

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



ITEM: 19.2
(ID # 20214)

MEETING DATE:

Tuesday, November 29, 2022

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT- REAL ESTATE (FM-RE): Conduct a Public Hearing for the Adoption of (i) Resolution No. 2022-201, Declaring Certain 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 as "Exempt Surplus Land" Under the California Surplus Land Act and (ii) Resolution No. 2022-202, Authorizing the Exchange of a Fee Simple Interest in Real Property Located in the City of Indio, County of Riverside, State of California, Identified as Assessor Parcel Number 608-080-032-9 (The "Indio Property") by Grant Deed to the Housing Authority of the County of Riverside (HACR) in Exchange for a Fee Simple Interest in Real Property Located in the City of Hemet, County of Riverside, State of California, Identified as Assessor 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 and Approving an Exchange Agreement Between the County of Riverside and HACR Effecting Such Disposition and Related Actions, District 3 and District 4. [\$0]; Not a Project under CEQA; (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

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 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

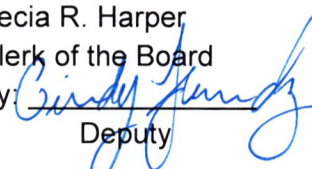
ACTION:Policy, 4/5 Vote Required


Rose Salgado, Director of Facilities Management 1/15/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

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

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

2. Conduct a joint public hearing between the Housing Authority of the County of Riverside and the County of Riverside considering Resolution No. 2022-201, Resolution No. 2022-202, and the Exchange Agreement regarding the County of Riverside's transfer of the Indio Property in exchange for the Hemet Property;
3. Adopt Resolution No. 2022-201, Declaring Certain 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 as Exempt Surplus Land Under the California Surplus Land Act;
4. Adopt Resolution No. 2022-202, Authorizing the Exchange of a Fee Simple Interest in Real Property Located in the City of Indio, County of Riverside, State of California, Identified as Assessor Parcel Number 608-080-032-9 (The "Indio Property") by Grant Deed to the Housing Authority of the County of Riverside (HACR) in Exchange for a Fee Simple Interest in Real Property Located in the City of Hemet, County of Riverside, State of California, Identified as 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 and Approving an Exchange Agreement Between the County of Riverside and HACR;
5. Approve the Exchange Agreement between the County of Riverside and the Housing Authority of the County of Riverside and authorize the Director of Facilities Management to execute the Agreement on behalf of the County;
6. Authorize the Director of Facilities Management to execute the Grant Deed to complete the conveyance of real property and this transaction; and,
7. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete the conveyance of real property and this transaction.

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	2022/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

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 (“County Property”). The County 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.

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 (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 (“HACR 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 HACR Property cannot currently be developed by HACR for the HACR 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

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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 HACR desires to utilize the Indio Property for the development of multifamily housing affordable to low-income households. The County proposes to utilize the HACR 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. The vision is 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.

HACR and the County desire to enter into an Exchange Agreement providing for, among other things, the transfer of the County Property to the HACR in exchange for and in consideration of the HACR Property to the County.

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.

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. The County proposes to exchange the Indio Property for the Hemet Property, which is a

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property currently suited for the development of a full-service Behavioral Health Continuum of Care model.

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. The County proposes to transfer the Indio Property to the HACR for use 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.

Based on the foregoing, Staff recommends that the Board of Supervisors find that the Indio Property is "exempt surplus land" under the SLA and adopt Resolution No. 2022-201, Declaring Certain 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 as Exempt Surplus Land Under the California Surplus Land Act. Staff also recommends the Board of Supervisors adopt Resolution No. 2022-202, Authorizing the Exchange of a Fee Simple Interest in Real Property Located in the City of Indio, County of Riverside, State of California, Identified as Assessor Parcel Number 608-080-032-9 (The "Indio Property") by Grant Deed to the Housing Authority of the County of Riverside (HACR) in Exchange for a Fee Simple Interest in Real Property Located in the City of Hemet, County of Riverside, State of California, Identified as Assessor 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 and Approving an Exchange Agreement Between the County of Riverside and HACR Effecting Such Disposition and Related Actions.

Pursuant to California Health and Safety Code Section 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 HACR Property in exchange for the County Property.

Pursuant to California Government Code Section 25365(a) the Board of Supervisors may, by a four-fifths vote, grant, convey, quitclaim, assign, or otherwise transfer to a city within the county any real property or interest therein belonging to the county upon the terms and conditions as are agreed upon and without complying with any other provisions of this code, if the property or interest therein to be granted and conveyed or quitclaimed is not required for county use.

The Agreement does not constitute a project pursuant to the California Environmental Quality Act and State CEQA Guidelines (CEQA). Pursuant to State CEQA Guidelines Section 15004(b), approval of the Agreement provides for the disposition of property subject to specific conditions. Approval by the HACR of the Agreement 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

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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. The Agreement 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 review.

Resolution No. 2022-201, Resolution No. 2022-202, the Exchange Agreement and the Grant Deed have been approved as to form by County Counsel.

