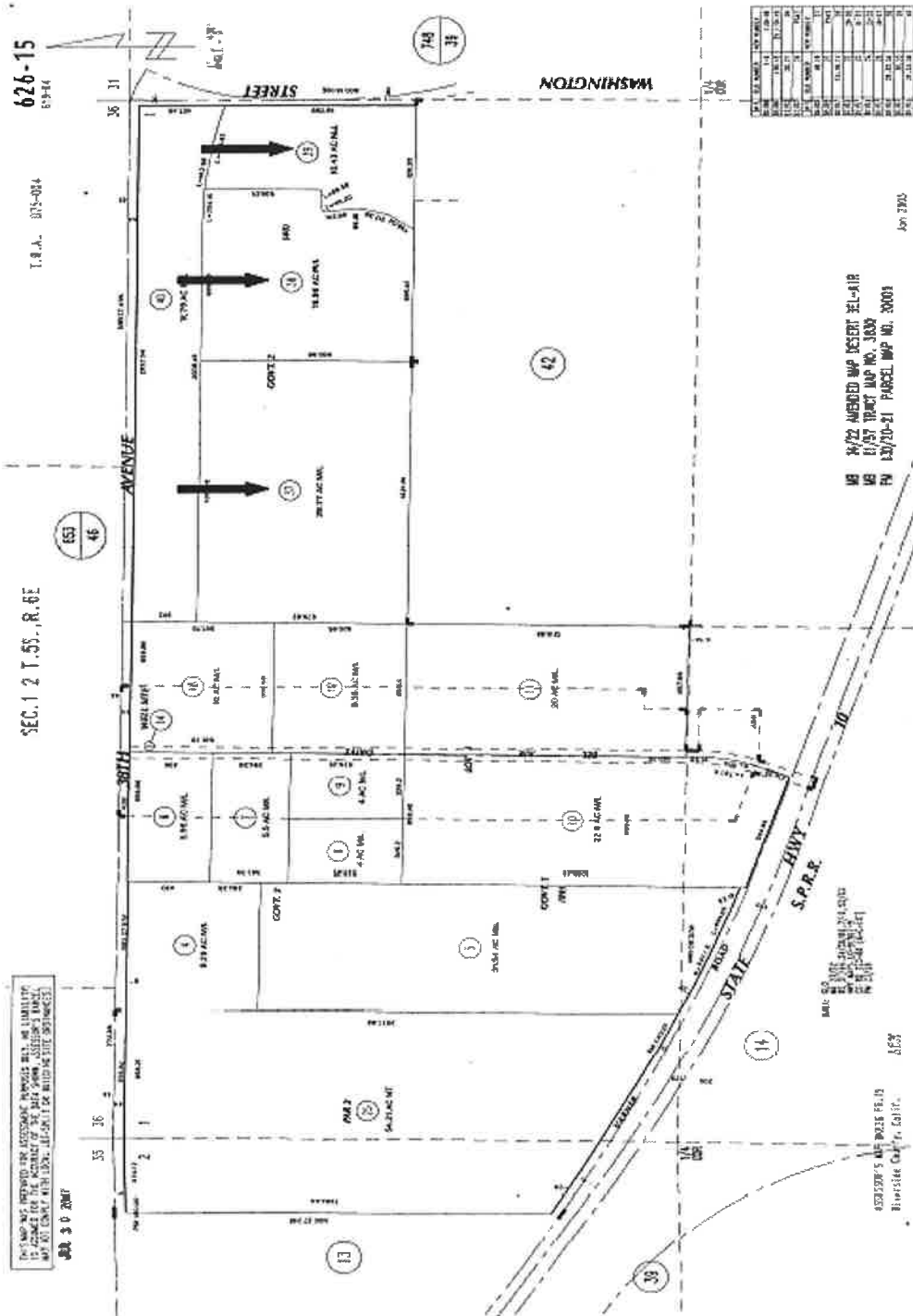
South 02°36'10" East 89.81 feet; Thence South

13°32'01" West 117.38 feet;

Thence South 31°47'23" West 138.04 feet to a point on the South line of the North line of the
Northeast Quarter of said Section 1;

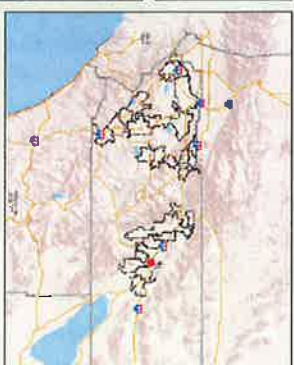
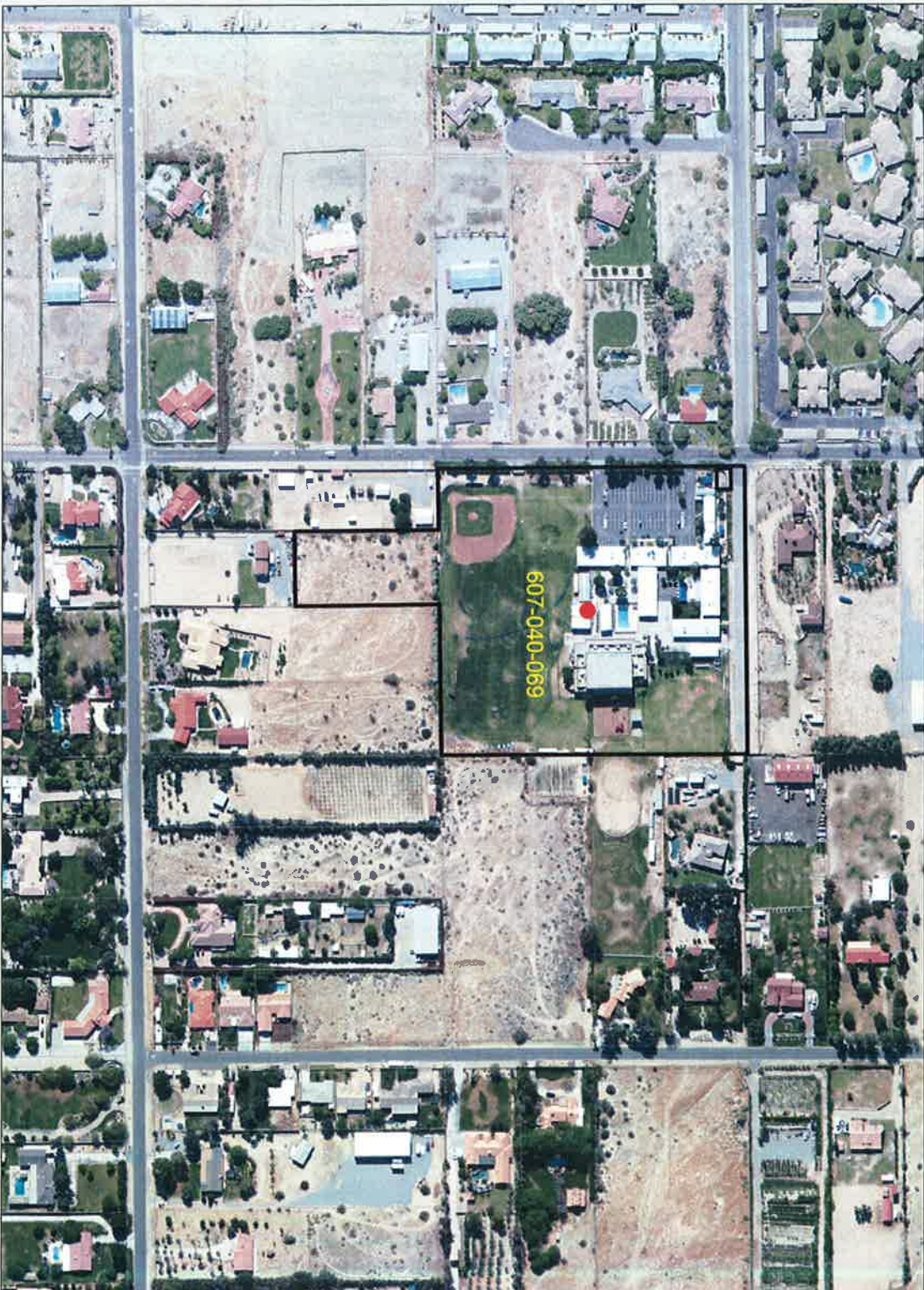
1 Thence South 89°16'57" East 626.20 feet to along the South line of the North half of the Northeast
2 Quarter of said Section 1 to the point of beginning. Assessor's

