

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



ITEM: 3.19
(ID # 20829)

MEETING DATE:
Tuesday, January 09, 2024

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT- REAL ESTATE (FM-RE): Adoption of Resolution No. 2023-018, A Resolution of the Board of Supervisors of the County of Riverside Granting Authorization to Convey Fee Simple Interest in Real Property in the City of Desert Hot Springs, County of Riverside, California, Assessor's Parcel Number 664-190-027 by Grant Deed to the City of Desert Hot Springs; District 4. CEQA Exempt per State CEQA Guidelines Sections 15301 and 15061(b)(3). [\$28,150 - 100% Sale Proceeds] (4/5 Vote Required) (Clerk to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that this conveyance is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption; and Section 15061(b)(3), "Common Sense" Exemption;

Continued on Page 2

ACTION:Policy, 4/5 Vote Required


Rose Salgado, Director of Facilities Management 1/6/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: January 9, 2024
xc: FM-RE, Recorder, COBCF

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Adopt Resolution No. 2023-018, A Resolution of the Board of Supervisors of the County of Riverside Granting Authorization to Convey Fee Simple Interest in Real Property in the City of Desert Hot Springs, County of Riverside, California, Assessor's Parcel Number 664-190-027 by Grant Deed to the City of Desert Hot Springs;
3. Approve the Purchase and Sale Agreement between the County of Riverside and the City of Desert Hot Springs and authorize the Chair of the Board to execute the Agreement on behalf of the County;
4. Authorize the Chair of the Board of Supervisors to execute the Grant Deed to complete the conveyance of real property and this transaction;
5. 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;
6. Ratify and authorize a reimbursement to Facilities Management Real Estate Division in an amount not to exceed \$28,150; and
7. Direct the Clerk of the Board to file the Notice of Exemption to the County Clerk for posting within five (5) working days of approval of this project.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$28,150	\$0	\$28,150	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Sale Proceeds			Budget Adjustment:	No
			For Fiscal Year:	23/24

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On May 2, 2023, the Riverside County Board of Supervisors (Board) adopted Resolution Number 2023-007. This resolution of the Board declares certain real property exempt surplus property and provides a notice of intention to convey a fee simple interest in real property in the City of Desert Hot Springs, County of Riverside, California, known as Assessor's Parcel Number 664-190-027 (Property), to the City of Desert Hot Springs (City).

Through this action, the County of Riverside (County) intends to convey by grant deed, its fee simple interest in the Property. The subject Property is a 3,527 square foot former public library

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

located at 11691 West Drive in the City of Desert Hot Springs. The subject Property is contiguous to the existing Civic Center property. The Property was recently appraised by an independent appraiser at a value of three hundred fifty thousand dollars (\$350,000). The City has agreed to pay this amount to the County to purchase the Property.

This conveyance, as detailed in the attached Notice of Exemption, is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption; and Section 15061(b)(3), "Common Sense" Exemption.

Resolution No. 2023-018, the Purchase and Sale Agreement and Joint Escrow Instructions, and the Grant Deed have been approved as to form by County Counsel.

Impact on Citizens and Businesses

The transfer of this Property will assist the City in their efforts to provide improved and expanded services to the citizens the City of Desert Hot Springs.

Additional Fiscal Information

No Net County Cost will be incurred, and no budget adjustment is necessary, however the Facilities Management Real Estate Division (FM-RE) will incur costs associated with this transaction. Real Estate Division's transactional costs in the approximate amount of \$28,150 will be reimbursed from the sale proceeds. The balance of the sales proceeds will be deposited into Sub-Fund 11183.

Sales Price	\$350,000
Estimated Escrow and Title Charges	\$6,200
Appraisal Costs	\$5,450
Advertising Costs	\$1,500
County Staff Time includes FM-RE, FM Environmental and County Counsel	\$15,000
Total Estimated Acquisition Costs:	\$28,150
Total Estimated Net Proceeds	\$321,850

ATTACHMENTS:

- Resolution 2023-018
- Purchase and Sale Agreement and Joint Escrow Instructions
- Grant Deed
- Notice of Exemption
- Aerial Map

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

JM:kt/12142022/425FM/30.869

Veronica Santillan
Veronica Santillan, Principal Management Analyst 12/6/2023

Aaron Gettis
Aaron Gettis, Deputy County Counsel 12/4/2023

1 Board of Supervisors

County of Riverside

2 Resolution No: 2023-018

3 A Resolution of the Board of Supervisors of the County of Riverside
 4 Granting Authorization to Convey Fee Simple Interest in
 5 Real Property in the City of Desert Hot Springs, County of Riverside,
 6 California, Assessor's Parcel Number 664-190-027
 7 by Grant Deed to the City of Desert Hot Springs

8
 9 WHEREAS, the County of Riverside is the owner of certain real property in the City of
 10 Desert Hot Springs, County of Riverside, State of California, identified as Assessor's Parcel
 11 Number 664-190-027 (the "Property");

12 WHEREAS, the Property consists of 0.13 acres of land and includes improvements of a
 13 3,520 square foot former public library office building which is currently vacant;

14 WHEREAS, the County of Riverside desires to transfer the Property to the City of
 15 Desert Hot Springs;

16 WHEREAS, pursuant to California Government Code Section 221(b)(1), "surplus land"
 17 means land owned in fee simple by any local agency for which the local agency's governing
 18 body takes formal action in a regular public meeting declaring that the land is surplus and is not
 19 necessary for the agency's use";

20 WHEREAS, "land must be declared either "surplus" or "exempt surplus" as supported
 21 by written findings before a local agency may take any action to dispose of it consistent with an
 22 agency's policies or procedures;

23 WHEREAS, the County of Riverside deems the Property as an uneconomical remnant,
 24 which is no longer required for County uses or purposes;

25 WHEREAS, pursuant to California Government Code Section 54221(f)(1)(D) and the
 26 Surplus Land Act Guidelines Section 103(b)(3)(D), surplus land that a local agency is
 27 transferring to another local, state, or federal agency for the agency's use is exempt from the
 28 requirements of the Surplus Land Act; and

FORM APPROVED COUNTY COUNSEL
 BY: GRACEN J. HOLLY
 DATE: 11/10/23

1 WHEREAS, on May 2, 2023, the County adopted Resolution No. 2023-007, which
2 declared the Property to be exempt surplus land pursuant to California Government Code
3 Section 54221(f)(1)(D); and

4 WHEREAS, the County of Riverside desires to transfer the Property to the City of
5 Desert Hot Springs for the consideration of \$350,000 (Three Hundred and Fifty-Thousand
6 Dollars); and

7 WHEREAS, the City of Desert Hot Springs and the County of Riverside concur that it
8 would be in both parties' best interest to transfer ownership of the Property to the City of Desert
9 Hot Springs; and

10 WHEREAS, the County has reviewed and determined that the purchase of the Property
11 is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to
12 State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption; Section 15312,
13 Surplus Government Property Sales; and Section 15061(b)(3), General Rule or "Common
14 Sense" Exemption; now, therefore,

15 BE IT RESOLVED, DETERMINED AND ORDERED by at least a four-fifths vote of
16 the Board of Supervisors of the County of Riverside ("Board"), in regular session assembled on
17 January 9, 2024, at 9:30 a.m. or soon thereafter, in the meeting room of the Board of
18 Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street,
19 Riverside, California, based upon a review of the evidence and information presented on the
20 matter, as it relates to this acquisition, this Board:

21 1. Has determined that the proposed acquisition project is categorically exempt
22 from CEQA pursuant to State CEQA Guidelines Section 15301, Class 1, Existing Facilities
23 Exemption; Section 15312, Surplus Government Property Sales; and Section 15061(b)(3),
24 General Rule or "Common Sense" Exemption; and

25 2. Authorizes the conveyance to the City of Desert Hot Springs the following
26 described real property: Certain real property located in the City of Desert Hot Springs, State of
27 California, identified as Assessor's Parcel Number 664-190-027 by Grant Deed, as more
28 particularly described in Exhibit "A", attached hereto and thereby made a part hereof.

1 BE IT RESOLVED, DETERMINED AND ORDERED that this Board hereby approves
2 the Agreement of Purchase and Sale and Joint Escrow Instructions between the County of
3 Riverside and the City of Desert Hot Springs (“Agreement”) and authorizes the Chair of the
4 Board of Supervisors of the County of Riverside to execute the Agreement on behalf of the
5 County.