Impact on Citizens and Businesses

The exchange of properties will assist the County of Riverside and the Housing Authority of the County of Riverside in their efforts to provide improved services to the citizens and businesses within the cities of Indio and Hemet.

ATTACHMENTS:

- Resolution No. 2022-201
- Resolution No. 2022-202
- Exchange Agreement
- Aerial Map-HACR
- Aerial Map-Riverside
- Public Notice

CAO:sc/11102022/025MH/30.810



Meghan Hahn, Principal Management Analyst 11/16/2022



Aaron Gettis, Deputy County Counsel 11/15/2022

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3 RESOLUTION NO. 2022-201

4 RESOLUTION OF THE BOARD OF SUPERVISORS OF
5 THE COUNTY OF RIVERSIDE DECLARING CERTAIN UNIMPROVED REAL
6 PROPERTY LOCATED AT 44092 HOOVER STREET, IN THE CITY OF INDIO, COUNTY
7 OF RIVERSIDE, STATE OF CALIFORNIA, IDENTIFIED WITH ASSESSOR’S PARCEL
8 NUMBER 608-080-032-9 AS EXEMPT SURPLUS LAND UNDER THE CALIFORNIA
9 SURPLUS LANDS ACT
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11 WHEREAS, the County of Riverside (“County”) is the legal owner of record of
12 approximately 8.87 gross acres of unimproved real property located at 44092 Hoover Street, in
13 the City of Indio, County of Riverside, State of California, identified with Assessor’s Parcel
14 Number 608-080-032-9, described in the Legal Description (Exhibit “A”) attached hereto and
15 depicted on the Site Map (Exhibit “B”) attached hereto (collectively, the “County Property”);

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

20 WHEREAS, the County Property is zoned Community Commercial (CC) within the
21 City of Indio’s general plan, which allows multi-family development that is consistent with
22 Residential High (RH) development standards, thereby permitting the development of
23 affordable multifamily housing;

24 WHEREAS, the County Property is near public services (such as the Employment
25 Development Department, Public Social Services and Workforce Development Center),
26 elementary schools and other facilities providing a variety of services to potential inhabitants
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FORM APPROVED COUNTY COUNSEL
BY:  WESLEY W. STANFIELD
DATE: 11/15/2022

NOV 29 2022 19.2

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

3 WHEREAS, Housing Authority of the County of Riverside (“HACR” or “Housing
4 Authority”) is the legal owner of record of approximately 12.10 gross acres of unimproved
5 real property located between Alessandro Street on the west, State Street on the east, Menlo
6 Avenue on the north and Oakland Avenue on the south, in the City of Hemet, County of
7 Riverside, State of California, identified with Assessor’s Parcel Numbers (“APN”) 443-050-
8 002, 443-050-003, 443-050-004, 443-050-006, 443-050-017, 443-050-018, 443-050-020, 443-
9 050-021, 443-050-022, 443-050-023, 443-050-024, 443-050-027, 443-050-028, 443-050-029,
10 443-050-030, 443-050-031, 443-050-033, and 443-050-039, described in the Legal
11 Description (Exhibit “C”) attached hereto and depicted on the Site Map (Exhibit “D”) attached
12 hereto (collectively, the “HACR Property”);

13 WHEREAS, certain of the APNs included in the HACR Property were purchased by
14 the former Redevelopment Agency of the County of Riverside (“Former RDA”) in 2008 with
15 tax increment funds (APNs 443-050-002, 443-050-003, 443-050-004, 443-050-021, 443-050-
16 022, 443-050-023, 443-050-024, 443-050-027, 443-050-028, 443-050-029, 443-and 443-050-
17 031), and in 2011 with the proceeds of tax-exempt bonds (APNs 443-050-017, 443-050-018,
18 443-050-020, 443-050-030, 443-050-033, and 443-050-039);

19 WHEREAS, APN 443-050-006 was purchased by the Former RDA in 1988 from
20 HACR;

21 WHEREAS, the Former RDA was dissolved in 2011 in accordance with applicable
22 law;

23 WHEREAS, HACR is the housing successor to the Former RDA with respect to the
24 HACR Property;
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1 WHEREAS, the HACR Property cannot currently be developed by HACR for the
2 HACR affordable housing purposes due to a moratorium on new water connections enacted
3 via Ordinance No. 176 of the Board of Directors of the Lake Hemet Municipal Water District
4 and adopted on August 20, 2015 (“Ord. No. 176”), and, because of the critical shortage of
5 affordable housing within the County of Riverside and the State of California, HACR is in
6 need of property that can be developed for affordable housing purposes in the near future;