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Parcel No: 626-150-039



Resolution No. 2016-105 Authorization to Exchange Real Property

40700 Yucca Lane in the unincorporated community of Bermuda Dunes, Riverside County, California



Legend

- City Boundaries
- Cities

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.

Notes
APN #: 607-040-069
District 4
County Property



0 410 819 Feet



REPORT PRINTED ON: 6/30/2016 10:14:57 AM

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Resolution No. 2016-105 Authorization to Exchange Real Property between Las Montanas Road and 38th Avenue, in the unincorporated community of Bermuda Dunes



0 824 1,647 Feet



REPORT PRINTED ON..6/30/2016 10:12:11 AM

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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.



Legend

- City Boundaries
- Cities

Notes

APNs # 626-150-037, 626-150-038,
626-150-039
District 4
DCA Property

EXHIBIT E

Recorded at request of and return to:

FREE RECORDING

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

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

PROJECT: CSOD EXCHANGE
APN: 626-040-069

GRANT DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt and adequacy of which are
hereby acknowledged,

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

Grants to Desert Christian Academy, a 501(c)(3) non-profit organization the fee simple
interest in real property in the State of California, as more particularly described as:

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

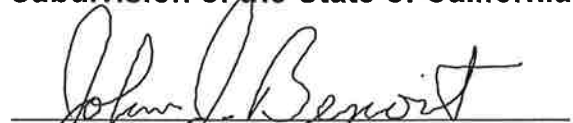
JUL 26 2016 3-27

PROJECT: CSOD EXCHANGE
APN: 626-040-069

Dated: July 26, 2016

GRANTOR:

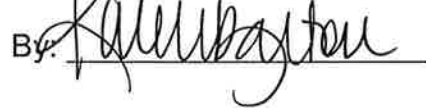
**COUNTY OF RIVERSIDE, a political
subdivision of the State of California**



John J. Benoit, Chairman
Board of Supervisors

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 

APPROVED AS TO FORM:

Gregory P. Priamos, County Counsel

By: 
Todd Frahm
Deputy County Counsel

EXHIBIT F

Recorded at request of and return to:

FREE RECORDING

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

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

PROJECT: CSOD EXCHANGE
APN'S: 626-150-037, 626-150-038,
626-150-039

GRANT DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt and adequacy of which are
hereby acknowledged,

DESERT CHRISTIAN ACADEMY, a 501(c)(3) non-profit organization

Grants to COUNTY OF RIVERSIDE, a political subdivision of the State of California the fee
simple interest in real property in the State of California, as more particularly described as:

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

PROJECT: CSOD EXCHANGE
APN'S: 626-150-037, 626-150-038,
626-150-039

Dated: 6/9/16

GRANTOR:
DESERT CHRISTIAN ACADEMY,
a California 501 (c)(3) corporation

By: 
David E. Fulton
Founder

By: 
Debbie Scott
Head of School



Original Negative Declaration/Notice of
Determination was routed to County
Clerks for posting on.
7/27/16 KB
Date Initial

NOTICE OF EXEMPTION

June 7, 2016

Project Name: Land Exchange and Termination of Lease with Desert Christian Academy, located in the unincorporated community of Bermuda Dunes, County of Riverside

Project Number: FM0417200278

Project Location: 40700 Yucca Lane, east of Washington Street, Assessor's Parcel Number (APN) 607-040-069 and west of Washington Street between Las Montañas Road and 38th Avenue, APNs 626-150-039, 626-150-138, 626-150-137, in the unincorporated community of Bermuda Dunes, Riverside County (See attached exhibit)

Description of Project: The County of Riverside (County) previously acquired the property located at 40700 Yucca Lane (APN 607-040-069), in the unincorporated community of Bermuda Dunes on July 29, 2008. The property consists of approximately 15 buildings with a pool and athletic fields on a 10.17-acre school campus, with 1.2 acres of excess land. Subsequent to the acquisition, the County entered into a six-year lease with the Christian School of the Desert, predecessor in interest to Desert Christian Academy (DCA), commencing August 28, 2008, for their school located on the property. The six-year term was established to accommodate the construction time frame of a new school at a new location. The DCA acquired real property consisting of 59.16 acres of vacant land located on the west side of Washington Street between Las Montañas Road and 38th Avenue, in the unincorporated community of Bermuda Dunes, Riverside County, California (APNs: 626-150-037, 626-150-038 and 626-150-039) for the purpose of relocating the school from 40700 Yucca Lane to the vacant land.

The DCA has determined that it is no longer economically feasible to develop a new campus on the vacant land and desires to acquire the County-owned property containing the existing school in exchange for the vacant land. The County intends to convey the fee simple interest in real property at 40700 Yucca Lane in exchange for the fee simple interest in real property consisting of 59.16 acres of vacant land located on the west side of Washington Street between Las Montañas Road and 38th Avenue, by grant deeds. As part of the exchange, the existing lease with DCA for the property at 4700 Yucca Lane will be terminated. The properties have been valued equally by an independent MAI appraiser hired by the County; therefore, no other consideration shall be paid by either party. Pursuant to Government Code Section 25365, a county may exchange real property or any interest therein, belonging to the county with any person, if the property or interest therein to be conveyed is not required for county use and the property to be acquired is needed for county use. The exchange of property between the County and the Desert Christian Academy is identified as the project under the California Environmental Quality Act (CEQA).

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

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency and Desert Christian Academy

Exempt Status: State CEQA Guidelines, Section 15301, Class I Existing Facilities Exemption; Section 15061(b)(3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 150061 and 15300 to 15301.

JUL 26 2016 3:27

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

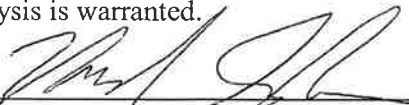
Reasons Why Project is Exempt: The discretionary action to exchange property is exempt from the requirements of CEQA as it would not result in direct impacts to the physical environment or reasonably foreseeable indirect effects. The change in ownership from the exchange of property would have no direct physical effect on the environment as the school would continue to operate in its existing capacity and no plans have been identified for the future development of vacant land to be acquired by the County.