6 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Chair of the
7 Board of Supervisors of the County of Riverside is authorized to execute the Grant Deed.

8 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Director of
9 Facilities Management or designee, is authorized to execute any other documents and
10 administer all actions necessary to complete the conveyance of real property.

11 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board
12 authorizes a reimbursement to Facilities Management – Real Estate Division in an amount not
13 to exceed \$28,150 from the proceeds of the sale of this property.

14 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the
15 Board to submit the Notice of Exemption to the County Clerk for posting within five days of
16 approval of this project.

17 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the
18 Board of Supervisors has given notice hereof pursuant to California Government Code Section
19 6061.

20 ROLL CALL:

21 Ayes: Jeffries, Washington, Spiegel, Perez, and Gutierrez
22 Nays: None
23 Absent: None

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

26 KIMBERLY A. RECTOR, Clerk of said Board

27 By:  Deputy

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

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

That portion of the Southeast one-quarter of the Southeast one-quarter of Section 25, Township 2 South, Range 4 East, San Bernardino Base and Meridian in the City of Desert Hot Springs, County of Riverside, State of California, described as follows:

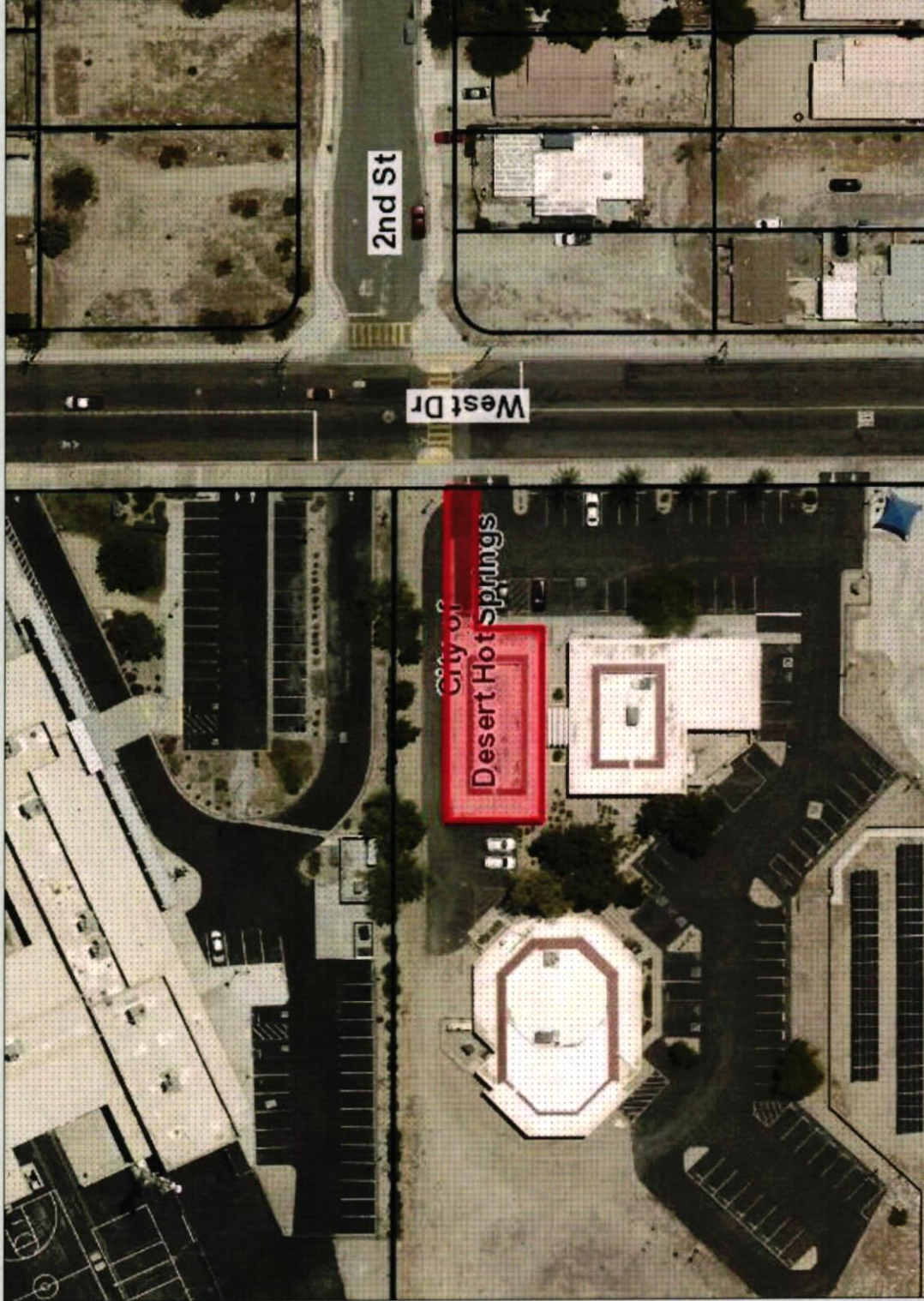
Beginning at the Southeast corner of said Section 25;
Thence North 00°14'00" West along the East line of said Southeast 25, a distance of 635.31 feet to the point of beginning;
Thence continuing North 00°14'00" West along said East line, a distance of 15.00 feet;
Thence North 89°52'58" West, a distance of 208.00 feet;
Thence South 00°07'02" East, a distance of 48.00 feet;
Thence South 89°52'58" East, a distance of 97.00 feet;
Thence North 00°14'00" West, a distance of 33.00 feet;
Thence South 89°52'58" East, a distance of 111.00 feet to the true point of beginning.

Excepting therefrom the Easterly 40 feet in West Drive.

Assessor's Parcel No: 664-190-027

Aerial Map

11691 West Drive, Desert Hot Springs, CA 92240



Legend

City Areas


Notes
APN: 664-190-027
Property in red

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



0 94 188 Feet
REPORT PRINTED ON... 12/5/2022 2:35:36 PM

© Riverside County GIS

FOR COUNTY CLERK USE ONLY		
F I L E D / P O S T E D		
County of Riverside		
Peter Aldana		
Assessor-County Clerk-Recorder		
E-20240041		
01/11/2024 04:21 PM Fee: \$ 50.00		
Page 1 of 2		
Removed:	By:	Deputy
		

NOTICE OF EXEMPTION

May 16, 2023

Project Name: Authorization to Convey Fee Simple Interest in Real Property, Assessor's Parcel Number (APN) 664-190-027, by Grant Deed to the City of Desert Hot Springs

Project Number: FM0417200425

Project Location: 11691 West Drive, north of Pierson Boulevard, Desert Hot Springs, CA 92240, APN 664-190-027

Description of Project: On February 28, 2023, pursuant to Government Code Sections 25365 and 54221(f)(1)(D), the Riverside County Board of Supervisors (Board) adopted Resolution No. 2023-007, A Resolution of the Board of Supervisors of the County of Riverside Declaring Certain Real Property Exempt Surplus Land and Notice of Intention to Convey Fee Simple Interest in Real Property in the City of Desert Hot Springs, County of Riverside, California, APN 664-190-027 (Property), by Grant Deed to the City of Desert Hot Springs (City).

Through this current action, the County of Riverside (County) intends to convey its fee simple interest in the Property. The subject Property is a former public library located at 11691 West Drive in the City of Desert Hot Springs. The Property was recently appraised by an independent appraiser at a value of three hundred fifty thousand dollars (\$350,000). The City has agreed to pay this amount to the County to purchase the Property. The sale of Property is identified as the proposed project under the California Environmental Quality Act (CEQA). No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

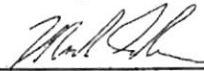
Exempt Status: State CEQA Guidelines Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with conveyance of the Property to the City.