7 WHEREAS, the County proposes to utilize the HACR Property for the development of
8 a full service Behavioral Health Continuum of Care model, and include residential substance
9 use disorder treatment, crisis residential treatment, mental health rehabilitation center, adult
10 residential treatment facility, adult mental health urgent care, children's mental health urgent
11 care, children’s crisis residential treatment facility, children’s short term residential
12 therapeutic program recovery residences, transitional housing apartments, integrated
13 outpatient clinics to include behavioral health, substance use disorder, primary health care, and
14 vocational services. The vision is to enable consumers and their families to move through the
15 campus’ continuum of care from intensive oversight and treatment activities, to decreased
16 therapeutic contact enabling consumers to prepare for a self-sustained recovery grounded in
17 their own community;

18 WHEREAS, the target population for the center includes low-income families, youth,
19 and adults with substance abuse problems, a large percentage of which are expected to be
20 homeless;

21 WHEREAS, the Lake Hemet Municipal Water District Board of Directors considered
22 the County’s proposed use of the HACR Property and directed General Manager-Chief
23 Engineer Michael A. Gow to explore alternate sources of water and prepare a letter of support
24 of the County’s project;
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1 WHEREAS, the Lake Hemet Municipal Water District issued a statement of water and
2 sewer service availability on September 12, 2022;

3 WHEREAS, HACR and the County desire to enter into an Exchange Agreement
4 providing for, among other things, the transfer of the County Property to the HACR in
5 exchange for and in consideration of the HACR Property to the County;

6 WHEREAS, HACR desires to utilize the County Property for the development of
7 multifamily housing affordable to low income households;

8 WHEREAS, pursuant to the Surplus Land Act (“SLA”) (California Government Code
9 Section 54220 et seq.), land must be declared either “surplus land” or “exempt surplus land”
10 as supported by written findings, before a local agency may take any action to dispose of it
11 consistent with an agency's policies or procedures;

12 WHEREAS, pursuant to California Government Code Section 54221(b)(1), “[s]urplus
13 land’ means land owned in fee simple by any local agency for which the local agency’s
14 governing body takes formal action in a regular public meeting declaring that the land is
15 surplus and is not necessary for the agency’s use”;

16 WHEREAS, the County Property is not necessary for the County’s use and is exempt
17 surplus land for the reasons set forth below;

18 WHEREAS, pursuant to California Government Code Section 54221(f)(1)(C) and
19 Surplus Land Act Guidelines Section 103(b)(3)(C) exempt surplus land includes “[s]urplus
20 land that a local agency is exchanging for another property necessary for the local agencies
21 use”;

22 WHEREAS, pursuant to California Government Code Section 54221(f)(1)(D) exempt
23 surplus land includes “[s]urplus land that a local agency is transferring to another local, state,
24 or federal agency for the agency's use”;

1 WHEREAS, concurrently herewith, the County will consider Resolution No. 2022-202
2 approving an Exchange Agreement between the County and the HACR for the exchange of
3 the HACR Property for the County Property;

4 WHEREAS, the Exchange Agreement provides for the concurrent conveyance of each
5 of the County Property and HACR Property by grant deed to the County and HACR,
6 respectively, and requires the satisfaction of certain conditions prior to such conveyances,
7 including, without limitation, compliance with the SLA and other applicable laws;

8 WHEREAS, the Board of Supervisors has considered the provisions of the SLA,
9 including Section 54221(f)(1) defining “exempt surplus land,” the terms and conditions of the
10 Exchange Agreement conveying the County Property to the HACR in exchange for and in
11 consideration of the HACR Property, which such HACR Property is necessary to advance the
12 County’s development of a full service Behavioral Health Continuum of Care model, and
13 include residential substance use disorder treatment, crisis residential treatment, mental health
14 rehabilitation center, adult residential treatment facility, adult mental health urgent care,
15 children's mental health urgent care, children’s crisis residential treatment facility, children’s
16 short term residential therapeutic program, recovery residences, transitional housing
17 apartments, integrated outpatient clinics to include behavioral health, substance use disorder,
18 primary health care, and vocational services, and the information contained in the submittal to
19 the Board of Supervisors by staff and finds that the HACR Property is “exempt surplus land”
20 within the meaning of Section 54221(f)(1)(C) and Section 54221(f)(1)(D) of the SLA;

21 NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board
22 of Supervisors of the County of Riverside, in regular session assembled on or after October 18,
23 2022, in the meeting room of the Board located on the 1st floor of the County Administrative
24 Center, 4080 Lemon Street, Riverside, California, and based upon the evidence and testimony
25 presented on the matter, both written and oral, including the Administrative Record as it relates
26

1 to the County Property, that the Board of Supervisors finds and determines that the County
2 Property is not necessary for the County's use;

3 BE IT FURTHER RESOLVED AND ORDERED that the Board of
4 Supervisors finds and declares that the County Property is "exempt surplus land" under Section
5 54221(f)(1)(C) of the SLA based on the terms and conditions of the conveyance of the HACR
6 Property to the County in exchange for the County Property because the HACR Property is
7 necessary to advance the County's development of a full service Behavioral Health Continuum
8 of Care model, and include residential substance use disorder treatment, crisis residential
9 treatment, mental health rehabilitation center, adult residential treatment facility, adult mental
10 health urgent care, children's mental health urgent care, children's crisis residential treatment
11 facility, children's short term residential therapeutic program recovery residences, transitional
12 housing apartments, integrated outpatient clinics to include behavioral health, substance use
13 disorder, primary health care, and vocational services. The vision is to enable consumers and
14 their families to move through the campus' continuum of care from intensive oversight and
15 treatment activities, to decreased therapeutic contact enabling consumers to prepare for a self-
16 sustained recovery grounded in their own community.

