

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



10.1

(1)

On motion of Supervisor Spiegel, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the recommendation from Housing Authority regarding the Public Hearing for Adoption of (i) Resolution Number 2022-007, A Resolution of the Board of Commissioners of the Housing Authority of the County of Riverside Finding That Certain Real Property Located in the City of Hemet, County of Riverside, State of California, Identified as Assessor's Parcel Numbers (APNs) 443-050-002, 443-050-003, 443-050-004, 443-050-006, 443-050-017, 443-050-018, 443-050-020, 443-050-021, 443-050-022, 443-050-023, 443-050-024, 443-050-027, 443-050-028, 443-050-029, 443-050-030, 443-050-031, 443-050-033, and 443-050-039 is "Exempt Surplus Land" Under the California Surplus Land Act, and (ii) Resolution Number 2022-008, A Resolution of the Board of Commissioners of the Housing Authority of the County of Riverside ("HACR") Making Certain Findings Pursuant to Health & Safety Code Section 33433; Authorizing the Exchange of Fee Simple Interest in Real Property Located in the City of Hemet, County of Riverside, State of California, Identified as APN 443-050-002, 443-050-003, 443-050-004, 443-050-006, 443-050-017, 443-050-018, 443-050-020, 443-050-021, 443-050-022, 443-050-023, 443-050-024, 443-050-027, 443-050-028, 443-050-029, 443-050-030, 443-050-031, 443-050-033, and 443-050-039 (collectively, the "Hemet Property") by One or More Grant Deed(s) to the County of Riverside ("County") in Exchange for a Fee Simple Interest in Real Property Located in the City of Indio, County of Riverside, State of California, Identified as APN 608-080-032-9 (the "Indio Property") and Approving an Exchange Agreement Between the HACR and County Effecting Such Disposition and Related Actions, District 3 and District 4, is approved as recommended.

Roll Call:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt

Nays: None

Absent: None

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on November 29, 2022, of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors

Dated: November 29, 2022

(seal)

Kecia R. Harper, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

By: *Melanie Smith* Deputy

AGENDA NO.

10.1

xc: Housing

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



(2)

On Motion of Supervisor Spiegel, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter be reconsidered.

Roll Call:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt

Nays: None

Absent: None

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on November 29, 2022, of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors

Dated: November 29, 2022

Kecia R. Harper, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

(seal)

By: *Mariana Smith* Deputy

AGENDA NO.

10.1

xc: Housing

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



ITEM: 10.1
(ID # 19922)

MEETING DATE:

Tuesday, November 29, 2022

FROM : HOUSING AUTHORITY:


SUBJECT: HOUSING AUTHORITY: Public Hearing for Adoption of (i) Resolution Number 2022-007, A Resolution of the Board of Commissioners of the Housing Authority of the County of Riverside Finding That Certain Real Property Located in the City of Hemet, County of Riverside, State of California, Identified as Assessor's Parcel Numbers (APNs) 443-050-002, 443-050-003, 443-050-004, 443-050-006, 443-050-017, 443-050-018, 443-050-020, 443-050-021, 443-050-022, 443-050-023, 443-050-024, 443-050-027, 443-050-028, 443-050-029, 443-050-030, 443-050-031, 443-050-033, and 443-050-039 is "Exempt Surplus Land" Under the California Surplus Land Act, and (ii) Resolution Number 2022-008, A Resolution of the Board of Commissioners of the Housing Authority of the County of Riverside ("HACR") Making Certain Findings Pursuant to Health & Safety Code Section 33433; Authorizing the Exchange of Fee Simple Interest in Real Property Located in the City of Hemet, County of Riverside, State of California, Identified as APN 443-050-002, 443-050-003, 443-050-004, 443-050-006, 443-050-017, 443-050-018, 443-050-020, 443-050-021, 443-050-022, 443-050-023, 443-050-024, 443-050-027, 443-050-028, 443-050-029, 443-050-030, 443-050-031, 443-050-033, and 443-050-039 (collectively, the "Hemet Property") by One or More Grant Deed(s) to the County of Riverside ("County") in Exchange for a Fee Simple Interest in Real Property Located in the City of Indio, County of Riverside, State of California, Identified as APN 608-080-032-9 (the "Indio Property") and Approving an Exchange Agreement Between the HACR and County Effecting Such Disposition and Related Actions, District 3 and District 4. [\$0]; CEQA Exempt; (Clerk of the Board to File the Notice of Exemption)(4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Commissioners:

1. Find that the Exchange Agreement ("Agreement") does not constitute a project under California Environmental Quality Act (CEQA) and Section 15004(b) of the State CEQA Guidelines in that it provides only for the exchange of property, does not vest any development rights or result in the physical changes in the environment, requires the parties to comply with CEQA and obtain all land use entitlements from the respective lead agency, and does not commit either lead agency to any definite course of action or foreclose alternatives or mitigation measures that would ordinarily be part of CEQA;

Continued on page 2

ACTION: Policy, 4/5 Vote Required

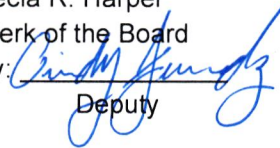

Heidi Marshall, Director of Housing & Homelessness Prevention 10/13/2022

MINUTES OF THE BOARD OF COMMISSIONERS

(3)

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

Ayes: Jeffries, Spiegel, Washington, and Hewitt
Nays: None
Absent: Perez
Date: November 29, 2022
xc: Housing, Recorder

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Commissioners:

2. Conduct a joint public hearing between the Housing Authority of the County of Riverside ("HACR") and the County of Riverside ("County") considering Resolution No. 2022-007, Resolution No. 2022-008, and the Exchange Agreement regarding the HACR's transfer of the Hemet Property in exchange for the Indio Property;
3. Adopt Resolution Number 2022-007, A Resolution of the Board of Commissioners of the Housing Authority of the County of Riverside Finding That Certain Real Property Located in the City of Hemet, County of Riverside, State of California, Identified as APNs 443-050-002, 443-050-003, 443-050-004, 443-050-006, 443-050-017, 443-050-018, 443-050-020, 443-050-021, 443-050-022, 443-050-023, 443-050-024, 443-050-027, 443-050-028, 443-050-029, 443-050-030, 443-050-031, 443-050-033, and 443-050-039 are "Exempt Surplus Land" Under the California Surplus Land Act;
4. Adopt Resolution Number 2022-008, A Resolution of the Board of Commissioners of the Housing Authority of the County of Riverside, Making Certain Findings Pursuant to California Health & Safety Code Section 33433; Authorizing the Exchange of Fee Simple Interest in Real Property Located in the City of Hemet, County of Riverside, State of California, Identified as APNs 443-050-002, 443-050-003, 443-050-004, 443-050-006, 443-050-017, 443-050-018, 443-050-020, 443-050-021, 443-050-022, 443-050-023, 443-050-024, 443-050-027, 443-050-028, 443-050-029, 443-050-030, 443-050-031, 443-050-033, and 443-050-039 (collectively, the "Hemet Property") by One or More Grant Deed(s) to the County of Riverside ("County") in Exchange for Fee Simple Interest in Real Property Located in the City of Indio, County of Riverside, State of California, Identified as APN 608-080-032-9 (the "Indio Property"), and Approving an Exchange Agreement between HACR and the County Effecting such Disposition and Related Actions;
5. Authorize the HACR Executive Director to execute the Exchange Agreement and any attachments thereto, substantially conforming in form and substance to the attached Exchange Agreement, on behalf of HACR, subject to approval as to form by County Counsel;
6. Authorize the HACR Executive Director, or designee, to execute any other documents and administer all actions necessary to implement, complete and memorialize the transactions contemplated in the Exchange Agreement, including, but not limited to executing the Grant Deed(s) in substantially the form required by or attached to the Exchange Agreement, any escrow instructions, and any other documents necessary to effect the transactions contemplated by the Exchange Agreement subject to approval as to form by County Counsel; and
7. Direct the Clerk of the Board to file the attached Notice of Exemption within five (5) days approval of the Exchange Agreement.

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: The Hemet Property was purchased in 2008 with Former Redevelopment Agency for the County of Riverside tax increment and 2011 tax exempt bond proceeds			Budget Adjustment:	No
			For Fiscal Year:	22/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Housing Authority of the County of Riverside ("HACR") is the legal owner of record of approximately 12.10 gross acres of unimproved real property located between Alessandro Street on the west, State Street on the east, Menlo Avenue on the north and Oakland Avenue on the south, in the City of Hemet, County of Riverside, State of California, identified with Assessor's Parcel Numbers (APNs) 443-050-002, 443-050-003, 443-050-004, 443-050-006, 443-050-017, 443-050-018, 443-050-020, 443-050-021, 443-050-022, 443-050-023, 443-050-024, 443-050-027, 443-050-028, 443-050-029, 443-050-030, 443-050-031, 443-050-033, and 443-050-039 and depicted on the attached Site Map (collectively, the "Hemet Property").

The County of Riverside ("County") is the legal owner of record of approximately 8.87 gross acres of unimproved real property located at 44092 Hoover Street, in the City of Indio, County of Riverside, State of California, identified with Assessor's Parcel Number 608-080-032-9 and depicted on the attached Site Map ("Indio Property").

The HACR and the County desire to enter into an Exchange Agreement providing for transfer of the Hemet Property by HACR to the County in exchange for the transfer of the Indio Property by the County to the HACR.

APNs included in the Hemet Property were purchased by the former Redevelopment Agency of the County of Riverside (Former RDA) in 2008 with tax increment funds (APNs 443-050-002, 443-050-003, 443-050-004, 443-050-021, 443-050-022, 443-050-023, 443-050-024, 443-050-027, 443-050-028, 443-050-029, 443-and 443-050-031), and in 2011 with the proceeds of tax-exempt bonds (APNs 443-050-017, 443-050-018, 443-050-020, 443-050-030, 443-050-033, and 443-050-039). APN 443-050-006 was purchased by the Former RDA in 1988 from HACR. The Former RDA was dissolved in 2011 in accordance with applicable law. HACR is the housing successor to the Former RDA.

The Hemet Property cannot currently be developed for affordable housing purposes due to a moratorium on new water connections enacted via Ordinance No. 176 of the Board of Directors of the Lake Hemet Municipal Water District and adopted on August 20, 2015 ("Ord. No. 176"), and, because of the critical shortage of affordable housing within the County of Riverside and the State of California, HACR is in need of property that can be developed for affordable housing purposes in the near future. The Lake Hemet Municipal Water District Board of

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

Directors considered the County's proposed use of the HACR Property and directed General Manager-Chief Engineer to explore alternate sources of water and prepare a letter of support of the County's project and issued a statement of water and sewer service availability on September 12, 2022.

The County intends to utilize the Hemet Site for County Public Health purposes, including proposed development of a full service Behavioral Health Continuum of Care center which may include residential substance use disorder treatment, crisis residential treatment, mental health rehabilitation, adult residential treatment facility, adult mental health urgent care, children's mental health urgent care, children's crisis residential treatment facility, children's short term residential therapeutic program, recovery residences, transitional housing apartments, and integrated outpatient clinics to include behavioral health, substance use disorder, primary health care, and vocational services, which will improve the health, safety and welfare of County residents. The target population for the center includes low-income families, youth, and adults with substance abuse problems, and a large percentage of which are expected to be homeless.

The Indio Property was purchased by the County in 2008 with proceeds from Palm Desert Redevelopment Pass-through Funds. The Indio Property was purchased with the intention of relocating the Department of Public Social Services to the Indio Property, as well as other social services, which such relocation has not occurred, and the Indio Property remains unimproved.

The Indio Property is zoned Community Commercial (CC) within the City of Indio's general plan, which allows multi-family development that is consistent with Residential High (RH) development standards, thereby permitting the development of affordable multifamily housing. Further, the Indio Property is near public services (such as the Employment Development Department, Public Social Services and Workforce Development Center), elementary schools and other facilities providing a variety of services to potential inhabitants of an affordable housing project, which is likely to facilitate an award of tax credit financing for an affordable housing project.

The HACR desires to utilize the Indio Property for the development of multifamily housing affordable to low-income households. HACR is committed to providing affordable housing and services to the residents of the County of Riverside. Pursuant to applicable provisions of the "Housing Authorities Law" (California Health & Safety Code, Sections 34200, et seq.), notwithstanding any other provision of law, whenever the Board of Commissioners determines that any real property owned by the HACR can be used to provide housing affordable to low income families or the proceeds of a disposition of real property are used directly to assist housing for low income families, the HACR may sell, exchange, convey or otherwise dispose of the real property to provide that affordable housing without complying with other provisions of Title 3, Division 2, Part 2, Chapter 5, Article 8 of the California Government Code.

The California Surplus Lands Act (Assembly Bill (AB) 1486 (Statutes of 2019, Chapter 664) and AB 1255 (Statutes of 2019, Chapter 661) ("SLA") requires that before a local agency, including a Housing Authority, takes any action to sell or lease surplus property, it must declare the property to be either "surplus land" or "exempt surplus land".

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

The SLA defines "surplus land" as land owned in fee simple by any local agency for which the local agency's governing body takes formal action in a regular meeting declaring that such land is surplus and is not necessary for the agency's use. The SLA requires a local agency, including a Housing Authority, to declare such property to be either "surplus land" or "exempt surplus land" prior to taking any action to sell or lease the property.

The SLA requires local agencies to give written notice of the availability of surplus lands to local public entities, including schools and park districts, within whose jurisdiction the property is located, as well as to housing sponsors that have notified HCD of their interest in surplus properties. The SLA imposes a mandatory negotiation process giving first priority to affordable housing development. However, the SLA exempts certain properties, "exempt surplus lands," from these notification and negotiation procedures.

Exempt surplus lands include, without limitation, (i) certain properties conveyed for affordable housing development, (ii) property that is less than 5,000 square feet and sold to a continuous land owner; (iii) property exchanged for another property for that agency's use, (iv) property that is transferred to another governmental agency for its use; and (v) property that is subject to a valid legal restriction not imposed by the local agency that would prohibit housing (non-residential zoning is not a valid legal restriction).

Government Code Section 54221(f)(1)(C) provides that surplus land that a local agency is exchanging for another property necessary for the agency's use constitutes exempt surplus land. HACR proposes to exchange the Hemet Property for the Indio Property, which is a property currently suited for the development of affordable housing and therefore necessary to advance HACR's affordable housing goals and to assist in addressing the unmet need for affordable housing within the County of Riverside.

Government Code Section 54221(f)(1)(D) provides that surplus land that a local agency is transferring to another agency for the agency's use constitutes exempt surplus land. HACR proposes to transfer the Hemet Property to the County for use as a full-service Behavioral Health Continuum of Care model as described herein benefitting the health and welfare of residents of the County, including low income and homeless residents.

Consistent with and in compliance with the Housing Authorities Law and Health & Safety Code Section 33433, HACR desires to convey the Hemet Property to the County in exchange for and in consideration of the Indio Property, which is available to be developed as an affordable housing residential project in furtherance of HACR's purpose of facilitating affordable housing development within the County of Riverside. The Exchange Agreement provides for the concurrent conveyance of each of the Hemet Property and Indio Property by grant deed to the County and HACR, respectively, and requires the satisfaction of certain conditions prior to such conveyances, including, without limitation, compliance with the SLA and other applicable laws.

Based on the foregoing, Staff recommends that the Board of Commissioners find that the Hemet Property is "exempt surplus land" under the SLA and adopt Resolution No. 2022-007, A

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

Resolution of the Board of Commissioners of the Housing Authority of the County of Riverside Making Findings That Certain Real Property Located in the City of Hemet, County of Riverside, State of California, identified as APNs 443-050-002, 443-050-003, 443-050-004, 443-050-006, 443-050-017, 443-050-018, 443-050-020, 443-050-021, 443-050-022, 443-050-023, 443-050-024, 443-050-027, 443-050-028, 443-050-029, 443-050-030, 443-050-031, 443-050-033, and 443-050-039 are "Exempt Surplus Land" Under the California Surplus Land Act.

In furtherance of the HACR's affordable housing goals and to assist in addressing the unmet need for affordable housing within the County of Riverside, Staff also recommends the Board of Commissioners adopt Resolution No. 2022-008, Making Certain Findings Pursuant to Health & Safety Code Section 33433; Authorizing the Disposition of Fee Simple Interest in Real Property Located in the City of Hemet, County of Riverside, State of California, Identified as APNs 443-050-002, 443-050-003, 443-050-004, 443-050-006, 443-050-017, 443-050-018, 443-050-020, 443-050-021, 443-050-022, 443-050-023, 443-050-024, 443-050-027, 443-050-028, 443-050-029, 443-050-030, 443-050-031, 443-050-033, and 443-050-039 (collectively, the "Hemet Property") by One or More Grant Deed(s) to the County of Riverside in Exchange for and in Consideration of Fee Simple Interest in Real Property Located in the City of Indio, County of Riverside, State of California, Identified as APN 608-080-032-9 (the "Indio Property") and Approving an Exchange Agreement between HACR and the County Effecting such Disposition and Related Actions.

Pursuant to California Health & Safety Code Sections 33433 and 34312.3, HACR published a Notice of Public Hearing notifying the public of the public hearing and consideration of the proposed Agreement relating to the conveyance of the Hemet Property in exchange for and in consideration of the Indio Property. In addition, pursuant to Health & Safety Code Section 33433, the Housing Authority made available for public review on the date the Notice of Joint Public Hearing was published the attached Exchange Agreement and the attached Summary Report.

The Agreement does not constitute a project pursuant to the California Environmental Quality Act and State CEQA Guidelines (CEQA). Pursuant to CEQA Guidelines Section 15004(b), approval of the Agreement provides only for the disposition of property. Approval of the Agreement by the HACR and the County does not vest any development rights and will not result in any physical change to the environment. The Agreement requires that any future development on the Hemet Property and Indio Property, respectively, will be performed in accordance with all applicable laws, including without limitation, any applicable land use and zoning laws, regulations and standards and any applicable review in compliance with the California Environmental Quality Act, Public Resources Code Section 21000, et seq. and the implementing regulations promulgated thereunder as the "CEQA Guidelines" (Title 14, California Code of Regulations Section 15000 et seq.) and any applicable local guidelines. As the jurisdiction exercising land use control over the Hemet Property and the Indio Property, the cities of Hemet and Indio, respectively, will likely be the lead agency for purposes of CEQA. The Agreement does not commit either lead agency to any definite course of action or foreclose alternatives or mitigation measures that would ordinarily be part of CEQA review.

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

County Counsel has reviewed and approved as to form the attached Resolution No. 2022-008 and the Agreement, including all attachments thereto. Staff recommends that the Board adopt Resolution No. 2022-008, approve the exchange of the Hemet Property pursuant to the Agreement, including all attachments, and authorize the HACR Executive Director, or designee, to take any actions necessary to implement the transactions contemplated by the Agreement.

Impact on Residents and Businesses

Approval of the Agreement will result in a new affordable housing project which will create temporary construction jobs and result in an increase of affordable housing options in the City of Indio.

SUPPLEMENTAL:

Additional Fiscal Information

No general funds will be used for the Agreement. Once a Developer for the Indio Property is selected, the Developer will bear its own costs and expenses incurred, or to be incurred, in connection with the development, construction and operation of any proposed affordable housing project on the Indio Property.

Attachments:

- Resolution No. 2022-007
- Resolution No. 2022-008
- Exchange Agreement, including all attachments
- Site Map
- 33433 Summary Report
- Notice of Exemption
- Public Notice


Brianna Lontajo, Principal Management Analyst 11/22/2022

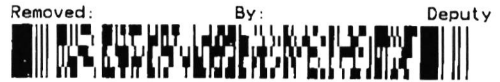

Kristine Bell-Valdez, Supervising Deputy County Counsel 11/17/2022



FILED / POSTED

County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

E-202201208
12/01/2022 04:51 PM Fee: \$ 50.00
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Notice of Exemption

To:
 Office of Planning and Research
For U.S Mail: Street Address: 1400 Tenth St.
 P.O. Box 3044 Sacramento, CA 95812-3044
 Sacramento, CA 95812-3044

From:
 Public
 Agency: County of Riverside
 Address: 4080 Lemon Street, Suite 400
 Riverside, CA 92501
 Contact: Mervyn Manalo
 Phone: (951) 955-0774

County Clerk
 County of: Riverside
 2724 Gateway Drive
 P.O. Box 751
 Address: Riverside, CA 92502-0751

Lead Agency (if different from above):
 Address: _____
 Contact: _____
 Phone: _____

SUBJECT: Filing of Notice of Determination in Compliance with Section 21108 or 21152 of the public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): _____

Project Title: Exchange Agreement

HACR is the legal owner of record of approximately 12.10 gross acres of unimproved real property located between Alessandro Street on the west, State Street on the east, Menlo Avenue on the north and Oakland Avenue on the south, in the City of Hemet, County of Riverside, State of California, identified with Assessor's Parcel Numbers 443-050-002, 443-050-003, 443-050-004, 443-050-006, 443-050-017, 443-050-018, 443-050-020, 443-050-021, 443-050-022, 443-050-023, 443-050-024, 443-050-027, 443-050-028, 443-050-029, 443-050-030, 443-050-031, 443-050-033, and 443-050-039.

County is the legal owner of record of approximately 8.87 gross acres of unimproved real property located at 44092 Hoover Street, in the City of Indio, County of Riverside, State of California, identified with Assessor's Parcel Number 608-080-032-9

Project Description:
The Housing Authority of the County of Riverside ("HACR") is the legal owner of record of approximately 12.10 gross acres of unimproved real property located between Alessandro Street on the west, State Street on the east, Menlo Avenue on the north and Oakland Avenue on the south, in the City of Hemet, County of Riverside, State of California, identified with Assessor's Parcel Numbers (APNs) 443-050-002, 443-050-003, 443-050-004, 443-050-006, 443-050-017, 443-050-018, 443-050-020, 443-050-021, 443-050-022, 443-050-023, 443-050-024, 443-050-027, 443-050-028, 443-050-029, 443-050-030, 443-050-031, 443-050-033, and 443-050-039 and depicted on the attached Site Map (collectively, the "Hemet Property").

The County of Riverside ("County") is the legal owner of record of approximately 8.87 gross acres of unimproved real property located at 44092 Hoover Street, in the City of Indio, County of Riverside, State of California, identified with Assessor's Parcel Number 608-080-032-9 and depicted on the attached Site Map ("Indio Property").

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APNs included in the Hemet Property were purchased by the former Redevelopment Agency of the County of Riverside (Former RDA) in 2008 with tax increment funds (APNs 443-050-002, 443-050-003, 443-050-004, 443-050-021, 443-050-022, 443-050-023, 443-050-024, 443-050-027, 443-050-028, 443-050-029, 443- and 443-050-031), and in 2011 with the proceeds of tax- exempt bonds (APNs 443-050-017, 443-050-018, 443-050-020, 443-050-030, 443-050-033, and 443-050-039). APN 443-050-006 was purchased by the Former RDA in 1988 from HACR. The Former RDA was dissolved in 2011 in accordance with applicable law. HACR is the housing successor to the Former RDA.

NOV 29 2022 10.1

The Hemet Property cannot currently be developed for affordable housing purposes due to a moratorium on new water connections enacted via Ordinance No. 176 of the Board of Directors of the Lake Hemet Municipal Water District and adopted on August 20, 2015 (“Ord. No. 176”), and, because of the critical shortage of affordable housing within the County of Riverside and the State of California, HACR is in need of property that can be developed for affordable housing purposes in the near future. The Lake Hemet Municipal Water District Board of Directors considered the County’s proposed use of the HACR Property and directed General Manager-Chief Engineer to explore alternate sources of water and prepare a letter of support of the County’s project and issued a statement of water and sewer service availability on September 12, 2022.

The County intends to utilize the Hemet Site for County Public Health purposes, including proposed development of a full service Behavioral Health Continuum of Care center which may include residential substance use disorder treatment, crisis residential treatment, mental health rehabilitation, adult residential treatment facility, adult mental health urgent care, children’s mental health urgent care, children’s crisis residential treatment facility, children’s short term residential therapeutic program, recovery residences, transitional housing apartments, and integrated outpatient clinics to include behavioral health, substance use disorder, primary health care, and vocational services, which will improve the health, safety and welfare of County residents. The target population for the center includes low income families, youth, and adults with substance abuse problems, and a large percentage of which are expected to be homeless.

The Indio Property was purchased by the County in 2008 with proceeds from Palm Desert Redevelopment Pass-through Funds. The Indio Property was purchased with the intention of relocating the Department of Public Social Services to the Indio Property, as well as other social services, which such relocation has not occurred, and the Indio Property remains unimproved.

The Indio Property is zoned Community Commercial (CC) within the City of Indio’s general plan, which allows multi-family development that is consistent with Residential High (RH) development standards, thereby permitting the development of affordable multifamily housing. Further, the Indio Property is near public services (such as the Employment Development Department, Public Social Services and Workforce Development Center), elementary schools and other facilities providing a variety of services to potential inhabitants of an affordable housing project, which is likely to facilitate an award of tax credit financing for an affordable housing project.

The HACR desires to utilize the Indio Property for the development of multifamily housing affordable to low-income households. HACR is committed to providing affordable housing and services to the residents of the County of Riverside. Pursuant to applicable provisions of the “Housing Authorities Law” (California Health & Safety Code, Sections 34200, et seq.), notwithstanding any other provision of law, whenever the Board of Commissioners determines that any real property owned by the HACR can be used to provide housing affordable to low income families or the proceeds of a disposition of real property are used directly to assist housing for low income families, the HACR may sell, exchange, convey or otherwise dispose of the real property to provide that affordable housing without complying with other provisions of Title 3, Division 2, Part 2, Chapter 5, Article 8 of the California Government Code.