Section 15061 (b) (3) – “Common Sense” Exemption: In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The sale of the Property is an administrative function and would not result in direct effects. Indirect effects of the sale would result in new ownership of property containing an existing building. The conveyance would not result in any direct or indirect physical environmental impacts. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Therefore, the County of Riverside hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:



Date: 5-16-2023

Mike Sullivan, Senior Environmental Planner
County of Riverside

Recorded at request of and return to:
City of Desert Hot Springs
11999 Palm Drive
Desert Hot Springs, CA 92240

Dept to record
Grant Deed

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

JM:kt/01042023/425FM/30.878

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

DTT: 0

PROJECT: Desert Hot Springs Library
APN's: 664-190-027

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

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

GRANTS to the CITY OF DESERT HOT SPRINGS, a California municipal corporation, the real
property in the County of Riverside, State of California, described as:

See Exhibit "A" attached hereto
And made part hereof

Dated: 1/9/2024

GRANTOR:

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

By: Chuck Washington
CHUCK WASHINGTON Chair
Board of Supervisors

ATTEST:
Kimberly Rector
Clerk of the Board

By: Dana Smith
Deputy

FORM APPROVED COUNTY COUNSEL
BY: BRADEN J. HOLLY 12/6/23
DATE

JAN 9 2024 3.19

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

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

That portion of the Southeast one-quarter of the Southeast one-quarter of Section 25, Township 2 South, Range 4 East, San Bernardino Base and Meridian in the City of Desert Hot Springs, County of Riverside, State of California, described as follows:

Beginning at the Southeast corner of said Section 25;
Thence North $00^{\circ}14'00''$ West along the East line of said Section 25, a distance of 635.31 feet to the point of beginning;
Thence continuing North $00^{\circ}14'00''$ West along said East line, a distance of 15.00 feet;
Thence North $89^{\circ}52'58''$ West, a distance of 208.00 feet;
Thence South $00^{\circ}07'02''$ East, a distance of 48.00 feet;
Thence South $89^{\circ}52'58''$ East, a distance of 97.00 feet;
Thence North $00^{\circ}14'00''$ West, a distance of 33.00 feet;
Thence South $89^{\circ}52'58''$ East, a distance of 111.00 feet to the true point of beginning.

Excepting therefrom the Easterly 40 feet in West Drive.

Assessor's Parcel No: 664-190-027

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated as November 30, 2023 from the Grantor, the County of Riverside, a political subdivision of the State of California, granted to the Grantee, the City of Desert Hot Springs, a municipal corporation, is hereby accepted by the undersigned on behalf of the City Council of the City of Desert Hot Springs pursuant to the authority contained conferred by Resolution No. 1997-33, and consents to recordation thereof by its duly authorized officer.

Dated this 30th day of November, 2023.



By: _____
Frank Luckino, City Manager

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

STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE } §

On January 09, 2024, before me, Breanna Smith, Board Assistant, personally appeared Chuck Washington, Chair of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the 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

Kimberly A. Rector
Clerk of the Board of Supervisors

By: Breanna Smith
Deputy Clerk

(SEAL)

PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

CLARIFICATION FOR SEAL for the Riverside County Board of Supervisors
(EMBOSSSED ON DOCUMENT)



Date: 01/09/2024

Signature: _____

Print Name: Breanna Smith, Clerk of the Board Assistant

**AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

BY AND BETWEEN

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

AS SELLER

AND

**CITY OF DESERT HOT SPRINGS,
a California municipal corporation**

AS BUYER

RELATING TO

11691 West Drive, Desert Hot Springs, California 92240

**Assessor's Parcel Numbers:
664-190-027**

**AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into this _____ day of _____, 2023, by and between the CITY OF DESERT HOT SPRINGS, A CALIFORNIA MUNICIPAL CORPORATION ("Buyer") and COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Seller"); sometimes collectively hereinafter referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS Seller is the owner of the Property (as defined in Section 1 below) and has determined that the Property is no longer required for its own use; and

WHEREAS the Seller desires to sell, and Buyer desires to purchase, the Property, and the Parties desire to enter into this Agreement to provide the terms and conditions for the Parties to complete the sale by the Seller of the Property to the Buyer; and

WHEREAS the Parties desire to enter into this Agreement to provide a binding process for the Parties to complete the sale by the Seller to Buyer; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto do hereby agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms will be defined as follows:

(a) **Effective Date:** The Effective Date is the last date on which this Agreement is fully executed by Buyer or Seller as listed on the signature page of this Agreement.

(b) **Property:** Seller is the owner of certain real property located in the City of Desert Hot Springs, County of Riverside, State of California, consisting of approximately 0.13 acres of land, containing approximately a 3,520 square foot vacant former public library building and the related improvements, commonly known as 11691 West Drive, Desert Hot Springs, California, identified by Assessor's Parcel Number 664-190-027, which is more particularly described in Exhibit "A," attached hereto and incorporated herein ("Property");

(c) **Purchase Price:** The Purchase Price for the Property is Three-Hundred Fifty Thousand Dollars (\$350,000).

(d) **Escrow Holder:** Lawyers Title Company at the address set forth in subsection (h) below. The escrow has been assigned to Debbie Strickland as the Escrow Officer.

(e) **Title Company:** Lawyers Title Company at the address set forth in subsection (h) below; Barbara Northrup is assigned as the Title Officer.

(f) **Closing and Close of Escrow:** The Closing or the Close of Escrow will be deemed to have occurred when the Grant Deed (as defined in Section 5.1) is recorded in the

Official Records of the County of Riverside. The terms "Closing" and "Close of Escrow" are used interchangeably in this Agreement.

(g) **Closing Date:** The Closing Date shall occur on or before sixty (60) days from the Effective Date, unless extended by mutual approval of the Parties hereto. If the escrow is not closed on or before sixty (60) days from the Effective Date or otherwise extended by mutual approval, then either Party may elect to cancel escrow by providing a written notice to the other Party and to Lawyers Title Company and paying any and all Escrow cancellation fees. If no demand for cancellation is made, then Escrow will close as soon as possible.

(h) **Notices:** In the event either Party desires or is required to give notice to the other Party in connection with this Agreement, the same shall be in writing and shall be deemed to have been given when delivered in person, when delivered (or delivery is refused by recipient) by recognized overnight air courier service (such as FedEx, UPS or USPS), when delivered by email transmission (provided that such email transmission is followed by delivery in person, or by overnight courier or certified mail), or three (3) days after deposit with the United States Postal Service, certified mail receipt requested addressed to Buyer or Seller at the appropriate address as set forth in this subsection (h) below. Notices will be sent as follows to:

Seller: County of Riverside
Attn: Vincent Yzaguirre
3450 14th Street, Suite 200
Riverside, CA 92501
Telephone: (951) 955-9011
Email: vyzaguirre@rivco.org

Buyer: City of Desert Hot Springs
Attn: Doria Wilms
11999 Palm Drive
Desert Hot Springs, CA 92240
Telephone: (760) 329-6411
Email: dwilms@cityofdhs.org

Escrow Holder: Lawyers Title Company
Attn: Debbie Strickland
3480 Vine Street, Suite 300
Riverside, CA 92507
Telephone: (951) 248-0660
Email: DStrickland@ltic.com

Title Company: Lawyers Title Company
3480 Vine Street, Suite 300
Riverside, CA 92507
Attn: Barbara Northrup
Telephone: (951) 248-0669
Email: TU65@LTIC.COM

(i) **Exhibits:**
Exhibit "A" – Legal Description of Property
Exhibit "B" – Form of Grant Deed
Exhibit "C" – Preliminary Title Report

2. **Purchase and Sale.** Upon and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell the Property to Buyer and Buyer agrees to buy the Property from Seller, together with all easements, appurtenances thereto, and all improvements and fixtures situated thereon.

3. **Purchase Price.** The Purchase Price for the Property will be paid as follows:

Prior to the Close of Escrow, as described in section 1(f) above, Buyer shall deposit an amount equal to the sum of the Purchase Price plus a good faith estimate of Buyer's share of all costs, expenses and prorations under this Agreement into Escrow in the form of a wire transfer or other immediately available funds. Escrow Holder shall deposit said funds in an interest-bearing account which shall be applied against the Purchase Price at closing and any overages, including the interest, shall be returned to Buyer at Close of Escrow.