- **Section 15301 (b) – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The Project, as proposed, is limited to the exchange of property. The exchange of property would not result in any changes in land use and will not increase the intensity of use or capacity of either site; therefore, the Project is exempt as the Project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the Project may have a significant effect on the environment. The proposed exchange of property will not result in any direct or indirect physical environmental impacts. The properties would remain in their current conditions and any future changes or development entitlements would be subject to additional CEQA review. 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.

The proposed indirect effects of the property exchange resulting from future development of the vacant land are not a project as defined under Section 15378 of the State CEQA Guidelines, as the exchange of property does not commit the County or the DCA to any definite course of action that would lead to change in the physical environment. In addressing indirect effects of the property exchange, CEQA Guidelines 15004(b) identifies the necessity of balance in determining the timing of CEQA compliance, citing the need to enable environmental considerations to have influence on programming and design, while at the same time having enough detailed information for meaningful environmental assessment. No plans for the vacant land to be acquired by the County have been identified at this time, and any attempt at evaluating physical impacts related to future development, would be wholly speculative and would provide no meaningful input or analysis. The potential indirect effects of the regarding the development of the vacant County-owned property are not reasonably foreseeable and not considered as part of the proposed discretionary action, which is limited to the property exchange.

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: _____

6/7/16

Mike Sullivan, Senior Environmental Planner
County of Riverside, Economic Development Agency

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

**Project Name: Land Exchange and Lease Termination with Desert Christian Academy,
located in the unincorporated community of Bermuda Dunes, County of Riverside**

Accounting String: 524830-47220-7200400000- FM0417200278

DATE: May 3, 2016

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND
HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Economic
Development Agency

Signature: _____

PRESENTED BY: Jose Ruiz, Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: _____

DATE: _____

RECEIPT # (S) _____



Date: May 3, 2016

To: Mary Ann Meyer, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # FM0417200278**
Land Exchange and Lease Termination with Desert Christian Academy, Bermuda Dunes, County of Riverside

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to:

Mail Stop #1330

Attention: Mike Sullivan, Senior Environmental Planner,

Economic Development Agency,

3403 10th Street, Suite 400, Riverside, CA 92501

If you have any questions, please contact Mike Sullivan at 955-8009.

Attachment

cc: file

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

165



FROM: Economic Development Agency

SUBMITTAL DATE:
 June 29, 2016

SUBJECT: Resolution No. 2016-104, Notice of Intention to Exchange Real Property in the Unincorporated Community of Bermuda Dunes and Terminate Lease, Riverside County, State of California, District 4 [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2016-104, Notice of Intention to Exchange Real Property and Terminate Lease in the unincorporated community of Bermuda Dunes, Riverside County, California, involving the conveyance by the County of Riverside (County) of a school campus with approximately fifteen (15) buildings, a pool and associated athletic fields situated on a 10.17 acres with 1.2 vacant acres of excess land, Assessor's Parcel Number 626-040-069 (the County Property), to the Desert Christian Academy, a California 501 (c)(3) non-profit corporation (DCA), formerly known as Christian School of the Desert, via grant deed, in exchange for the conveyance by DCA of approximately 59.16 acres of vacant land located on the west side of Washington Street between Las Montanas Road and 38th Avenue, in the unincorporated community of Bermuda Dunes, Riverside County, California (Assessor's Parcel Numbers: 626-150-037, 626-150-038 and 626-150-039), to the County via grant deed; and

(Continued)

Robert Field

Robert Field
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: N/A				Budget Adjustment: No	
				For Fiscal Year: 2016/17	

C.E.O. RECOMMENDATION:

APPROVE

BY: *Rohini Dasika*
 Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended and is set for public meeting on or after July 26, 2016 at 9:00 a.m. or as soon as possible thereafter.

Ayes: Jeffries, Washington, Benoit and Ashley
 Nays: None
 Absent: Tavaglione
 Date: July 12, 2016
 xc: EDA, COB

Kecia Harper-Ihem
 Clerk of the Board

By: *Kecia Harper-Ihem*
 Deputy

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

Economic Development Agency

FORM 11: Resolution No. 2016-104, Notice of Intention to Exchange Real Property in the Unincorporated Community of Bermuda Dunes and Terminate Lease, Riverside County, State of California, District 4 [\$0]

DATE: June 29, 2016

PAGE: 2 of 3

RECOMMENDED MOTION: (Continued)

2. Direct the Clerk of the Board to give notice as provided in Section 6061 of the Government Code.

BACKGROUND:

Summary

On July 29, 2008, the Board adopted County Resolution 2008-256, Authorization to Purchase the property located at 40700 Yucca Lane, in the unincorporated community of Bermuda Dunes, Riverside County, California identified as assessor parcel number 607-040-069 (County Property). The County of Riverside (County), through the Redevelopment Agency, acquired the property from the Christian School of the Desert, predecessor in interest to DCA, consisting of a school campus with approximately fifteen buildings, a pool and associated athletic fields situated on 10.17 acres along with 1.2 vacant acres of excess land.

After acquiring the school campus, the County entered into a six-year lease back Agreement (the Lease) with the Christian School of the Desert, which commenced on August 28, 2008, and in order for the Desert Christian Academy School to continue its operations. The six-year term was established to accommodate the relocation and construction time frame of a new school at a new location. DCA acquired real property consisting of 59.16 acres of vacant land located on the west side of Washington Street between Las Montanas Road and 38th Avenue, in the unincorporated community of Bermuda Dunes, Riverside County, California (Assessor's Parcel Numbers: 626-150-037, 626-150-038 and 626-150-039) (DCA Property) for the purpose of relocating the Desert Christian Academy School.

DCA subsequently determined that it was no longer economically feasible to develop a new campus on the DCA Property and now desires to acquire the County Property in exchange for the DCA Property and to terminate the Lease of the County Property. The County of Riverside intends to convey the fee simple interest in the County Property in exchange for the fee simple interest in the DCA Property, by grant deeds. The properties have been valued in the same range by an independent MAI appraiser hired by the County; therefore, no other consideration shall be paid by either party. DCA shall be responsible for paying any and all escrow costs and fees as well as the full cost of title policies on the properties to be acquired and exchanged. DCA shall reimburse the County of Riverside Economic Development Agency, Real Estate Division for all staff time accrued in processing this transaction, County Counsel costs, appraisal costs, preliminary report costs, and outside counsel costs associated with the release of bond financing on the County Property.

Pursuant to Government Code Section 25365, a county may exchange real property or any interest therein, belonging to the county with any person, if the property or interest therein to be conveyed is not required for County use and the property to be acquired is needed for county use. This exchange may be upon the terms and conditions as are agreed upon and without complying with any other provisions of the Government Code. The value of the private real property exchanged shall be equal to or greater than 75% of the value of the county property offered in the exchange.

Resolution No. 2016-104 has been approved as to form by County Counsel.

Impact on Citizens and Businesses

(Commences on Page 3)

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

Economic Development Agency

FORM 11: Resolution No. 2016-104, Notice of Intention to Exchange Real Property in the Unincorporated Community of Bermuda Dunes and Terminate Lease, Riverside County, State of California, District 4 [\$0]

DATE: June 29, 2016

PAGE: 3 of 3

Impact on Citizens and Businesses

The exchange of real property will continue to benefit the residents of the Desert Communities by providing the continuing occupancy of the Desert Christian Academy School in the unincorporated community of Bermuda Dunes. The new County property will be used for the benefit of citizens and businesses of Riverside County.