The California Surplus Lands Act (Assembly Bill (AB) 1486 (Statutes of 2019, Chapter 664) and AB 1255 (Statutes of 2019, Chapter 661) (“SLA”) requires that before a local agency, including a Housing Authority, takes any action to sell or lease surplus property, it must declare the property to be either “surplus land” or “exempt surplus land”.

The SLA defines “surplus land” as land owned in fee simple by any local agency for which the local agency’s governing body takes formal action in a regular meeting declaring that such land is surplus and is not necessary for the agency’s use. The SLA requires a local agency, including a Housing Authority, to declare such property to be either “surplus land” or “exempt surplus land” prior to taking any action to sell or lease the property.

The SLA requires local agencies to give written notice of the availability of surplus lands to local public entities, including schools and park districts, within whose jurisdiction the property is located, as well as to housing sponsors that have notified HCD of their interest in surplus properties. The SLA imposes a mandatory negotiation process giving first priority to affordable housing development. However, the SLA exempts certain properties, “exempt surplus lands,” from these notification and negotiation procedures.

Exempt surplus lands include, without limitation, (i) certain properties conveyed for affordable housing development, (ii) property that is less than 5,000 square feet and sold to a continuous land owner; (iii) property exchanged for another property for that agency’s use, (iv) property that is transferred to another governmental agency for its use; and (v) property that is subject to a valid legal restriction not imposed by the local agency that would prohibit housing (non-residential zoning is not a valid legal restriction).

Government Code Section 54221(f)(1)(C) provides that surplus land that a local agency is exchanging for another property necessary for the agency’s use constitutes exempt surplus land. HACR proposes to exchange the Hemet Property for the Indio Property, which is a property currently suited for the development of affordable housing and therefore necessary to advance

HACR's affordable housing goals and to assist in addressing the unmet need for affordable housing within the County of Riverside.

Government Code Section 54221(f)(1)(D) provides that surplus land that a local agency is transferring to another agency for the agency's use constitutes exempt surplus land. HACR proposes to transfer the Hemet Property to the County for use as a full service Behavioral Health Continuum of Care model as described herein benefitting the health and welfare of residents of the County, including low income and homeless residents.

Consistent with and in compliance with the Housing Authorities Law and Health & Safety Code Section 33433, HACR desires to convey the Hemet Property to the County in exchange for and in consideration of the Indio Property, which is available to be developed as an affordable housing residential project in furtherance of HACR's purpose of facilitating affordable housing development within the County of Riverside. The Exchange Agreement provides for the concurrent conveyance of each of the Hemet Property and Indio Property by grant deed to the County and HACR, respectively, and requires the satisfaction of certain conditions prior to such conveyances, including, without limitation, compliance with the SLA and other applicable laws.

Based on the foregoing, Staff recommends that the Board of Commissioners find that the Hemet Property is "exempt surplus land" under the SLA and adopt Resolution No. 2022-007, A Resolution of the Board of Commissioners of the Housing Authority of the County of Riverside Making Findings That Certain Real Property Located in the City of Hemet, County of Riverside, State of California, identified as APNs 443-050-002, 443-050-003, 443-050-004, 443-050-006, 443-050-017, 443-050-018, 443-050-020, 443-050-021, 443-050-022, 443-050-023, 443-050-024, 443-050-027, 443-050-028, 443-050-029, 443-050-030, 443-050-031, 443-050-033, and 443-050-039 are "Exempt Surplus Land" Under the California Surplus Land Act.

In furtherance of the HACR's affordable housing goals and to assist in addressing the unmet need for affordable housing within the County of Riverside, Staff also recommends the Board of Commissioners adopt Resolution No. 2022-008, Making Certain Findings Pursuant to Health & Safety Code Section 33433; Authorizing the Disposition of Fee Simple Interest in Real Property Located in the City of Hemet, County of Riverside, State of California, Identified as APNs 443-050-002, 443-050-003, 443-050-004, 443-050-006, 443-050-017, 443-050-018, 443-050-020, 443-050-021, 443-050-022, 443-050-023, 443-050-024, 443-050-027, 443-050-028, 443-050-029, 443-050-030, 443-050-031, 443-050-033, and 443-050-039 (collectively, the "Hemet Property") by One or More Grant Deed(s) to the County of Riverside in Exchange for and in Consideration of Fee Simple Interest in Real Property Located in the City of Indio, County of Riverside, State of California, Identified as APN 608-080-032-9 (the "Indio Property") and Approving an Exchange Agreement between HACR and the County Effecting such Disposition and Related Actions.

Pursuant to California Health & Safety Code Sections 33433 and 34312.3, HACR published a Notice of Public Hearing notifying the public of the public hearing and consideration of the proposed Agreement relating to the conveyance of the Hemet Property in exchange for and in consideration of the Indio Property. In addition, pursuant to Health & Safety Code Section 33433, the Housing Authority made available for public review on the date the Notice of Joint Public Hearing was published the attached Exchange Agreement and the attached Summary Report.

Project Sponsor: Housing Authority of the County of Riverside

This is to advise that the County of Riverside Board of Commissioners approved the above project on

Lead agency or Responsible Agency

November 29, 2022 and has made the following determinations regarding the above described project:
(tentative date)

The Agreement does not constitute a project pursuant to the California Environmental Quality Act and State CEQA Guidelines (CEQA). Pursuant to CEQA Guidelines Section 15004(b), approval of the Agreement provides only for the disposition of property. Approval of the Agreement by the HACR and the County does not vest any development rights and will not result in any physical change to the environment. The Agreement requires that any future development on the Hemet Property and Indio Property, respectively, will be performed in accordance with all applicable laws, including without limitation, any applicable land use and zoning laws, regulations and standards and any applicable review in compliance with the California Environmental Quality Act, Public Resources Code Section 21000, et seq. and the implementing regulations promulgated thereunder as the "CEQA Guidelines" (Title 14, California Code of Regulations Section 15000 et seq.) and any applicable local guidelines. As the jurisdiction exercising land use control over the Hemet Property and the Indio Property, the cities of Hemet and Indio, respectively, will likely be the lead agency for purposes of CEQA. The Agreement does not commit either lead agency to any definite course of action or foreclose alternatives or mitigation measures that would ordinarily be part of CEQA review.

Signature: (Public Agency) Juan Garcia Title: Development Manager

Date: 11/16/22 Date received for filing at OPR: _____

EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT (this “**Agreement**”) is made and entered into as of _____, 2022, by and between the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public body corporate and politic (“**HACR**”), on the one hand, and COUNTY OF RIVERSIDE, a political subdivision of the State of California (“**County**”) on the other hand.

RECITALS

A. WHEREAS, the HACR is a housing authority duly created, established and authorized to transact business and exercise its power, under and pursuant to the provisions of the Housing Authorities Law which is Part 2 of Division 24 of the California Health and Safety Code (commencing with Section 34200 et seq, the “**Housing Authorities Law**”);

B. WHEREAS, pursuant to applicable provisions of the Housing Authorities Law, notwithstanding any other provision of laws, whenever the Board of Commissioners determines that any real property owned by the HACR can be used to provide housing affordable to low income families or the proceeds of a disposition of real property are used directly to assist housing for very low income families, the HACR may sell, exchange, convey or otherwise dispose of the real property to provide that affordable housing without complying with other provisions of Title 3, Division 2, Part 2, Chapter 5, Article 8 of the California Government Code;

C. WHEREAS, Assembly Bill x1 26 was chaptered and became effective on June 29, 2011, adding parts 1.8 and 1.85 to Division 24 of the California Health & Safety Code, which caused the dissolution of all redevelopment agencies and winding down of the affairs of former agencies;

D. WHEREAS, Assembly Bill x1 26 was amended by Assembly Bill 1484, as chaptered and effective on June 27, 2012 (together, the “**Dissolution Act**”);

E. WHEREAS, as of February 1, 2012, the Redevelopment Agency for the County of Riverside (“**Former RDA**”) was dissolved pursuant to the Dissolution Act and HACR became the successor to the housing rights and obligations of the Agency in accordance with the Dissolution Act;

F. WHEREAS, certain of the APNs included in the Hemet Property (as hereinafter defined) were purchased by the Former RDA in 2008 with tax increment funds (APNs 443-050-002, 443-050-003, 443-050-004, 443-050-021, 443-050-022, 443-050-023, 443-050-024, 443-050-027, 443-050-028, 443-050-029, and 443-050-031), and in 2011 with the proceeds of tax exempt bonds (APNs 443-050-017, 443-050-018, 443-050-020, 443-050-030, 443-050-033, and 443-050-039). APN 443-050-006 was purchased by the Former RDA in 1988 from HACR. HACR succeeded to the Former RDA’s ownership interest in the Hemet Property in accordance with the Dissolution Act;

G. WHEREAS, as a result of the foregoing, HACR is the legal owner of record of approximately 12.10 gross acres of unimproved real property located between Alessandro Street on the west, State Street on the east, Menlo Avenue on the north and Oakland Avenue on the

south, in the City of Hemet, County of Riverside, State of California, identified with Assessor's Parcel Numbers 443-050-002, 443-050-003, 443-050-004, 443-050-006, 443-050-017, 443-050-018, 443-050-020, 443-050-021, 443-050-022, 443-050-023, 443-050-024, 443-050-027, 443-050-028, 443-050-029, 443-050-030, 443-050-031, 443-050-033, and 443-050-039, described in the Legal Description attached as Exhibit 1 to the Grant Deed attached hereto as Exhibit A (collectively, the "**Hemet Property**");

H. WHEREAS, the Hemet Property cannot currently be developed for affordable housing purposes due to a moratorium on new water connections enacted via Ordinance No. 176 of the Board of Directors of the Lake Hemet Municipal Water District and adopted on August 20, 2015 ("Ord. No. 176"), and, because of the critical shortage of affordable housing within the County of Riverside and the State of California, HACR is in need of property that can be developed for affordable housing purposes in the near future;

I. WHEREAS, the County is the legal owner of record of approximately 8.87 gross acres of unimproved real property located at 44092 Hoover Street, in the City of Indio, County of Riverside, State of California, identified with Assessor's Parcel Number 608-080-032-9, described in the Legal Description attached as Exhibit 1 to the Grant Deed attached hereto as Exhibit B (collectively, the "**Indio Property**");

J. WHEREAS, the Indio Property was purchased by the County in 2008 with proceeds from the Palm Desert Redevelopment Pass-through Funds. The Indio Property was purchased with the intention of relocating the Department of Public Social Services to the Indio Property, as well as other social services, which such relocation has not occurred and the Indio Property remains unimproved;

K. WHEREAS, the Indio Property is zoned Community Commercial (CC) within the City of Indio's general plan, which allows multi-family development that is consistent with Residential High (RH) development standards, thereby permitting the development of affordable multifamily housing. Further, the Indio Property is near public services (such as the Employment Development Department, Public Social Services and Workforce Development Center), elementary schools and other facilities providing a variety of services to potential inhabitants of an affordable housing project, which is likely to facilitate an award of tax credit financing for an affordable housing project;

L. WHEREAS, the County is charged with, among other obligations, improving the health, safety and welfare of the residents of the County of Riverside;

M. WHEREAS, HACR and the County desire to provide for the transfer of the Hemet Property to the County in exchange for and in consideration of the Indio Property, and the transfer of the Indio Property to the HACR in exchange for and in consideration of the Hemet Property;

N. WHEREAS, HACR intends to utilize the Indio Property for the development of multifamily housing affordable to low income households in furtherance of HACR's affordable housing goals and to assist in addressing the unmet need for affordable housing within the County of Riverside;

O. WHEREAS, the County intends to utilize the Hemet Property for the development of a full service Behavioral Health Continuum of Care model, and include residential substance use disorder treatment, crisis residential treatment, mental health rehabilitation center, adult residential treatment facility, adult mental health urgent care, children's mental health urgent care, children's crisis residential treatment facility, children's short term residential therapeutic program, recovery residences, transitional housing apartments, integrated outpatient clinics to include behavioral health, substance use disorder, primary health care, and vocational services to enable consumers and their families to move through the campus' continuum of care from intensive oversight and treatment activities, to decreased therapeutic contact enabling consumers to prepare for a self-sustained recovery grounded in their own community. These services will improve the health, safety and welfare of the residents of the County of Riverside. The target population for the center includes low income families, youth, and adults with substance abuse problems, a large percentage of which are expected to be homeless. The Lake Hemet Municipal Water District Board of Directors considered the County's proposed use of the Hemet Property and directed General Manager-Chief Engineer Michael A. Gow to explore alternate sources of water and prepare a letter of support of the County's project. The Lake Hemet Municipal Water District issued a statement of water and sewer service availability on September 12, 2022;

P. WHEREAS, the California Surplus Lands Act (Assembly Bill (AB) 1486 (Statutes of 2019, Chapter 664) and AB 1255 (Statutes of 2019, Chapter 661)) ("SLA") requires that before a local agency, including a Housing Authority, takes any action to sell or lease its property, it must declare the property to be either "surplus land" or "exempt surplus land". Unless surplus land is exempt, the local agency must give written notice of its availability to any local public entity, including schools and park districts, within whose jurisdiction the property is located, as well as to housing sponsors that have notified the State Department of Housing and Community Development ("HCD") of their interest in surplus property.

Q. WHEREAS, pursuant to the SLA Guidelines Section 103(b)(3)(C) and California Government Code Section (f)(1)(C), "exempt surplus land" includes "[s]urplus land that a local agency is exchanging for another property necessary for the agency's use." Moreover, pursuant to SLA Guidelines Section 103(b)(3)(D) and California Government Code Section (f)(1)(D), "exempt surplus land" includes "[s]urplus land that a local agency is transferring to another local, state, or federal agency for the agency's use";

R. WHEREAS, because (i) the Hemet Property is being exchanged for the Indio Property, a property necessary for HACR's use as an affordable housing development, and (ii) the Hemet Property is being conveyed to the County for its use as a behavioral health center, HACR has determined that the Hemet Property is "exempt surplus land" under the SLA. Also, because HACR, a local agency, is transferring the Hemet Property to the County for the County's use, HACR has determined that the Hemet Property is "exempt surplus land." The SLA imposes a 30-day review period subsequent to the submission to HCD of a resolution declaring property to be "exempt surplus land." As a result, subsequent to the expiration of the HCD review period, the Hemet Property will be conveyed to the County in consideration of the recordation of a Grant Deed conveying title to the Indio Property;

S. WHEREAS, because (i) the Indio Property is being exchanged for the Hemet Property, a property necessary for the County's use as a behavioral health center benefitting the health, safety and welfare of residents of the County of Riverside, and (ii) the Indio Property is being conveyed to HACR for its use as an affordable housing development, County has determined that the Indio Property is "exempt surplus land" under the SLA. Also, because the County, a local agency, is transerring the Indio Property to HACR for HACR's use, the County has determined that the Indio Property is "exempt surplus land." The SLA imposes a 30-day review period subsequent to the submission to HCD of a resolution declaring property to be "exempt surplus land." As a result, subsequent to the expiration of the HCD review period, the Indio Property will be conveyed to the HACR in consideration of the recordation of a Grant Deed conveying title to the Hemet Property;

T. WHEREAS, consistent with and in compliance with the Housing Authorities Law, HACR desires to convey the Hemet Property to the County in exchange for and in consideration of a fee interest in the Indio Property, which is available to be developed as an affordable housing residential project in furtherance of HACR's purpose of facilitating affordable housing development within the County of Riverside;

U. WHEREAS, consistent with and in compliance with California Government Code Section 25365, the County desires to convey the Indio Property to HACR in exchange for and in consideration of a fee interest in the Hemet Property because the Hemet property is required by the County for the development of a full service Behavioral Health Continuum of Care model, to include residential substance use disorder treatment, crisis residential treatment, mental health rehabilitation center, adult residential treatment facility, adult mental health urgent care, children's mental health urgent care, children's crisis residential treatment facility, children's short term residential therapeutic program, recovery residences, transitional housing apartments, and integrated outpatient clinics to include behavioral health, substance use disorder, primary health care, and vocational services. These services will improve the health, safety and welfare of the residents of the County of Riverside;

V. WHEREAS, HACR desires to dispose of the Hemet Property subject to the terms and conditions set forth herein, and County agrees to acquire the Hemet Property subject to the terms and conditions set forth herein; and

W. WHEREAS, County desires to dispose of the Indio Property subject to the terms and conditions set forth herein, and HACR agrees to acquire the Indio Property subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Transfer of Hemet Property. HACR shall cause the Hemet Property to be transferred to the County pursuant to, and in accordance with, the terms and conditions set forth herein. Said transfer shall be by grant deed in substantially the form attached hereto as Exhibit A

and incorporated herein by reference. HACR shall transfer the Hemet Property to the County concurrently with the County's transfer of the Indio Property to HACR as set forth herein. Possession of the Hemet Property shall be delivered to the County concurrently with the recordation of the grant deed in the official records of the County Recorder of Riverside County.

2. Transfer of Indio Property. The County shall cause the Indio Property to be transferred to HACR pursuant to, and in accordance with, the terms and conditions set forth herein. Said transfer shall be by grant deed in substantially the form attached hereto as Exhibit B and incorporated herein by reference. The County shall transfer the Indio Property to HACR concurrently with HACR's transfer of the Hemet Property to the County as set forth herein. Possession of the Indio Property shall be delivered to HACR concurrently with the recordation of the grant deed in substantially the form attached hereto as **Exhibit B** in the official records of the County Recorder of Riverside County.

3. County's Anticipated Use. County intends to utilize the Hemet Property for the development of a full service behavioral health center in furtherance of County's goals of improving the health, safety and welfare of the residents of the County of Riverside ("**County's Anticipated Use**"). County's Anticipated Use will be performed in accordance with all applicable laws, including without limitation, any applicable land use and zoning laws, regulations and standards and any applicable review in compliance with the California Environmental Quality Act, Public Resources Code Section 21000, et seq. and the implementing regulations promulgated thereunder as the "CEQA Guidelines" (Title 14, California Code of Regulations Section 15000 et seq.) and any applicable local guidelines.

4. HACR's Anticipated Use. HACR intends to utilize the Indio Property for the development of multifamily housing affordable to low income households in furtherance of HACR's affordable housing goals and to assist in addressing the unmet need for affordable housing within the County of Riverside ("**HACR's Anticipated Use**"). HACR's Anticipated Use will be performed in accordance with all applicable laws, including without limitation, any applicable land use and zoning laws, regulations and standards and any applicable review in compliance with the California Environmental Quality Act, Public Resources Code Section 21000, et seq. and the implementing regulations promulgated thereunder as the "CEQA Guidelines" (Title 14, California Code of Regulations Section 15000 et seq.) and any applicable local guidelines.

5. Escrow. Within ten (10) days after this Agreement is executed by both parties, County and HACR shall open an escrow ("**Escrow**") with _____ Title Insurance Company, Attention: _____, Escrow Officer ("**Escrow Agent**"), by delivering an executed copy of this Agreement to Escrow Agent ("**Opening of Escrow**"). The closing of the Escrow ("**Close of Escrow**" or "**Closing**") shall occur in accordance with Section 9 of this Agreement. This Agreement shall constitute joint primary escrow instructions to the Escrow Agent; provided, however, that the parties shall execute such additional instructions as requested by the Escrow Agent not inconsistent with the provisions hereof. This Agreement and any such escrow instructions executed by the parties shall constitute the escrow instructions for this transaction. In the event of any inconsistency between such escrow instructions and this Agreement, this Agreement shall control the rights and obligations of the parties.

6. Property Documents. Within ten (10) days after this Agreement is executed by both parties, HACR shall to deliver to County with respect to the Hemet Property and County shall deliver to HACR with respect to the Indio Property, at their own expense, copies of all documents in their possession pertaining to the properties, including without limitation, all deeds, title policies, surveys, appraisals, plans and specifications for any improvements, environmental reports, tax bills and special assessments, utility bills, copies of any citations or correspondence from or with any local, state, or federal authorities regarding the properties, copies of all lease agreements, licenses, easements, maintenance contracts, service agreements, and other contracts of any nature that pertain to, cover, or affect all or any portion of the properties by their terms may continue beyond the Closing, and copies of all permits and any applications therefor (collectively, the "Property Documents").

7. Physical Condition of Properties. County and HACR shall have thirty (30) days after the Opening of Escrow to conduct due diligence on their respective properties (the "**Due Diligence Period**"). If based on its review of the Property Documents or other site investigation (i) County reasonably determines that the Hemet Property is not suitable for County's Anticipated Use, it shall have the right to terminate the exchange and cancel the Escrow within the Due Diligence Period, and (ii) HACR determines that the Indio Property is not physically suitable for HACR's Anticipated Use, it shall have the right to terminate the exchange and cancel Escrow within the Due Diligence Period. In the event that Escrow shall be terminated in accordance with the foregoing, (i) HACR and County shall each pay one-half of Escrow expenses incurred to date of termination; and (ii) neither party shall have any right against the other arising out of such termination. In the event the Close of Escrow occurs prior to the expiration of the Due Diligence Period, each of HACR and County shall be deemed to have waived the remainder of the Due Diligence Period.

8. Condition of Title; Title Insurance. Title to the Indio Property and Hemet Property shall be conveyed free and clear of all monetary liens and encumbrances with non-delinquent taxes and assessments prorated at the Closing and subject to all existing easements, covenants, restrictions, and other non-monetary encumbrances of record as of the date of this Agreement. Within ten (10) days after this Agreement is executed by both parties, County and HACR shall cause _____ Title Insurance Company ("**Title Insurer**") to deliver a preliminary title report for each of the Indio Property and the Hemet Property ("**Title Reports**"), together with copies of any exceptions referred to in Schedule B of the Title Reports. Each party shall promptly review the exceptions, legal descriptions and other matters contained in the Title Report. Each of HACR and County shall have the right to terminate the exchange and cancel the Escrow if it reasonably determines that the condition of title to the Indio Property or the Hemet Property, respectively, renders it unsuitable for its intended use. The Title Insurer shall issue to each of the HACR and the County a standard form CLTA owner's policy of title insurance.

9. Conditions Precedent to Exchange. The Close of Escrow for the exchange of title to the Indio Property for title to the Hemet Property under this Agreement shall be subject to, and occur upon, the satisfaction of the conditions precedent set forth in this Section 9 (unless waived in writing by the party to whom the benefit of the condition runs; unless otherwise noted, each condition shall run to the benefit of both parties). All conditions precedent shall be deemed satisfied or waived upon Closing.

i. Delivery of Closing Documents. Execution, delivery to Escrow and acknowledgement as appropriate by County and HACR of this Agreement, two (2) Grant Deeds substantially in the forms attached hereto, the Release (as defined below), and other necessary closing documents as may be reasonably required by HACR, County or Escrow Agent.

ii. SLA Compliance. In accordance with the applicable provisions of the SLA, the Board of Supervisors (“BOS”), on behalf of the County, and the BOS acting as the Board of Commissioners of HACR (“BOC”), on behalf of HACR, shall have each prepared a resolution, to be adopted by each of the BOS and BOC, respectively, at a regularly scheduled or special meeting, finding each of the Indio Property and the Hemet Property, respectively, to be “exempt surplus land” in accordance with the SLA. Each of the BOS and BOC draft resolutions shall have been submitted to HCD, and HCD shall have approved, or not objected to after the required 30 day review period, the resolutions finding each of the Indio Property and the Hemet Property, respectively, to be exempt surplus land.

iii. Other Approvals. Each of the BOS and BOC shall have approved the disposition of each of the Indio Property and the Hemet Property, respectively, and this Agreement, and taken such other actions as may be necessary to effect the transactions contemplated hereby in accordance with applicable law.

iv. Issuance of Title Policies. Title Insurer shall be irrevocably committed to issue a CLTA Standard Title Policy to each of County and HACR for their respective replacement properties at the Close of Escrow.

v. Recordation with the County Recorder. The Grant Deeds and any other recordable closing documents as may be reasonably required by HACR, County or Escrow Agent shall have been recorded in the official records of the County Recorder of Riverside County.

vi. No Material Change. No material change in the status of the use, title, occupancy or physical condition of the Indio Property and the Hemet Property shall have occurred prior to Close of Escrow.

10. As-Is Transfer. The Indio Property and Hemet Property are being exchanged “as is, where is, and with all faults,” with no other warranty, express or implied by the respective grantors, regarding the presence of Hazardous Materials or Hazardous Substances, compliance with Environmental Laws, or the condition of the soil, geology, the presence of known or unknown seismic faults, or the suitability of the respective properties for any particular development or use by the grantee, and neither the County or HACR, as grantor, shall have any liability or obligation after the closing of the transfer with respect thereto, and each of the County and HACR shall execute the release of the grantor prior to Closing in substantially the form set forth in Exhibit C (“Release”) and incorporated herein by reference.

For purposes hereof, “**Environmental Laws**” means any and all present and future federal, state and local laws (whether under common law, statute, ordinance, rule, regulation or otherwise), court or administrative orders or decrees, requirements of permits issued with respect thereto, and other requirements of governmental authorities relating to the environment or to any

Hazardous Substance or Hazardous Substance Activity (including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601, et seq.), as heretofore or hereafter amended from time to time (“CERCLA”), and the applicable provisions of the Health & Safety Code and the Water Code, and any and all successor statutes and regulations, orders, decrees, guidelines, or pronouncements promulgated thereunder).