17 BE IT FURTHER RESOLVED AND ORDERED that the Board of
18 Supervisors finds and determines that the County Property is "exempt surplus land" under
19 Section 54221(f)(1)(D) of the SLA based on the terms and conditions of the conveyance of the
20 County Property to the HACR because the HACR is a local agency and will utilize the County
21 Property for its use and development of affordable housing goals and to assist in addressing the
22 unmet need for affordable housing within the County of Riverside as it constitutes property that
23 can be developed for affordable housing in the near future.

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26 CAO:rh/11092022/025MH/30.850
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3 RESOLUTION NO. 2022-201

4 RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE
5 DECLARING CERTAIN UNIMPROVED REAL PROPERTY LOCATED AT 44092 HOOVER
6 STREET, IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
7 IDENTIFIED WITH ASSESSOR'S PARCEL NUMBER 608-080-032-9 AS EXEMPT SURPLUS
8 LAND UNDER THE CALIFORNIA SURPLUS LANDS ACT

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10 ROLL CALL:

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12 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
13 Nays: None
14 Absent: None
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17 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of
18 Supervisors on the date therein set forth.

19
20 KECIA R. HARPER, Clerk of said Board

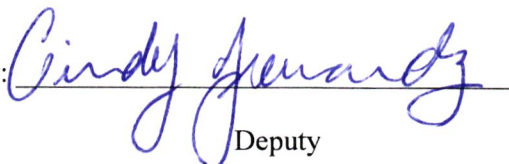
21
22 By: 
23 Deputy

EXHIBIT "A"
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 "B"
COUNTY PROPERTY
SITE MAP

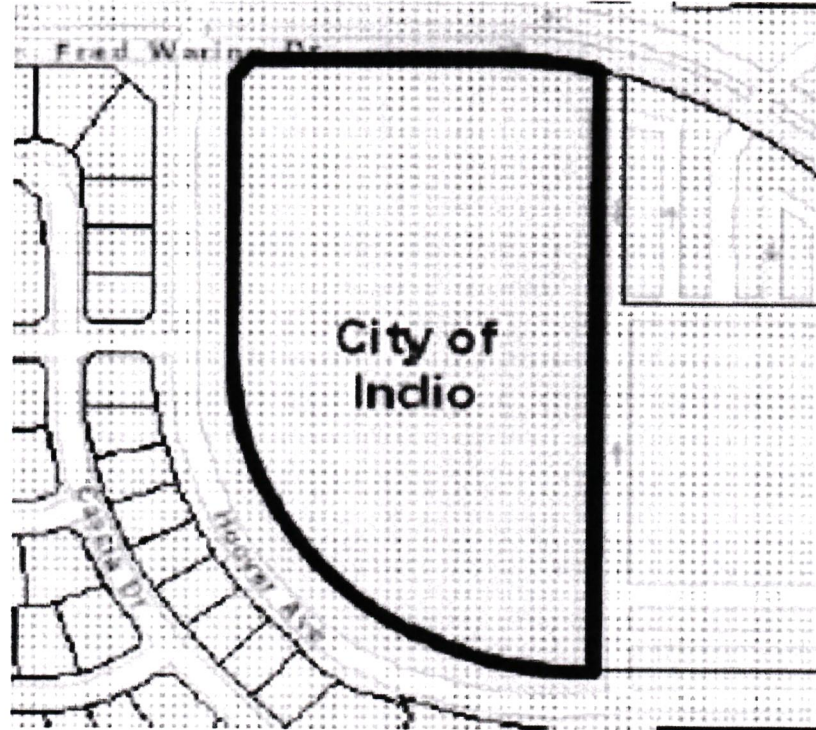


EXHIBIT "C"
LEGAL DESCRIPTION OF THE HACR PROPERTY

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 $1/3^{\text{RD}}$ 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.