SUPPLEMENTAL:

Additional Fiscal Information

No net County costs will be incurred and no budget adjustment is necessary.

Attachments:

Resolution No. 2016-104 with Exhibit A and Exhibit B

Aerial Images

FORM APPROVED COUNTY COUNSEL
BY: B. TODD BRAHM
DATE: 6/7/16

BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE

RESOLUTION NO. 2016-104

NOTICE OF INTENTION TO EXCHANGE REAL PROPERTY AND TERMINATE LEASE
IN THE UNINCORPORATED COMMUNITY OF BERMUDA DUNES, COUNTY OF RIVERSIDE

WHEREAS, County acquired that certain Real Property located at 40700 Yucca Lane in the unincorporated community of Bermuda Dunes, Riverside County, California identified as Assessor's Parcel Number 607-040-069 ("County Property"), from the Christian School of the Desert ("CSOD") predecessor in interest to the Desert Christian Academy, a California 501(c)(3) corporation ("DCA"), pursuant to a Grant Deed recorded on August 26, 2008 as Instrument No. 2008-0469571, Official Records of County of Riverside, California; and

WHEREAS, the County Property consists of approximately fifteen (15) buildings with a pool and athletic fields situated on a 10.17 acre school campus with 1.2 acres of excess land as legally described in Exhibit A; and

WHEREAS, the County and CSOD entered into that certain lease agreement dated August 28, 2008, whereby the 10.17 acres of the County Property is leased to CSOD for their Desert Christian Academy School (the "Lease"); and

WHEREAS, DCA acquired certain real property consisting of 59.16 acres of vacant land located on the west side of Washington Street between Las Montanas Road and 38th Avenue, in the unincorporated community of Bermuda Dunes, Riverside County, California (Assessor's Parcel Numbers: 626-150-037, 626-150-038 and 626-150-039) as legally described in Exhibit B ("DCA Property") for the purpose of relocating the Desert Christian Academy School; and

WHEREAS, DCA has determined that it is no longer economically feasible to develop a new campus on the DCA Property and desires to acquire the County Property in exchange for the DCA Property; and

WHEREAS, pursuant to Government Code Section 25365, the County may exchange real property belonging to the County with any person upon the terms and conditions as are agreed upon and without complying with any other provisions of the Government Code, if the

1 property to be conveyed is not required for County use, the property to be acquired is needed
2 for County use and the values of each parcel are approximately equal; and

3 WHEREAS, the properties have been valued in substantially the same range by an
4 independent MAI appraiser retained by the County; and

5 WHEREAS, the County and DCA now desire to exchange the fee simple interests in real
6 property described herein and terminate the Lease; now, therefore,

7 BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the
8 County of Riverside, California, in regular session assembled on July 12, 2016, that:

9 NOTICE IS HEREBY GIVEN that the Board of Supervisors of County of Riverside
10 intends to exchange fee simple interests in real property with DCA of the following described
11 real property pursuant to an exchange agreement. The County and DCA will consummate the
12 exchange and the termination of Lease through escrow and pursuant to a Real Estate
13 Exchange Agreement and Termination of Lease whereby the County will convey the County
14 Property to DCA and DCA will convey the DCA Property to the County and the Lease for the
15 County Property will be terminated. This exchange transaction is in conformance with
16 Government Code Section 25365 because the values of each parcel are approximately the
17 same.

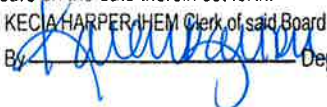
18 The Board of Supervisors intend to meet to conclude the proposed transaction on or after
19 July 26, 2016 at 9:00 am, at the meeting room of the Board of Supervisors located on the 1st
20 floor of the County Administrative Center, 4080 Lemon Street, Riverside, California.

21 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of
22 Supervisors is directed to give notice hereof as provided in Section 6061 of the Government
23 Code.

24 ROLL CALL:

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

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

KECIA HARPER-HEM Clerk of said Board
By  Deputy

1 **Exhibit A**

2 **Legal Description of COUNTY PROPERTY**

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

4 Parcel A:

5 That portion of the Northwest ¼ of Section 7, Township 5 South, Range 7 East, in the county of Riverside, San Bernardino Base and Meridian, according to the Official Plat thereof; described as follows:

6 Commencing at the Southeast corner of the Northwest ¼ of said Section 7, as shown on Record of Survey, of
7 a portion of Section, Township 5 South, Range 7 East, San Bernardino Base and Meridian, and of Lots 27, 28,
8 29 and 30 of Records of Survey Book 20, Page 81, Riverside County Records, on file in Book 23, Page 43 of
9 Records of Survey, Riverside County Records; thence North
10 00°13'30" West, on the Easterly line of said Northwest 1/4 , 664.35 feet, more or less, to the Southeast corner
11 of the North ½ of the Southeast ¼ of the Northwest ¼ of said Section 7, for the true point of beginning; thence
12 Northerly on said Easterly line, 486 feet to a point 178.4 feet South of the
13 Southeast corner of Parcel 121 as shown on said Record of Survey; thence South 89°19'08" West,
14 663.44 feet to a point which bears South 00°07'00" East from the Southwest corner of said Parcel
15 121; thence North 00°07'00" West, 178.37 feet, to the Southwest corner of said Parcel 121; thence South
16 89°19'19" West, 663.11 feet, to the Northeast corner of Parcel 132 as shown on said Record of Survey;
17 thence South 00°00'30" East, 664.40 feet, more or less, to the Southwest corner of the North ½ of the
18 Southeast ¼ of the Northwest ¼ of said Section 7; thence Easterly, on the Southerly line of said North ½, to
19 the true point of beginning.

20 Excepting therefrom that portion described as follows:

21 That portion of the Northwest 1/3 of Section 7, Township 5 South, Range 7 executed by, San
22 Bernardino Base and Meridian, described as follows:

23 Commencing at the Southeast corner of the Northeast ½ of the Southeast ¼ of the Northwest ¼ of said
24 Section; thence Northerly on the Easterly line of said Northwest ¼ 324 feet, more or less, to the Southeast
25 corner of that certain Parcel conveyed to Garo Garabedian, an unmarried man by deed recorded March 15,
26 1957 as Instrument No. 19152, of Official Records; thence Westerly on the Southerly line of said Parcel so
27 conveyed 663.44 feet, more or less, to the Southwest corner thereof; thence South 0°07'00" East, on the
28 Southerly extension of the Westerly line of said Parcel so conveyed, 324 feet, more or less, to the Southerly
line of the North ½ of the Southeast ¼ of the Northwest ¼ of said Section; thence North 89°19'08" East, on
said Southerly line, 663.44 feet, more or less, to the point of beginning.