For purposes hereof, “**Hazardous Materials**” or “**Hazardous Substances**” shall include, but not be limited to, oil, flammable explosives, asbestos, urea formaldehyde insulation, radioactive materials, hazardous wastes, toxic or contaminated substances or similar materials, including, without limitation, any substances defined as “extremely hazardous substances,” “hazardous substances,” “hazardous materials,” “hazardous waste” or “toxic substances” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, including the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq. (“CERCLA”); the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801, et seq.; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §§ 6901, et seq.; the Toxic Substances Control Act, as amended, 15 U.S.C. §§ 2601 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq.; the Occupational Safety and Health Act, as amended, 29 U.S.C. §§ 651; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Mine Safety and Health Act of 1977, as amended, 30 U.S.C. §§ 801 et seq.; the Safe Drinking Water Act, as amended, 42 U.S.C. §§ 300f et seq.; and those substances defined as “hazardous waste” in § 25117 of the California Health and Safety Code, as “infectious waste” in § 25117.5 of the California Health and Safety Code, or as “hazardous substances” in § 25316 of the California Health and Safety Code, or “hazardous materials” as defined in § 353 of the California Vehicle Code; waste that exhibits the characteristics set forth in § 25141 (b) of the California Health and Safety Code; and in the regulations adopted and orders and publications promulgated pursuant to said laws.

11. Miscellaneous.

(a) Successors and Assigns. All the terms and conditions of this Agreement are hereby made binding upon the executors, heirs, administrators, successors and permitted assigns of both parties hereto.

(b) Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

(c) Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.

(d) Construction. No provision of this Agreement shall be construed by any Court or other judicial authority against any party hereto by reason of such party’s being deemed to have drafted or structured such provisions.

(e) Entire Agreement. This Agreement and any exhibits expressly incorporated herein constitute the entire contract between the parties, and there are no other oral or written promises, conditions, representations, understandings or terms of any kind as conditions or inducements to the execution hereof and none have been relied upon by either party.

(f) Time of Essence. Time is of the essence in this transaction.

(g) Counterparts. This Agreement may be executed in any number of identical counterparts, any or all of which may contain the signatures of fewer than all of the parties but all of which shall be taken together as a single instrument. The unconditional delivery by any party of an electronic image of a signed counterpart of this Agreement shall be sufficient to constitute such party's execution and delivery of this Agreement, provided that such party shall nevertheless provide at least one originally executed counterpart of this Agreement to the other party as promptly as practicable.

(h) Governing Law; Venue. This Agreement shall be construed, and the rights and obligations of the parties hereunder shall be determined in accordance with the laws of the State of California and shall be filed in the court having appropriate jurisdiction located in Riverside County, California, and each of the parties hereto consent to such venue.

(i) Further Assurances. The parties hereto agree to execute and deliver such further documents and take such additional actions as may be reasonably contemplated to carry out the purpose and intent of this Agreement.

(j) Recitals and Exhibits. The Recitals above and Exhibits attached hereto are hereby incorporated herein by this reference for all purposes.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, COUNTY and HACR have executed this Exchange Agreement as of the dates written below.

“COUNTY”

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

By: _____
Rose Salgado, Director of Facilities Management

Date: _____

APPROVED AS TO FORM
MINH C. TRAN
COUNTY COUNSEL

By: _____
Wesley W. Stanfield
Deputy County Counsel

“HACR”

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

By: _____
Heidi Marshall, Executive Director

Date: _____, 2022

APPROVED AS TO FORM
MINH C. TRAN
COUNTY COUNSEL

By: _____
Amrit P. Dhillon
Deputy County Counsel

EXHIBIT A
FORM OF GRANT DEED
(HEMET PROPERTY)

RECORDING REQUESTED BY
AND WHEN RECORDED
RETURN TO:

County of Riverside
555 Arlington Avenue
Riverside, CA 92504
Attn: Deputy Director

Space Above This Line for Recorder's Use Only

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public body corporate and politic ("Grantor"), hereby grants to the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Grantee") that certain real property located in the City of Hemet, County of Riverside, State of California more particularly described in Exhibit 1 attached hereto and incorporated herein by reference (collectively, the "Hemet Property"), subject to real property taxes and assessments for the current tax year, if any, and all easements, covenants, encumbrances and restrictions of record.

1. It is understood and agreed that the property conveyed by this Grant Deed includes all improvements to the Hemet Property which are, either generally or for purposes of acquisition by Grantee, a part of the Hemet Property.

2. Grantee covenants and agrees that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Hemet Property nor shall the Grantee establish or permit any such practice or practices of discrimination or segregation with reference to the location, subtenants, or vendees of the Hemet Property or in connection with the employment of persons for the construction, operation and management of the Hemet Property.

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph.

All deeds, rental agreements, leases, or contracts made or entered into by the Grantee as to the Hemet Property or any portion thereof shall contain and be subject to the following nondiscrimination and no segregation clauses:

a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph.

b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph.

c. In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in connection with the performance of this contract nor shall the contracting party himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, contractors, subcontractors or vendees with respect to the premises."

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph.

The covenants established herein shall, without regard to technical classification and designation, be binding on Grantee and any successors in interest to the Hemet Property, or any part thereof, for the benefit and in favor of Grantor and its successors and assigns. The covenants against discrimination shall run with the land and remain in effect in perpetuity.

4. All conditions, covenants, and restrictions contained in this Grant Deed shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by Grantor, its successors and assigns, against Grantee, its successors and assigns, to or of the Hemet Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Hemet Property or portion thereof.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the date written below.

“GRANTOR”:

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

By: _____
Heidi Marshall, Executive Director

Date: _____, 2022

APPROVED AS TO FORM

COUNTY COUNSEL

By: _____
Amrit P. Dhillon
Deputy County Counsel

ACCEPTANCE

The undersigned Grantee hereby accepts conveyance of the property described in this Grant Deed subject of the covenants, conditions and restrictions hereinabove set forth.

“GRANTEE”:

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

By: _____
Rose Salgado, Director of Facilities Management

Date: _____

APPROVED AS TO FORM

COUNTY COUNSEL

By: _____
Wesley W. Stanfield
Deputy County Counsel

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT 1
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY THE SURVEY OF THE PARTITION OF THE RANCHO SAN JACINTO VIEJO AND PLAT OF SAID PARTITION ON FILE IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF SAN DIEGO, CALIFORNIA;

EXCEPT THE EASTERLY 30 FEET FOR ROAD PURPOSES;

ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 AS SHOWN BY ASSESSOR'S MAP NO. 24, ON FILE IN ASSESSOR'S MAP BOOK 1, PAGE 29, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING A POINT ON THE WESTERLY LINE OF STATE STREET AS SHOWN ON SAID MAP; THENCE SOUTH 0 DEGREES 03' 10" WEST ALONG SAID WESTERLY LINE OF STATE STREET, A DISTANCE OF 352.50 FEET TO THE NORTHERLY LINE OF THE SOUTHERLY RECTANGULAR 142.5 FEET OF LOT 4 AS SHOWN ON SAID ASSESSOR'S MAP NO. 24;

THENCE WESTERLY ALONG SAID NORTHERLY LINE OF LOT 4, A DISTANCE OF 10.64 FEET;

THENCE NORTH 0 DEGREES 13' 46" WEST, A DISTANCE OF 352.50 FEET TO THE NORTHERLY LINE OF SAID LOT 2;

THENCE EASTERLY ALONG SAID NORTHERLY LINE OF LOT 2, A DISTANCE OF 12.37 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE EASTERLY 85.00 FEET OF THE SOUTHERLY 82.5 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE EASTERLY 85.00 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS SHOWN BY THE SURVEY OF THE PARTITION OF THE RANCHO SAN JACINTO VIEJO AND PUT OF SAID PARTITION ON FILE IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF SAN DIEGO, CALIFORNIA.

APN: 443-050-002-4, 443-050-027-7

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY THE SURVEY OF THE PARTITION OF THE RANCHO SAN JACINTO VIEJO AND PLAT OF SAID PARTITION ON FILE IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF SAN DIEGO, CALIFORNIA;

EXCEPT THE SOUTHERLY 142.5 FEET;

ALSO EXCEPT THE EASTERLY 30 FEET FOR ROAD PURPOSES;

ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 AS SHOWN BY ASSESSOR'S MAP NO. 24, ON FILE IN ASSESSOR'S MAP BOOK 1, PAGE 29, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA BEING A POINT ON THE WESTERLY LINE OF STATE STREET AS SHOWN ON SAID MAP; THENCE SOUTH 0 DEGREES 03' 10" WEST, ALONG SAID WESTERLY LINE OF STATE STREET, A DISTANCE OF 352.50 FEET TO THE NORTHERLY LINE OF THE SOUTHERLY RECTANGULAR 142.5 FEET OF LOT 4 AS SHOWN ON SAID ASSESSOR'S MAP NO. 24;

THENCE WESTERLY ALONG SAID NORTHERLY LINE OF LOT 4, A DISTANCE OF 10.64 FEET;

THENCE NORTH 0 DEGREES 13' 46" WEST, A DISTANCE OF 352.50 FEET TO THE NORTHERLY LINE OF LOT 2;

THENCE EASTERLY ALONG SAID NORTHERLY LINE OF LOT 2, A DISTANCE OF 12.37 FEET TO THE POINT OF BEGINNING.

APN: 443-050-003-5, 443-050-004-6

THE EAST HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN. SAID PROPERTY IS ALSO SHOWN AS LOT 6 OF ASSESSOR'S MAP NO. 24 ON FILE IN BOOK 1, PAGE 29 OF ASSESSOR'S MAPS RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE COUNTY OF RIVERSIDE BY DOCUMENT RECORDED JULY 21, 1965 AS INSTRUMENT NO. 83961 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 443-050-006

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE RANCHO SAN JACINTO VIEJO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP OF PARTITION OF SAID RANCHO MADE UNDER DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882, AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SAID COUNTY.

EXCEPT THE WEST 30.00 FEET.

APN: 443-050-017-8

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE RANCHO SAN JACINTO VIEJO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP OF PARTITION OF SAID RANCHO MADE UNDER DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882, AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SAID COUNTY.

APN: 443-050-018-9

THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE RANCHO SAN JACINTO VIEJO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP OF PARTITION OF SAID RANCHO MADE UNDER DECREE OF THE SUPERIOR COURT OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882, AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SAID COUNTY.

EXCEPT THE WEST 30.00 FEET.

APN: 443-050-020-0

THE WEST 200 FEET OF THE SOUTH 100 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN UPON THE MAP OF THE PARTITION OF RANCHO SAN JACINTO VIEJO MADE UNDER DECREE OF THE SUPERIOR COURT OF THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882.

APN: 443-050-021-1

THE WEST HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY THE SURVEY OF THE PARTITION OF THE RANCHO SAN JACINTO VIEJO AND PLAT OF SAID PARTITION ON FILE IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF SAN DIEGO, CALIFORNIA; TOGETHER WITH THE SOUTHERLY 45 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY THE SURVEY OF THE PARTITION OF THE RANCHO SAN JACINTO VIEJO AND PLAT OF SAID PARTITION ON FILE IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF SAN DIEGO, CALIFORNIA;

EXCEPT THE WESTERLY 30 FEET FOR ROAD PURPOSES;

ALSO EXCEPT THE SOUTH 100 FEET OF THE WEST 200 FEET.

APN: 443-050-022-2, 443-050-023-3

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY THE SURVEY OF THE PARTITION OF THE RANCHO SAN JACINTO VIEJO AND PLAT OF SAID PARTITION ON FILE IN THE OFFICE OF THE COUNTY OF SAN DIEGO, CALIFORNIA;

EXCEPT THE WESTERLY 30 FEET FOR ROAD PURPOSES;

ALSO EXCEPT THE SOUTHERLY 45 FEET.

APN: 443-050-024-4

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY;

EXCEPTING THEREFROM THE WESTERLY 30 FEET THEREOF INCLUDED IN PUBLIC HIGHWAY.

APN: 443-050-028-8, 443-050-029-9

THE EASTERLY 45 FEET OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF PARTITION OF RANCHO SAN JACINTO VIEJO, IN THE PARTITION DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882 AND RECORDED IN BOOK 43, PAGE 161 OF DEEDS, SAN DIEGO COUNTY RECORDS.

EXCEPTING THEREFROM THE NORTHERLY 30 FEET IN MENLO AVENUE.

SAID PROPERTY IS ALSO SHOWN AS A PORTION OF LOT 26 ON ASSESSOR'S MAP NO. 24 ON FILE IN BOOK 1, PAGE 29 OF ASSESSOR'S MAPS, RIVERSIDE COUNTY RECORDS.

APN: 443-050-030-9

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF PARTITION OF RANCHO SAN JACINTO VIEJO IN THE PARTITION DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882 AND RECORDED IN BOOK 43 PAGE 161 OF DEEDS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THE EASTERLY 45 FEET;

ALSO EXCEPTING THEREFROM THE NORTHERLY 30 FEET.

APN: 443-050-031-0

PARCEL 1: (EASTERLY 2/3RDS OF 443-050-033-2)

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE RANCHO SAN JACINTO VIEJO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP OF PARTITION OF SAID RANCHO MADE UNDER DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882, AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SAID COUNTY.

EXCEPT THE SOUTH 30.00 FEET

ALSO EXCEPT THE WEST 181.00 FEET.

PARCEL 2: (WESTERLY 1/3RD OF 443-050-033-2)

THE EAST 55.00 FEET OF THE WEST 181.00 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN RANCHO SAN JACINTO VIEJO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP PARTITION OF SAID RANCHO, MADE UNDER DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882 AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SAID COUNTY.

EXCEPT THE SOUTH 30.00 FEET.

APN: 443-050-033-2

PARCEL 1: (SOUTH 50' OF 443-050-039-8)

THE NORTH 50.00 FEET OF THE SOUTH HALF, OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE RANCHO JACINTO VIEJO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP OF PARTITION OF SAID RANCHO MADE UNDER DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO; DATED MARCH 9, 1882, AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SAID COUNTY.

EXCEPT THE EAST 30.00 FEET.

ALSO EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED JUNE 22, 1966 AS INSTRUMENT NO. 64465 OF OFFICIAL RECORDS.

PARCEL 2: (NORTH 142' OF 443-050-039-8)

THE SOUTH 142.50 FEET OF THE EAST HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE RANCHO SAN JACINTO VIEJO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP OF PARTITION OF SAID RANCHO MADE UNDER DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882 AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SAID COUNTY.

EXCEPT THE EAST 30.00 FEET.

ALSO EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED JUNE 22, 1966 AS INSTRUMENT NO. 64465 OF OFFICIAL RECORDS.

APN: 443-050-039-8

EXHIBIT B

FORM OF GRANT DEED

(INDIO PROPERTY)

RECORDING REQUESTED BY
AND WHEN RECORDED
RETURN TO:

Housing Authority of the County of
Riverside
555 Arlington Avenue
Riverside, CA 92504
Attn: Deputy Director

Space Above This Line for Recorder's Use Only
(Exempt from recording fee per Gov. Code § 27383)

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereby grants to the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public body corporate and politic, that certain real property located in the City of Indio, County of Riverside, State of California more particularly described in Exhibit 1 attached hereto and incorporated herein by reference, subject to real property taxes and assessments for the current tax year, if any, and all easements, covenants, encumbrances and restrictions of record.

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

By: _____
Rose Salgado, Director of Facilities Management

Date: _____

APPROVED AS TO FORM

COUNTY COUNSEL

By: _____
Wesley W. Stanfield
Deputy County Counsel

ACCEPTANCE

The undersigned hereby accepts conveyance of the property described in this Grant Deed subject to the covenants, conditions and restrictions of record as of the date hereof.

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

By: _____
Heidi Marshall, Executive Director

Date: _____, 2022

APPROVED AS TO FORM

COUNTY COUNSEL

By: _____
Amrit P. Dhillon
Deputy County Counsel

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____) SS.

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

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT 1

Legal Description

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 2 OF PARCEL MAP 14256, IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED MARCH 13, 1979 IN BOOK 62 OF PARCEL MAPS, PAGES 44 AND 45, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION GRANTED TO THE CITY OF INDIO BY DEED RECORDED FEBRUARY 26, 1988 AS INSTRUMENT NO. 50025, OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHERLY 42 FEET AS MEASURED AT RIGHT ANGLES ALONG THE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 500 FEET, CENTRAL ANGLE OF 24 DEGREES 59' 36" AND LENGTH OF 218.11 FEET;
AND SOUTHWESTERLY 82 FEET AS MEASURED AT RIGHT ANGLES, ALONG THE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 540 FEET, CENTRAL ANGLE OF 65 DEGREES 00' 24" AND LENGTH OF 612.67 FEET; AND ALSO WESTERLY 82 FEET, AS MEASURED AT RIGHT ANGLES, ALONG THE WESTERLY BOUNDARY LINE.

APN: 608-080-032-9

EXHIBIT C
FORM OF RELEASE

LIMITED RELEASE

THIS LIMITED RELEASE (this “**Release**”) is made and entered into effective as of _____, 2022, by and between the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public body corporate and politic (“**HACR**”), on the one hand, and the COUNTY OF RIVERSIDE, a political subdivision of the State of California (“**County**”), on the other hand.

1. **HACR Release of County.**

(a) The physical condition of the Indio Property is being transferred “AS IS, WHERE IS, AND WITH ALL FAULTS,” with no other warranty express or implied by the County regarding the presence of Hazardous Materials or Hazardous Substances, compliance with Environmental Laws, or the condition of the soil, geology, the presence of known or unknown seismic faults, or the suitability of the Indio Property for any particular development or use by HACR. Accordingly, the County shall have no liability or obligation after the recordation of the grant deed for the Indio Property.

(b) Except to the extent the County has breached any of its covenants, representations, or warranties set forth in the Exchange Agreement between the parties dated as of _____, 2022 (“**Exchange Agreement**”), and except as provided hereinbelow, HACR hereby waives, releases, and discharges forever the County, and its and their respective officers, employees, tenants, licensees, occupants, contractors, consultants, volunteers, agents, and representatives (the “**County Releasees**”), from all present and future claims, demands, suits, legal and administrative proceedings, and liabilities for damages, losses, costs, fees, and expenses, present and future, arising out of or in any way connected with the physical or environmental condition of the Indio Property, any Hazardous Materials or Hazardous Substances on, under, or about the Indio Property, or the existence of Hazardous Materials or Hazardous Substances contamination due to the generation of Hazardous Materials or Hazardous Substances from the Indio Property, howsoever they came to be placed there, except that arising out of the active negligence or willful misconduct of any of such County Releasees. Notwithstanding the foregoing, however, this release shall not apply to any claim for indemnity or contribution that HACR may have against any of the County Releasees in the event a lawsuit, administrative proceeding, arbitration, or other similar action is brought against HACR with respect to the acquisition of the Indio Property by HACR by any of the County Releasees or any third party.

(c) HACR is aware of and familiar with the provisions of Section 1542 of the California Civil Code, which provides as follows:

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

To the extent applicable to the transfer of the Indio Property by the County, HACR hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code:

HACR's Initials

County's Initials

2. **County Release of HACR.**

(d) The physical condition of the Hemet Property is being transferred "AS IS, WHERE IS, AND WITH ALL FAULTS," with no other warranty express or implied by HACR regarding the presence of Hazardous Materials or Hazardous Substances, compliance with Environmental Laws, or the condition of the soil, geology, the presence of known or unknown seismic faults, or the suitability of the Hemet Property for any particular development or use by the County. Accordingly, HACR shall have no liability or obligation after the recordation of the grant deed for the Hemet Property.

(e) Except to the extent HACR has breached any of its covenants, representations, or warranties set forth in the Exchange Agreement and except as provided hereinbelow, the County hereby waives, releases, and discharges forever HACR, and its and their respective officers, employees, tenants, licensees, occupants, contractors, consultants, volunteers, agents, and representatives (the "**HACR Releasees**"), from all present and future claims, demands, suits, legal and administrative proceedings, and liabilities for damages, losses, costs, fees, and expenses, present and future, arising out of or in any way connected with the physical or environmental condition of the Hemet Property, any Hazardous Materials or Hazardous Substances on, under, or about the Hemet Property, or the existence of Hazardous Materials or Hazardous Substances contamination due to the generation of Hazardous Materials or Hazardous Substances from the Hemet Property, howsoever they came to be placed there, except that arising out of the active negligence or willful misconduct of any of such HACR Releasees. Notwithstanding the foregoing, however, this release shall not apply to any claim for indemnity or contribution that the County may have against any of the HACR Releasees in the event a lawsuit, administrative proceeding, arbitration, or other similar action is brought against the County with respect to the acquisition of the Hemet Property by County by any of the HACR Releasees or any third party.

(f) The County is aware of and familiar with the provisions of Section 1542 of the California Civil Code, which provides as follows:

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

To the extent applicable to the transfer of the Hemet Property by HACR, the County hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code:

HACR's Initials

County's Initials

IN WITNESS WHEREOF, the parties hereto have executed this Limited Release as of the date specified above.

"COUNTY"

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

By: _____
Rose Salgado, Director of Facilities Management

Date: _____

APPROVED AS TO FORM

COUNTY COUNSEL

By: _____
Wesley W. Stanfield
Deputy County Counsel

"HACR"

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

By: _____
Heidi Marshall, Executive Director

Date: _____, 2022

APPROVED AS TO FORM

COUNTY COUNSEL

By: _____
Amrit P. Dhillon
Deputy County Counsel

33433 Summary Report

Pursuant to Health & Safety Code Section 33433

**Summary Report Pursuant To
California Health and Safety Code Section 33433
On An Exchange Agreement
By and Between
The Housing Authority of The County of Riverside and the
County of Riverside**

The following Summary Report has been prepared pursuant to California Health and Safety Code Section 33433 ("Section 33433"). The Summary Report sets forth certain details of the proposed Exchange Agreement ("Agreement") between the Housing Authority of the County of Riverside ("HACR" or "Housing Authority") and County of Riverside ("County").

The Housing Authority is a housing authority duly created, established and authorized to transact business and exercise its power, under and pursuant to the provisions of the Housing Authorities Law which is Part 2 of Division 24 of the California Health and Safety Code (commencing with Section 34200 et seq, the "Housing Authorities Law"). Pursuant to applicable provisions of the Housing Authorities Law, notwithstanding any other provision of laws, whenever the Board of Commissioners determines that any real property owned by the HACR can be used to provide housing affordable to low income families or the proceeds of a disposition of real property are used directly to assist housing for very low income families, the HACR may sell, exchange, convey or otherwise dispose of the real property to provide that affordable housing without complying with other provisions of Title 3, Division 2, Part 2, Chapter 5, Article 8 of the California Government Code.

HACR is the legal owner of record of approximately 12.10 gross acres of unimproved real property located between Alessandro Street on the west, State Street on the east, Menlo Avenue on the north and Oakland Avenue on the south, in the City of Hemet, County of Riverside, State of California, identified with Assessor's Parcel Numbers (APNs) 443-050-002, 443-050-003, 443-050-004, 443-050-006, 443-050-017, 443-050-018, 443-050-020, 443-050-021, 443-050-022, 443-050-023, 443-050-024, 443-050-027, 443-050-028, 443-050-029, 443-050-030, 443-050-031, 443-050-033, and 443-050-039, described in the Legal Description (Exhibit A) attached hereto and depicted on the Site Map (Exhibit B) attached hereto (collectively, the "Hemet Property").

APNs included in the Hemet Property were purchased by the former Redevelopment Agency of the County of Riverside (Former RDA) in 2008 with tax increment funds (APNs 443-050-002, 443-050-003, 443-050-004, 443-050-021, 443-050-022, 443-050-023, 443-050-024, 443-050-027, 443-050-028, 443-050-029, 443-and 443-050-031), and in 2011 with the proceeds of tax exempt bonds (APNs 443-050-017, 443-050-018, 443-050-020, 443-050-030, 443-050-033, and 443-050-039). APN 443-050-006 was purchased by the Former RDA in 1988 from HACR. The Former RDA was dissolved in 2011 in accordance with applicable law. HACR is the housing successor to the Former RDA.

The Hemet Property cannot currently be developed for affordable housing purposes due to a moratorium on new water connections enacted via Ordinance No. 176 of the Board of Directors of the Lake Hemet Municipal Water District and adopted on August 20, 2015 (“Ord. No. 176”), and, because of the critical shortage of affordable housing within the County of Riverside and the State of California, HACR is in need of property that can be developed for affordable housing purposes in the near future.

The County is the legal owner of record of approximately 8.87 gross acres of unimproved real property located at 44092 Hoover Street, in the City of Indio, County of Riverside, State of California, identified with Assessor’s Parcel Number 608-080-032-9, described in the Legal Description (Exhibit C) attached hereto and depicted on the Site Map (Exhibit D) attached hereto (collectively, the “Indio Property”).

The Indio Property was purchased by the County in 2008 with proceeds from Palm Desert Redevelopment Pass-through Funds. The Indio Property was purchased with the intention of relocating the Department of Public Social Services to the Indio Property, as well as other social services, which such relocation has not occurred and the Indio Property remains unimproved.

The Indio Property is zoned Community Commercial (CC) within the City of Indio’s general plan, which allows multi-family development that is consistent with Residential High (RH) development standards, thereby permitting the development of affordable multifamily housing. Further, the Indio Property is near public services (such as the Employment Development Department, Public Social Services and Workforce Development Center), elementary schools and other facilities providing a variety of services to potential inhabitants of an affordable housing project, which is likely to facilitate an award of tax credit financing for an affordable housing project.

The California Surplus Lands Act (Assembly Bill (AB) 1486 (Statutes of 2019, Chapter 664) and AB 1255 (Statutes of 2019, Chapter 661) (“SLA”) requires that before a local agency, including a Housing Authority, takes any action to sell or lease surplus property, it must declare the property to be either “surplus land” or “exempt surplus land”.