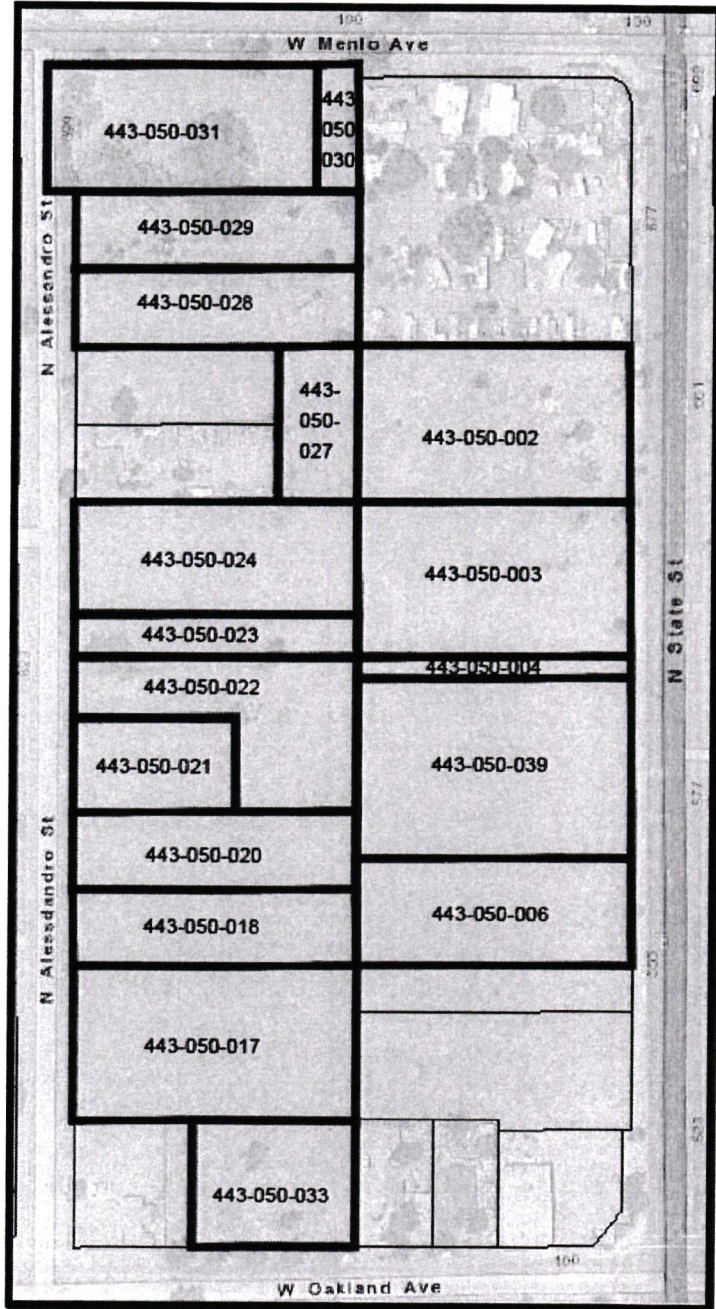
EXCEPT THE EAST 30.00 FEET.

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

EXHIBIT "D"
HACR PROPERTY

SITE MAP



3 RESOLUTION NO. 2022-202

4 RESOLUTION OF THE BOARD OF SUPERVISORS OF

5 THE COUNTY OF RIVERSIDE AUTHORIZING THE EXCHANGE OF A FEE SIMPLE INTEREST
6 IN REAL PROPERTY LOCATED IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF

7 CALIFORNIA, IDENTIFIED AS ASSESSOR PARCEL NUMBER 608-080-032-9 (THE "INDIO
8 PROPERTY") BY GRANT DEED TO THE HOUSING AUTHORITY OF THE COUNTY OF

9 RIVERSIDE (HACR) IN EXCHANGE FOR A FEE SIMPLE INTEREST IN REAL PROPERTY

10 LOCATED IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,

11 IDENTIFIED AS ASSESSOR PARCEL NUMBERS 443-050-002, 443-050-003, 443-050-004, 443-050-

12 006, 443-050-017, 443-050-018, 443-050-020, 443-050-021, 443-050-022, 443-050-023, 443-050-024,

13 443-050-027, 443-050-028, 443-050-029, 443-050-030, 443-050-031, 443-050-033, AND 443-050-039

14 (COLLECTIVELY, THE "HEMET PROPERTY") AND APPROVING AN EXCHANGE

15 AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND HACR EFFECTING SUCH

16 DISPOSITION AND RELATED ACTIONS

17
18 WHEREAS, the County of Riverside ("County") is the legal owner of record of approximately
19 8.87 gross acres of unimproved real property located at 44092 Hoover Street, in the City of Indio, County
20 of Riverside, State of California, identified with Assessor's Parcel Number 608-080-032-9, described in
21 the Legal Description (Exhibit "A") attached hereto and depicted on the Site Map (Exhibit "B") attached
22 hereto (collectively, the "Indio Property");

23 WHEREAS, the County purchased the Indio Property in 2008 with proceeds from the Palm
24 Desert Redevelopment Pass-Through Funds with the intention of relocating the Department of Public
25 Social Services to the Indio Property, as well as other social services, which such relocation has not
26 occurred and the Indio Property remains unimproved;

FORWARDED APPROVED COUNTY COUNSELLOR
BY: WESLEY W. STANFIELD
DATE 11/16/2022

NOV 29 2022 19.2

1 WHEREAS, the Indio Property is zoned Community Commercial (CC) within the City of
2 Indio’s general plan, which allows multi-family development that is consistent with Residential High
3 (RH) development standards, thereby permitting the development of affordable multifamily housing;