4. **Escrow.** Buyer and Seller shall open an escrow (the "**Escrow**") with Escrow Holder within five (5) business days after the Effective Date by delivering to Escrow Holder fully executed original or originally executed counterparts of this Agreement. The date Escrow is opened shall be the official Opening Date of Escrow referenced herein. This Purchase shall be contingent upon the approval of the Board of Supervisors of the Authorization to Convey and this Purchase and Sale Agreement and Joint Escrow Instructions document. This contingency will be removed from Escrow upon the receipt of the executed Purchase and Sale Agreement and Joint Escrow Instructions document signed by Chairman of the Board of Supervisors. Buyer and Seller agree to execute any additional instructions, as reasonably required by the Escrow Holder. If there is a conflict between any printed escrow instructions and this Agreement, the terms of this Agreement will govern.

5. **Deliveries to Escrow Holder.**

5.1 By Seller. At least one (1) business day prior to the Closing Date, Seller will deliver or cause to be delivered to Escrow Holder the following items:

(a) A Grant Deed ("**Grant Deed**"), in the form attached to this Agreement as Exhibit "B", duly executed and acknowledged by Seller and in recordable form, conveying the Property to Buyer;

(b) A Transferor's Certificate of Non-Foreign Status ("**FIRPTA Certificate**").

5.2 By Buyer. At least one (1) business day prior to the Closing Date (and in any event in a manner sufficient to allow Escrow to close not later than the Closing Date), Buyer will deliver or cause to be delivered to Escrow Holder the following items:

(a) The Purchase Price in accordance with Section 3, above; and

(b) The amount due Seller and any third parties, if any, after the prorations are computed in accordance with Section 12 below.

5.3 By Buyer and Seller. Buyer and Seller will each deposit such other instruments consistent with this Agreement and as reasonably required by Escrow Holder or otherwise required to close Escrow. In addition, Seller and Buyer will designate the Title

Company as the “**Reporting Person**” for the subject transaction, pursuant to Section 6045(e) of the Internal Revenue Code.

6. **Title Report.** Buyer has obtained Preliminary Title Report #622650360, dated October 18, 2022, (“PTR”) for the Property prepared by Lawyers Title Company, together with copies of the exceptions to title described in the Preliminary Title Report, attached hereto as Exhibit “C” and incorporated herein by reference.

7. **Conditions to the Close of Escrow.**

7.1 Conditions Precedent to Buyer’s Obligations. The following conditions to Buyer’s obligation to close Escrow must be satisfied not later than the Closing Date or such other period of time as may be specified below:

(a) Title. At the Close of Escrow, the Property will be conveyed with clear and marketable title, free of any loans, liens and encumbrances of any kind, to Buyer by the Seller by Grant Deed, and as a condition to Buyer’s obligation to close, the Title Company shall agree to issue the Title Policy to Buyer with coverage in the amount of the Purchase Price, listing the following as exceptions (“**Permitted Exceptions**”):

(i) Matters of title respecting the Property approved or deemed approved by Buyer in accordance with this Agreement;

(ii) Matters affecting the condition of title to the Property created by or with the written consent of Buyer;

(iii) Non-delinquent real property taxes (if any); and

(iv) Non-monetary encumbrances in the PTR that are approved by Buyer as provided in this subparagraph (iv). Buyer shall have the right to review and approve or disapprove any exceptions in the PTR that relate to the Property, at Buyer’s sole cost and expense. Within ten (10) business days after receipt of the PTR and copies of all documents listed in the PTR as exceptions, Buyer shall provide notice in writing to Seller in the event that Buyer objects to exceptions (collectively, the “**Objectionable Exceptions**”), as shown in the PTR. Seller will have ten (10) days after receipt of Buyer’s notice of Objectionable Exceptions to advise Buyer in writing whether Seller will eliminate or ameliorate the Objectionable Exceptions. If the Seller elects not to or is unable to eliminate or ameliorate the Objectionable Exceptions, then Buyer shall have the right to, by a writing delivered to Seller and Escrow Holder:

(A) Waive its prior disapproval, in which event the disapproved matters shall be deemed approved, and proceed with the purchase to acquire the Property, subject to the Objectionable Exceptions without reduction in the Purchase Price and subject to satisfaction of Buyer’s other conditions; or

(B) Cancel the Escrow and this Agreement by written notice to Seller and the Escrow Holder, in which case any deposit, together with interest thereon will be returned to Buyer and the cancellation costs, if any, will be borne by Buyer.

(C) If Seller commits to remove any of the Objectionable Exceptions and fails to do so by the Closing Date, then Seller may be declared in default under this Agreement and Buyer may, at Buyer’s election, terminate this Agreement and pursue its remedies as set forth herein and any remedies available to Buyer at law or in equity, provided such failure was not as a result of Seller pursuing in good faith to remove any of the Objectionable Exceptions committed by Seller to remove and was unsuccessful due to factors beyond the

control of the Seller. All exceptions in the PTR that are approved by Buyer, together with all applicable laws, ordinances, rules and regulations of any applicable governmental authority and any matters that have been disclosed by an accurate survey provided to Buyer or by a reasonable physical inspection of the Property shall be referred to herein as "Permitted Exceptions".

(b) Title Insurance. As of the Close of Escrow, the Title Company will issue, or have committed to issue, the Title Policy to Buyer with only the Permitted Exceptions, as set forth in detail in section 10 below.

(c) Delivery of Information. Within five (5) days after the Opening of Escrow, Seller shall deliver to Buyer the original or true copies of all surveys, plans, and specifications, residential disclosure statements (as required), building conditions audits, past hazardous material studies, as-built drawings, building permits, certificates of occupancy, certificates of completion, soil reports, engineers' reports, other contracts, but not limited to, studies, and similar information which Seller may have in its possession relating to the Property, except as specifically set forth herein, Seller makes no warranty regarding the contents of such items. If the Escrow shall fail to close for any reason, all such items shall be immediately returned to Seller.

(d) The conditions set forth in this Section 7.1 are solely for the benefit of Buyer and may be waived only by Buyer. At all times Buyer has the right to waive any condition. Such waiver or waivers must be in writing to Seller and Escrow Holder.

(e) The Close of Escrow and Buyer's obligations with respect to this transaction are subject to Seller's delivery to Escrow Holder on or before the Closing Date the items described in Sections 5.1 and 5.3 above and the removal or waiver of the items described in this Section 7.1.

7.2 Conditions Precedent to Seller's Obligations. The following shall be conditions precedent to Seller's obligation to consummate the Purchase and Sale transaction contemplated herein:

(a) Buyer shall have delivered to Escrow Holder, prior to the Closing, for disbursement as directed hereunder, an amount equal to the Purchase Price and any other funds in accordance with this Agreement;

(b) Buyer shall have delivered to Escrow Holder the items described in Paragraphs 5.2 and 5.3 above; and

(c) The conditions set forth in the Section 7.2 are solely for the benefit of Seller and may be waived only by the Seller. At all times Seller has the right to waive any condition. Such waiver or waivers must be in writing to Buyer and Escrow Holder.

7.3 Termination of Agreement. Buyer shall have forty-five (45) days from the Effective Date to approve or disapprove of the condition of the Property ("Due Diligence Period"). During this Due Diligence Period, Buyer may cancel escrow for any reason whatsoever, by providing written notice to Seller and Escrow of its intention to cancel said escrow.

8. **Due Diligence by Buyer**. Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of this transaction

for the purpose of conducting due diligence, including making necessary or appropriate inspections.

8.1 Matters to Be Reviewed. Buyer must complete its due diligence investigation of and approve each of the following matters prior to the Close of Escrow:

(a) The physical condition of the Property, including without limitation, any structural components, electrical, system, plumbing or any irrigation system, paving, soil conditions, the status of the Property with respect to hazardous and toxic materials, if any, and in compliance with all applicable laws including any laws relating to hazardous and toxic materials and all applicable laws;

(b) All applicable government ordinances, rules, and regulations of Seller's compliance therewith including, but not limited to, zoning and building regulations; and

(c) All licenses, permits, and other governmental approvals and/or authorizations relating to the Property which shall remain in effect after the Close of Escrow.

8.2 Due Diligence Requirements.

(a) Subject to Section 16.4 below, Buyer shall only conduct a visual inspection of the Property and shall have no right to conduct any physical testing, boring, sampling or removal (collectively, "Physical Testing") of any portion of the Property without first obtaining Seller's prior written consent, which shall not be unreasonably withheld. If Buyer wishes to conduct any Physical Testing on any portion of the Property, Buyer shall submit a work plan to Seller for Seller's prior written approval.