“Surplus land” means land owned in fee simple by any local agency for which the local agency’s governing body takes formal action in a regular meeting declaring that such land is surplus and is not necessary for the agency’s use. Unless the surplus land is exempt, the agency must give written notice of its availability to any local public entity, including schools and park districts, within whose jurisdiction the property is located, as well as to housing sponsors that have notified the State Department of Housing and Community Development (“HCD”) of their interest in surplus properties and imposes a mandatory negotiation process giving first priority to affordable housing development. The SLA exempts certain properties, “exempt surplus lands,” from the mandatory notification and negotiation procedures, including, without limitation, (i) certain properties conveyed for affordable housing development, (ii) property that is less than 5,000 square feet and sold to a contiguous land owner; (iii) property exchanged for another property necessary for the agency’s use, (iv) property transferred to another local agency

for the agency's use, and (v) property that is subject to a valid legal restriction not imposed by the local agency that would prohibit housing (non-residential zoning is not a valid legal restriction).

The HACR and the County desire to enter into an Exchange Agreement providing for, among other things, the transfer of the Hemet Property to the County in exchange for and in consideration of, the Indio Property. The HACR desires to utilize the Indio Property for the development of multifamily housing affordable to low income households. The County proposes to utilize the Hemet Property for the of a full service Behavioral Health Continuum of Care model, and include residential substance use disorder treatment, crisis residential treatment, mental health rehabilitation center, adult residential treatment facility, adult mental health urgent care, children's mental health urgent care, children's crisis residential treatment facility, children's short term residential therapeutic program, recovery residences, transitional housing apartments, integrated outpatient clinics to include behavioral health, substance use disorder, primary health care, and vocational services to enable consumers and their families to move through the campus' continuum of care from intensive oversight and treatment activities, to decreased therapeutic contact enabling consumers to prepare for a self-sustained recovery grounded in their own community. These services will improve the health, safety and welfare of the residents of the County of Riverside. The target population for the center includes low income families, youth, and adults with substance abuse problems, a large percentage of which are expected to be homeless.

The Lake Hemet Municipal Water District Board of Directors considered the County's proposed use of the Hemet Property and directed General Manager-Chief Engineer Michael A. Gow to explore alternate sources of water and prepare a letter of support of the County's project. The Lake Hemet Municipal Water District issued a statement of water and sewer service availability on September 12, 2022.

Government Code Section 54221(f)(1)(C) provides that surplus land that a local agency is exchanging for another property necessary for the agency's use constitutes exempt surplus land. HACR proposes to exchange the Hemet Property for the Indio Property, which is a property currently suited for the development of affordable housing and therefore necessary to advance HACR's affordable housing goals and to assist in addressing the unmet need for affordable housing within the County of Riverside.

Government Code Section 54221(f)(1)(D) provides that surplus land that a local agency is transferring to another agency for the agency's use constitutes exempt surplus land. HACR proposes to transfer the Hemet Property to the County for use as a behavioral health facility benefitting the health and welfare of residents of the County, including low income and homeless residents.

Consistent with and in compliance with the Housing Authorities Law, HACR desires to convey the Hemet Property to the County in exchange for and in consideration of, a fee interest in the Indio Property, which is available to be developed as an affordable housing residential project in furtherance of HACR's purpose of facilitating affordable housing development within the

County of Riverside. The Exchange Agreement provides for the concurrent conveyance of each of the Hemet Property and Indio Property by grant deed to the County and HACR, respectively, and requires the satisfaction of certain conditions prior to such conveyances, including, without limitation, compliance with the SLA and other applicable laws.

The proposed exchange of the Property to County is subject to the reporting requirements imposed by Section 33433 because prior to dissolution, the former RDA utilized low and moderate income housing redevelopment funds to acquire the Property for affordable housing purposes. Section 33433 requires the entity to prepare a report that summarizes the following information in connection with the exchange of the Property:

(i) The cost of the agreement to the agency, including land acquisition costs, clearance costs, relocation costs, the costs of any improvements to be provided by the agency, plus the expected interest on any loans or bonds to finance the agreements.

(ii) The estimated value of the interest to be conveyed or leased, determined at the highest and best uses permitted under the redevelopment plan.

(iii) The estimated value of the interest to be conveyed or leased, determined at the use and with the conditions, covenants, and development costs required by the exchange. The purchase price or present value of the lease payments which the lessor will be required to make during the term of the lease. If the sale price or total rental amount is less than the fair market value of the interest to be conveyed or leased, determined at the highest and best use consistent with the redevelopment plan, then the agency shall provide as part of the summary an explanation of the reasons for the difference.

(iv) An explanation of why the sale or lease of the property will assist in the elimination of blight, with reference to all supporting facts and materials relied upon in making this explanation.

It is the intent of this Summary Report to meet all of the Section 33433 requirements and provide the required information and data. This Summary Report is based upon the information contained within the Agreement, and is organized into the following six sections:

1. Salient Points of the Agreement: This section summarizes the major responsibilities imposed on HACR and County in the Agreement.
2. Cost of the Agreement to HACR: This section details the total cost to HACR associated with implementing the terms of the Agreement.
3. Estimated Value of the Interests to be Conveyed Determined at the Highest Use Permitted Under the Existing Zoning: This section estimates the value of the interest to be conveyed determined at the highest use permitted under the Property's existing zoning.
4. Estimated Reuse Value of the Interests to be Conveyed: This section summarizes the valuation estimate for the Property based on the required scope of development, and

the other conditions and covenants required by the Agreement.

5. Consideration Received and Comparison with the Established Value: This section describes the compensation to be received by HACR, and explains any difference between the compensation to be received and the established value of the Property.
6. Blight Elimination: This section describes the existing blighting conditions on the Property, and explains how the Agreement will assist in alleviating the blighting influence.

A. SALIENT POINTS OF THE AGREEMENT

Description of the Property and Project

The Property to be exchanged by HACR to County is approximately 12.10 gross acres of unimproved real property located between Alessandro Street on the west, State Street on the east, Menlo Avenue on the north and Oakland Avenue on the south, in the City of Hemet, County of Riverside, State of California, identified with Assessor's Parcel Numbers 443-050-002, 443-050-003, 443-050-004, 443-050-006, 443-050-017, 443-050-018, 443-050-020, 443-050-021, 443-050-022, 443-050-023, 443-050-024, 443-050-027, 443-050-028, 443-050-029, 443-050-030, 443-050-031, 443-050-033, and 443-050-039, described in the Legal Description (Exhibit A) attached hereto and depicted on the Site Map (Exhibit B) attached hereto (collectively, the "Hemet Property").

The County is the legal owner of record of approximately 8.87 gross acres of unimproved real property located at 44092 Hoover Street, in the City of Indio, County of Riverside, State of California, identified with Assessor's Parcel Number 608-080-032-9, described in the Legal Description (Exhibit C) attached hereto and depicted on the Site Map (Exhibit D) attached hereto (collectively, the "Indio Property").

The HACR and the County desire to enter into an Exchange Agreement providing for, among other things, the transfer of the Hemet Property to the County in exchange for and in consideration of the Indio Property. The HACR desires to utilize the Indio Property for the development of multifamily housing affordable to low income households. The Exchange Agreement recites the intended use of the Indio Property but does not require such use.

The County proposes to utilize the Hemet Property for of a full service Behavioral Health Continuum of Care model, and include residential substance use disorder treatment, crisis residential treatment, mental health rehabilitation center, adult residential treatment facility, adult mental health urgent care, children's mental health urgent care, children's crisis residential treatment facility, children's short term residential therapeutic program, recovery residences, transitional housing apartments, integrated outpatient clinics to include behavioral health, substance use disorder, primary health care, and vocational services to enable consumers and their families to move through the campus' continuum of care from intensive oversight and treatment activities, to decreased therapeutic contact enabling consumers to prepare for a self-sustained recovery grounded in their own

community. These services will improve the health, safety and welfare of the residents of the County of Riverside. The target population for the center includes low income families, youth, and adults with substance abuse problems, a large percentage of which are expected to be homeless.

The Lake Hemet Municipal Water District Board of Directors considered the County's proposed use of the Hemet Property and directed General Manager-Chief Engineer Michael A. Gow to explore alternate sources of water and prepare a letter of support of the County's project. The Lake Hemet Municipal Water District issued a statement of water and sewer service availability on September 12, 2022.

The Exchange Agreement recites the intended use of the Hemet Property but does not require such use.

Scope of Development

The HACR desires to utilize the Indio Property for the development of multifamily housing affordable to low income households. The specific terms of such development are to be determined once a developer has been selected in accordance with applicable law (the "Proposed Project"). The Exchange Agreement recites the intended use of the Indio Property but does not require such use.

There is an unmet need for affordable housing within the County of Riverside, California and HACR is in need of property that can be financed and developed as affordable housing in the near future..

HACR will require that at least forty-nine percent (49%) of the total residential units included in the Proposed Project not identified for occupancy by a property manager on the Property be affordable to low and moderate income households in accordance with applicable law.

In furtherance of the housing functions and public purposes set forth in the Housing Authorities Law, and in order to facilitate the Proposed Project, HACR desires to convey the Hemet Property to the County in consideration of the conveyance by County of the Indio Property to HACR.

Following and contingent upon a future developer being selected to develop the Proposed Project, HACR and developer will enter into a written agreement requiring developer to obtain the necessary Proposed Project-related financing, discretionary entitlements, permits and full compliance with the California Environmental Quality Act.

HACR acquired the Hemet Property primarily for the purpose of carrying out its obligation to eliminate blight and for future affordable housing development. Unfortunately, due to water constraints in the City of Hemet, such development is not feasible. HACR has determined that the best use for the Hemet Property is for exchange for the Indio Property and for development of the Proposed Project on the Indio Property in accordance with applicable laws.

County Responsibilities

The Exchange Agreement requires County to accept the following responsibilities:

1. Title to the Indio Property will be conveyed to HACR by Grant Deed (in the form attached to the Exchange Agreement) upon satisfaction of all conditions precedent to conveyance. Title to the Hemet Property will be Accepted by County by Grant Deed (in the form attached to the Exchange Agreement) upon satisfaction of all conditions precedent to conveyance.
2. County or its permitted assignee must accept the Hemet Property in an "as-is" condition.
3. County or its permitted assignee shall develop the Hemet Property in accordance with all applicable laws.
4. County is responsible for satisfying all requirements of the California Environmental Quality Act, obtaining all necessary entitlements and easements to carry out its intended use of the Hemet Property.

HACR Responsibilities

The Agreement imposes the following responsibilities on HACR, subject to the satisfaction of certain conditions precedent set forth therein:

- (a) Title to the Indio Property will be accepted by HACR by Grant Deed (in the form attached to the Exchange Agreement) upon satisfaction of all conditions precedent to conveyance. Title to the Hemet Property will be conveyed to County by Grant Deed (in the form attached to the Exchange Agreement) upon satisfaction of all conditions precedent to conveyance.
- (b) HACR or its permitted assignee must accept the Indio Property in an "as-is" condition.
- (c) HACR or its permitted assignee shall develop the Indio Property in accordance with all applicable laws.
- (d) HACR is responsible for satisfying all requirements of the California Environmental Quality Act, obtaining all necessary entitlements and easements to carry out its intended use of the Indio Property.

B. COST OF THE TRANSFER OF FEE TITLE TO HACR

APNs included in the Hemet Property were purchased by the former Redevelopment Agency of the County of Riverside (Former RDA) in 2008 with tax increment funds (APNs 443-050-002, 443-050-003, 443-050-004, 443-050-021, 443-050-022, 443-050-023, 443-050-024, 443-050-027, 443-050-028, 443-050-029, and 443-050-031) for a total of \$3,671,223, and in 2011 with the proceeds of tax exempt bonds (APNs 443-050-017, 443-050-018, 443-050-020, 443-050-030, 443-050-033, and 443-050-039) for a total of \$745,950. APN 443-050-006 was purchased by the Former RDA in 1988 from HACR for \$110,047. The Former RDA was dissolved in 2011 in accordance with applicable law. HACR is the housing successor to the Former RDA.

The cost to the former RDA of acquiring the Property is approximately \$4,527,220. Such cost includes consideration paid for the land, but excludes consulting fees, appraisal costs, title expenses and various other costs and expenses. The Property was acquired in scattered parcels over different periods of time. Additional costs to HACR that may be incurred in connection with any future sale pursuant to the Agreement include consulting fees, appraisal costs, title expenses, legal fees and various other costs and expenses.

Costs Incurred

Land Acquisition	\$4,527,220
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C. ESTIMATED VALUE OF THE INTEREST TO BE CONVEYED DETERMINED AT THE HIGHEST USE PERMITTED UNDER THE EXISTING ZONING

Section 33433 requires HACR to identify the value of the interests being transferred at the highest use allowed by the Property's zoning. The valuation must be based on the assumption that near-term development is required, but the valuation does not take into consideration any extraordinary use, quality and/or income restrictions that are being imposed on the development by HACR.

The Hemet Property cannot currently be developed for affordable housing purposes due to a moratorium on new water connections enacted via Ordinance No. 176 of the Board of Directors of the Lake Hemet Municipal Water District and adopted on August 20, 2015 ("Ord. No. 176").

The Lake Hemet Municipal Water District Board of Directors considered a request regarding the County's proposed use of the Hemet Property as a behavioral health continuum of care center and directed General Manager-Chief Engineer Michael A. Gow to explore alternate sources of water and prepare a letter of support of the County's project. The Lake Hemet Municipal Water District issued a statement of water and sewer service availability to the County for its proposed project on September 12, 2022

Given the water moratorium affecting the Hemet Property and considering the current property uses in the immediate and greater surrounding areas, the highest and best use of

the Property is for the healthcare development proposed by the County because such development is permitted under the water moratorium. Based on the above, and because of the extensive cost of development of the County's proposed project, the estimated fair market value of the Property is determined to be \$0.

D. ESTIMATED REUSE VALUE OF THE INTERESTS TO BE CONVEYED

Re-use value is defined as the highest price in term of cash or its equivalent which a property or development right is expected to bring for a specified use in a competitive open market, subject to the covenants, conditions, and restrictions imposed by any agreements to develop the proposed County project.

The method used to establish the re-use value is based on the anticipated income characteristics for the proposed County project, the operating expenses and the cost of development for the proposed County project. The proposed County project will only be allowed to be used for the development of healthcare facilities based on the restrictions imposed by certain sources of financing being pursued by the County.

The anticipated cost for development of the proposed County project including indirect and direct costs, is substantial but unknown at this time. Taking into consideration the cost of construction, and applicable use restrictions which may be imposed on the Project by its sources of financing, the fair re-use value is less than \$0, an amount less than the value of the Indio Property to be received by HACR under the Exchange Agreement.

E. CONSIDERATION RECEIVED IN COMPARISON WITH THE ESTABLISHED VALUE

The current water moratorium imposes extraordinary controls on the Hemet Property. The impacts created by these requirements reduce the Property's value. HACR will receive the Indio Property, which was purchased by the County in 2008 with proceeds from the Palm Desert Redevelopment Pass-through Funds for \$4,225,000. In order to make the proposed affordable housing project financially feasible and in recognition of long-term affordability restrictions to be imposed impacting fair reuse value, the fair market value of the Indio Property will be impacted. With the consideration of the value of the Hemet Property compared to development costs and operating costs, the cost to develop and maintain the proposed affordable housing project exceeds the Fair Re-Use value. Pursuant to the Exchange Agreement, HACR is accepting the Indio Property, which was purchased for materially the same cost as the Hemet Property, but likely has a current fair market value in excess of the Hemet Property.

F. BLIGHT ELIMINATION

The Indio Property to be received by HACR currently consists of vacant land. Development of an affordable housing project on the Indio Property will provide much needed affordable housing on a vacant property. The proposed affordable housing project will increase employment during the construction phase.

The Hemet Property to be conveyed by HACR currently consists of vacant land. Development of a healthcare project on the Hemet Property will provide much needed services for the residents of the County. The proposed healthcare project will increase employment both during the construction phase and during such time that the project is operating.

Thus, the transaction contemplated by the Exchange Agreement fulfills the blight elimination requirement imposed by Section 33433.

Exhibit A

LEGAL DESCRIPTION OF THE HEMET PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY THE SURVEY OF THE PARTITION OF THE RANCHO SAN JACINTO VIEJO AND PLAT OF SAID PARTITION ON FILE IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF SAN DIEGO, CALIFORNIA;

EXCEPT THE EASTERLY 30 FEET FOR ROAD PURPOSES;

ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 AS SHOWN BY ASSESSOR'S MAP NO. 24, ON FILE IN ASSESSOR'S MAP BOOK 1, PAGE 29, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING A POINT ON THE WESTERLY LINE OF STATE STREET AS SHOWN ON SAID MAP; THENCE SOUTH 0 DEGREES 03' 10" WEST ALONG SAID WESTERLY LINE OF STATE STREET, A DISTANCE OF 352.50 FEET TO THE NORTHERLY LINE OF THE SOUTHERLY RECTANGULAR 142.5 FEET OF LOT 4 AS SHOWN ON SAID ASSESSOR'S MAP NO. 24;

THENCE WESTERLY ALONG SAID NORTHERLY LINE OF LOT 4, A DISTANCE OF 10.64 FEET;

THENCE NORTH 0 DEGREES 13' 46" WEST, A DISTANCE OF 352.50 FEET TO THE NORTHERLY LINE OF SAID LOT 2;

THENCE EASTERLY ALONG SAID NORTHERLY LINE OF LOT 2, A DISTANCE OF 12.37 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE EASTERLY 85.00 FEET OF THE SOUTHERLY 82.5 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE EASTERLY 85.00 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS SHOWN BY THE SURVEY OF THE PARTITION OF THE RANCHO SAN JACINTO VIEJO AND PUT OF SAID PARTITION ON FILE IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF SAN DIEGO, CALIFORNIA.

APN: 443-050-002-4, 443-050-027-7

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY THE SURVEY OF THE PARTITION OF THE RANCHO SAN JACINTO VIEJO AND PLAT OF SAID PARTITION ON FILE IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF SAN DIEGO, CALIFORNIA;

EXCEPT THE SOUTHERLY 142.5 FEET;

ALSO EXCEPT THE EASTERLY 30 FEET FOR ROAD PURPOSES;

ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 AS SHOWN BY ASSESSOR'S MAP NO. 24, ON FILE IN ASSESSOR'S MAP BOOK 1, PAGE 29, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA BEING A POINT ON THE WESTERLY LINE OF STATE STREET AS SHOWN ON SAID MAP; THENCE SOUTH 0 DEGREES 03' 10" WEST, ALONG SAID WESTERLY LINE OF STATE STREET, A DISTANCE OF 352.50 FEET TO THE NORTHERLY LINE OF THE SOUTHERLY RECTANGULAR 142.5 FEET OF LOT 4 AS SHOWN ON SAID ASSESSOR'S MAP NO. 24;

THENCE WESTERLY ALONG SAID NORTHERLY LINE OF LOT 4, A DISTANCE OF 10.64 FEET;

THENCE NORTH 0 DEGREES 13' 46" WEST, A DISTANCE OF 352.50 FEET TO THE NORTHERLY LINE OF LOT 2;

THENCE EASTERLY ALONG SAID NORTHERLY LINE OF LOT 2, A DISTANCE OF 12.37 FEET TO THE POINT OF BEGINNING.

APN: 443-050-003-5, 443-050-004-6

THE EAST HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN. SAID PROPERTY IS ALSO SHOWN AS LOT 6 OF ASSESSOR'S MAP NO. 24 ON FILE IN BOOK 1, PAGE 29 OF ASSESSOR'S MAPS RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE COUNTY OF RIVERSIDE BY DOCUMENT RECORDED JULY 21, 1965 AS INSTRUMENT NO. 83961 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 443-050-006

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE RANCHO SAN JACINTO VIEJO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP OF PARTITION OF SAID RANCHO MADE UNDER DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882, AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SAID COUNTY.

EXCEPT THE WEST 30.00 FEET.

APN: 443-050-017-8

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE RANCHO SAN JACINTO VIEJO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP OF PARTITION OF SAID RANCHO MADE UNDER DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882, AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SAID COUNTY.

APN: 443-050-018-9

THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE RANCHO SAN JACINTO VIEJO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP OF PARTITION OF SAID RANCHO MADE UNDER DECREE OF THE SUPERIOR COURT OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882, AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SAID COUNTY.

EXCEPT THE WEST 30.00 FEET.

APN: 443-050-020-0

THE WEST 200 FEET OF THE SOUTH 100 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN UPON THE MAP OF THE PARTITION OF RANCHO SAN JACINTO VIEJO MADE UNDER DECREE OF THE SUPERIOR COURT OF THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882.

APN: 443-050-021-1

THE WEST HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY THE SURVEY OF THE PARTITION OF THE RANCHO SAN JACINTO VIEJO AND PLAT OF SAID PARTITION ON FILE IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF SAN DIEGO, CALIFORNIA; TOGETHER WITH THE SOUTHERLY 45 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY THE SURVEY OF THE PARTITION OF THE RANCHO SAN JACINTO VIEJO AND PLAT OF SAID PARTITION ON FILE IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF SAN DIEGO, CALIFORNIA;

EXCEPT THE WESTERLY 30 FEET FOR ROAD PURPOSES;

ALSO EXCEPT THE SOUTH 100 FEET OF THE WEST 200 FEET.

APN: 443-050-022-2, 443-050-023-3

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY THE SURVEY OF THE PARTITION OF THE RANCHO SAN JACINTO VIEJO AND PLAT OF SAID PARTITION ON FILE IN THE OFFICE OF THE COUNTY OF SAN DIEGO, CALIFORNIA;

EXCEPT THE WESTERLY 30 FEET FOR ROAD PURPOSES;

ALSO EXCEPT THE SOUTHERLY 45 FEET.

APN: 443-050-024-4

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY;

EXCEPTING THEREFROM THE WESTERLY 30 FEET THEREOF INCLUDED IN PUBLIC HIGHWAY.

APN: 443-050-028-8, 443-050-029-9

THE EASTERLY 45 FEET OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF PARTITION OF RANCHO SAN JACINTO VIEJO, IN THE PARTITION DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882 AND RECORDED IN BOOK 43, PAGE 161 OF DEEDS, SAN DIEGO COUNTY RECORDS.

EXCEPTING THEREFROM THE NORTHERLY 30 FEET IN MENLO AVENUE.

SAID PROPERTY IS ALSO SHOWN AS A PORTION OF LOT 26 ON ASSESSOR'S MAP NO. 24 ON FILE IN BOOK 1, PAGE 29 OF ASSESSOR'S MAPS, RIVERSIDE COUNTY RECORDS.

APN: 443-050-030-9

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF PARTITION OF RANCHO SAN JACINTO VIEJO IN THE PARTITION DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882 AND RECORDED IN BOOK 43 PAGE 161 OF DEEDS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THE EASTERLY 45 FEET;

ALSO EXCEPTING THEREFROM THE NORTHERLY 30 FEET.

APN: 443-050-031-0

PARCEL 1: (EASTERLY 2/3RDS OF 443-050-033-2)

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE RANCHO SAN JACINTO VIEJO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP OF PARTITION OF SAID RANCHO MADE UNDER DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882, AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SAID COUNTY.

EXCEPT THE SOUTH 30.00 FEET

ALSO EXCEPT THE WEST 181.00 FEET.

PARCEL 2: (WESTERLY 1/3RD OF 443-050-033-2)

THE EAST 55.00 FEET OF THE WEST 181.00 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN RANCHO SAN JACINTO VIEJO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP PARTITION OF SAID RANCHO, MADE UNDER DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882 AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SAID COUNTY.

EXCEPT THE SOUTH 30.00 FEET.

APN: 443-050-033-2

PARCEL 1: (SOUTH 50' OF 443-050-039-8)

THE NORTH 50.00 FEET OF THE SOUTH HALF, OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE RANCHO JACINTO VIEJO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP OF PARTITION OF SAID RANCHO MADE UNDER DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO; DATED MARCH 9, 1882, AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SAID COUNTY.

EXCEPT THE EAST 30.00 FEET.

ALSO EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED JUNE 22, 1966 AS INSTRUMENT NO. 64465 OF OFFICIAL RECORDS.

PARCEL 2: (NORTH 142' OF 443-050-039-8)

THE SOUTH 142.50 FEET OF THE EAST HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE RANCHO SAN JACINTO VIEJO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP OF PARTITION OF SAID RANCHO MADE UNDER DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882 AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SAID COUNTY.

EXCEPT THE EAST 30.00 FEET.

ALSO EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED JUNE 22, 1966 AS INSTRUMENT NO. 64465 OF OFFICIAL RECORDS.