Also excepting therefrom that portion described as follows:

That portion of the Northwest ¼ of Section 7, Township 5 South, Range 7 East, San Bernardino
Base and Meridian, described as follows:

Commencing at the Southwest corner of Parcel 121, as shown on Record of Survey entitled "Record of Survey
of a portion of Section 7, Township 5 South, Range 7 executed by, San Bernardino Base and Meridian, and of
Lots 27, 28, 29 and 30, of Record of Survey, Book 20, Page 81, Records of Riverside County, California, on file
in Book 23, Page 43 of Record of Survey, Riverside County Records; thence South 0°07'0" East, 178.37 feet to
the Southeast corner of that certain Parcel of land conveyed to Charles S. Tune and Ophelia E. Tune, husband
and wife, by deed recorded April
3, 1956 as Instrument No. 23235, of Official Records, for the true point of beginning; thence continuing
South 0°07'0" East on the Southerly prolongation of the Westerly line of the Parcel

described hereinabove, 162 feet; thence Easterly 663.44 feet, more or less, to the Southwest corner of Parcel
110 of said Record of Survey; thence North 0°13'30" West on the Westerly line of Parcel 110, 162 feet to the
Southeast corner of that certain Parcel of land conveyed to Charles S. Tune and Ophelia Tune, husband and
wife hereinabove described; thence South 89°19'08" West on the Southerly line of said Parcel 663.44 feet to
the true point of beginning.

Also excepting therefrom that portion described as follows:

Commencing at the Northwest corner of the Northwest ¼ of the Southeast ¼ of the Northwest ¼ of Section 7, Township 5 South, Range 7 East, San Bernardino Base and Meridian, as shown on Record of Survey filed in Book 8, Page 74 Record of Survey of Riverside County, California, being also in the centerline of Yucca lane at the Northeast corner the Parcel 132 of Record of Survey filed in Book 23, Page 43, of Record of Survey, records of Riverside County, California; thence South 0°00'30" East, along the Westerly line of said Northwest ¼ of the Southeast ¼ of the Northwest ¼ of said Section 7, as shown on said Record of Survey filed in Book 8, Page 74 of Records of Survey, being also in the Easterly line of said Parcel 132, and in the centerline of said Yucca Lane, 30.00 feet, to a point in a line which is parallel to and 30 feet Southerly (measured at right angles) from the Southerly line of Parcel 122 as shown on said Record of Survey filed in Book 23, Page 43 of Record of Survey; thence North 89°19'15" East, along said parallel line, 30.00 feet, to a point in a line which is parallel to and 30 feet Easterly (measured at right angles) from said centerline of Yucca Lane, being the true point of beginning of the Parcel of land being described; thence continuing North 89°19'15" East, along said first mentioned parallel line, 45 feet; thence South 0°00'30" East, parallel to said centerline of Yucca Lane, 30.00 feet to a point in a line which is parallel to and 60 feet Southerly (measured at right angles) from said Southerly line of Parcel 122; thence South 89°19'15" West, along said last mentioned parallel line, 45.00 feet, to a point in said previously mentioned line which is parallel line which is parallel to and 30 feet Easterly (measured at right angles) from said centerline of Yucca Lane; thence North 0°00'30" West, parallel to said centerline of Yucca Lane, 30.00 feet to said true point of beginning.

Parcel B:

The Northerly 317.00 feet of the following described Parcel:

That portion of the Southwest ¼ of the Southeast ¼ of the Northwest ¼ of Section 7, Township 5 South, Range 7 East, San Bernardino Base and Meridian, according to the Official Plat thereof, described as follows:

Beginning at the intersection of the centerline of Yucca Lane with the centerline of 41st Avenue; thence East, along said centerline of 41st Avenue, 332.76 feet to a point that is 332.76 feet West of the Southeast ¼ of the Southwest ¼ of the Southeast ¼ of the Northwest ¼ and point being the true point of beginning; thence North, in a direct line to a point on the North line of said Southwest ¼ thence West along said North line 166.06 feet to a point that is distant East, 166.06 feet from the centerline of Yucca Lane; thence South in a direct line, 664.31 feet to a point on the centerline of 41st Avenue, said point being 166.38 feet East of the intersection of the centerline of Yucca Lane and 41st Avenue; thence East, along the centerline of 41st Avenue, 166.38 feet to the true point of beginning.

Excepting therefrom any portion included within 41st Avenue.

Assessor's Parcel No: 607-040-0691

Exhibit B

Legal Description of DCA PROPERTY

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

Parcel 1:

Parcel A of Lot Line Adjustment No. 05137 recorded May 24, 2007, as Instrument No. 2007-0343281 of Official Records of Riverside County, California, more particularly described as follows:

That portion of Parcel 1 of Parcel Merger No. 1699, recorded December 13, 2006 as Instrument No. 2006-0912525 of Official Records in the County of Riverside, State of California, more particularly described as follows:

Beginning at the Southwest corner of Parcel 1 of said Parcel Merger No. 1699; Thence

North 00°31'06" East 979.82 feet along the center line of said Section 1; Thence South

89°27'42" East, 1319.43 feet to the East line of said Parcel 1;

Thence South 00°23'32" West 983.96 feet along said East line to the Southeast corner of said Parcel 1;

Thence North 89°16'57" West 1321.61 feet along the South line of said Parcel 1 to the point of beginning.

Assessor's Parcel No: 626-150-037

Parcel 2:

Parcel B of Lot Line Adjustment No. 05137 recorded May 24, 2007 as Instrument No. 2007-0343281 of Official Records of Riverside County, California, more particularly described as follows:

That portion of the Northeast Quarter of the Northeast Quarter of Section 1, Township 5 South, Range 6 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, more particularly described as follows:

Beginning at the Southeast corner of Parcel 1 of Parcel Merger No. 1699, recorded December 13, 2006 as Instrument No. 0912525 of Official Records of said County;

Thence North 00°23'32" East 983.96 feet along the East line of said Parcel 1;

Thence South 89°27'42" East 689.06 feet to the beginning of a tangent curve concave Southerly and having a radius of 1940.00 feet;

Thence Southeasterly along the arc of said curve an arc distance of 204.15 feet through a central angle of 06°01'46"; a line radial to said curve at said point bears North 06°34'04" East;

Thence South 00°32'18" West 539.01 feet to the beginning of a non-tangent curve concave Southerly and having a radius of 1376.00 feet a line radial to said curve at said point bears South 05°22'52" East;

Thence Westerly along the arc of said curve an arc distance of 66.58 feet through a central angle of 02°46'21" to the beginning of reverse curve concave Northwesterly and having a radius of 306.00 feet, a line radial to said curve at said point bears North 08°09'13" West;

Thence Westerly along the arc of said curve an arc distance of 46.20 feet through a central angle of

08°38'59" a line radial to said curve at said point bears South 00°29'46" West;

Thence South 05°09'58" East 102.86 feet; Thence

South 02°36'10" East, 89.81 feet; Thence South

13°32'01" West 117.38 feet;

Thence South 31°47'23" West 138.04 feet to a point on the South line of the North half of the Northeast Quarter of said Section 1;

Thence North 89°16'57" West 695.41 feet to along the South line of the North half of the Northeast Quarter of said Section 1 to the point of beginning. Assessor's

Parcel No: 626-150-038

Parcel 3:

Parcel D of Lot Line Adjustment No. 05137, recorded May 24, 2007 as Instrument No. 2007-0343281 of Official Records of Riverside County, California, more particularly described as follows:

That portion of the Northeast Quarter of the Northeast Quarter of Section 1, Township 5 South, Range 6 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, more particularly described as follows:

Beginning North One-Sixteen corner of said Section 1;

Thence North 00°16'00" East 882.65 feet along the East line of said Section 1 to the beginning a non-tangent curve concave Southwesterly and having a radius of 1940.00 feet, a line radial to said curve at said point bears South 19°30'56" West;