(b) At least forty-eight (48) hours prior to any entry thereon to the Property by Buyer and/or its agents, employees, representatives or contractors (collectively, "Buyer's Agents") for the purpose of conducting Buyer's investigations, Buyer shall provide Seller with sufficient evidence to show that Buyer's Agents who are to enter thereon to the Property are adequately covered by policies of insurance issued by a carrier reasonably acceptable to Seller insuring Buyer and Seller against any and all liability arising out of the entry and activities of Buyer's Agents' upon the Property, including, without limitation, any loss or damage to the Property or Transferred Personal Property arising therefrom, with coverage in the amount of not less than One Million Dollars (\$1,000,000) per occurrence.

(c) Buyer shall, at its sole cost and expense, comply with all applicable federal, state and local laws, statutes, rules, regulations, ordinances or policies in conducting Buyer's investigations and any Physical Testing relating thereto.

(d) Buyer shall, at its sole cost and expense, clean up, restore and repair the Property and any other portion thereof altered in any manner by Buyer or Buyer's Agents, after Buyer's or Buyer's Agents' entry thereon so that said property shall be returned to the same condition that existed prior to Buyer's or Buyer's Agents' entry thereon.

(e) Buyer shall provide to Seller, upon Seller's written request, with a copy of any and all information, materials and data that Buyer and/or Buyer's Agents discover, obtain or generate in connection with or resulting from Buyer's investigations and/or Physical Testing under this Section 8.2.

(f) Buyer hereby agrees to protect, indemnify, defend, and hold harmless Seller from and against any and all losses, obligations, liabilities, claims, liens, stop notices, actions, damages and/or expenses caused by reason of Buyer's or Buyer's Agent's

entries thereon to the Property prior to the Close of Escrow pursuant to the foregoing. Buyer shall keep the Property free of mechanic's liens related to the activities of Buyer or Buyer's Agents. This Section 8.2 shall survive the Closing or termination of this Agreement.

8.3 Material New Matters. If Buyer discovers any new matter prior to Close of Escrow which was not disclosed by Seller prior to the Close of Escrow or not reasonably discoverable prior to the Close of Escrow ("New Matter"), and that New Matter is one which would appear as an exception to the Title Policy or is materially inconsistent with a disclosure by Seller or with any representations or warranties contained in Section 16.2 below, and such New Matter is of such a nature that, in Buyer's reasonable judgment, it would materially and adversely affect the acquisition, development, sale or use of the Property for Buyer's intended purpose, then Buyer shall be entitled to treat such New Matter as a failure of condition to the Close of Escrow. If Buyer elects to treat such New Matter as a failure of condition to the Close of Escrow, then Buyer shall give notice to Seller of Buyer's election to terminate this Agreement within fifteen (15) days of Buyer's obtaining knowledge of such New Matter, but in no event later than the Closing Date. However, if Buyer gives Seller notice of its election to terminate this Agreement, under this Section 8.3, Seller may elect, in its sole and absolute discretion, by written notice to Buyer and to Escrow Holder, within five (5) business days following Seller's receipt of Buyer's notice, to correct the New Matter prior to the Close of Escrow. If Seller elects to correct the New Matter, Seller will be entitled to extend the Close of Escrow for not more than twenty (20) days in order to correct the New Matter and, in such event, Buyer may not terminate this Agreement. If Seller fails to correct the New Matter by the Closing Date as extended, Buyer may terminate this Agreement.

8.4 AS-IS Sale. BUYER ACKNOWLEDGES THAT IT HAS INSPECTED, OR WILL HAVE AN OPPORTUNITY TO INSPECT, TO ITS SATISFACTION PRIOR TO THE CLOSING, THE PROPERTY AND ALL FACTORS RELEVANT TO ITS OWNERSHIP AND USE OF THE PROPERTY. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT MADE ANY REPRESENTATIONS, WARRANTIES, GUARANTIES, PROMISES, STATEMENTS, OR ASSURANCES WHATSOEVER, EXPRESS OR IMPLIED, DIRECTLY OR THROUGH ANY EMPLOYEE OR AGENT, AS TO THE CONDITION OF THE PROPERTY, OR ANY OTHER MATTER, INCLUDING, BUT NOT LIMITED TO, HAZARDOUS SUBSTANCES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING IN ANY WAY, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, SELLER EXPRESSLY DISCLAIMS MAKING OR HAVING MADE ANY REPRESENTATIONS OR WARRANTY WITH RESPECT TO ANY DOCUMENTS AND MATERIALS FURNISHED BY SELLER. BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT FOR SELLER'S EXPRESS COVENANTS, REPRESENTATIONS AND WARRANTIES CONTAINED IN THE AGREEMENT, SELLER SPECIFICALLY DISCLAIMS: (A) ALL MATTERS RELATING TO THE TITLE TOGETHER WITH ALL GOVERNMENTAL AND OTHER LEGAL REQUIREMENTS SUCH AS TAXES, ASSESSMENTS, ZONING, USE PERMIT REQUIREMENTS, TENTATIVE MAP CONDITIONS, BUILDING PERMIT REQUIREMENTS, BUILDING CODES, AND OTHER DEVELOPMENT REQUIREMENTS; (B) THE PHYSICAL CONDITION OF THE PROPERTY; (C) ALL OTHER MATTERS OF ANY SIGNIFICANCE AFFECTING THE PROPERTY, WHETHER PHYSICAL IN NATURE OR INTANGIBLE IN NATURE, SUCH AS THE POLITICAL CLIMATE WITH RESPECT TO THE GOVERNMENTAL AGENCIES THAT HAVE JURISDICTION OVER THE PROPERTY, DEVELOPMENT OF THE PROPERTY OR THE OPERATION OF THE PROPERTY; (D) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY; (E) THE ECONOMICS OF THE PRESENT OR FUTURE OWNERSHIP AND/OR OPERATION OF THE PROPERTY AND TRANSFERRED PERSONAL

PROPERTY; (F) ENTITLEMENTS, ZONING, DENSITY, AND OTHER MATTERS WHICH MAY IMPACT THE FUTURE DEVELOPMENT OF THE PROPERTY; AND (G) THE EXISTENCE OF HAZARDOUS SUBSTANCES IN, UNDER, OR AFFECTING THE PROPERTY AND TRANSFERRED PERSONAL PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS PURCHASING THE PROPERTY AND TRANSFERRED PERSONAL PROPERTY "AS IS WITH ALL DEFECTS" BASED UPON BUYER'S OWN INSPECTION OF THE PROPERTY.

9. **Conditions Precedent to Seller's Obligation.** The Close of Escrow and Seller's obligations with respect to this transaction are subject to Buyer's delivery to Escrow Holder on or before the Closing Date of the Purchase Price and items described in Sections 5.2 and 5.3.

10. **Title Insurance.** At the Close of Escrow, the Title Company will issue to Buyer, at Seller's expense, a CLTA standard coverage owner's policy in an amount equal to the Purchase Price showing fee title to the Property vested in Buyer subject only to the Permitted Exceptions ("**Title Policy**") and the standard printed exceptions and conditions in the policy of title insurance. If Buyer elects to obtain any endorsements or an ALTA Extended Policy of Title, the additional premium and costs of the policy survey for the ALTA Extended policy of title and the cost of any endorsements will be at Buyer's sole cost and expense; however, Buyer's election to obtain an ALTA extended policy of title will not delay the Closing. Further, Buyer's inability to obtain an ALTA extended policy of title or any such endorsements will not be deemed to be a failure of any condition to Closing.

11. **Costs and Expenses.** Seller and Buyer shall deposit or provide for with Escrow Holder sufficient funds to pay for their respective share of costs and expenses.

11.1 Seller will pay:

- (a) One half (1/2) of escrow costs and fees;
- (b) All costs associated with removing any debt or liens encumbering the Property;
- (c) All costs associated with Seller's attorneys' fees and Seller's cost to transact;
- (d) Seller's share of prorations, if applicable; and
- (e) CLTA standard coverage title policy.

11.2 Buyer will pay:

- (a) One half (1/2) of escrow and all transfer taxes, recording costs/fees;
- (b) ALTA Extended Owner's Policy and any title endorsements, if elected by the Buyer;
- (c) All costs associated with Buyer's attorneys' fees and Buyer's cost to transact; and
- (d) Buyers share of prorations, if applicable.