APN: 443-050-039-8

EXHIBIT "B"
PROPERTY SITE MAP
[attached]

SITE MAP

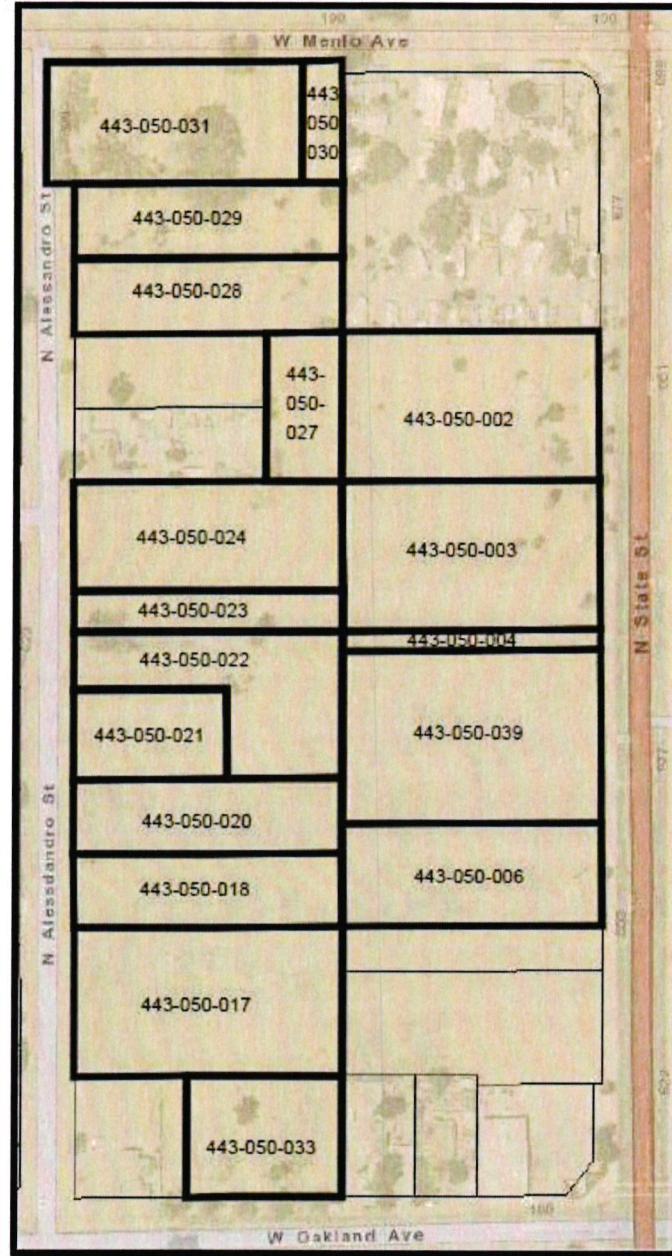


EXHIBIT "C"

LEGAL DESCRIPTION OF THE INDIO PROPERTY

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 2 OF PARCEL MAP 14256, IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED MARCH 13, 1979 IN BOOK 62 OF PARCEL MAPS, PAGES 44 AND 45, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION GRANTED TO THE CITY OF INDIO BY DEED RECORDED FEBRUARY 26, 1988 AS INSTRUMENT NO. 50025, OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHERLY 42 FEET AS MEASURED A RIGHT ANGLES ALONG THE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 500 FEET, CENTRAL ANGLE OF 24 DEGREES 59' 36" AND LENGTH OF 218.11 FEET;

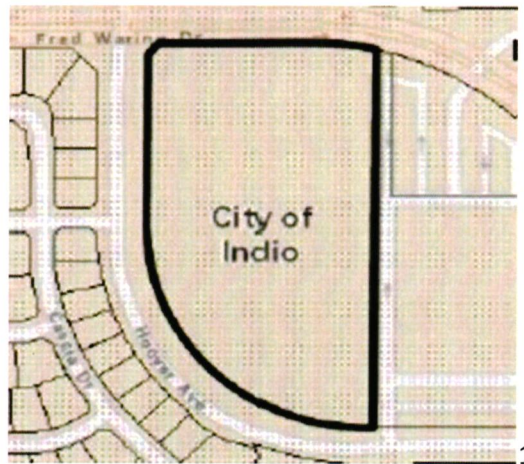
AND SOUTHWESTERLY 82 FEET AS MEASURED AT RIGHT ANGLES, ALONG THE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 540 FEET, CENTRAL ANGLE OF 65 DEGREES 00' 24" AND LENGTH OF 612.67 FEET; AND ALSO WESTERLY 82 FEET, AS MEASURED AT RIGHT ANGLES, ALONG THE WESTERLY BOUNDARY LINE.

APN: 608-080-032-9

EXHIBIT "D"

INDIO PROPERTY SITE

MAP



Public Notice

Advertising Order Confirmation

NOTICE OF JOINT PUBLIC HEARING BY THE HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE AND COUNTY OF RIVERSIDE REGARDING AN AGREEMENT TO EXCHANGE REAL PROPERTY IDENTIFIED AS ASSESSOR'S PARCEL NUMBERS 443-050-002, -003, -004, -006, -017, -018, -020, -021, -022, -023, -024, -027, -028, -029, -030, -031, -033 AND -039 LOCATED IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FOR REAL PROPERTY IDENTIFIED AS ASSESSOR'S PARCEL NUMBER 608-080-032-9 LOCATED IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND FINDING THE PROPERTIES ARE EXEMPT SURPLUS LAND

NOTICE IS HEREBY GIVEN THAT the Housing Authority of the County of Riverside's ("Authority") Board of Commissioners ("BOC") and the County of Riverside ("County") Board of Supervisors ("BOS") will hold a Joint Public Hearing on or about November 29, 2022, at the hour of 9:30 a.m. or as soon thereafter as the matter can be heard, in the Board Chambers, County Administrative Center, 4080 Lemon Street 1st Floor, Riverside, CA 92501, for the purpose of considering a proposed Exchange Agreement ("Agreement") by and between the Authority and County, pursuant to Health and Safety Code Section 33433. The proposed Agreement provides for the conveyance by the Authority to County of certain real property consisting of approximately 12.1 acres, identified as Assessor's Parcel Numbers 443-050-002, -003, -004, -006, -017, -018, -020, -021, -022, -023, -024, -027, -028, -029, -030, -031, -033 and -039, located in the northeast area of the City of Hemet bound by W. Menlo Avenue to the north, N. State Street to the east, W. Oakland Avenue to the south and N. Alessandro St. to the west ("Hemet Site") in exchange for and in consideration of certain real property consisting of approximately 8.87 acres, identified as Assessor's Parcel Number 608-080-032-9 located in the City of Indio ("Indio Site").

Both the Hemet Site and Indio Site are unimproved. The Authority intends to utilize the Indio Site for the development of multifamily housing affordable to low income households in furtherance of the Authority's affordable housing goals and to assist in addressing the unmet need for affordable housing within the County of Riverside. The County intends to utilize the Hemet Site for County Public Health purposes, including proposed development of a full service Behavioral Health Continuum of Care center which may include residential substance use disorder treatment, crisis residential treatment, mental health rehabilitation, adult residential treatment facility, adult mental health urgent care, children's mental health urgent care, children's crisis residential treatment facility, children's short term residential therapeutic program, recovery residences, transitional housing apartments, and integrated outpatient clinics to include behavioral health, substance use disorder, primary health care, and vocational services, which will improve the health, safety and welfare of County residents. The target population for the center includes low income families, youth, and adults with substance abuse problems, and a large percentage of which are expected to be homeless.

Each of the Hemet Site and Indio Site constitute "exempt surplus land" under applicable provisions of the California Surplus Lands Act ("SLA"). The proposed conveyance of the Hemet Site by the Authority complies with the SLA and the Housing Authorities Law. The proposed conveyance of the Indio Site by the County complies with the SLA.

Pursuant to Section 15004(b) of the CEQA Guidelines, the proposed Agreement does not constitute a project under the California Environmental Quality Act ("CEQA") in that (1) it does not vest any development rights or result in the physical change in the environment, (2) it requires the Authority and the County to comply with CEQA and obtain all land use entitlements required by law from the lead agency for the future projects, and (3) it does not commit the lead agency to any definite course of action or foreclose alternatives or mitigation measures that would ordinarily be part of CEQA;

The following documents are available for public inspection and copying during regular business hours (8:00 a.m. to 5:00 p.m., Monday through Friday) at the offices of the County located at 5555 Arlington Avenue, Riverside, CA 92504: (1) A copy of the proposed Agreement and all attachments, and (2) A Summary Report prepared by the Authority pursuant to Section 33433.

At any time before the date and time set forth above for the joint public hearing by the Authority and the County, any written comments on or

Advertising Order Confirmation

The Press Enterprise

11/10/22 8:54:20AM

Page 4

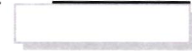
objections to the proposed Agreement and/or the Summary Report may be filed with the County Clerk. All persons wishing to question, comment, object to, or be heard on any or all such matters at the joint public hearing will be given an opportunity to appear and be so heard. If you later desire to challenge actions of the Authority or the County in connection with these actions, you could be limited to raising issues you have raised at or before the joint public hearing.

Further information concerning this matter may also be obtained by contacting Juan Garcia, Principal Development Specialist at 951-955-8126. This information will be made available in alternative formats upon request. If you require assistance or auxiliary aids in order to participate at this public hearing, please contact the County Clerk at 951-955-1060 or email COB@RIVCO.ORG in advance of the meeting.

Publish: November 14, 2022
November 21, 2022

Press-Enterprise

<u>Product</u>	<u>Requested Placement</u>	<u>Requested Position</u>	<u>Run Dates</u>	<u># Inserts</u>
Daily Bulletin	Legals CLS	County Legal - 1076~	11/14/22, 11/21/22	2
PE Riverside:Full Run	Legals CLS	County Legal - 1076~	11/14/22, 11/21/22	2
SB Sun	Legals CLS	County Legal - 1076~	11/14/22, 11/21/22	2



Site Map

EXHIBIT "B"
PROPERTY SITE MAP

SITE MAP

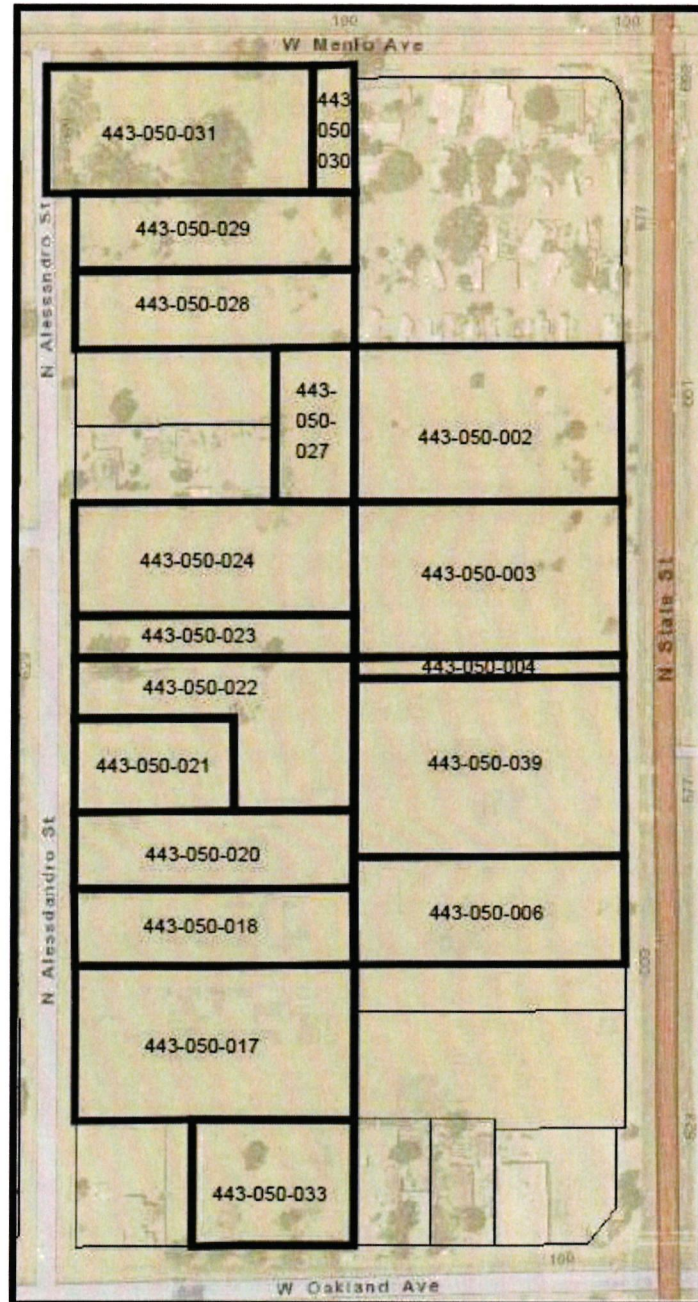
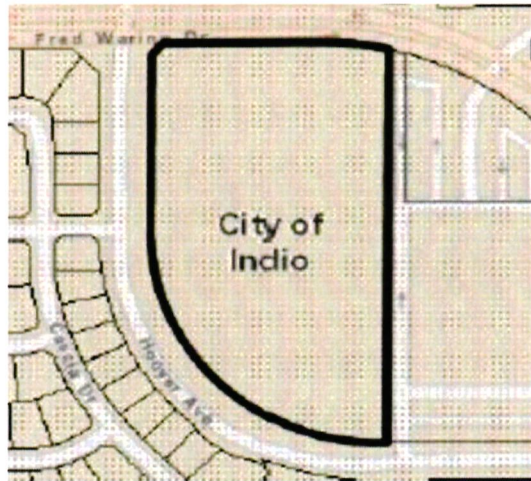


EXHIBIT "D"
EXCHANGE
PROPERTY SITE
MAP



1 BOARD OF COMMISSIONERS

HOUSING AUTHORITY OF THE
2 COUNTY OF RIVERSIDE

3 RESOLUTION NUMBER 2022-008

4 A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING
5 AUTHORITY OF THE COUNTY OF RIVERSIDE ("HACR") MAKING CERTAIN
6 FINDINGS PURSUANT TO CALIFORNIA HEALTH & SAFETY SECTION 33433:
7 AUTHORIZING THE DISPOSITION OF FEE SIMPLE INTEREST IN REAL
8 PROPERTY LOCATED IN THE CITY OF HEMET, COUNTY OF RIVERSIDE,
9 STATE OF CALIFORNIA, IDENTIFIED AS ASSESSOR PARCEL NUMBERS 443-
10 050-002, 443-050-003, 443-050-004, 443-050-006, 443-050-017, 443-050-018, 443-
11 050-020, 443-050-021, 443-050-022, 443-050-023, 443-050-024, 443-050-027, 443-
12 050-028, 443-050-029, 443-050-030, 443-050-031, 443-050-033, AND 443-050-039
13 (COLLECTIVELY, THE "HEMET PROPERTY") BY ONE OR MORE GRANT
14 DEED(S) TO THE COUNTY OF RIVERSIDE ("COUNTY) IN EXCHANGE FOR A
15 FEE SIMPLE INTEREST IN REAL PROPERTY LOCATED IN THE CITY OF INDIO,
16 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, IDENTIFIED AS ASSESSOR
17 PARCEL NUMBER 608-080-032-9 (THE "INDIO PROPERTY") AND APPROVING
18 AN EXCHANGE AGREEMENT BETWEEN THE HACR AND THE COUNTY
19 EFFECTING SUCH DISPOSITION AND RELATED ACTIONS

20 WHEREAS, the Housing Authority of the County of Riverside, a public body
21 corporate and politic, ("HACR" or "Housing Authority"), is a housing authority duly
22 created, established and authorized to transact business and exercise its power,
23 under and pursuant to the provisions of the Housing Authorities Law which is Part 2 of
24 Division 24 of the California Health & Safety Code (commencing with Section 34200
25 et seq, the "Housing Authorities Law");

26 WHEREAS, HACR is the legal owner of record of approximately 12.10 gross
27 acres of unimproved real property located between Alessandro Street on the west,
28 State Street on the east, Menlo Avenue on the north and Oakland Avenue on the
south, in the City of Hemet, County of Riverside, State of California, identified with

FORM APPROVED COUNTY COUNSEL
BY ASHLEY RHILLON DATE 11/24/2022

NOV 29 2022 10.1

1 Assessor's Parcel Numbers 443-050-002, 443-050-003, 443-050-004, 443-050-006,
2 443-050-017, 443-050-018, 443-050-020, 443-050-021, 443-050-022, 443-050-023,
3 443-050-024, 443-050-027, 443-050-028, 443-050-029, 443-050-030, 443-050-031,
4 443-050-033, and 443-050-039, described in the Legal Description (Exhibit A)
5 attached hereto and depicted on the Site Map (Exhibit B) attached hereto
6 (collectively, the "Hemet Property");

7 **WHEREAS**, certain of the APNs included in the Hemet Property were
8 purchased by the Former RDA in 2008 with tax increment funds (APNs 443-050-002,
9 443-050-003, 443-050-004, 443-050-021, 443-050-022, 443-050-023, 443-050-024,
10 443-050-027, 443-050-028, 443-050-029, 443-and 443-050-031), and in 2011 with
11 the proceeds of tax exempt bonds (APNs 443-050-017, 443-050-018, 443-050-020,
12 443-050-030, 443-050-033, and 443-050-039). APN 443-050-006 was purchased by
13 the former Redevelopment Agency of the County of Riverside ("Former RDA") in
14 1988 from HACR. HACR succeeded to the Former RDA's ownership interest in the
15 Hemet Property in accordance with Assembly Bill x1 26, as amended by Assembly
16 Bill 1484, as chaptered and effective on June 27, 2012 (together, the "Dissolution
17 Act");

18 **WHEREAS**, pursuant to applicable provisions of the Housing Authorities Law,
19 notwithstanding any other provision of law, whenever the Board of Commissioners
20 determines that any real property owned by the HACR can be used to provide
21 housing affordable to low income families or the proceeds of a disposition of real
22 property are used directly to assist housing for very low income families, the HACR
23 may sell, exchange, convey or otherwise dispose of the real property to provide that
24 affordable housing without complying with other provisions of Title 3, Division 2, Part
25 2, Chapter 5, Article 8 of the California Government Code

26 **WHEREAS**, by adoption of Resolution No. 2022-007 on October 18, 2022, the
27 Board of Commissioners found and determined that the Hemet Property is "exempt
28 surplus land" as defined by Section 54221(f)(1) of the California the Surplus Land Act

1 (Assembly Bill ("AB") 1486 (Statutes of 2019, Chapter 664) and AB 1255 (Statutes of
2 2019, Chapter 661));

3 **WHEREAS**, the Hemet Property cannot currently be developed for affordable
4 housing purposes due to a moratorium on new water connections enacted via
5 Ordinance No. 176 of the Board of Directors of the Lake Hemet Municipal Water
6 District and adopted on August 20, 2015 ("Ord. No. 176"), and, because of the critical
7 shortage of affordable housing within the County of Riverside and the State of
8 California, HACR is in need of property that can be developed for affordable housing
9 purposes in the near future;

10 **WHEREAS**, the County is the legal owner of record of approximately 8.87
11 gross acres of unimproved real property located at 44092 Hoover Street, in the City of
12 Indio, County of Riverside, State of California, identified with Assessor's Parcel
13 Number 608-080-032-9, described in the Legal Description (Exhibit C) attached
14 hereto and depicted on the Site Map (Exhibit D) attached hereto (the "**Indio
15 Property**");

16 **WHEREAS**, the Indio Property was purchased by the County in 2008 with
17 proceeds from the Palm Desert Redevelopment Pass-through Funds. The Indio
18 Property was purchased with the intention of relocating the Department of Public
19 Social Services to the Indio Property, as well as other social services, which such
20 relocation has not occurred and the Indio Property remains unimproved;

21 **WHEREAS**, the Indio Property is zoned Community Commercial (CC) within
22 the City of Indio's general plan, which allows multi-family development that is
23 consistent with Residential High (RH) development standards, thereby permitting the
24 development of affordable multifamily housing. Further, the Indio Property is near
25 public services (such as the Employment Development Department, Public Social
26 Services and Workforce Development Center), elementary schools and other facilities
27 providing a variety of services to potential inhabitants of an affordable housing
28

1 project, which is likely to facilitate an award of tax credit financing for an affordable
2 housing project;

3 **WHEREAS**, County and HACR desire to enter into an Exchange Agreement
4 (“Exchange Agreement”), relating to, among other things, the disposition of the Hemet
5 Property by HACR to County in exchange for and in consideration of the Indio
6 Property;

7 **WHEREAS**, HACR intends to utilize the Indio Property for the development of
8 multifamily housing affordable to low income households in furtherance of HACR’s
9 affordable housing goals and to assist in addressing the unmet need for affordable
10 housing within the County of Riverside;

11 **WHEREAS**, the County intends to utilize the Hemet Property for the
12 development of a full service Behavioral Health Continuum of Care model, and
13 include residential substance use disorder treatment, crisis residential treatment,
14 mental health rehabilitation center, adult residential treatment facility, adult mental
15 health urgent care, children’s mental health urgent care, children’s crisis residential
16 treatment facility, children’s short term residential therapeutic program recovery
17 residences, transitional housing apartments, integrated outpatient clinics to include
18 behavioral health, substance use disorder, primary health care, and vocational
19 services. The vision is to enable consumers and their families to move through the
20 campus’ continuum of care from intensive oversight and treatment activities, to
21 decreased therapeutic contact enabling consumers to prepare for a self-sustained
22 recovery grounded in their own community. The target population for the center
23 includes low-income families, youth, and adults with substance abuse problems, a
24 large percentage of which are expected to be homeless;

25 **WHEREAS**, the Lake Hemet Municipal Water District Board of Directors
26 considered the County’s proposed use of the Hemet Property and directed General
27 Manager-Chief Engineer Michael A. Gow to explore alternate sources of water and
28 prepare a letter of support of the County’s project;

1 **WHEREAS**, the Lake Hemet Municipal Water District issued a statement of
2 water and sewer service availability on September 12, 2022;

3 **WHEREAS**, in connection with their respective proposed uses of the Hemet
4 Property and the Indio Property, each of the HACR and the County will be
5 responsible for compliance with all applicable laws, including without limitation, any
6 applicable land use and zoning laws, regulations and standards and any applicable
7 review in compliance with the California Environmental Quality Act, Public Resources
8 Code Section 21000, et seq. and the implementing regulations promulgated
9 thereunder as the "CEQA Guidelines" (Title 14, California Code of Regulations
10 Section 15000 et seq.) and any applicable local guidelines;

11 **WHEREAS**, the disposition of the Hemet Property to the County and the
12 acquisition of the Indio Property as set forth herein is consistent with and will advance
13 HACR's affordable housing goals and assist in addressing the unmet need for low
14 income affordable housing that will benefit the surrounding community;

15 **WHEREAS**, in accordance with California Health & Safety Code Sections
16 34312.3 and 33433, HACR published a Notice of Public Hearing notifying the public
17 of the public hearing to consider the proposed Exchange Agreement relating to the
18 conveyance of the Hemet Property by the HACR to the County in exchange for the
19 conveyance of the Indio Property by the County to the HACR and finding that the
20 Hemet Property is "exempt surplus land." Pursuant to Health & Safety Code Section
21 33433, the Housing Authority made available for public review the attached Summary
22 Report and the Exchange Agreement on the date the Notice of Public Hearing was
23 published;

24 **WHEREAS**, the Board of Commissioners has considered all the terms and
25 conditions of the proposed disposition of the Hemet Property set forth in the proposed
26 Exchange Agreement, and the information contained in the submittal to the Board of
27 Commissioners by staff and provided at the public hearing, and believes that
28 conveyance of the Hemet Property in accordance with the proposed Exchange

1 Agreement is in the best interests of the HACR and the health, safety and welfare of
2 its residents, and in accord with the public purposes and provisions of applicable
3 State and local law and requirements; and

4 **WHEREAS**, pursuant to the California Environmental Quality Act and State
5 CEQA Guidelines (“CEQA”) Section 15004(b), the Exchange Agreement does not
6 constitute a project, does not vest any development rights and will not result in any
7 physical changes to the environment in that the Exchange Agreement requires each
8 of HACR and the County, or their respective assignees, to obtain all necessary land
9 use approvals and entitlements for the proposed uses of the Hemet Property and
10 Indio Property, respectively, including compliance with CEQA, from the appropriate
11 lead agency and does not commit the lead agency to any definite course of action or
12 foreclose alternatives or mitigation measures that would ordinarily be part of CEQA.

13 **NOW THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND**
14 **ORDERED** by the Board of Commissioners of the County of Riverside, State of
15 California (“Board”), in regular session assembled on November 29, 2022, in the
16 meeting room of the Board located on the 1st floor of the County Administrative
17 Center, 4080 Lemon Street, Riverside, California, and based upon the evidence and
18 testimony presented on the matter, both written and oral, including the Administrative
19 Record as it relates to the Exchange Agreement, as follows:

- 20 1. That it has received and heard all oral and written objections (if any) to the
21 proposed Exchange Agreement for the proposed disposition of the Hemet
22 Property to the County, the proposed acquisition of the Indio Property in
23 exchange therefore, and the other matters pertaining to this transaction,
24 and that all such oral and written objections (if any) are hereby overruled.
- 25 2. The foregoing recitals are true and correct.
- 26 3. The Board of Commissioners hereby finds and determines that the
27 conveyance of the Hemet Property to County in consideration of the
28 conveyance of the Indio Property to HACR is a fair market exchange that

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will promote the elimination of blight on two unimproved properties and will provide the HACR a viable site for development of multifamily housing affordable to low income households consistent with HACR's affordable housing goals and to assist in addressing the unmet need for affordable housing within the County of Riverside.

4. The Board of Commissioners hereby finds and determines that the conveyance of the Hemet Property to the County and the acquisition of the Indio Property in exchange therefore in accordance with the Exchange Agreement is consistent with the Housing Authorities Law and Health & Safety Code Section 33433.

5. The Board of Commissioners hereby approves the conveyance of the Hemet Property to the County and the acquisition of the Indio Property.

6. The Board of Commissioners hereby finds and determines that the Exchange Agreement between HACR and the County substantially in the form attached hereto (including all attachments thereto) as Exhibit "E" and incorporated herein by this reference, is hereby approved, and authorizes the HACR Executive Director to execute the Exchange Agreement and all necessary documents in furtherance of the transactions described in the Exchange Agreement substantially conforming in form and substance to the attached Agreement, subject to approval as to form by County Counsel.