4 WHEREAS, the Indio Property is near public services (such as the Employment Development
5 Department, Public Social Services and Workforce Development Center), elementary schools and other
6 facilities providing a variety of services to potential inhabitants of an affordable housing project, which
7 is likely to facilitate an award of tax credit financing for an affordable housing project;

8 WHEREAS, Housing Authority of the County of Riverside (“HACR” or “Housing Authority”)
9 is the legal owner of record of approximately 12.10 gross acres of unimproved real property located
10 between Alessandro Street on the west, State Street on the east, Menlo Avenue on the north and
11 Oakland Avenue on the south, in the City of Hemet, County of Riverside, State of California, identified
12 with Assessor’s Parcel Numbers (“APN”) 443-050-002, 443-050-003, 443-050-004, 443-050-006, 443-
13 050-017, 443-050-018, 443-050-020, 443-050-021, 443-050-022, 443-050-023, 443-050-024, 443-050-
14 027, 443-050-028, 443-050-029, 443-050-030, 443-050-031, 443-050-033, and 443-050-039, described
15 in the Legal Description (Exhibit “C”) attached hereto and depicted on the Site Map (Exhibit “D”)
16 attached hereto (collectively, the “Hemet Property”);

17 WHEREAS, certain of the APNs included in the Hemet Property were purchased by the former
18 Redevelopment Agency of the County of Riverside (“Former RDA”) in 2008 with tax increment funds
19 (APNs 443-050-002, 443-050-003, 443-050-004, 443-050-021, 443-050-022, 443-050-023, 443-050-
20 024, 443-050-027, 443-050-028, 443-050-029, 443-and 443-050-031), and in 2011 with the proceeds
21 of tax-exempt bonds (APNs 443-050-017, 443-050-018, 443-050-020, 443-050-030, 443-050-033, and
22 443-050-039);

23 WHEREAS, APN 443-050-006 was purchased by the Former RDA in 1988 from HACR;

24 WHEREAS, the Former RDA was dissolved in 2011 in accordance with applicable law;

25 WHEREAS, HACR is the housing successor to the Former RDA with respect to the Hemet
26 Property;
27

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

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

17 WHEREAS, the target population for the center includes low-income families, youth, and adults
18 with substance abuse problems, a large percentage of which are expected to be homeless;

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

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

24 WHEREAS, in connection with their respective proposed uses of the Hemet Property and the
25 Indio Property, each of the County and the HACR will be responsible for compliance with all
26 applicable laws, including without limitation, any applicable land use and zoning laws, regulations and
27 standards and any applicable review in compliance with the California Environmental Quality Act,
28

1 Public Resources Code Section 21000, et seq. and the implementing regulations promulgated
2 thereunder as the “CEQA Guidelines” (Title 14, California Code of Regulations Section 15000 et seq.)
3 and any applicable local guidelines;

4 WHEREAS, HACR and the County desire to enter into an Exchange Agreement providing for,
5 among other things, the transfer of the Indio Property to the HACR in exchange for and in
6 consideration of the Hemet Property to the County;

7 WHEREAS, HACR desires to utilize the Indio Property for the development of multifamily
8 housing affordable to low income households;

9 WHEREAS, pursuant to the Surplus Land Act (“SLA”) (California Government Code Section
10 54220 et seq.), land must be declared either “surplus land” or “exempt surplus land” as supported by
11 written findings, before a local agency may take any action to dispose of it consistent with an agency's
12 policies or procedures;

13 WHEREAS, concurrently herewith, the County will consider Resolution No. 2022-201,
14 Resolution of the Board of Supervisors of the County of Riverside Declaring Certain Unimproved Real
15 Property Located at 44092 Hoover Street, in the City of Indio, County of Riverside, State of California,
16 Identified with Assessor’s Parcel Number 608-080-032-9 as Exempt Surplus Land under the California
17 Surplus Land Act;

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

22 WHEREAS, in accordance with California Health & Safety Code Section 34312.3, HACR
23 published a Notice of Public Hearing notifying the public of the public hearing and consideration of the
24 proposed Exchange Agreement relating to the conveyance of the Hemet Property in exchange for and
25 in consideration of the Indio Property and finding the Hemet Property “exempt surplus land”. A copy
26 of the Exchange Agreement was made available for public review on the date the Notice of Public
27 Hearing was published;
28

1 WHEREAS, the Board of Supervisors have considered all the terms and conditions of the
2 proposed disposition of the Indio Property set forth in the proposed Exchange Agreement, and the
3 information contained in the submittal to the Board of Supervisors by staff and provided at the public
4 hearing, and believes that conveyance of the Indio Property in accordance with the proposed Exchange
5 Agreement is in the best interests of the County and the health, safety and welfare of its residents, and
6 in accord with the public purposes and provisions of applicable State and local law and requirements;

7 WHEREAS, pursuant to California Government Code Section 25365(a), “[t]he board of
8 supervisors may, by a four-fifths vote, grant, convey, quitclaim, assign, or otherwise transfer to [a]
9 housing authority . . . or any other public agency within the county or exchange with those public
10 agencies, any real or personal property, or interest therein belonging to the county upon the terms and
11 conditions as are agreed upon and without complying with any other provisions of this code, if the
12 property or interest therein to be granted and conveyed or quitclaimed is not required for county use or
13 in the event of an exchange, the property to be acquired is required for county use.”