12. Prorations; Closing Statement.

12.1 Tax Exempt Agency. All Parties hereto acknowledge that the Buyer and Seller are public entities and exempt from payment of any real property taxes. There will be no proration of taxes through escrow.

12.2 Utility Deposits. Seller will notify all utility companies servicing the Property of the sale of the Property to Buyer and will request that such companies send Seller a final bill for the period ending on the last day before the Close of Escrow. Buyer will notify the utility companies that all utility bills for the period commencing on the Close of Escrow are to be sent to Buyer. If Seller receives a bill for utilities provided to the Property for the period in which the Close of Escrow occurred, Seller shall be responsible to pay the bill.

12.3 Method of Proration. For purposes of calculating prorations, Buyer shall be deemed to be in title to the Property, and therefore entitled to the income there from and responsible for the expenses thereof, for the entire day upon which the Closing occurs. All prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The obligations of the Parties pursuant to this Section 12 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.

12.4 Closing Statements. Seller and Buyer shall each provide Escrow Holder with the information necessary to allow Escrow Holder to prepare a preliminary closing statement for the transaction ("Preliminary Closing Statement"), which shall show the net amount due to each party under this Agreement, including the balance of the Purchase Price payable by Buyer and the adjustments and prorations set forth herein. Once the Preliminary Closing Statement is signed by Seller and Buyer, then Escrow Holder, for purposes of closing Escrow, shall be entitled to rely upon the information set forth in the Preliminary Closing Statement. The Parties acknowledge that the Preliminary Closing Statement is a good faith estimate of the closing costs and may vary at the time of Closing.

13. Disbursements and Other Actions by Escrow Holder. At the Close of Escrow, Escrow Holder will promptly undertake all of the following:

13.1 Funds. Promptly upon Close of Escrow, disburse all funds deposited with Escrow Holder by Buyer in payment of the Purchase Price as follows: (a) deduct or credit all

items chargeable to the account of Seller and/or Buyer pursuant to Sections 11 and 12, (b) disburse the balance of the Purchase Price to the Seller, and (c) disburse any excess proceeds deposited by Buyer to Buyer.

13.2 Recording. Cause the Grant Deed to be recorded with the County Recorder and obtain conformed copies thereof for distribution to Buyer and Seller.

13.3 Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

13.4 Delivery of Documents to Buyer and Seller. Deliver to Buyer the FIRPTA Certificate and any other documents (or copies thereof) deposited into Escrow by Seller. Deliver to Seller any other documents (or copies thereof) deposited into Escrow by Buyer.

14. **Joint Representations and Warranties**. In addition to any express agreements of the Parties contained herein, the following constitute representations and warranties of the Parties each to the other:

14.1 Each Party has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, to perform its obligations under and to consummate the transaction completed by this Agreement.

14.2 At Close of Escrow, all requisite action (corporate, trust, partnership, or otherwise) has been taken by each Party in connection with the entering into of this Agreement, the instruments referenced herein and the consummation of this transaction. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

14.3 The individuals executing this Agreement and the instruments referenced herein on behalf of each Party and the partners, officers, or trustees of each Party, if any, have the legal power, right, and actual authority to bind each Party to the terms and conditions of those documents.

14.4 This Agreement and all other documents required to close this transaction are and will be valid legally binding obligations of, and enforceable against, each Party in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws, or similar laws or equitable principles affecting or limiting the rights of contracting Parties generally.

14.5 At Closing, Seller shall convey the Property to Buyer in "as-is" physical condition with clear and marketable title, free and clear of any and all liens, encumbrances, easements, restrictions, rights, and conditions of any kind whatsoever, except those which are approved by Buyer in accordance with Section 7 above.

15. **Indemnification.**

15.1 Indemnification by Seller. Seller agrees to indemnify, defend, and hold Buyer harmless for, from and against any and all claims, demands, liens, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages and losses, cause or causes of action and suit, or suits of any nature whatsoever, arising from any misrepresentation or breach of warranty or covenant by Seller in this Agreement.

15.2 Indemnification by Buyer. Buyer agrees to indemnify, defend, and hold Seller harmless for, from and against any and all claims, demands, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages and losses, cause or causes of action and suit, or suits arising out of any misrepresentation or breach of warranty or covenant by Buyer in this Agreement.

16. **Hazardous Substances.**

16.1 Definitions. For the purposes of this Agreement, the following terms have the following meanings:

(a) "Environmental Law" means any law, statute, ordinance, or regulation pertaining to health, industrial hygiene or the environment including, without limitation CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976);

(b) "Hazardous Substance" means any substance, material, or waste which is or becomes designated, classified, or regulated as being "toxic" or "hazardous" or a "pollutant" or which is or becomes similarly designated, classified, or regulated, under any Environmental Law, including asbestos, petroleum, and petroleum products; and

(c) "Environmental Audit" means an environmental audit, review, or testing of the Property performed by Buyer or, any third party or consultant engaged by Buyer to conduct such study.

16.2 Seller's Representations and Warranties. Buyer acknowledges that with the exception of those representations and warranties expressly made by Seller in this Section 16, Buyer is acquiring the Property and every portion thereof **"AS-IS, WHERE-IS, IN ITS CURRENT CONDITION, WITH ALL FAULTS"** and in reliance upon its own studies, investigations and due diligence and that no person acting on behalf of Seller is authorized to make and Seller has not made and does not make any representations or warranties of any kind or character whatsoever with regard to the Property. Seller hereby represents and warrants as follows with regard to any reference in this Agreement, including this Section 16, that "Seller's Actual Knowledge" shall mean the current, personal knowledge, without duty to inquiry or independent investigation, of personnel within the County of Riverside's Department of Facilities Management – Real Estate Division and with no constructive or imputed knowledge. Buyer acknowledges, however, that the aforementioned individuals are not personally liable for the matters within Seller's knowledge but are merely the individuals whose knowledge is attributable to Seller. As of the date of this Agreement, to Seller's Actual Knowledge:

(a) No Hazardous Substances exist now or have been used or stored on or within any portion of the Property except those substances which are or have been used or stored on the Property by Seller in the normal course of use and operation of the Property and in compliance with all applicable Environmental Laws;

(b) Seller has not been notified and is not aware of any federal, state, or local enforcement, clean-up, removal, remedial, or other governmental or regulatory actions instituted or completed affecting the Property;

(c) Seller has not been notified and is not aware of any claims made by any third party relating to any Hazardous Substances on or within the Property; and

(d) Seller has not been notified and is not aware of any disposal of Hazardous Substances or accidental spills which may have contaminated the Property. Seller has not been notified and is not aware of any on-site bulk storage of vehicle fuels or waste oils.

16.3 Notices Regarding Hazardous Substances. During the term of this Agreement, Seller will promptly notify Buyer if it obtains knowledge that Seller or the Property may be subject to any threatened or pending investigation by any governmental agency under any law, regulation, or ordinance pertaining to any Hazardous Substance.

16.4 Environmental Audit. Buyer may order, at its sole cost and expense, an Environmental Audit, and it shall do so prior to the end of the Contingency Period and may quit this transaction if Buyer identifies problems in its sole and subjective judgment that would preclude continuing with this transaction:

(a) The Environmental Audit shall be conducted pursuant to standard quality control/quality assurance procedures. Buyer shall give Seller at least two (2) business days' prior notice of any on-site testing of soil or subsurface conditions and shall submit a copy of Buyer's work plan to Seller for Seller's reasonable approval;

(b) Any groundwater, soil, or other samples taken from the Property will be properly disposed of by Buyer at Buyer's sole cost and in accordance with all applicable laws. Buyer shall promptly restore the Property to the condition in which it was found immediately prior to Buyer's Environmental Audit; and

(c) Buyer hereby agrees to protect, indemnify, defend, and hold harmless Seller from and against any and all losses, liabilities, claims, liens, stop notices, actions, obligations, damages, and/or expenses caused by reason of Buyer's (or its agent's, employee's or independent contractor's) entry onto the Property prior to the Close of Escrow pursuant to the foregoing. Buyer shall keep the Property free of mechanic's liens related to the activities of Buyer.