///ROLL CALL:

///
Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None

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

KECIA R. HARPER, Clerk of said Board

By: Cindy Faranda
Deputy

EXHIBIT "A"
LEGAL DESCRIPTION OF THE HACR PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY THE SURVEY OF THE PARTITION OF THE RANCHO SAN JACINTO VIEJO AND PLAT OF SAID PARTITION ON FILE IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF SAN DIEGO, CALIFORNIA;

EXCEPT THE EASTERLY 30 FEET FOR ROAD PURPOSES;

ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 AS SHOWN BY ASSESSOR'S MAP NO. 24, ON FILE IN ASSESSOR'S MAP BOOK 1, PAGE 29, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING A POINT ON THE WESTERLY LINE OF STATE STREET AS SHOWN ON SAID MAP; THENCE SOUTH 0 DEGREES 03' 10" WEST ALONG SAID WESTERLY LINE OF STATE STREET, A DISTANCE OF 352.50 FEET TO THE NORTHERLY LINE OF THE SOUTHERLY RECTANGULAR 142.5 FEET OF LOT 4 AS SHOWN ON SAID ASSESSOR'S MAP NO. 24;

THENCE WESTERLY ALONG SAID NORTHERLY LINE OF LOT 4, A DISTANCE OF 10.64 FEET;

THENCE NORTH 0 DEGREES 13' 46" WEST, A DISTANCE OF 352.50 FEET TO THE NORTHERLY LINE OF SAID LOT 2;

THENCE EASTERLY ALONG SAID NORTHERLY LINE OF LOT 2, A DISTANCE OF 12.37 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE EASTERLY 85.00 FEET OF THE SOUTHERLY 82.5 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE EASTERLY 85.00 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS SHOWN BY THE SURVEY OF THE PARTITION OF THE RANCHO SAN JACINTO VIEJO AND PUT OF SAID PARTITION ON FILE IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF SAN DIEGO, CALIFORNIA.

APN: 443-050-002-4, 443-050-027-7

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY THE SURVEY OF THE PARTITION OF THE RANCHO SAN JACINTO VIEJO AND PLAT OF SAID PARTITION ON FILE IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF SAN DIEGO, CALIFORNIA;

EXCEPT THE SOUTHERLY 142.5 FEET;

ALSO EXCEPT THE EASTERLY 30 FEET FOR ROAD PURPOSES;

ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 AS SHOWN BY ASSESSOR'S MAP NO. 24, ON FILE IN ASSESSOR'S MAP BOOK 1, PAGE 29, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA BEING A POINT ON THE WESTERLY LINE OF STATE STREET AS SHOWN ON SAID MAP; THENCE SOUTH 0 DEGREES 03' 10" WEST, ALONG SAID WESTERLY LINE OF STATE STREET, A DISTANCE OF 352.50 FEET TO THE NORTHERLY LINE OF THE SOUTHERLY RECTANGULAR 142.5 FEET OF LOT 4 AS SHOWN ON SAID ASSESSOR'S MAP NO. 24;

THENCE WESTERLY ALONG SAID NORTHERLY LINE OF LOT 4, A DISTANCE OF 10.64 FEET;

THENCE NORTH 0 DEGREES 13' 46" WEST, A DISTANCE OF 352.50 FEET TO THE NORTHERLY LINE OF LOT 2;

THENCE EASTERLY ALONG SAID NORTHERLY LINE OF LOT 2, A DISTANCE OF 12.37 FEET TO THE POINT OF BEGINNING.

APN: 443-050-003-5, 443-050-004-6

THE EAST HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN. SAID PROPERTY IS ALSO SHOWN AS LOT 6 OF ASSESSOR'S MAP NO. 24 ON FILE IN BOOK 1, PAGE 29 OF ASSESSOR'S MAPS RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE COUNTY OF RIVERSIDE BY DOCUMENT RECORDED JULY 21, 1965 AS INSTRUMENT NO. 83961 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 443-050-006

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE RANCHO SAN JACINTO VIEJO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP OF PARTITION OF SAID RANCHO MADE UNDER DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882, AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SAID COUNTY.

EXCEPT THE WEST 30.00 FEET.

APN: 443-050-017-8

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE RANCHO SAN JACINTO VIEJO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP OF PARTITION OF SAID RANCHO MADE UNDER DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882, AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SAID COUNTY.

APN: 443-050-018-9

THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE RANCHO SAN JACINTO VIEJO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP OF PARTITION OF SAID RANCHO MADE UNDER DECREE OF THE SUPERIOR COURT OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882, AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SAID COUNTY.

EXCEPT THE WEST 30.00 FEET.

APN: 443-050-020-0

THE WEST 200 FEET OF THE SOUTH 100 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN UPON THE MAP OF THE PARTITION OF RANCHO SAN JACINTO VIEJO MADE UNDER DECREE OF THE SUPERIOR COURT OF THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882.

APN: 443-050-021-1

THE WEST HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY THE SURVEY OF THE PARTITION OF THE RANCHO SAN JACINTO VIEJO AND PLAT OF SAID PARTITION ON FILE IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF SAN DIEGO, CALIFORNIA; TOGETHER WITH THE SOUTHERLY 45 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY THE SURVEY OF THE PARTITION OF THE RANCHO SAN JACINTO VIEJO AND PLAT OF SAID PARTITION ON FILE IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF SAN DIEGO, CALIFORNIA;

EXCEPT THE WESTERLY 30 FEET FOR ROAD PURPOSES;

ALSO EXCEPT THE SOUTH 100 FEET OF THE WEST 200 FEET.

APN: 443-050-022-2, 443-050-023-3

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY THE SURVEY OF THE PARTITION OF THE RANCHO SAN JACINTO VIEJO AND PLAT OF SAID PARTITION ON FILE IN THE OFFICE OF THE COUNTY OF SAN DIEGO, CALIFORNIA;

EXCEPT THE WESTERLY 30 FEET FOR ROAD PURPOSES;

ALSO EXCEPT THE SOUTHERLY 45 FEET.

APN: 443-050-024-4

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY;

EXCEPTING THEREFROM THE WESTERLY 30 FEET THEREOF INCLUDED IN PUBLIC HIGHWAY.

APN: 443-050-028-8, 443-050-029-9

THE EASTERLY 45 FEET OF THE NORTH $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF PARTITION OF RANCHO SAN JACINTO VIEJO, IN THE PARTITION DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882 AND RECORDED IN BOOK 43, PAGE 161 OF DEEDS, SAN DIEGO COUNTY RECORDS.

EXCEPTING THEREFROM THE NORTHERLY 30 FEET IN MENLO AVENUE.

SAID PROPERTY IS ALSO SHOWN AS A PORTION OF LOT 26 ON ASSESSOR'S MAP NO. 24 ON FILE IN BOOK 1, PAGE 29 OF ASSESSOR'S MAPS, RIVERSIDE COUNTY RECORDS.

APN: 443-050-030-9

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF PARTITION OF RANCHO SAN JACINTO VIEJO IN THE PARTITION DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882 AND RECORDED IN BOOK 43 PAGE 161 OF DEEDS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THE EASTERLY 45 FEET;

ALSO EXCEPTING THEREFROM THE NORTHERLY 30 FEET.

APN: 443-050-031-0

PARCEL 1: (EASTERLY 2/3RDS OF 443-050-033-2)

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE

RANCHO SAN JACINTO VIEJO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP OF PARTITION OF SAID RANCHO MADE UNDER DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882, AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SAID COUNTY.

EXCEPT THE SOUTH 30.00 FEET

ALSO EXCEPT THE WEST 181.00 FEET.

PARCEL 2: (WESTERLY $\frac{1}{3}$ RD OF 443-050-033-2)

THE EAST 55.00 FEET OF THE WEST 181.00 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN RANCHO SAN JACINTO VIEJO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP PARTITION OF SAID RANCHO, MADE UNDER DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882 AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SAID COUNTY.

EXCEPT THE SOUTH 30.00 FEET.

APN: 443-050-033-2

PARCEL 1: (SOUTH 50' OF 443-050-039-8)

THE NORTH 50.00 FEET OF THE SOUTH HALF, OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE RANCHO JACINTO VIEJO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP OF PARTITION OF SAID RANCHO MADE UNDER DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO; DATED MARCH 9, 1882, AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SAID COUNTY.

EXCEPT THE EAST 30.00 FEET.

ALSO EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED JUNE 22, 1966 AS INSTRUMENT NO. 64465 OF OFFICIAL RECORDS.

PARCEL 2: (NORTH 142' OF 443-050-039-8)

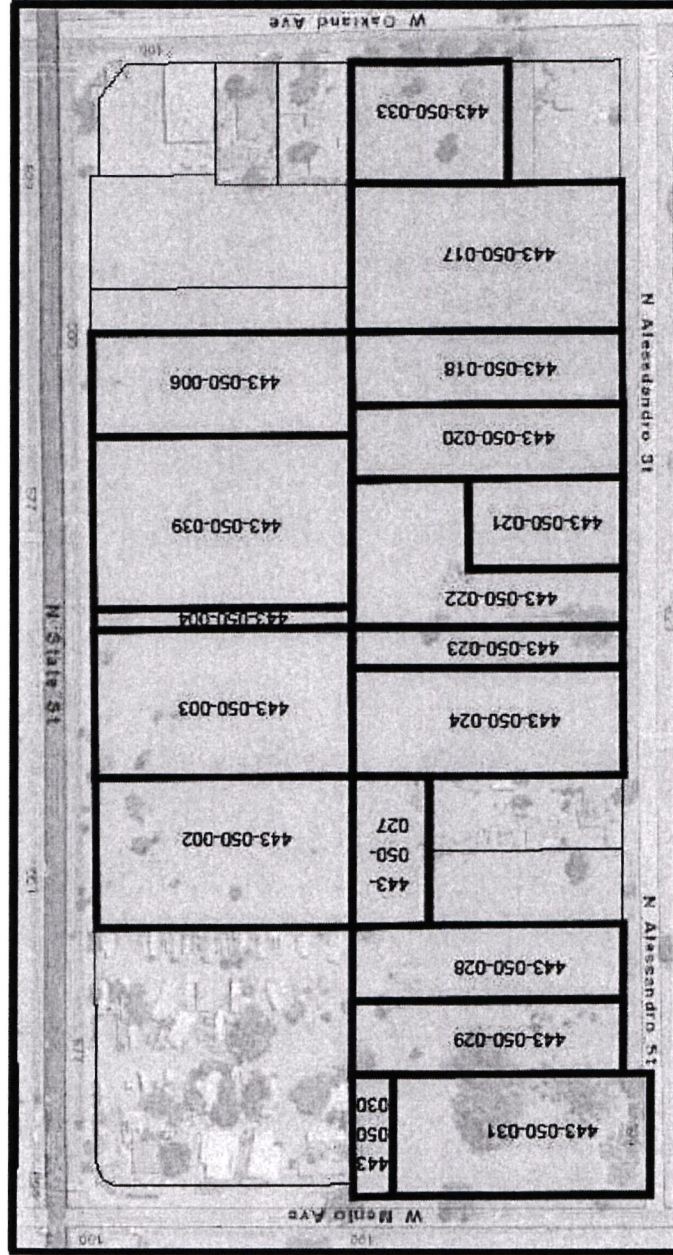
THE SOUTH 142.50 FEET OF THE EAST HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN

BERNARDINO MERIDIAN, IN THE RANCHO SAN JACINTO VIEJO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP OF PARTITION OF SAID RANCHO MADE UNDER DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882 AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SAID COUNTY.

EXCEPT THE EAST 30.00 FEET.

ALSO EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED JUNE 22, 1966 AS INSTRUMENT NO. 64465 OF OFFICIAL RECORDS.

APN: 443-050-039-8



SITE MAP

EXHIBIT "B"
PROPERTY SITE MAP

EXHIBIT "C"
LEGAL DESCRIPTION OF THE COUNTY PROPERTY

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 2 OF PARCEL MAP 14256, IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED MARCH 13, 1979 IN BOOK 62 OF PARCEL MAPS, PAGES 44 AND 45, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION GRANTED TO THE CITY OF INDIO BY DEED RECORDED FEBRUARY 26, 1988 AS INSTRUMENT NO. 50025, OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHERLY 42 FEET AS MEASURED A RIGHT ANGLES ALONG THE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 500 FEET, CENTRAL ANGLE OF 24 DEGREES 59' 36" AND LENGTH OF 218.11 FEET; AND SOUTHWESTERLY 82 FEET AS MEASURED AT RIGHT ANGLES, ALONG THE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 540 FEET, CENTRAL ANGLE OF 65 DEGREES 00' 24" AND LENGTH OF 612.67 FEET; AND ALSO WESTERLY 82 FEET, AS MEASURED AT RIGHT ANGLES, ALONG THE WESTERLY BOUNDARY LINE.

APN: 608-080-032-9

EXHIBIT "D"
EXCHANGE PROPERTY SITE MAP

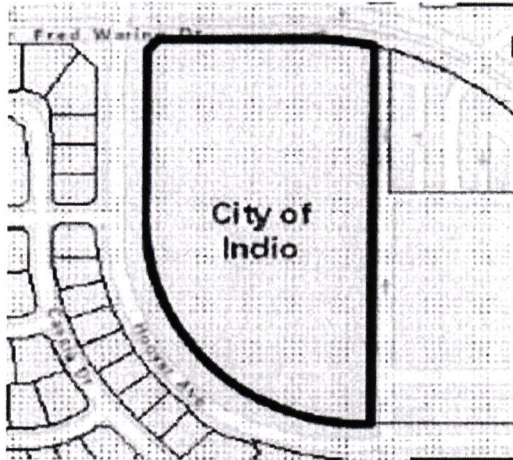


EXHIBIT "E"
EXCHANGE AGREEMENT
(ATTACHED)

EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT (this “**Agreement**”) is made and entered into as of _____, 2022, by and between the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public body corporate and politic (“**HACR**”), on the one hand, and COUNTY OF RIVERSIDE, a political subdivision of the State of California (“**County**”) on the other hand.

RECITALS

A. WHEREAS, the HACR is a housing authority duly created, established and authorized to transact business and exercise its power, under and pursuant to the provisions of the Housing Authorities Law which is Part 2 of Division 24 of the California Health and Safety Code (commencing with Section 34200 et seq, the “**Housing Authorities Law**”);

B. WHEREAS, pursuant to applicable provisions of the Housing Authorities Law, notwithstanding any other provision of laws, whenever the Board of Commissioners determines that any real property owned by the HACR can be used to provide housing affordable to low income families or the proceeds of a disposition of real property are used directly to assist housing for very low income families, the HACR may sell, exchange, convey or otherwise dispose of the real property to provide that affordable housing without complying with other provisions of Title 3, Division 2, Part 2, Chapter 5, Article 8 of the California Government Code;

C. WHEREAS, Assembly Bill x1 26 was chaptered and became effective on June 29, 2011, adding parts 1.8 and 1.85 to Division 24 of the California Health & Safety Code, which caused the dissolution of all redevelopment agencies and winding down of the affairs of former agencies;

D. WHEREAS, Assembly Bill x1 26 was amended by Assembly Bill 1484, as chaptered and effective on June 27, 2012 (together, the “**Dissolution Act**”);

E. WHEREAS, as of February 1, 2012, the Redevelopment Agency for the County of Riverside (“**Former RDA**”) was dissolved pursuant to the Dissolution Act and HACR became the successor to the housing rights and obligations of the Agency in accordance with the Dissolution Act;

F. WHEREAS, certain of the APNs included in the Hemet Property (as hereinafter defined) were purchased by the Former RDA in 2008 with tax increment funds (APNs 443-050-002, 443-050-003, 443-050-004, 443-050-021, 443-050-022, 443-050-023, 443-050-024, 443-050-027, 443-050-028, 443-050-029, and 443-050-031), and in 2011 with the proceeds of tax exempt bonds (APNs 443-050-017, 443-050-018, 443-050-020, 443-050-030, 443-050-033, and 443-050-039). APN 443-050-006 was purchased by the Former RDA in 1988 from HACR. HACR succeeded to the Former RDA’s ownership interest in the Hemet Property in accordance with the Dissolution Act;

G. WHEREAS, as a result of the foregoing, HACR is the legal owner of record of approximately 12.10 gross acres of unimproved real property located between Alessandro Street on the west, State Street on the east, Menlo Avenue on the north and Oakland Avenue on the

south, in the City of Hemet, County of Riverside, State of California, identified with Assessor's Parcel Numbers 443-050-002, 443-050-003, 443-050-004, 443-050-006, 443-050-017, 443-050-018, 443-050-020, 443-050-021, 443-050-022, 443-050-023, 443-050-024, 443-050-027, 443-050-028, 443-050-029, 443-050-030, 443-050-031, 443-050-033, and 443-050-039, described in the Legal Description attached as Exhibit 1 to the Grant Deed attached hereto as Exhibit A (collectively, the "**Hemet Property**");

H. WHEREAS, the Hemet Property cannot currently be developed for affordable housing purposes due to a moratorium on new water connections enacted via Ordinance No. 176 of the Board of Directors of the Lake Hemet Municipal Water District and adopted on August 20, 2015 ("Ord. No. 176"), and, because of the critical shortage of affordable housing within the County of Riverside and the State of California, HACR is in need of property that can be developed for affordable housing purposes in the near future;

I. WHEREAS, the County is the legal owner of record of approximately 8.87 gross acres of unimproved real property located at 44092 Hoover Street, in the City of Indio, County of Riverside, State of California, identified with Assessor's Parcel Number 608-080-032-9, described in the Legal Description attached as Exhibit 1 to the Grant Deed attached hereto as Exhibit B (collectively, the "**Indio Property**");

J. WHEREAS, the Indio Property was purchased by the County in 2008 with proceeds from the Palm Desert Redevelopment Pass-through Funds. The Indio Property was purchased with the intention of relocating the Department of Public Social Services to the Indio Property, as well as other social services, which such relocation has not occurred and the Indio Property remains unimproved;

K. WHEREAS, the Indio Property is zoned Community Commercial (CC) within the City of Indio's general plan, which allows multi-family development that is consistent with Residential High (RH) development standards, thereby permitting the development of affordable multifamily housing. Further, the Indio Property is near public services (such as the Employment Development Department, Public Social Services and Workforce Development Center), elementary schools and other facilities providing a variety of services to potential inhabitants of an affordable housing project, which is likely to facilitate an award of tax credit financing for an affordable housing project;

L. WHEREAS, the County is charged with, among other obligations, improving the health, safety and welfare of the residents of the County of Riverside;

M. WHEREAS, HACR and the County desire to provide for the transfer of the Hemet Property to the County in exchange for and in consideration of the Indio Property, and the transfer of the Indio Property to the HACR in exchange for and in consideration of the Hemet Property;

N. WHEREAS, HACR intends to utilize the Indio Property for the development of multifamily housing affordable to low income households in furtherance of HACR's affordable housing goals and to assist in addressing the unmet need for affordable housing within the County of Riverside;

O. WHEREAS, the County intends to utilize the Hemet Property for the development of a full service Behavioral Health Continuum of Care model, and include residential substance use disorder treatment, crisis residential treatment, mental health rehabilitation center, adult residential treatment facility, adult mental health urgent care, children's mental health urgent care, children's crisis residential treatment facility, children's short term residential therapeutic program, recovery residences, transitional housing apartments, integrated outpatient clinics to include behavioral health, substance use disorder, primary health care, and vocational services to enable consumers and their families to move through the campus' continuum of care from intensive oversight and treatment activities, to decreased therapeutic contact enabling consumers to prepare for a self-sustained recovery grounded in their own community. These services will improve the health, safety and welfare of the residents of the County of Riverside. The target population for the center includes low income families, youth, and adults with substance abuse problems, a large percentage of which are expected to be homeless. The Lake Hemet Municipal Water District Board of Directors considered the County's proposed use of the Hemet Property and directed General Manager-Chief Engineer Michael A. Gow to explore alternate sources of water and prepare a letter of support of the County's project. The Lake Hemet Municipal Water District issued a statement of water and sewer service availability on September 12, 2022;

P. WHEREAS, the California Surplus Lands Act (Assembly Bill (AB) 1486 (Statutes of 2019, Chapter 664) and AB 1255 (Statutes of 2019, Chapter 661)) ("SLA") requires that before a local agency, including a Housing Authority, takes any action to sell or lease its property, it must declare the property to be either "surplus land" or "exempt surplus land". Unless surplus land is exempt, the local agency must give written notice of its availability to any local public entity, including schools and park districts, within whose jurisdiction the property is located, as well as to housing sponsors that have notified the State Department of Housing and Community Development ("HCD") of their interest in surplus property.

Q. WHEREAS, pursuant to the SLA Guidelines Section 103(b)(3)(C) and California Government Code Section (f)(1)(C), "exempt surplus land" includes "[s]urplus land that a local agency is exchanging for another property necessary for the agency's use." Moreover, pursuant to SLA Guidelines Section 103(b)(3)(D) and California Government Code Section (f)(1)(D), "exempt surplus land" includes "[s]urplus land that a local agency is transferring to another local, state, or federal agency for the agency's use";

R. WHEREAS, because (i) the Hemet Property is being exchanged for the Indio Property, a property necessary for HACR's use as an affordable housing development, and (ii) the Hemet Property is being conveyed to the County for its use as a behavioral health center, HACR has determined that the Hemet Property is "exempt surplus land" under the SLA. Also, because HACR, a local agency, is transferring the Hemet Property to the County for the County's use, HACR has determined that the Hemet Property is "exempt surplus land." The SLA imposes a 30-day review period subsequent to the submission to HCD of a resolution declaring property to be "exempt surplus land." As a result, subsequent to the expiration of the HCD review period, the Hemet Property will be conveyed to the County in consideration of the recordation of a Grant Deed conveying title to the Indio Property;

S. WHEREAS, because (i) the Indio Property is being exchanged for the Hemet Property, a property necessary for the County's use as a behavioral health center benefitting the health, safety and welfare of residents of the County of Riverside, and (ii) the Indio Property is being conveyed to HACR for its use as an affordable housing development, County has determined that the Indio Property is "exempt surplus land" under the SLA. Also, because the County, a local agency, is transerring the Indio Property to HACR for HACR's use, the County has determined that the Indio Property is "exempt surplus land." The SLA imposes a 30-day review period subsequent to the submission to HCD of a resolution declaring property to be "exempt surplus land." As a result, subsequent to the expiration of the HCD review period, the Indio Property will be conveyed to the HACR in consideration of the recordation of a Grant Deed conveying title to the Hemet Property;

T. WHEREAS, consistent with and in compliance with the Housing Authorities Law, HACR desires to convey the Hemet Property to the County in exchange for and in consideration of a fee interest in the Indio Property, which is available to be developed as an affordable housing residential project in furtherance of HACR's purpose of facilitating affordable housing development within the County of Riverside;

U. WHEREAS, consistent with and in compliance with California Government Code Section 25365, the County desires to convey the Indio Property to HACR in exchange for and in consideration of a fee interest in the Hemet Property because the Hemet property is required by the County for the development of a full service Behavioral Health Continuum of Care model, to include residential substance use disorder treatment, crisis residential treatment, mental health rehabilitation center, adult residential treatment facility, adult mental health urgent care, children's mental health urgent care, children's crisis residential treatment facility, children's short term residential therapeutic program, recovery residences, transitional housing apartments, and integrated outpatient clinics to include behavioral health, substance use disorder, primary health care, and vocational services. These services will improve the health, safety and welfare of the residents of the County of Riverside;

V. WHEREAS, HACR desires to dispose of the Hemet Property subject to the terms and conditions set forth herein, and County agrees to acquire the Hemet Property subject to the terms and conditions set forth herein; and

W. WHEREAS, County desires to dispose of the Indio Property subject to the terms and conditions set forth herein, and HACR agrees to acquire the Indio Property subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Transfer of Hemet Property. HACR shall cause the Hemet Property to be transferred to the County pursuant to, and in accordance with, the terms and conditions set forth herein. Said transfer shall be by grant deed in substantially the form attached hereto as Exhibit A

and incorporated herein by reference. HACR shall transfer the Hemet Property to the County concurrently with the County's transfer of the Indio Property to HACR as set forth herein. Possession of the Hemet Property shall be delivered to the County concurrently with the recordation of the grant deed in the official records of the County Recorder of Riverside County.

2. Transfer of Indio Property. The County shall cause the Indio Property to be transferred to HACR pursuant to, and in accordance with, the terms and conditions set forth herein. Said transfer shall be by grant deed in substantially the form attached hereto as Exhibit B and incorporated herein by reference. The County shall transfer the Indio Property to HACR concurrently with HACR's transfer of the Hemet Property to the County as set forth herein. Possession of the Indio Property shall be delivered to HACR concurrently with the recordation of the grant deed in substantially the form attached hereto as **Exhibit B** in the official records of the County Recorder of Riverside County.

3. County's Anticipated Use. County intends to utilize the Hemet Property for the development of a full service behavioral health center in furtherance of County's goals of improving the health, safety and welfare of the residents of the County of Riverside ("**County's Anticipated Use**"). County's Anticipated Use will be performed in accordance with all applicable laws, including without limitation, any applicable land use and zoning laws, regulations and standards and any applicable review in compliance with the California Environmental Quality Act, Public Resources Code Section 21000, et seq. and the implementing regulations promulgated thereunder as the "CEQA Guidelines" (Title 14, California Code of Regulations Section 15000 et seq.) and any applicable local guidelines.

4. HACR's Anticipated Use. HACR intends to utilize the Indio Property for the development of multifamily housing affordable to low income households in furtherance of HACR's affordable housing goals and to assist in addressing the unmet need for affordable housing within the County of Riverside ("**HACR's Anticipated Use**"). HACR's Anticipated Use will be performed in accordance with all applicable laws, including without limitation, any applicable land use and zoning laws, regulations and standards and any applicable review in compliance with the California Environmental Quality Act, Public Resources Code Section 21000, et seq. and the implementing regulations promulgated thereunder as the "CEQA Guidelines" (Title 14, California Code of Regulations Section 15000 et seq.) and any applicable local guidelines.