Thence Northwesterly along the arc of said curve an arc distance of 438.41 feet through a central angle of 12°56'52" a line radial to said curve at said point bears North 06°34'04" East;

Thence South 00°32'18" West 539.01 feet to the beginning of a non-tangent curve concave Southerly and having a radius of 1376.00 feet, a line radial to said curve at said point bears South 05°22'52" East;

Thence Westerly along the arc of Deeds said curve an arc distance of 66.58 feet through a central angle of 02°46'21" to the beginning of a reverse curve concave Northwesterly and having a radius of 306.00 feet, a line radial to said curve at said point bears North 08°09'13" West;

Thence Westerly along the arc of said curve an arc distance of 46.20 feet through a central angle of 08°38'59" a line radial to said curve at said point bears South 00°29'46" West;

Thence South 05°09'58" East 102.86 feet; Thence

South 02°36'10" East 89.81 feet; Thence South

13°32'01" West 117.38 feet;

Thence South 31°47'23" West 138.04 feet to a point on the South line of the North line of the Northeast Quarter of said Section 1;

Thence South 89°16'57" East 626.20 feet to along the South line of the North half of the Northeast Quarter of said Section 1 to the point of beginning. Assessor's

Parcel No: 626-150-039

Resoluion No. 2016-104 Notice of Intention to Exchange Real Property Between Las Montanas Road and 38th Avenue, in the unincorporated community of Bermuda Dunes



Legend
 City Boundaries
 Cities



Notes
 APN's: 626-150-037, 626-150-038,
 626-150-039
 District 4
 CSOD Property

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.



0 824 1,647 Feet

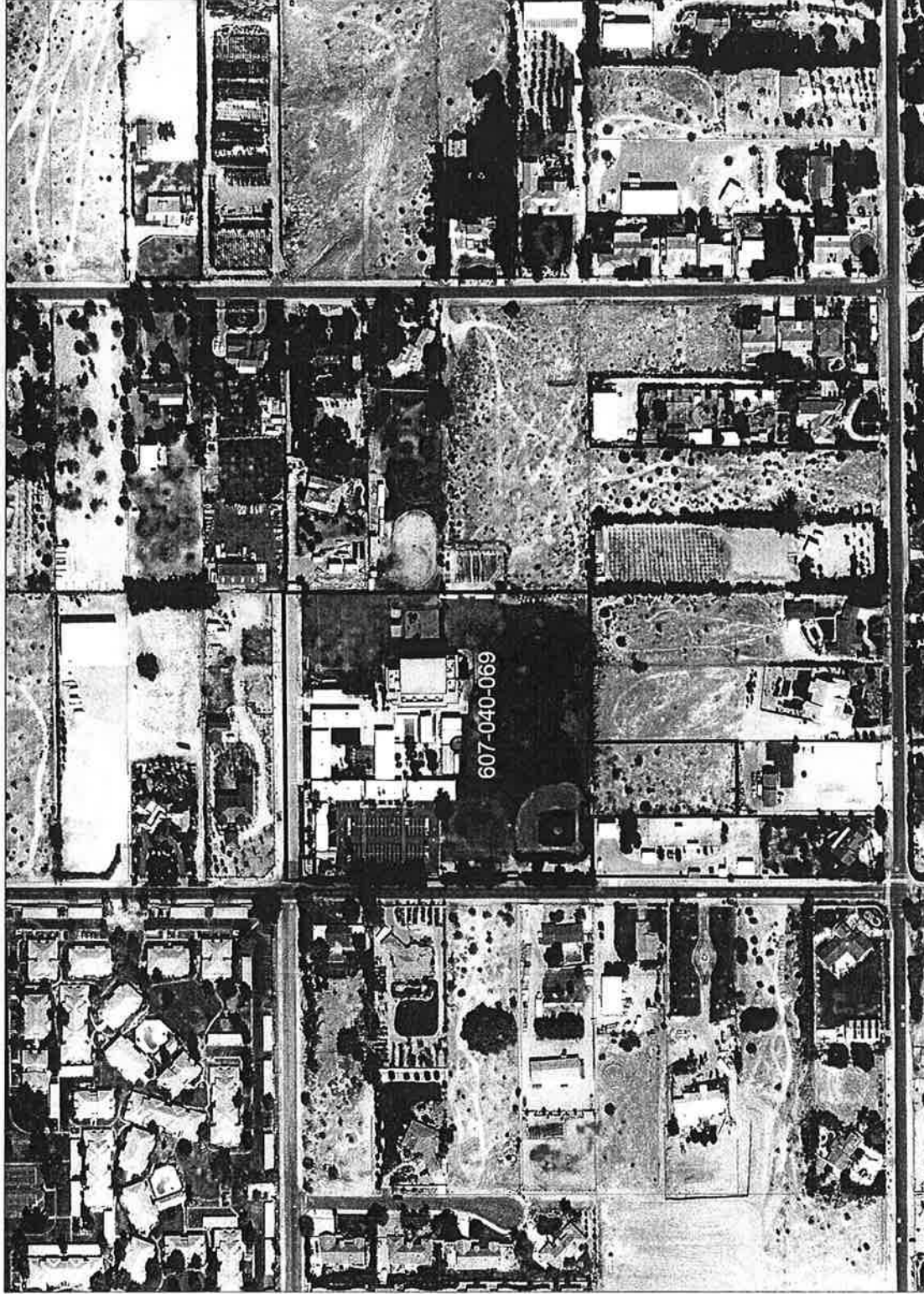


REPORT PRINTED ON...3/21/2016 3:21:17 PM

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Resolution No. 2016-104 Notice of Intention to Exchange Real Property

40700 Yucca Lane in the unincorporated community of Bermuda Dunes, Riverside County, California



Legend
City Boundaries
Cities

Notes
APN#: 607-040-069
District 4
County Property

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.



0 410 819 Feet



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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

July 18, 2016

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. 2016-104

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **ONE (1) TIME** on **Wednesday: July 20, 2016.**

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: Email, TDS-Legals <legals@thedesertsun.com>
Sent: Monday, July 18, 2016 9:49 AM
To: Gil, Cecilia
Subject: RE: FOR PUBLICATION: Res. 2016-104

Received and will publish. Have a great week!

Lynne Stephenson

Executive Assistant to the President and Publisher



Mobile: 760.880.3859
Office: 760.778.4502
lynne.stephenson@desertsun.com

desertsun.com

From: Gil, Cecilia [mailto:CCGIL@rcbos.org]
Sent: Monday, July 18, 2016 9:13 AM
To: Email, TDS-Legals <legals@thedesertsun.com>
Subject: FOR PUBLICATION: Res. 2016-104

Good morning! Attached is a Notice of Public Meeting, for publication on Wednesday, July 20, 2016. Please confirm. THANK YOU!