14 WHEREAS, the Board of Supervisors has considered all the terms and conditions of the
15 proposed disposition of the Indio Property set forth in the proposed Exchange Agreement, and the
16 information contained in the submittal to the Board of Supervisors by staff, and believes that
17 conveyance of the Indio Property in accordance with the proposed Exchange Agreement is in the best
18 interests of the County and the health, safety and welfare of its residents, and in accord with the public
19 purposes and provisions of applicable State and local law and requirements; and

20 WHEREAS, pursuant to the California Environmental Quality Act and State CEQA Guidelines
21 (CEQA) Section 15004(b), the Exchange Agreement does not constitute a project, does not vest any
22 development rights and will not result in any physical changes to the environment in that the Exchange
23 Agreement requires each of HACR and the County, or their respective assignees, to obtain all
24 necessary land use approvals and entitlements for the proposed uses of the Hemet Property and Indio
25 Property, respectively, including compliance with CEQA, from the appropriate lead agency and does
26 not commit the lead agency to any definite course of action or foreclose alternatives or mitigation
27 measures that would ordinarily be part of CEQA.
28

1 NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of
2 Supervisors of the County of Riverside, in regular session assembled on or after November 29, 2022, in
3 the meeting room of the Board located on the 1st floor of the County Administrative Center, 4080 Lemon
4 Street, Riverside, California, and based upon the evidence and testimony presented on the matter, both
5 written and oral, including the Administrative Record as it relates to the Indio Property, that the Board of
6 Supervisors finds and determines:

- 7 1. That the foregoing recitals are true and correct.
- 8 2. That the Exchange Agreement does not constitute a project, does not vest any development
9 rights and will not result in any physical changes to the environment in that the Exchange
10 Agreement requires each of HACR and the County, or their respective assignees, to obtain
11 all necessary land use approvals and entitlements for the proposed uses of the Hemet
12 Property and Indio Property, respectively, including compliance with CEQA, from the
13 appropriate lead agency and does not commit the lead agency to any definite course of
14 action or foreclose alternatives or mitigation measures that would ordinarily be part of
15 CEQA.
- 16 3. That the Board of Supervisors has received and heard all oral and written objections (if
17 any) to the proposed Exchange Agreement for the proposed disposition of the Indio
18 Property to HACR, the proposed acquisition of the Hemet Property in exchange therefore,
19 and the other matters pertaining to this transaction, and that all such oral and written
20 objections (if any) are hereby overruled.
- 21 4. That the conveyance of the Indio Property to HACR in consideration of the conveyance
22 of the Hemet Property to the County, plus additional consideration as provided in the
23 Exchange Agreement, will provide the County with potential to develop a full-service
24 Behavioral Health Continuum of Care model as discussed herein.
- 25 5. The Board of Supervisors hereby approves the conveyance of the Hemet Property to the
26 HACR and the acquisition of the Hemet Property.
- 27 6. That the Exchange Agreement between HACR and the County substantially in the form
28 attached hereto (including all attachments thereto) as Exhibit "E" and incorporated herein

1 by this reference, is hereby approved, and authorizes the County Director of Facilities
2 Management or designee to execute the Exchange Agreement and all necessary
3 documents in furtherance of the transactions described in the Exchange Agreement
4 substantially conforming in form and substance to the attached Agreement, subject to
5 approval as to form by County Counsel.

6
7
8
9
10 CAO:rh/11092022/025MH/30.851

11
12 ROLL CALL:

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

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

18 KECIA R. HARPER, Clerk of said Board

19 By: Cindy Gaudz
20 Deputy

21 11.29.2022 19.2
22
23
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27
28

EXHIBIT "A"
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 "B"
INDIO PROPERTY
SITE MAP