5. Escrow. Within ten (10) days after this Agreement is executed by both parties, County and HACR shall open an escrow ("**Escrow**") with _____ Title Insurance Company, Attention: _____, Escrow Officer ("**Escrow Agent**"), by delivering an executed copy of this Agreement to Escrow Agent ("**Opening of Escrow**"). The closing of the Escrow ("**Close of Escrow**" or "**Closing**") shall occur in accordance with Section 9 of this Agreement. This Agreement shall constitute joint primary escrow instructions to the Escrow Agent; provided, however, that the parties shall execute such additional instructions as requested by the Escrow Agent not inconsistent with the provisions hereof. This Agreement and any such escrow instructions executed by the parties shall constitute the escrow instructions for this transaction. In the event of any inconsistency between such escrow instructions and this Agreement, this Agreement shall control the rights and obligations of the parties.

6. Property Documents. Within ten (10) days after this Agreement is executed by both parties, HACR shall deliver to County with respect to the Hemet Property and County shall deliver to HACR with respect to the Indio Property, at their own expense, copies of all documents in their possession pertaining to the properties, including without limitation, all deeds, title policies, surveys, appraisals, plans and specifications for any improvements, environmental reports, tax bills and special assessments, utility bills, copies of any citations or correspondence from or with any local, state, or federal authorities regarding the properties, copies of all lease agreements, licenses, easements, maintenance contracts, service agreements, and other contracts of any nature that pertain to, cover, or affect all or any portion of the properties by their terms may continue beyond the Closing, and copies of all permits and any applications therefor (collectively, the "Property Documents").

7. Physical Condition of Properties. County and HACR shall have thirty (30) days after the Opening of Escrow to conduct due diligence on their respective properties (the "**Due Diligence Period**"). If based on its review of the Property Documents or other site investigation (i) County reasonably determines that the Hemet Property is not suitable for County's Anticipated Use, it shall have the right to terminate the exchange and cancel the Escrow within the Due Diligence Period, and (ii) HACR determines that the Indio Property is not physically suitable for HACR's Anticipated Use, it shall have the right to terminate the exchange and cancel Escrow within the Due Diligence Period. In the event that Escrow shall be terminated in accordance with the foregoing, (i) HACR and County shall each pay one-half of Escrow expenses incurred to date of termination; and (ii) neither party shall have any right against the other arising out of such termination. In the event the Close of Escrow occurs prior to the expiration of the Due Diligence Period, each of HACR and County shall be deemed to have waived the remainder of the Due Diligence Period.

8. Condition of Title; Title Insurance. Title to the Indio Property and Hemet Property shall be conveyed free and clear of all monetary liens and encumbrances with non-delinquent taxes and assessments prorated at the Closing and subject to all existing easements, covenants, restrictions, and other non-monetary encumbrances of record as of the date of this Agreement. Within ten (10) days after this Agreement is executed by both parties, County and HACR shall cause _____ Title Insurance Company ("**Title Insurer**") to deliver a preliminary title report for each of the Indio Property and the Hemet Property ("**Title Reports**"), together with copies of any exceptions referred to in Schedule B of the Title Reports. Each party shall promptly review the exceptions, legal descriptions and other matters contained in the Title Report. Each of HACR and County shall have the right to terminate the exchange and cancel the Escrow if it reasonably determines that the condition of title to the Indio Property or the Hemet Property, respectively, renders it unsuitable for its intended use. The Title Insurer shall issue to each of the HACR and the County a standard form CLTA owner's policy of title insurance.

9. Conditions Precedent to Exchange. The Close of Escrow for the exchange of title to the Indio Property for title to the Hemet Property under this Agreement shall be subject to, and occur upon, the satisfaction of the conditions precedent set forth in this Section 9 (unless waived in writing by the party to whom the benefit of the condition runs; unless otherwise noted, each condition shall run to the benefit of both parties). All conditions precedent shall be deemed satisfied or waived upon Closing.

i. Delivery of Closing Documents. Execution, delivery to Escrow and acknowledgement as appropriate by County and HACR of this Agreement, two (2) Grant Deeds substantially in the forms attached hereto, the Release (as defined below), and other necessary closing documents as may be reasonably required by HACR, County or Escrow Agent.

ii. SLA Compliance. In accordance with the applicable provisions of the SLA, the Board of Supervisors (“BOS”), on behalf of the County, and the BOS acting as the Board of Commissioners of HACR (“BOC”), on behalf of HACR, shall have each prepared a resolution, to be adopted by each of the BOS and BOC, respectively, at a regularly scheduled or special meeting, finding each of the Indio Property and the Hemet Property, respectively, to be “exempt surplus land” in accordance with the SLA. Each of the BOS and BOC draft resolutions shall have been submitted to HCD, and HCD shall have approved, or not objected to after the required 30 day review period, the resolutions finding each of the Indio Property and the Hemet Property, respectively, to be exempt surplus land.

iii. Other Approvals. Each of the BOS and BOC shall have approved the disposition of each of the Indio Property and the Hemet Property, respectively, and this Agreement, and taken such other actions as may be necessary to effect the transactions contemplated hereby in accordance with applicable law.

iv. Issuance of Title Policies. Title Insurer shall be irrevocably committed to issue a CLTA Standard Title Policy to each of County and HACR for their respective replacement properties at the Close of Escrow.

v. Recordation with the County Recorder. The Grant Deeds and any other recordable closing documents as may be reasonably required by HACR, County or Escrow Agent shall have been recorded in the official records of the County Recorder of Riverside County.

vi. No Material Change. No material change in the status of the use, title, occupancy or physical condition of the Indio Property and the Hemet Property shall have occurred prior to Close of Escrow.

10. As-Is Transfer. The Indio Property and Hemet Property are being exchanged “as is, where is, and with all faults,” with no other warranty, express or implied by the respective grantors, regarding the presence of Hazardous Materials or Hazardous Substances, compliance with Environmental Laws, or the condition of the soil, geology, the presence of known or unknown seismic faults, or the suitability of the respective properties for any particular development or use by the grantee, and neither the County or HACR, as grantor, shall have any liability or obligation after the closing of the transfer with respect thereto, and each of the County and HACR shall execute the release of the grantor prior to Closing in substantially the form set forth in Exhibit C (“Release”) and incorporated herein by reference.

For purposes hereof, “**Environmental Laws**” means any and all present and future federal, state and local laws (whether under common law, statute, ordinance, rule, regulation or otherwise), court or administrative orders or decrees, requirements of permits issued with respect thereto, and other requirements of governmental authorities relating to the environment or to any

Hazardous Substance or Hazardous Substance Activity (including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601, et seq.), as heretofore or hereafter amended from time to time (“CERCLA”), and the applicable provisions of the Health & Safety Code and the Water Code, and any and all successor statutes and regulations, orders, decrees, guidelines, or pronouncements promulgated thereunder).

For purposes hereof, “**Hazardous Materials**” or “**Hazardous Substances**” shall include, but not be limited to, oil, flammable explosives, asbestos, urea formaldehyde insulation, radioactive materials, hazardous wastes, toxic or contaminated substances or similar materials, including, without limitation, any substances defined as “extremely hazardous substances,” “hazardous substances,” “hazardous materials,” “hazardous waste” or “toxic substances” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, including the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq. (“CERCLA”); the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801, et seq.; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §§ 6901, et seq.; the Toxic Substances Control Act, as amended, 15 U.S.C. §§ 2601 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq.; the Occupational Safety and Health Act, as amended, 29 U.S.C. §§ 651; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Mine Safety and Health Act of 1977, as amended, 30 U.S.C. §§ 801 et seq.; the Safe Drinking Water Act, as amended, 42 U.S.C. §§ 300f et seq.; and those substances defined as “hazardous waste” in § 25117 of the California Health and Safety Code, as “infectious waste” in § 25117.5 of the California Health and Safety Code, or as “hazardous substances” in § 25316 of the California Health and Safety Code, or “hazardous materials” as defined in § 353 of the California Vehicle Code; waste that exhibits the characteristics set forth in § 25141 (b) of the California Health and Safety Code; and in the regulations adopted and orders and publications promulgated pursuant to said laws.

11. Miscellaneous.

(a) Successors and Assigns. All the terms and conditions of this Agreement are hereby made binding upon the executors, heirs, administrators, successors and permitted assigns of both parties hereto.

(b) Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

(c) Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.

(d) Construction. No provision of this Agreement shall be construed by any Court or other judicial authority against any party hereto by reason of such party’s being deemed to have drafted or structured such provisions.

(e) Entire Agreement. This Agreement and any exhibits expressly incorporated herein constitute the entire contract between the parties, and there are no other oral or written promises, conditions, representations, understandings or terms of any kind as conditions or inducements to the execution hereof and none have been relied upon by either party.

(f) Time of Essence. Time is of the essence in this transaction.

(g) Counterparts. This Agreement may be executed in any number of identical counterparts, any or all of which may contain the signatures of fewer than all of the parties but all of which shall be taken together as a single instrument. The unconditional delivery by any party of an electronic image of a signed counterpart of this Agreement shall be sufficient to constitute such party's execution and delivery of this Agreement, provided that such party shall nevertheless provide at least one originally executed counterpart of this Agreement to the other party as promptly as practicable.

(h) Governing Law; Venue. This Agreement shall be construed, and the rights and obligations of the parties hereunder shall be determined in accordance with the laws of the State of California and shall be filed in the court having appropriate jurisdiction located in Riverside County, California, and each of the parties hereto consent to such venue.

(i) Further Assurances. The parties hereto agree to execute and deliver such further documents and take such additional actions as may be reasonably contemplated to carry out the purpose and intent of this Agreement.

(j) Recitals and Exhibits. The Recitals above and Exhibits attached hereto are hereby incorporated herein by this reference for all purposes.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, COUNTY and HACR have executed this Exchange Agreement as of the dates written below.

“COUNTY”

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

By: _____
Rose Salgado, Director of Facilities Management

Date: _____

APPROVED AS TO FORM
MINH C. TRAN
COUNTY COUNSEL

By: _____
Wesley W. Stanfield
Deputy County Counsel

“HACR”

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

By: _____
Heidi Marshall, Executive Director

Date: _____, 2022

APPROVED AS TO FORM
MINH C. TRAN
COUNTY COUNSEL

By: _____
Amrit P. Dhillon
Deputy County Counsel

EXHIBIT A
FORM OF GRANT DEED
(HEMET PROPERTY)

RECORDING REQUESTED BY
AND WHEN RECORDED
RETURN TO:

County of Riverside
555 Arlington Avenue
Riverside, CA 92504
Attn: Deputy Director

Space Above This Line for Recorder's Use Only

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public body corporate and politic ("Grantor"), hereby grants to the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Grantee") that certain real property located in the City of Hemet, County of Riverside, State of California more particularly described in Exhibit 1 attached hereto and incorporated herein by reference (collectively, the "Hemet Property"), subject to real property taxes and assessments for the current tax year, if any, and all easements, covenants, encumbrances and restrictions of record.

1. It is understood and agreed that the property conveyed by this Grant Deed includes all improvements to the Hemet Property which are, either generally or for purposes of acquisition by Grantee, a part of the Hemet Property.

2. Grantee covenants and agrees that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Hemet Property nor shall the Grantee establish or permit any such practice or practices of discrimination or segregation with reference to the location, subtenants, or vendees of the Hemet Property or in connection with the employment of persons for the construction, operation and management of the Hemet Property.

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph.

All deeds, rental agreements, leases, or contracts made or entered into by the Grantee as to the Hemet Property or any portion thereof shall contain and be subject to the following nondiscrimination and no segregation clauses:

a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph.

b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph.

c. In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in connection with the performance of this contract nor shall the contracting party himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, contractors, subcontractors or vendees with respect to the premises."

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph.

The covenants established herein shall, without regard to technical classification and designation, be binding on Grantee and any successors in interest to the Hemet Property, or any part thereof, for the benefit and in favor of Grantor and its successors and assigns. The covenants against discrimination shall run with the land and remain in effect in perpetuity.

4. All conditions, covenants, and restrictions contained in this Grant Deed shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by Grantor, its successors and assigns, against Grantee, its successors and assigns, to or of the Hemet Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Hemet Property or portion thereof.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the date written below.

“GRANTOR”:

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

By: _____
Heidi Marshall, Executive Director

Date: _____, 2022

APPROVED AS TO FORM

COUNTY COUNSEL

By: _____
Amrit P. Dhillon
Deputy County Counsel

ACCEPTANCE

The undersigned Grantee hereby accepts conveyance of the property described in this Grant Deed subject of the covenants, conditions and restrictions hereinabove set forth.

“GRANTEE”:

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

By: _____
Rose Salgado, Director of Facilities Management

Date: _____

APPROVED AS TO FORM

COUNTY COUNSEL

By: _____
Wesley W. Stanfield
Deputy County Counsel

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT 1
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY THE SURVEY OF THE PARTITION OF THE RANCHO SAN JACINTO VIEJO AND PLAT OF SAID PARTITION ON FILE IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF SAN DIEGO, CALIFORNIA;

EXCEPT THE EASTERLY 30 FEET FOR ROAD PURPOSES;

ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 AS SHOWN BY ASSESSOR'S MAP NO. 24, ON FILE IN ASSESSOR'S MAP BOOK 1, PAGE 29, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING A POINT ON THE WESTERLY LINE OF STATE STREET AS SHOWN ON SAID MAP; THENCE SOUTH 0 DEGREES 03' 10" WEST ALONG SAID WESTERLY LINE OF STATE STREET, A DISTANCE OF 352.50 FEET TO THE NORTHERLY LINE OF THE SOUTHERLY RECTANGULAR 142.5 FEET OF LOT 4 AS SHOWN ON SAID ASSESSOR'S MAP NO. 24;

THENCE WESTERLY ALONG SAID NORTHERLY LINE OF LOT 4, A DISTANCE OF 10.64 FEET;

THENCE NORTH 0 DEGREES 13' 46" WEST, A DISTANCE OF 352.50 FEET TO THE NORTHERLY LINE OF SAID LOT 2;

THENCE EASTERLY ALONG SAID NORTHERLY LINE OF LOT 2, A DISTANCE OF 12.37 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE EASTERLY 85.00 FEET OF THE SOUTHERLY 82.5 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE EASTERLY 85.00 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS SHOWN BY THE SURVEY OF THE PARTITION OF THE RANCHO SAN JACINTO VIEJO AND PUT OF SAID PARTITION ON FILE IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF SAN DIEGO, CALIFORNIA.

APN: 443-050-002-4, 443-050-027-7

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY THE SURVEY OF THE PARTITION OF THE RANCHO SAN JACINTO VIEJO AND PLAT OF SAID PARTITION ON FILE IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF SAN DIEGO, CALIFORNIA;

EXCEPT THE SOUTHERLY 142.5 FEET;

ALSO EXCEPT THE EASTERLY 30 FEET FOR ROAD PURPOSES;

ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 AS SHOWN BY ASSESSOR'S MAP NO. 24, ON FILE IN ASSESSOR'S MAP BOOK 1, PAGE 29, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA BEING A POINT ON THE WESTERLY LINE OF STATE STREET AS SHOWN ON SAID MAP; THENCE SOUTH 0 DEGREES 03' 10" WEST, ALONG SAID WESTERLY LINE OF STATE STREET, A DISTANCE OF 352.50 FEET TO THE NORTHERLY LINE OF THE SOUTHERLY RECTANGULAR 142.5 FEET OF LOT 4 AS SHOWN ON SAID ASSESSOR'S MAP NO. 24;

THENCE WESTERLY ALONG SAID NORTHERLY LINE OF LOT 4, A DISTANCE OF 10.64 FEET;

THENCE NORTH 0 DEGREES 13' 46" WEST, A DISTANCE OF 352.50 FEET TO THE NORTHERLY LINE OF LOT 2;

THENCE EASTERLY ALONG SAID NORTHERLY LINE OF LOT 2, A DISTANCE OF 12.37 FEET TO THE POINT OF BEGINNING.

APN: 443-050-003-5, 443-050-004-6

THE EAST HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN. SAID PROPERTY IS ALSO SHOWN AS LOT 6 OF ASSESSOR'S MAP NO. 24 ON FILE IN BOOK 1, PAGE 29 OF ASSESSOR'S MAPS RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE COUNTY OF RIVERSIDE BY DOCUMENT RECORDED JULY 21, 1965 AS INSTRUMENT NO. 83961 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 443-050-006

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE RANCHO SAN JACINTO VIEJO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP OF PARTITION OF SAID RANCHO MADE UNDER DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882, AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SAID COUNTY.

EXCEPT THE WEST 30.00 FEET.

APN: 443-050-017-8

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE RANCHO SAN JACINTO VIEJO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP OF PARTITION OF SAID RANCHO MADE UNDER DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882, AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SAID COUNTY.

APN: 443-050-018-9

THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE RANCHO SAN JACINTO VIEJO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP OF PARTITION OF SAID RANCHO MADE UNDER DECREE OF THE SUPERIOR COURT OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882, AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SAID COUNTY.

EXCEPT THE WEST 30.00 FEET.

APN: 443-050-020-0

THE WEST 200 FEET OF THE SOUTH 100 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN UPON THE MAP OF THE PARTITION OF RANCHO SAN JACINTO VIEJO MADE UNDER DECREE OF THE SUPERIOR COURT OF THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882.

APN: 443-050-021-1

THE WEST HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY THE SURVEY OF THE PARTITION OF THE RANCHO SAN JACINTO VIEJO AND PLAT OF SAID PARTITION ON FILE IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF SAN DIEGO, CALIFORNIA; TOGETHER WITH THE SOUTHERLY 45 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY THE SURVEY OF THE PARTITION OF THE RANCHO SAN JACINTO VIEJO AND PLAT OF SAID PARTITION ON FILE IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF SAN DIEGO, CALIFORNIA;

EXCEPT THE WESTERLY 30 FEET FOR ROAD PURPOSES;

ALSO EXCEPT THE SOUTH 100 FEET OF THE WEST 200 FEET.

APN: 443-050-022-2, 443-050-023-3

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY THE SURVEY OF THE PARTITION OF THE RANCHO SAN JACINTO VIEJO AND PLAT OF SAID PARTITION ON FILE IN THE OFFICE OF THE COUNTY OF SAN DIEGO, CALIFORNIA;

EXCEPT THE WESTERLY 30 FEET FOR ROAD PURPOSES;

ALSO EXCEPT THE SOUTHERLY 45 FEET.

APN: 443-050-024-4

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY;

EXCEPTING THEREFROM THE WESTERLY 30 FEET THEREOF INCLUDED IN PUBLIC HIGHWAY.

APN: 443-050-028-8, 443-050-029-9

THE EASTERLY 45 FEET OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF PARTITION OF RANCHO SAN JACINTO VIEJO, IN THE PARTITION DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882 AND RECORDED IN BOOK 43, PAGE 161 OF DEEDS, SAN DIEGO COUNTY RECORDS.

EXCEPTING THEREFROM THE NORTHERLY 30 FEET IN MENLO AVENUE.

SAID PROPERTY IS ALSO SHOWN AS A PORTION OF LOT 26 ON ASSESSOR'S MAP NO. 24 ON FILE IN BOOK 1, PAGE 29 OF ASSESSOR'S MAPS, RIVERSIDE COUNTY RECORDS.

APN: 443-050-030-9

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF PARTITION OF RANCHO SAN JACINTO VIEJO IN THE PARTITION DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882 AND RECORDED IN BOOK 43 PAGE 161 OF DEEDS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THE EASTERLY 45 FEET;

ALSO EXCEPTING THEREFROM THE NORTHERLY 30 FEET.

APN: 443-050-031-0

PARCEL 1: (EASTERLY 2/3RDS OF 443-050-033-2)

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE RANCHO SAN JACINTO VIEJO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP OF PARTITION OF SAID RANCHO MADE UNDER DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882, AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SAID COUNTY.

EXCEPT THE SOUTH 30.00 FEET

ALSO EXCEPT THE WEST 181.00 FEET.

PARCEL 2: (WESTERLY 1/3RD OF 443-050-033-2)

THE EAST 55.00 FEET OF THE WEST 181.00 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN RANCHO SAN JACINTO VIEJO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP PARTITION OF SAID RANCHO, MADE UNDER DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882 AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SAID COUNTY.

EXCEPT THE SOUTH 30.00 FEET.

APN: 443-050-033-2

PARCEL 1: (SOUTH 50' OF 443-050-039-8)

THE NORTH 50.00 FEET OF THE SOUTH HALF, OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE RANCHO JACINTO VIEJO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP OF PARTITION OF SAID RANCHO MADE UNDER DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO; DATED MARCH 9, 1882, AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SAID COUNTY.

EXCEPT THE EAST 30.00 FEET.

ALSO EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED JUNE 22, 1966 AS INSTRUMENT NO. 64465 OF OFFICIAL RECORDS.

PARCEL 2: (NORTH 142' OF 443-050-039-8)

THE SOUTH 142.50 FEET OF THE EAST HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE RANCHO SAN JACINTO VIEJO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP OF PARTITION OF SAID RANCHO MADE UNDER DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882 AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SAID COUNTY.

EXCEPT THE EAST 30.00 FEET.

ALSO EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED JUNE 22, 1966 AS INSTRUMENT NO. 64465 OF OFFICIAL RECORDS.

APN: 443-050-039-8

EXHIBIT B
FORM OF GRANT DEED
(INDIO PROPERTY)

RECORDING REQUESTED BY
AND WHEN RECORDED
RETURN TO:

Housing Authority of the County of
Riverside
555 Arlington Avenue
Riverside, CA 92504
Attn: Deputy Director

Space Above This Line for Recorder's Use Only
(Exempt from recording fee per Gov. Code § 27383)

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereby grants to the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public body corporate and politic, that certain real property located in the City of Indio, County of Riverside, State of California more particularly described in Exhibit 1 attached hereto and incorporated herein by reference, subject to real property taxes and assessments for the current tax year, if any, and all easements, covenants, encumbrances and restrictions of record.

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

By: _____
Rose Salgado, Director of Facilities Management

Date: _____

APPROVED AS TO FORM

COUNTY COUNSEL

By: _____
Wesley W. Stanfield
Deputy County Counsel

ACCEPTANCE

The undersigned hereby accepts conveyance of the property described in this Grant Deed subject to the covenants, conditions and restrictions of record as of the date hereof.

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

By: _____
Heidi Marshall, Executive Director

Date: _____, 2022

APPROVED AS TO FORM

COUNTY COUNSEL

By: _____
Amrit P. Dhillon
Deputy County Counsel

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____) SS.

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

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT 1

Legal Description

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 2 OF PARCEL MAP 14256, IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED MARCH 13, 1979 IN BOOK 62 OF PARCEL MAPS, PAGES 44 AND 45, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION GRANTED TO THE CITY OF INDIO BY DEED RECORDED FEBRUARY 26, 1988 AS INSTRUMENT NO. 50025, OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHERLY 42 FEET AS MEASURED AT RIGHT ANGLES ALONG THE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 500 FEET, CENTRAL ANGLE OF 24 DEGREES 59' 36" AND LENGTH OF 218.11 FEET;
AND SOUTHWESTERLY 82 FEET AS MEASURED AT RIGHT ANGLES, ALONG THE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 540 FEET, CENTRAL ANGLE OF 65 DEGREES 00' 24" AND LENGTH OF 612.67 FEET; AND ALSO WESTERLY 82 FEET, AS MEASURED AT RIGHT ANGLES, ALONG THE WESTERLY BOUNDARY LINE.

APN: 608-080-032-9

EXHIBIT C
FORM OF RELEASE

LIMITED RELEASE

THIS LIMITED RELEASE (this “**Release**”) is made and entered into effective as of _____, 2022, by and between the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public body corporate and politic (“**HACR**”), on the one hand, and the COUNTY OF RIVERSIDE, a political subdivision of the State of California (“**County**”), on the other hand.

1. **HACR Release of County.**

(a) The physical condition of the Indio Property is being transferred “AS IS, WHERE IS, AND WITH ALL FAULTS,” with no other warranty express or implied by the County regarding the presence of Hazardous Materials or Hazardous Substances, compliance with Environmental Laws, or the condition of the soil, geology, the presence of known or unknown seismic faults, or the suitability of the Indio Property for any particular development or use by HACR. Accordingly, the County shall have no liability or obligation after the recordation of the grant deed for the Indio Property.

(b) Except to the extent the County has breached any of its covenants, representations, or warranties set forth in the Exchange Agreement between the parties dated as of _____, 2022 (“**Exchange Agreement**”), and except as provided hereinbelow, HACR hereby waives, releases, and discharges forever the County, and its and their respective officers, employees, tenants, licensees, occupants, contractors, consultants, volunteers, agents, and representatives (the “**County Releasees**”), from all present and future claims, demands, suits, legal and administrative proceedings, and liabilities for damages, losses, costs, fees, and expenses, present and future, arising out of or in any way connected with the physical or environmental condition of the Indio Property, any Hazardous Materials or Hazardous Substances on, under, or about the Indio Property, or the existence of Hazardous Materials or Hazardous Substances contamination due to the generation of Hazardous Materials or Hazardous Substances from the Indio Property, howsoever they came to be placed there, except that arising out of the active negligence or willful misconduct of any of such County Releasees. Notwithstanding the foregoing, however, this release shall not apply to any claim for indemnity or contribution that HACR may have against any of the County Releasees in the event a lawsuit, administrative proceeding, arbitration, or other similar action is brought against HACR with respect to the acquisition of the Indio Property by HACR by any of the County Releasees or any third party.