17 **Miscellaneous.**

17.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all Parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

17.2 Partial Invalidity. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

17.3 Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof or of any other

covenant or other provision contained herein. No extension of time for performance or any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving Party which will be extended by a period of time equal to the period of the delay.

17.4 Successors and Assigns. Neither Party shall transfer or assign its rights or responsibilities under this Agreement without the express written consent of the other Party. This Agreement is for the benefit of, and is binding on, the Parties and their successors and permitted assigns.

17.5 Entire Agreement. This Agreement, including all Exhibits attached hereto, constitutes the entire understanding between the Parties hereto and may not be modified except by an instrument in writing signed by the Party to be charged.

17.6 Time of Essence. Seller and Buyer hereby acknowledge and agree that time is of the essence with respect to each and every term, condition, obligation, and provision hereof.

17.7 Governing Law. The Parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the Superior Court of California located in the County of Riverside.

17.8 No Recordation. No memorandum or other document relating to this Agreement shall be recorded without the prior written consent of Seller and Buyer.

17.9 Survival. Sections 12, 15, 16, and 17 and any other provisions of this Agreement which by their terms require performance by either Party after the Close of Escrow shall survive the Close of Escrow.

17.10 Brokers. Buyer is not represented by a real estate broker and does not request a commission be paid by Seller. Seller is not represented by a real estate broker and does not request a commission to be paid by Buyer.

17.11 Exhibits. Each exhibit attached hereto is incorporated herein by this reference as if set forth in full in the body of this Agreement.

17.12 Not a Partnership. The provisions of this Agreement are not intended to create, nor will they be in any way interpreted to create a joint venture, a partnership, or any other similar relationship between the Parties.


[Signatures Provisions on the Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement of Purchase and Sale and Joint Escrow Instructions as of the date and year.

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

BUYER:
City of Desert Hot Springs, a California
Municipal Corporation

By: 
CHUCK WASHINGTON

By: 
Frank Luckino

CHAIR, BOARD OF SUPERVISORS

City Manager

Date: 1/9/24

Date: 11/28/2023

ATTEST:
Kimberly Rector
Clerk of the Board

ATTEST:


By: 
Deputy

By: 
Jerryl Soriano, City Clerk

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

APPROVED AS TO FORM:

By: 
~~Caroline Monroy~~ Braden Holly
Deputy County Counsel

By: 
Jennifer Mizrahi, City Attorney

JM:kt/12052022/425FM/30.865

Brother Holly

...

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

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

That portion of the Southeast one-quarter of the Southeast one-quarter of Section 25, Township 2 South, Range 4 East, San Bernardino Base and Meridian in the City of Desert Hot Springs, County of Riverside, State of California, described as follows:

Beginning at the Southeast corner of said Section 25;

Thence North 00°14'00" West along the East line of said Southeast 25, a distance of 635.31 feet to the point of beginning;

Thence continuing North 00°14'00" West along said East line, a distance of 15.00 feet;

Thence North 89°52'58" West, a distance of 208.00 feet;

Thence South 00°07'02" East, a distance of 48.00 feet;

Thence South 89°52'58" East, a distance of 97.00 feet;

Thence North 00°14'00" West, a distance of 33.00 feet;

Thence South 89°52'58" East, a distance of 111.00 feet to the true point of beginning.

Excepting therefrom the Easterly 40 feet in West Drive.

Assessor's Parcel No: 664-190-027

EXHIBIT "B"
FORM OF GRANT DEED

Recorded at request of and return to:
City of Desert Hot Springs
11999 Palm Drive
Desert Hot Springs, CA 92240

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

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

PROJECT: Desert Hot Springs Library
APN's: 664-190-027

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

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

GRANTS to the CITY OF DESERT HOT SPRINGS, a California municipal corporation, the real property in the County of Riverside, State of California, described as:

See Exhibit "A" attached hereto
And made part hereof

Dated: _____

GRANTOR:

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

By: _____
Kevin Jefferies, Chair
Board of Supervisors

ATTEST:
Kimberly Rector
Clerk of the Board

By: _____
Deputy

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

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

That portion of the Southeast one-quarter of the Southeast one-quarter of Section 25, Township 2 South, Range 4 East, San Bernardino Base and Meridian in the City of Desert Hot Springs, County of Riverside, State of California, described as follows:

Beginning at the Southeast corner of said Section 25;

Thence North 00°14'00" West along the East line of said Southeast 25, a distance of 635.31 feet to the point of beginning;

Thence continuing North 00°14'00" West along said East line, a distance of 15.00 feet;

Thence North 89°52'58" West, a distance of 208.00 feet;

Thence South 00°07'02" East, a distance of 48.00 feet;

Thence South 89°52'58" East, a distance of 97.00 feet;

Thence North 00°14'00" West, a distance of 33.00 feet;

Thence South 89°52'58" East, a distance of 111.00 feet to the true point of beginning.

Excepting therefrom the Easterly 40 feet in West Drive.

Assessor's Parcel No: 664-190-027

CERTIFICATE OF ACCEPTANCE

Exhibit "C"
PRELIMINARY TITLE REPORT

PRELIMINARY TITLE REPORT

THE PRESS-ENTERPRISE

KEEP YOUR EYES ON THE 'PRISE

pe.com

3512 14 Street
Riverside, California 92501
(951) 368-9229
neller@scng.com

County of Riverside - Clerk of the Board
PO Box 1147
Riverside, California 92502

<i>Account Number:</i>	5209148
<i>Ad Order Number:</i>	0011642032
<i>Customer's Reference/PO Number:</i>	
<i>Publication:</i>	The Press-Enterprise
<i>Publication Dates:</i>	01/15/2024
<i>Total Amount:</i>	\$2036.79
<i>Payment Amount:</i>	\$0.00
<i>Amount Due:</i>	\$2036.79
<i>Notice ID:</i>	h212R02sw0wxpedVDBYw
<i>Invoice Text:</i>	

1/9/24
3.19

THE PRESS-ENTERPRISE

KEEP YOUR EYES ON THE 'PRISE
pe.com

The Press-Enterprise
3512 14 Street
Riverside, California 92501
(951) 368-9229

County of Riverside - Clerk of the Board
PO Box 1147
Riverside, California 92502

Publication: The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc: 0011642032

FILE NO. 0011642032

PROOF OF PUBLICATION

I am a citizen of the United States. I am over the age of eighteen years and not party to or interested in the above-entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper of general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

01/15/2024

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Date: January 15, 2024.
At: Riverside, California



Signature

Board of Supervisors

County of Riverside

**Resolution No. 2023-018
A Resolution of the Board of Supervisors of the County of Riverside
Granting Authorization to Convey Fee Simple Interest in
Real Property in the City of Desert Hot Springs, County of Riverside,
California, Assessor's Parcel Number 664-190-027
by Grant Deed to the City of Desert Hot Springs**

WHEREAS, the County of Riverside is the owner of certain real property in the City of Desert Hot Springs, County of Riverside, State of California, identified as Assessor's Parcel Number 664-190-027 (the "Property");

WHEREAS, the Property consists of 0.13 acres of land and includes improvements of a 3,520 square foot former public library office building which is currently vacant;

WHEREAS, the County of Riverside desires to transfer the Property to the City of Desert Hot Springs;

WHEREAS, pursuant to California Government Code Section 221(b)(1), "surplus land" means land owned in fee simple by any local agency for which the local agency's governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency's use";

WHEREAS, "land must be declared either "surplus" or "exempt surplus" as supported by written findings before a local agency may take any action to dispose of it consistent with an agency's policies or procedures;

WHEREAS, the County of Riverside deems the Property as an uneconomical remnant, which is no longer required for County uses or purposes;

WHEREAS, pursuant to California Government Code Section 54221(f)(1)(D) and the Surplus Land Act Guidelines Section 103(b)(3)(D), surplus land that a local agency is transferring to another local, state, or federal agency for the agency's use is exempt from the requirements of the Surplus Land Act; and

WHEREAS, on May 2, 2023, the County adopted Resolution No. 2023-007, which declared the Property to be exempt surplus land pursuant to California Government Code Section 54221(f)(1)(D); and

WHEREAS, the County of Riverside desires to transfer the Property to the City of Desert Hot Springs for the consideration of \$350,000 (Three Hundred and Fifty-Thousand Dollars); and

WHEREAS, the City of Desert Hot Springs and the County of Riverside concur that it would be in both parties' best interest to transfer ownership of the Property to the City of Desert Hot Springs; and

WHEREAS, the County has reviewed and determined that the purchase of the Property is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption; Section 15312, Surplus Government Property Sales; and Section 15061(b)(3), General Rule or "Common Sense" Exemption; now, therefore,

BE IT RESOLVED, DETERMINED AND ORDERED by at least a four-fifths vote of the Board of Supervisors of the County of Riverside ("Board"), in regular session assembled on January 9, 2024, at 9:30 a.m. or soon thereafter, in the meeting room of the Board of Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, based upon a review of the evidence and information presented on the matter, as it relates to this acquisition, this Board:

1. Has determined that the proposed acquisition project is categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15312, Surplus Government Property Sales; and Section 15061(b)(3), General Rule or "Common Sense" Exemption; and

2. Authorizes the conveyance to the City of Desert Hot Springs the following described real property: Certain real property located in the City of Desert Hot Springs, State of California, identified as Assessor's Parcel Number 664-190-027 by Grant Deed, as more particularly described in Exhibit "A", attached hereto and thereby made a part hereof.