Cecilia Gil

Board Assistant
Clerk of the Board of Supervisors
(951) 955-8464
MS# 1010

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

RESOLUTION NO. 2016-104

**NOTICE OF INTENTION TO EXCHANGE REAL PROPERTY AND TERMINATE LEASE
IN THE UNINCORPORATED COMMUNITY OF BERMUDA DUNES, COUNTY OF RIVERSIDE**

WHEREAS, County acquired that certain Real Property located at 40700 Yucca Lane in the unincorporated community of Bermuda Dunes, Riverside County, California identified as Assessor's Parcel Number 607-040-069 ("County Property"), from the Christian School of the Desert ("CSOD") predecessor in interest to the Desert Christian Academy, a California 501(c)(3) corporation ("DCA"), pursuant to a Grant Deed recorded on August 26, 2008 as Instrument No. 2008-0469571, Official Records of County of Riverside, California; and

WHEREAS, the County Property consists of approximately fifteen (15) buildings with a pool and athletic fields situated on a 10.17 acre school campus with 1.2 acres of excess land as legally described in Exhibit A; and

WHEREAS, the County and CSOD entered into that certain lease agreement dated August 28, 2008, whereby the 10.17 acres of the County Property is leased to CSOD for their Desert Christian Academy School (the "Lease"); and

WHEREAS, DCA acquired certain real property consisting of 59.16 acres of vacant land located on the west side of Washington Street between Las Montanas Road and 38th Avenue, in the unincorporated community of Bermuda Dunes, Riverside County, California (Assessor's Parcel Numbers: 626-150-037, 626-150-038 and 626-150-039) as legally described in Exhibit B ("DCA Property") for the purpose of relocating the Desert Christian Academy School; and

WHEREAS, DCA has determined that it is no longer economically feasible to develop a new campus on the DCA Property and desires to acquire the County Property in exchange for the DCA Property; and

WHEREAS, pursuant to Government Code Section 25365, the County may exchange real property belonging to the County with any person upon the terms and conditions as are agreed upon and without complying with any other provisions of the Government Code, if the property to be conveyed is not required for County use, the property to be acquired is needed for County use and the values of each parcel are approximately equal; and

WHEREAS, the properties have been valued in substantially the same range by an independent MAI appraiser retained by the County; and

WHEREAS, the County and DCA now desire to exchange the fee simple interests in real property described herein and terminate the Lease; now, therefore,

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, California in regular session assembled on July 12, 2016, that:

NOTICE IS HEREBY GIVEN that the Board of Supervisors of County of Riverside intends to exchange fee simple interests in real property with DCA of the following described real property pursuant to an exchange agreement. The County and DCA will consummate the exchange and the termination of Lease through escrow and pursuant to a Real Estate Exchange Agreement and Termination of Lease whereby the County will convey the County Property to DCA and DCA will convey the DCA Property to the County and the Lease for the County Property will be terminated. This exchange transaction is in conformance with Government Code Section 25365 because the values of each parcel are approximately the same.

The Board of Supervisors intend to meet to conclude the proposed transaction on or after July 26, 2016 at 9:00 am, at the meeting room of the Board of Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California.

BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of Supervisors is directed to give notice hereof as provided in Section 6061 of the Government Code.

(INSERT EXHIBIT A and B)

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 July 12, 2016.

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.

Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact Lisa Wagner at (951) 955-1063, 72 hours prior to the 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: July 18, 2016

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

1 **Exhibit A**

2 **Legal Description of COUNTY PROPERTY**

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

4 Parcel A:

5 That portion of the Northwest ¼ of Section 7, Township 5 South, Range 7 East, in the county of Riverside, San Bernardino Base and Meridian, according to the Official Plat thereof; described as follows:

6 Commencing at the Southeast corner of the Northwest ¼ of said Section 7, as shown on Record of Survey, of
7 a portion of Section, Township 5 South, Range 7 East, San Bernardino Base and Meridian, and of Lots 27, 28,
8 29 and 30 of Records of Survey Book 20, Page 81, Riverside County Records, on file in Book 23, Page 43 of
9 Records of Survey, Riverside County Records; thence North
10 00°13'30" West, on the Easterly line of said Northwest 1/4, 664.35 feet, more or less, to the Southeast corner
11 of the North ½ of the Southeast ¼ of the Northwest ¼ of said Section 7, for the true point of beginning; thence
12 Northerly on said Easterly line, 486 feet to a point 178.4 feet South of the
13 Southeast corner of Parcel 121 as shown on said Record of Survey; thence South 89°19'08" West,
14 663.44 feet to a point which bears South 00°07'00" East from the Southwest corner of said Parcel
15 121; thence North 00°07'00" West, 178.37 feet, to the Southwest corner of said Parcel 121; thence South
16 89°19'199" West, 663.11 feet, to the Northeast corner of Parcel 132 as shown on said Record of Survey;
17 thence South 00°00'30" East, 664.40 feet, more or less, to the Southwest corner of the North ½ of the
18 Southeast ¼ of the Northwest ¼ of said Section 7; thence Easterly, on the Southerly line of said North ½, to
19 the true point of beginning.

20 Excepting therefrom that portion described as follows:

21 That portion of the Northwest 1/3 of Section 7, Township 5 South, Range 7 executed by, San
22 Bernardino Base and Meridian, described as follows:

23 Commencing at the Southeast corner of the Northeast ½ of the Southeast ¼ of the Northwest ¼ of said
24 Section; thence Northerly on the Easterly line of said Northwest ¼ 324 feet, more or less, to the Southeast
25 corner of that certain Parcel conveyed to Garo Garabedian, an unmarried man by deed recorded March 15,
26 1957 as Instrument No. 19152, of Official Records; thence Westerly on the Southerly line of said Parcel so
27 conveyed 663.44 feet, more or less, to the Southwest corner thereof; thence South 0°07'00" East, on the
28 Southerly extension of the Westerly line of said Parcel so conveyed, 324 feet, more or less, to the Southerly
line of the North ½ of the Southeast ¼ of the Northwest ¼ of said Section; thence North 89°19'08" East, on
said Southerly line, 663.44 feet, more or less, to the point of beginning.

Also excepting therefrom that portion described as follows:

That portion of the Northwest ¼ of Section 7, Township 5 South, Range 7 East, San Bernardino
Base and Meridian, described as follows:

Commencing at the Southwest corner of Parcel 121, as shown on Record of Survey entitled "Record of Survey
of a portion of Section 7, Township 5 South, Range 7 executed by, San Bernardino Base and Meridian, and of
Lots 27, 28, 29 and 30, of Record of Survey, Book 20, Page 81, Records of Riverside County, California, on file
in Book 23, Page 43 of Record of Survey, Riverside County Records; thence South 0°07'0" East, 178.37 feet to
the Southeast corner of that certain Parcel of land conveyed to Charles S. Tune and Ophelia E. Tune, husband
and wife, by deed recorded April
3, 1956 as Instrument No. 23235, of Official Records, for the true point of beginning; thence continuing
South 0°07'0" East on the Southerly prolongation of the Westerly line of the Parcel

described hereinabove, 162 feet; thence Easterly 663.44 feet, more or less, to the Southwest corner of Parcel
110 of said Record of Survey; thence North 0°13'30" West on the Westerly line of Parcel 110, 162 feet to the
Southeast corner of that certain Parcel of land conveyed to Charles S. Tune and Ophelia Tune, husband and
wife hereinabove described; thence South 89°19'08" West on the Southerly line of said Parcel 663.44 feet to
the true point of beginning.