(c) HACR is aware of and familiar with the provisions of Section 1542 of the California Civil Code, which provides as follows:

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

To the extent applicable to the transfer of the Indio Property by the County, HACR hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code:

HACR's Initials

County's Initials

2. **County Release of HACR.**

(d) The physical condition of the Hemet Property is being transferred "AS IS, WHERE IS, AND WITH ALL FAULTS," with no other warranty express or implied by HACR regarding the presence of Hazardous Materials or Hazardous Substances, compliance with Environmental Laws, or the condition of the soil, geology, the presence of known or unknown seismic faults, or the suitability of the Hemet Property for any particular development or use by the County. Accordingly, HACR shall have no liability or obligation after the recordation of the grant deed for the Hemet Property.

(e) Except to the extent HACR has breached any of its covenants, representations, or warranties set forth in the Exchange Agreement and except as provided hereinbelow, the County hereby waives, releases, and discharges forever HACR, and its and their respective officers, employees, tenants, licensees, occupants, contractors, consultants, volunteers, agents, and representatives (the "**HACR Releasees**"), from all present and future claims, demands, suits, legal and administrative proceedings, and liabilities for damages, losses, costs, fees, and expenses, present and future, arising out of or in any way connected with the physical or environmental condition of the Hemet Property, any Hazardous Materials or Hazardous Substances on, under, or about the Hemet Property, or the existence of Hazardous Materials or Hazardous Substances contamination due to the generation of Hazardous Materials or Hazardous Substances from the Hemet Property, howsoever they came to be placed there, except that arising out of the active negligence or willful misconduct of any of such HACR Releasees. Notwithstanding the foregoing, however, this release shall not apply to any claim for indemnity or contribution that the County may have against any of the HACR Releasees in the event a lawsuit, administrative proceeding, arbitration, or other similar action is brought against the County with respect to the acquisition of the Hemet Property by County by any of the HACR Releasees or any third party.

(f) The County is aware of and familiar with the provisions of Section 1542 of the California Civil Code, which provides as follows:

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

To the extent applicable to the transfer of the Hemet Property by HACR, the County hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code:

HACR's Initials

County's Initials

IN WITNESS WHEREOF, the parties hereto have executed this Limited Release as of the date specified above.

"COUNTY"

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

By: _____
Rose Salgado, Director of Facilities Management

Date: _____

APPROVED AS TO FORM

COUNTY COUNSEL

By: _____
Wesley W. Stanfield
Deputy County Counsel

"HACR"

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

By: _____
Heidi Marshall, Executive Director

Date: _____, 2022

APPROVED AS TO FORM

COUNTY COUNSEL

By: _____
Amrit P. Dhillon
Deputy County Counsel

1 BOARD OF COMMISSIONERS

HOUSING AUTHORITY OF THE
2 COUNTY OF RIVERSIDE

3 RESOLUTION NUMBER 2022-007

4 A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING
5 AUTHORITY OF THE COUNTY OF RIVERSIDE FINDING THAT CERTAIN REAL
6 PROPERTY LOCATED IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE
7 OF CALIFORNIA, IDENTIFIED AS APNS 443-050-002, 443-050-003, 443-050-004,
8 443-050-006, 443-050-017, 443-050-018, 443-050-020, 443-050-021, 443-050-022,
9 443-050-023, 443-050-024, 443-050-027, 443-050-028, 443-050-029, 443-050-030,
10 443-050-031, 443-050-033, AND 443-050-039 IS "EXEMPT SURPLUS" LAND
11 UNDER THE CALIFORNIA SURPLUS LANDS ACT

12 WHEREAS, the California Surplus Lands Act (Assembly Bill (AB) 1486 (Statutes
13 of 2019, Chapter 664) and AB 1255 (Statutes of 2019, Chapter 661) ("SLA") requires
14 that before a local agency, including a Housing Authority, takes any action to sell or
15 lease surplus property, it must declare the property to be either "surplus land" or
16 "exempt surplus land";

17 WHEREAS, "surplus land" means land owned in fee simple by any local agency
18 for which the local agency's governing body takes formal action in a regular meeting
19 declaring that such land is surplus and is not necessary for the agency's use;

20 WHEREAS, unless the surplus land is exempt, the agency must give written
21 notice of its availability to any local public entity, including schools and park districts,
22 within whose jurisdiction the property is located, as well as to housing sponsors that
23 have notified the State Department of Housing and Community Development ("HCD")
24 of their interest in surplus properties and imposes a mandatory negotiation process
25 giving first priority to affordable housing development;

26 WHEREAS, the SLA exempts certain properties, "exempt surplus lands," from
27 the mandatory notification and negotiation procedures, including, without limitation, (i)
28

FORM APPROVED COUNTY COUNSEL
BY AMRIT P. DHILLON 11/11/2022 DATE

NOV 29 2022 10.1

1 certain properties conveyed for affordable housing development, (ii) property that is
2 less than 5,000 square feet and sold to a contiguous land owner; (iii) property
3 exchanged for another property necessary for the agency's use, (iv) property
4 transferred to another local agency for the agency's use, and (v) property that is subject
5 to a valid legal restriction not imposed by the local agency that would prohibit housing
6 (non- residential zoning is not a valid legal restriction);

7 **WHEREAS**, the Housing Authority of the County of Riverside, a public body
8 corporate and politic ("HACR" or "Housing Authority"), is a housing authority duly
9 created, established and authorized to transact business and exercise its power, under
10 and pursuant to the provisions of the Housing Authorities Law which is Part 2 of Division
11 24 of the California Health and Safety Code (commencing with Section 34200 et seq,
12 the "Housing Authorities Law");

13 **WHEREAS**, pursuant to applicable provisions of the Housing Authorities Law,
14 notwithstanding any other provision of laws, whenever the Board of Commissioners
15 determines that any real property owned by the HACR can be used to provide housing
16 affordable to low income families or the proceeds of a disposition of real property are
17 used directly to assist housing for very low income families, the HACR may sell,
18 exchange, convey or otherwise dispose of the real property to provide that affordable
19 housing without complying with other provisions of Title 3, Division 2, Part 2, Chapter
20 5, Article 8 of the California Government Code;

21 **WHEREAS**, HACR is the legal owner of record of approximately 12.10 gross
22 acres of unimproved real property located between Alessandro Street on the west,
23 State Street on the east, Menlo Avenue on the north and Oakland Avenue on the south,
24 in the City of Hemet, County of Riverside, State of California, identified with Assessor's
25 Parcel Numbers 443-050-002, 443-050-003, 443-050-004, 443-050-006, 443-050-017,
26 443-050-018, 443-050-020, 443-050-021, 443-050-022, 443-050-023, 443-050-024,
27 443-050-027, 443-050-028, 443-050-029, 443-050-030, 443-050-031, 443-050-033,
28 and 443-050-039, described in the Legal Description (Exhibit A) attached hereto and

1 depicted on the Site Map (Exhibit B) attached hereto (collectively, the “Hemet
2 Property”);

3 **WHEREAS**, certain of the APNs included in the Hemet Property were purchased
4 by the former Redevelopment Agency of the County of Riverside (Former RDA) in 2008
5 with tax increment funds (APNs 443-050-002, 443-050-003, 443-050-004, 443-050-
6 021, 443-050-022, 443-050-023, 443-050-024, 443-050-027, 443-050-028, 443-050-
7 029, 443-and 443-050-031), and in 2011 with the proceeds of tax exempt bonds (APNs
8 443-050-017, 443-050-018, 443-050-020, 443-050-030, 443-050-033, and 443-050-
9 039). APN 443-050-006 was purchased by the Former RDA in 1988 from HACR. The
10 Former RDA was dissolved in 2011 in accordance with applicable law. HACR is the
11 housing successor to the Former RDA;

12 **WHEREAS**, the Hemet Property cannot currently be developed for affordable
13 housing purposes due to a moratorium on new water connections enacted via
14 Ordinance No. 176 of the Board of Directors of the Lake Hemet Municipal Water District
15 and adopted on August 20, 2015 (“Ord. No. 176”), and, because of the critical shortage
16 of affordable housing within the County of Riverside and the State of California, HACR
17 is in need of property that can be developed for affordable housing purposes in the
18 near future;

19 **WHEREAS**, the County of Riverside (“County”) is the legal owner of record of
20 approximately 8.87 gross acres of unimproved real property located at 44092 Hoover
21 Street, in the City of Indio, County of Riverside, State of California, identified with
22 Assessor’s Parcel Number 608-080-032-9, described in the Legal Description (Exhibit
23 C) attached hereto and depicted on the Site Map (Exhibit D) attached hereto
24 (collectively, the “Indio Property”);

25 **WHEREAS**, the Indio Property was purchased by the County in 2008 with
26 proceeds from the Palm Desert Redevelopment Pass-through Funds. The Indio
27 Property was purchased with the intention of relocating the Department of Public Social
28

1 Services to the Indio Property , as well as other social services, which such relocation
2 has not occurred and the Indio Property remains unimproved;

3 **WHEREAS**, the Indio Property is zoned Community Commercial (CC) within the
4 City of Indio's general plan, which allows multi-family development that is consistent
5 with Residential High (RH) development standards, thereby permitting the
6 development of affordable multifamily housing. Further, the Indio Property is near
7 public services (such as the Employment Development Department, Public Social
8 Services and Workforce Development Center), elementary schools and other facilities
9 providing a variety of services to potential inhabitants of an affordable housing project,
10 which is likely to facilitate an award of tax credit financing for an affordable housing
11 project;

12 **WHEREAS**, HACR and the County desire to enter into an Exchange Agreement
13 providing for, among other things, the transfer of the Hemet Property to the County in
14 exchange for and in consideration of the Indio Property ;

15 **WHEREAS**, HACR desires to utilize the Indio Property for the development of
16 multifamily housing affordable to low income households;

17 **WHEREAS**, the County proposes to utilize the Hemet Property for the
18 development of a full service Behavioral Health Continuum of Care model, and include
19 residential substance use disorder treatment, crisis residential treatment, mental health
20 rehabilitation center, adult residential treatment facility, adult mental health urgent care,
21 children's mental health urgent care, children's crisis residential treatment facility,
22 children's short term residential therapeutic program recovery residences, transitional
23 housing apartments, integrated outpatient clinics to include behavioral health,
24 substance use disorder, primary health care, and vocational services. The vision is to
25 enable consumers and their families to move through the campus' continuum of care
26 from intensive oversight and treatment activities, to decreased therapeutic contact
27 enabling consumers to prepare for a self-sustained recovery grounded in their own
28 community. The target population for the center includes low income families, youth,

1 and adults with substance abuse problems, and a large percentage of which are
2 expected to be homeless;

3 **WHEREAS**, the Lake Hemet Municipal Water District Board of Directors
4 considered the County's proposed use of the Hemet Property and directed General
5 Manager-Chief Engineer Michael A. Gow to explore alternate sources of water and
6 prepare a letter of support of the County's project;

7 **WHEREAS**, the Lake Hemet Municipal Water District issued a statement of water
8 and sewer service availability on September 12, 2022;

9 **WHEREAS**, Government Code Section 54221(f)(1)(C) provides that surplus land
10 that a local agency is exchanging for another property necessary for the agency's use
11 constitutes exempt surplus land. HACR proposes to exchange the Hemet Property for
12 the Indio Property, which is a property currently suited for the development of affordable
13 housing and therefore necessary to advance HACR's affordable housing goals and to
14 assist in addressing the unmet need for affordable housing within the County of
15 Riverside;

16 **WHEREAS**, Government Code Section 54221(f)(1)(D) provides that surplus land
17 that a local agency is transferring to another agency for the agency's use constitutes
18 exempt surplus land. HACR proposes to transfer the Hemet Property to the County for
19 use as a behavioral health facility benefitting the health and welfare of residents of the
20 County, including low income and homeless residents;

21 **WHEREAS**, consistent with and in compliance with the Housing Authorities Law,
22 HACR desires to convey the Hemet Property to the County in exchange for and in
23 consideration of a fee interest in the Indio Property, which is available to be developed
24 as an affordable housing residential project in furtherance of HACR's purpose of
25 facilitating affordable housing development within the County of Riverside;

26 **WHEREAS**, concurrently herewith, the HACR will consider Resolution No. 2022-
27 008 approving an Exchange Agreement between HACR and the County for the
28 exchange of the Hemet Property for the Indio Property;

1 **NOW THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND**
2 **ORDERED** by the Board of Commissioners of the County of Riverside, State of
3 California ("Board"), in regular session assembled on or about October 18, 2022, in the
4 meeting room of the Board located on the 1st floor of the County Administrative Center,
5 4080 Lemon Street, Riverside, California, and based upon the evidence and testimony
6 presented on the matter, both written and oral, including the Administrative Record as
7 it relates to the Property, as follows:

- 8 1. The foregoing recitals are true and correct.
- 9 2. Board of Commissioners finds and determines that the Hemet Property is
10 "exempt surplus land" under Section 54221(f)(1)(C) of the SLA based on
11 the terms and conditions of the conveyance of the Hemet Property to the
12 County in exchange for the Indio Property because the Indio Property is
13 necessary to advance HACR's affordable housing goals and to assist in
14 addressing the unmet need for affordable housing within the County of
15 Riverside as it constitutes property that can be developed for affordable
16 housing in the near future.
- 17 3. Board of Commissioners finds and determines that the Hemet Property is
18 "exempt surplus land" under Section 54221(f)(1)(D) of the SLA based on
19 the terms and conditions of the conveyance of the Hemet Property to the
20 County because the County will utilize the Hemet Property for its use and
21 development of a full service Behavioral Health Continuum of Care model,
22 to include residential substance use disorder treatment, crisis residential
23 treatment, mental health rehabilitation center, adult residential treatment
24 facility, adult mental health urgent care, children's mental health urgent
25 care, children's crisis residential treatment facility, children's short term
26 residential therapeutic program recovery residences, transitional housing
27 apartments, and integrated outpatient clinics, including behavioral health,
28 substance use disorder, primary health care, and vocational services.

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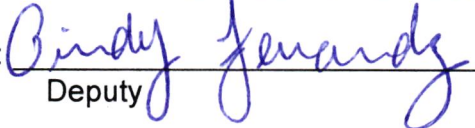
- 4. The Board of Commissioners hereby finds and determines that the disposition of the Hemet Property to the County in exchange for and in consideration of the Indio Property is in the best interests of HACR and in furtherance of the HACR's affordable housing goals and complies with the Housing Authorities Law, including Section 34312.3 thereof, and the purpose and requirements of the SLA.
- 5. This Resolution shall become effective in accordance with applicable law.

ROLL CALL:

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

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

KECIA R. HARPER, Clerk of said Board

By:  Deputy

11.29.2022 10.1

EXHIBIT "A"

LEGAL DESCRIPTION OF THE HACR PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY THE SURVEY OF THE PARTITION OF THE RANCHO SAN JACINTO VIEJO AND PLAT OF SAID PARTITION ON FILE IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF SAN DIEGO, CALIFORNIA;

EXCEPT THE EASTERLY 30 FEET FOR ROAD PURPOSES;

ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 AS SHOWN BY ASSESSOR'S MAP NO. 24, ON FILE IN ASSESSOR'S MAP BOOK 1, PAGE 29, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING A POINT ON THE WESTERLY LINE OF STATE STREET AS SHOWN ON SAID MAP; THENCE SOUTH 0 DEGREES 03' 10" WEST ALONG SAID WESTERLY LINE OF STATE STREET, A DISTANCE OF 352.50 FEET TO THE NORTHERLY LINE OF THE SOUTHERLY RECTANGULAR 142.5 FEET OF LOT 4 AS SHOWN ON SAID ASSESSOR'S MAP NO. 24;

THENCE WESTERLY ALONG SAID NORTHERLY LINE OF LOT 4, A DISTANCE OF 10.64 FEET;

THENCE NORTH 0 DEGREES 13' 46" WEST, A DISTANCE OF 352.50 FEET TO THE NORTHERLY LINE OF SAID LOT 2;

THENCE EASTERLY ALONG SAID NORTHERLY LINE OF LOT 2, A DISTANCE OF 12.37 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE EASTERLY 85.00 FEET OF THE SOUTHERLY 82.5 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE EASTERLY 85.00 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS SHOWN BY THE SURVEY OF THE PARTITION OF THE RANCHO SAN JACINTO VIEJO AND PUT OF SAID PARTITION ON FILE IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF SAN DIEGO, CALIFORNIA.

APN: 443-050-002-4, 443-050-027-7

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY THE SURVEY OF THE PARTITION OF THE RANCHO SAN JACINTO VIEJO AND PLAT OF SAID PARTITION ON FILE IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF SAN DIEGO, CALIFORNIA;

EXCEPT THE SOUTHERLY 142.5 FEET;

ALSO EXCEPT THE EASTERLY 30 FEET FOR ROAD PURPOSES;

ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 AS SHOWN BY ASSESSOR'S MAP NO. 24, ON FILE IN ASSESSOR'S MAP BOOK 1, PAGE 29, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA BEING A POINT ON THE WESTERLY LINE OF STATE STREET AS SHOWN ON SAID MAP; THENCE SOUTH 0 DEGREES 03' 10" WEST, ALONG SAID WESTERLY LINE OF STATE STREET, A DISTANCE OF 352.50 FEET TO THE NORTHERLY LINE OF THE SOUTHERLY RECTANGULAR 142.5 FEET OF LOT 4 AS SHOWN ON SAID ASSESSOR'S MAP NO. 24;

THENCE WESTERLY ALONG SAID NORTHERLY LINE OF LOT 4, A DISTANCE OF 10.64 FEET;

THENCE NORTH 0 DEGREES 13' 46" WEST, A DISTANCE OF 352.50 FEET TO THE NORTHERLY LINE OF LOT 2;

THENCE EASTERLY ALONG SAID NORTHERLY LINE OF LOT 2, A DISTANCE OF 12.37 FEET TO THE POINT OF BEGINNING.

APN: 443-050-003-5, 443-050-004-6

THE EAST HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN. SAID PROPERTY IS ALSO SHOWN AS LOT 6 OF ASSESSOR'S MAP NO. 24 ON FILE IN BOOK 1, PAGE 29 OF ASSESSOR'S MAPS RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE COUNTY OF RIVERSIDE BY DOCUMENT RECORDED JULY 21, 1965 AS INSTRUMENT NO. 83961 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 443-050-006

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE RANCHO SAN JACINTO VIEJO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP OF PARTITION OF SAID RANCHO MADE UNDER DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882, AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SAID COUNTY.

EXCEPT THE WEST 30.00 FEET.

APN: 443-050-017-8

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE RANCHO SAN JACINTO VIEJO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP OF PARTITION OF SAID RANCHO MADE UNDER DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882, AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SAID COUNTY.

APN: 443-050-018-9

THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE RANCHO SAN JACINTO VIEJO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP OF PARTITION OF SAID RANCHO MADE UNDER DECREE OF THE SUPERIOR COURT OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882, AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SAID COUNTY.

EXCEPT THE WEST 30.00 FEET.

APN: 443-050-020-0

THE WEST 200 FEET OF THE SOUTH 100 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN UPON THE MAP OF THE PARTITION OF RANCHO SAN JACINTO VIEJO MADE UNDER DECREE OF THE SUPERIOR COURT OF THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882.

APN: 443-050-021-1

THE WEST HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY THE SURVEY OF THE PARTITION OF THE RANCHO SAN JACINTO VIEJO AND PLAT OF SAID PARTITION ON FILE IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF SAN DIEGO, CALIFORNIA; TOGETHER WITH THE SOUTHERLY 45 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY THE SURVEY OF THE PARTITION OF THE RANCHO SAN JACINTO VIEJO AND PLAT OF SAID PARTITION ON FILE IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF SAN DIEGO, CALIFORNIA;

EXCEPT THE WESTERLY 30 FEET FOR ROAD PURPOSES;

ALSO EXCEPT THE SOUTH 100 FEET OF THE WEST 200 FEET.

APN: 443-050-022-2, 443-050-023-3

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY THE SURVEY OF THE PARTITION OF THE RANCHO SAN JACINTO VIEJO AND PLAT OF SAID PARTITION ON FILE IN THE OFFICE OF THE COUNTY OF SAN DIEGO, CALIFORNIA;

EXCEPT THE WESTERLY 30 FEET FOR ROAD PURPOSES;

ALSO EXCEPT THE SOUTHERLY 45 FEET.

APN: 443-050-024-4

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY;

EXCEPTING THEREFROM THE WESTERLY 30 FEET THEREOF INCLUDED IN PUBLIC HIGHWAY.

APN: 443-050-028-8, 443-050-029-9

THE EASTERLY 45 FEET OF THE NORTH $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF PARTITION OF RANCHO SAN JACINTO VIEJO, IN THE PARTITION DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882 AND RECORDED IN BOOK 43, PAGE 161 OF DEEDS, SAN DIEGO COUNTY RECORDS.

EXCEPTING THEREFROM THE NORTHERLY 30 FEET IN MENLO AVENUE.

SAID PROPERTY IS ALSO SHOWN AS A PORTION OF LOT 26 ON ASSESSOR'S MAP NO. 24 ON FILE IN BOOK 1, PAGE 29 OF ASSESSOR'S MAPS, RIVERSIDE COUNTY RECORDS.

APN: 443-050-030-9

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF PARTITION OF RANCHO SAN JACINTO VIEJO IN THE PARTITION DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882 AND RECORDED IN BOOK 43 PAGE 161 OF DEEDS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THE EASTERLY 45 FEET;

ALSO EXCEPTING THEREFROM THE NORTHERLY 30 FEET.

APN: 443-050-031-0

PARCEL 1: (EASTERLY 2/3RDS OF 443-050-033-2)

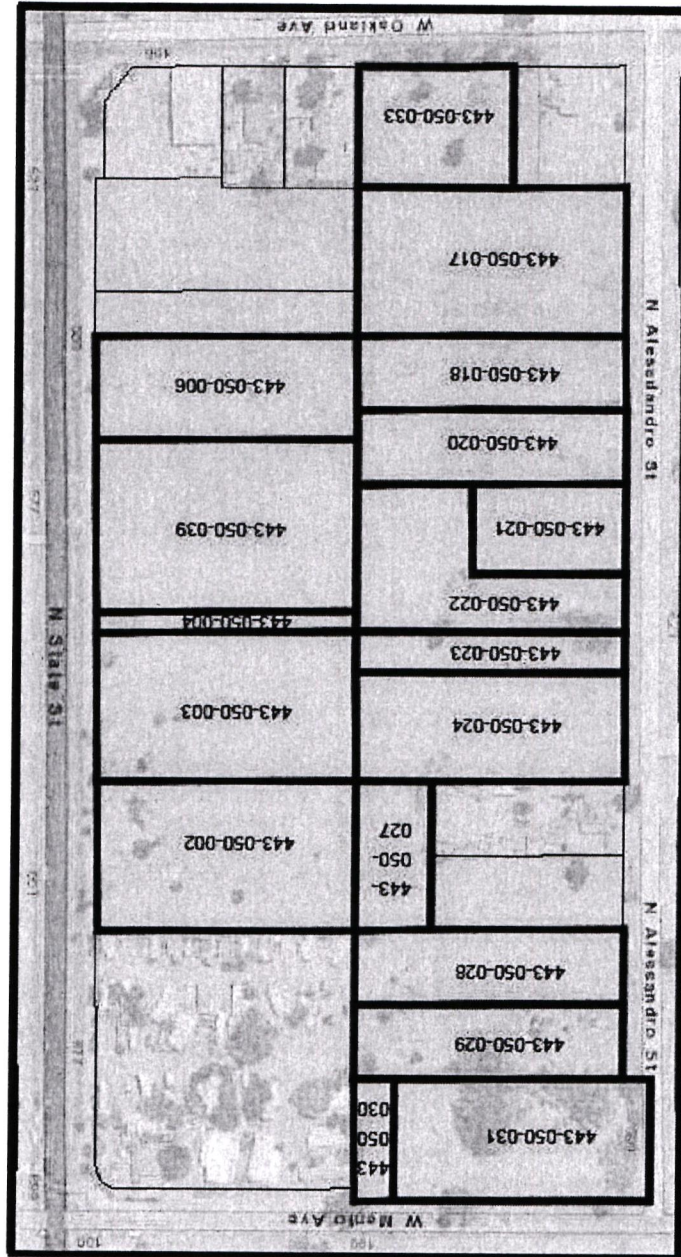
THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE

MADE UNDER DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA,
IN AND FOR THE COUNTY OF SAN DIEGO, DATED MARCH 9, 1882 AND FILED IN THE
OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SAID COUNTY.

EXCEPT THE EAST 30.00 FEET.

ALSO EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED
RECORDED JUNE 22, 1966 AS INSTRUMENT NO. 64465 OF OFFICIAL RECORDS.

APN: 443-050-039-8



SITE MAP

EXHIBIT "B"
PROPERTY SITE MAP

EXHIBIT "C"

LEGAL DESCRIPTION OF THE COUNTY PROPERTY

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 2 OF PARCEL MAP 14256, IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED MARCH 13, 1979 IN BOOK 62 OF PARCEL MAPS, PAGES 44 AND 45, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION GRANTED TO THE CITY OF INDIO BY DEED RECORDED FEBRUARY 26, 1988 AS INSTRUMENT NO. 50025, OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHERLY 42 FEET AS MEASURED AT RIGHT ANGLES ALONG THE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 500 FEET, CENTRAL ANGLE OF 24 DEGREES 59' 36" AND LENGTH OF 218.11 FEET;
AND SOUTHWESTERLY 82 FEET AS MEASURED AT RIGHT ANGLES, ALONG THE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 540 FEET, CENTRAL ANGLE OF 65 DEGREES 00' 24" AND LENGTH OF 612.67 FEET; AND ALSO WESTERLY 82 FEET, AS MEASURED AT RIGHT ANGLES, ALONG THE WESTERLY BOUNDARY LINE.

APN: 608-080-032-9

EXHIBIT "D"
EXCHANGE
PROPERTY SITE
MAP