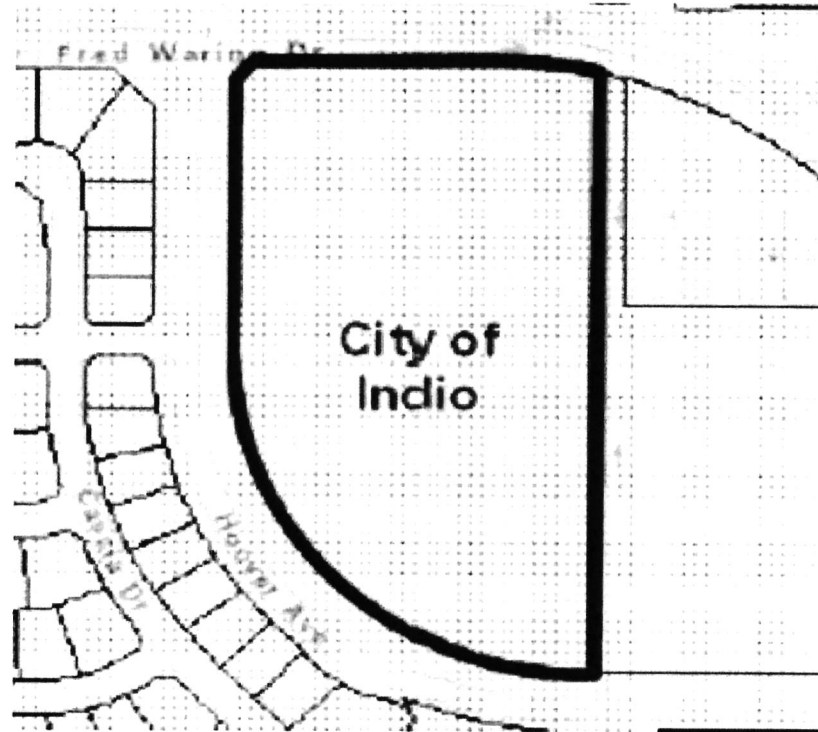


EXHIBIT "C"
LEGAL DESCRIPTION OF THE HEMET PROPERTY

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 $\frac{1}{2}$ 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 $1/3^{\text{RD}}$ 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.

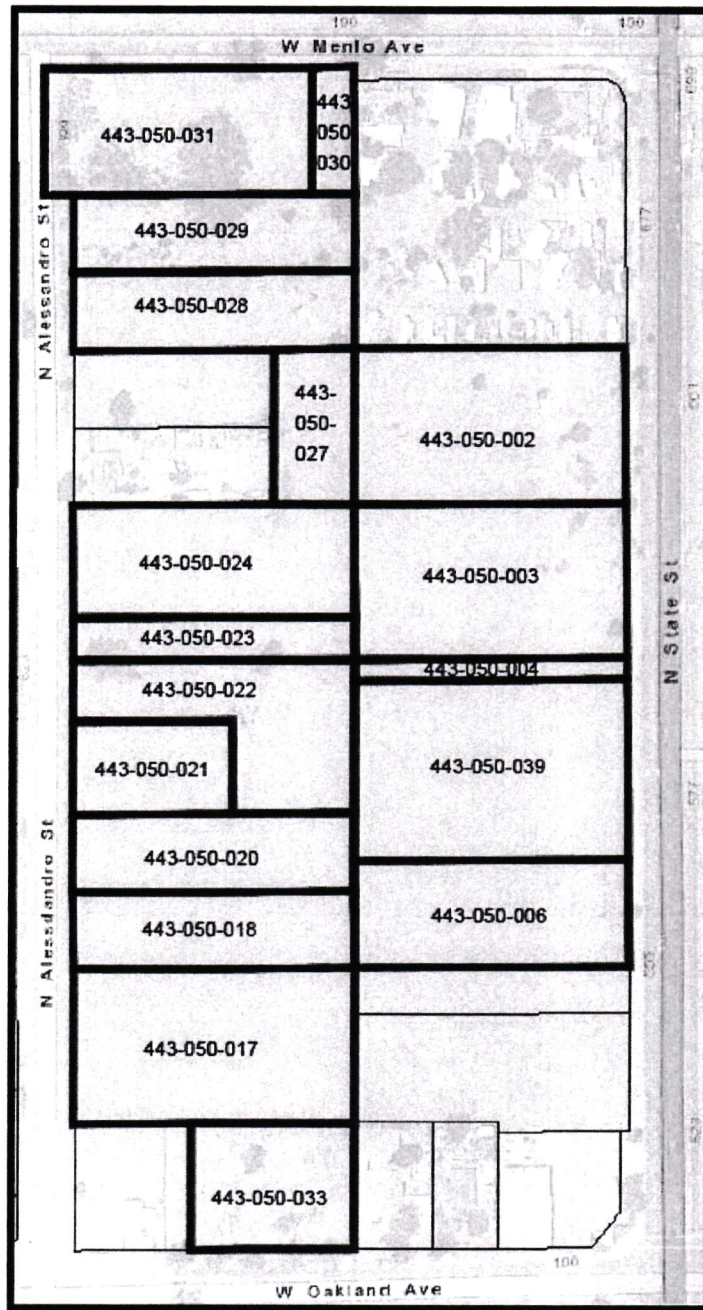
EXCEPT THE EAST 30.00 FEET.

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

EXHIBIT "D"
HEMET PROPERTY

SITE MAP



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, 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. 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 transferring 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”

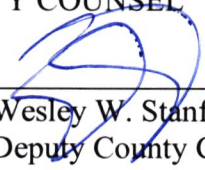
COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Rose Salgado, Director of Facilities Management

Date: _____

APPROVED AS TO FORM

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

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.

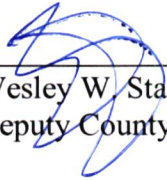
COUNTY OF RIVERSIDE, a political subdivision of
the State of California

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)
) 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

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