Also excepting therefrom that portion described as follows:

Commencing at the Northwest corner of the Northwest ¼ of the Southeast ¼ of the Northwest ¼ of Section 7, Township 5 South, Range 7 East, San Bernardino Base and Meridian, as shown on Record of Survey filed in Book 8, Page 74 Record of Survey of Riverside County, California, being also in the centerline of Yucca lane at the Northeast corner the Parcel 132 of Record of Survey filed in Book 23, Page 43, of Record of Survey, records of Riverside County, California; thence South 0°00'30" East, along the Westerly line of said Northwest ¼ of the Southeast ¼ of the Northwest ¼ of said Section 7, as shown on said Record of Survey filed in Book 8, Page 74 of Records of Survey, being also in the Easterly line of said Parcel 132, and in the centerline of said Yucca Lane, 30.00 feet, to a point in a line which is parallel to and 30 feet Southerly (measured t right angles) from the Southerly line of Parcel 122 as shown on said Record of Survey filed in Book 23, Page 43 of Record of Survey; thence North 89°19'15" East, along said parallel line, 30.00 feet, to a point in a line which is parallel to and 30 feet Easterly (measured at right angles) from said centerline of Yucca Lane, being the true point of beginning of the Parcel of land being described; thence continuing North 89°19'15" East, along said first mentioned parallel line, 45 feet; thence South 0°00'30" East, parallel to said centerline of Yucca Lane, 30.00 feet to a point in a line which is parallel to and 60 feet Southerly (measured at right angles) from said Southerly line of Parcel 122; thence South 89°19'15" West, along said last mentioned parallel line, 45.00 feet, to a point in said previously mentioned line which is parallel line which is parallel to and 30 feet Easterly (measured at right angles) from said centerline of Yucca Lane; thence North 0°00'30" West, parallel to said centerline of Yucca Lane, 30.00 feet to said true point of beginning.

Parcel B:

The Northerly 317.00 feet of the following described Parcel:

That portion of the Southwest ¼ of the Southeast ¼ of the Northwest ¼ of Section 7, Township 5 South, Range 7 East, San Bernardino Base and Meridian, according to the Official Plat thereof, described as follows:

Beginning at the intersection of the centerline of Yucca Lane with the centerline of 41st Avenue; thence East, along said centerline of 41st Avenue, 332.76 feet to a point that is 332.76 feet West of the Southeast ¼ of the Southwest ¼ of the Southeast ¼ of the Northwest ¼ and point being the true point of beginning; thence North, in a direct line to a point on the North line of said Southwest ¼ thence West along said North line 166.06 feet to a point that is distant East, 166.06 feet from the centerline of Yucca Lane; thence South in a direct line, 664.31 feet to a point on the centerline of 41st Avenue, said point being 166.38 feet East of the intersection of the centerline of Yucca Lane and 41st Avenue; thence East, along the centerline of 41st Avenue, 166.38 feet to the true point of beginning.

Excepting therefrom any portion included within 41st Avenue.

Assessor's Parcel No: 607-040-069I

Exhibit B

Legal Description of DCA PROPERTY

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

Parcel 1:

Parcel A of Lot Line Adjustment No. 05137 recorded May 24, 2007, as Instrument No. 2007-0343281 of Official Records of Riverside County, California, more particularly described as follows:

That portion of Parcel 1 of Parcel Merger No. 1699, recorded December 13, 2006 as Instrument No. 2006-0912525 of Official Records in the County of Riverside, State of California, more particularly described as follows:

Beginning at the Southwest corner of Parcel 1 of said Parcel Merger No. 1699; Thence

North 00°31'06" East 979.82 feet along the center line of said Section 1; Thence South

89°27'42" East, 1319.43 feet to the East line of said Parcel 1;

Thence South 00°23'32" West 983.96 feet along said East line to the Southeast corner of said Parcel 1;

Thence North 89°16'57" West 1321.61 feet along the South line of said Parcel 1 to the point of beginning.

Assessor's Parcel No: 626-150-037

Parcel 2:

Parcel B of Lot Line Adjustment No. 05137 recorded May 24, 2007 as Instrument No. 2007-0343281 of Official Records of Riverside County, California, more particularly described as follows:

That portion of the Northeast Quarter of the Northeast Quarter of Section 1, Township 5 South, Range 6 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, more particularly described as follows:

Beginning at the Southeast corner of Parcel 1 of Parcel Merger No. 1699, recorded December 13, 2006 as Instrument No. 0912525 of Official Records of said County;

Thence North 00°23'32" East 983.96 feet along the East line of said Parcel 1;

Thence South 89°27'42" East 689.06 feet to the beginning of a tangent curve concave Southerly and having a radius of 1940.00 feet;

Thence Southeasterly along the arc of said curve an arc distance of 204.15 feet through a central angle of 06°01'46"; a line radial to said curve at said point bears North 06°34'04" East;

Thence South 00°32'18" West 539.01 feet to the beginning of a non-tangent curve concave Southerly and having a radius of 1376.00 feet a line radial to said curve at said point bears South 05°22'52" East;

Thence Westerly along the arc of said curve an arc distance of 66.58 feet through a central angle of 02°46'21" to the beginning of reverse curve concave Northwesterly and having a radius of 306.00 feet, a line radial to said curve at said point bears North 08°09'13" West;

Thence Westerly along the arc of said curve an arc distance of 46.20 feet through a central angle of

08°38'59" a line radial to said curve at said point bears South 00°29'46" West;

Thence South 05°09'58" East 102.86 feet; Thence

South 02°36'10" East, 89.81 feet; Thence South

13°32'01" West 117.38 feet;

Thence South 31°47'23" West 138.04 feet to a point on the South line of the North half of the Northeast Quarter of said Section 1;

Thence North 89°16'57" West 695.41 feet to along the South line of the North half of the Northeast Quarter of said Section 1 to the point of beginning. Assessor's

Parcel No: 626-150-038

Parcel 3:

Parcel D of Lot Line Adjustment No. 05137, recorded May 24, 2007 as Instrument No. 2007-0343281 of Official Records of Riverside County, California, more particularly described as follows:

That portion of the Northeast Quarter of the Northeast Quarter of Section 1, Township 5 South, Range 6 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, more particularly described as follows:

Beginning North One-Sixteen corner of said Section 1;

Thence North 00°16'00" East 882.65 feet along the East line of said Section 1 to the beginning a non-tangent curve concave Southwesterly and having a radius of 1940.00 feet, a line radial to said curve at said point bears South 19°30'56" West;

Thence Northwesterly along the arc of said curve an arc distance of 438.41 feet through a central angle of 12°56'52" a line radial to said curve at said point bears North 06°34'04" East;

Thence South 00°32'18" West 539.01 feet to the beginning of a non-tangent curve concave Southerly and having a radius of 1376.00 feet, a line radial to said curve at said point bears South 05°22'52" East;

Thence Westerly along the arc of Deeds said curve an arc distance of 66.58 feet through a central angle of 02°46'21" to the beginning of a reverse curve concave Northwesterly and having a radius of 306.00 feet, a line radial to said curve at said point bears North 08°09'13" West;

Thence Westerly along the arc of said curve an arc distance of 46.20 feet through a central angle of 08°38'59" a line radial to said curve at said point bears South 00°29'46" West;

Thence South 05°09'58" East 102.86 feet; Thence

South 02°36'10" East 89.81 feet; Thence South

13°32'01" West 117.38 feet;

Thence South 31°47'23" West 138.04 feet to a point on the South line of the North line of the Northeast Quarter of said Section 1;

Thence South 89°16'57" East 626.20 feet to along the South line of the North half of the Northeast Quarter of said Section 1 to the point of beginning. Assessor's

Parcel No: 626-150-039