BE IT RESOLVED, DETERMINED AND ORDERED that this Board hereby approves the Agreement of Purchase and Sale and Joint Escrow Instructions between the County of Riverside and the City of Desert Hot Springs ("Agreement") and authorizes the Chair of the Board of Supervisors of the County of Riverside to execute the Agreement on behalf of the County.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Chair of the Board of Supervisors of the County of Riverside is authorized to execute the Grant Deed.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Director of Facilities Management or designee, is authorized to execute any other documents and administer all actions necessary to complete the conveyance of real property.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board authorizes a reimbursement to Facilities Management - Real Estate Division in an amount not to exceed \$28,150 from the proceeds of the sale of this property.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the Board to submit the Notice of Exemption to the County Clerk for posting within five days of approval of this project.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the Board of Supervisors has given notice hereof pursuant to California Government Code Section 6061.

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

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

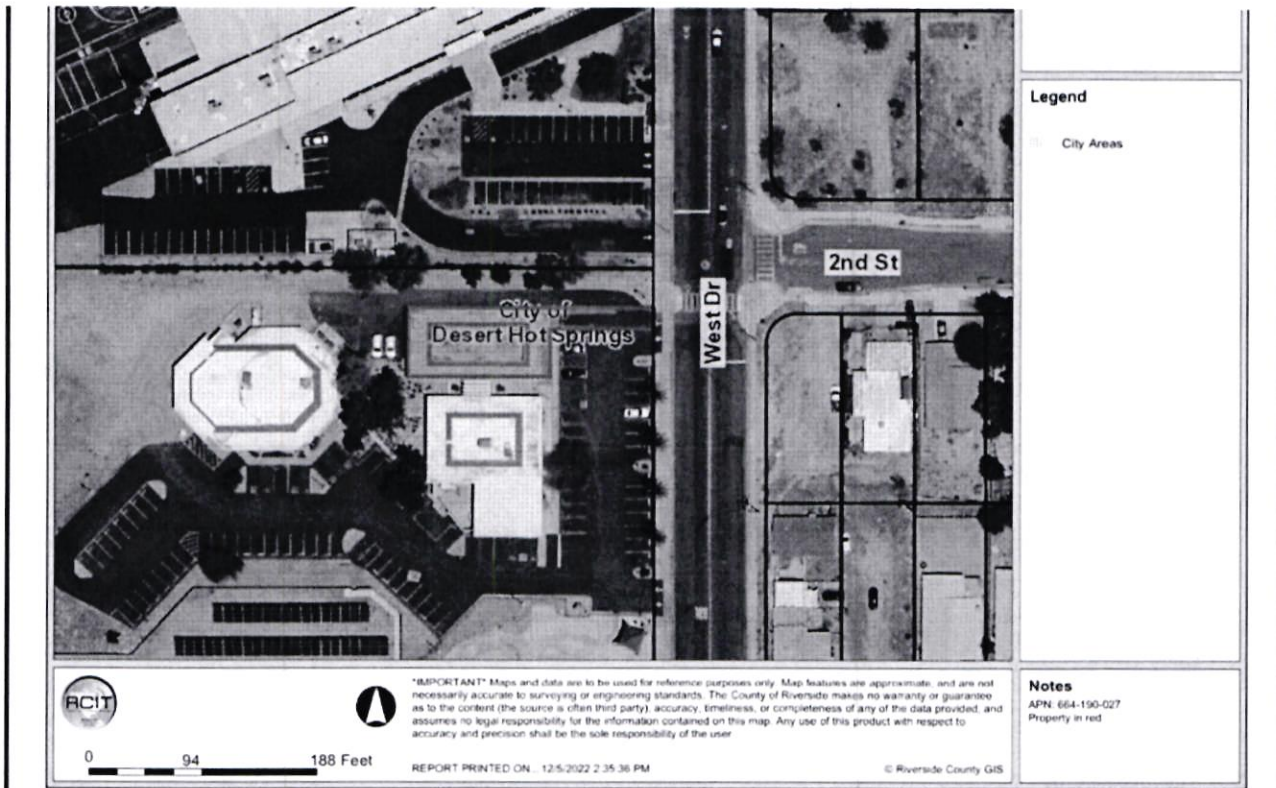
That portion of the Southeast one-quarter of the Southeast one-quarter of Section 25, Township 2 South, Range 4 East, San Bernardino Base and Meridian in the City of Desert Hot Springs, County of Riverside, State of California, described as follows:

Beginning at the Southeast corner of said Section 25;
Thence North 00°14'00" West along the East line of said Southeast 25, a distance of 635.31 feet to the point of beginning;
Thence continuing North 00°14'00" West along said East line, a distance of 15.00 feet;
Thence North 89°52'58" West, a distance of 208.00 feet;
Thence South 00°07'02" East, a distance of 48.00 feet;
Thence South 89°52'58" East, a distance of 97.00 feet;
Thence North 00°14'00" West, a distance of 33.00 feet;
Thence South 89°52'58" East, a distance of 111.00 feet to the true point of beginning.

Excepting therefrom the Easterly 40 feet in West Drive.

Assessor's Parcel No: 664-190-027





ROLL CALL:

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

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on January 9, 2024.

KIMBERLY A. RECTOR, Clerk of said Board
By: Cindy Fernandez, Clerk of the Board Assistant

Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact the Clerk of the Board at (951) 955-1069.

Dated: January 10, 2024

Kimberly A. Rector, Clerk of the Board
By: Cindy Fernandez, Clerk of the Board Assistant

The Press-Enterprise
Published: 1/15/24

PROOF OF PUBLICATION

Riverside County-Board Of Sup.
Po Box 1147
Riverside CA 92502-1147

STATE OF WISCONSIN, COUNTY OF BROWN

The Desert Sun, a newspaper published in the city of Palm Springs, Riverside County, State of California, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

01/14/2024

and that the fees charged are legal.
Sworn to and subscribed before on 01/14/2024



Legal Clerk



Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$1227.00

Order No: 9731016

of Copies:

Customer No: 1252599

1

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

RECEIVED RIVERSIDE COUNTY
CLERK/BOARD OF SUPERVISORS
2024 JAN 23 AM 10:40

Resolución No. 2023-018
A Resolution of the Board of Supervisors of the County of Riverside
Granting Authorization to Convey Fee Simple Interest in
Real Property in the City of Desert Hot Springs, County of Riverside,
California, Assessor's Parcel Number 664-190-027
by Grant Deed to the City of Desert Hot Springs

WHEREAS, the County of Riverside is the owner of certain real property in the City of Desert Hot Springs, County of Riverside, State of California, identified as Assessor's Parcel Number 664-190-027 (the "Property");

WHEREAS, the Property consists of 0.13 acres of land and includes improvements of a 3,520 square foot former public library office building which is currently vacant;

WHEREAS, the County of Riverside desires to transfer the Property to the City of Desert Hot Springs;

WHEREAS, pursuant to California Government Code Section 221(b)(1), "surplus land" means land owned in fee simple by any local agency for which the local agency's governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency's use";

WHEREAS, "land must be declared either "surplus" or "exempt surplus" as supported by written findings before a local agency may take any action to dispose of it consistent with an agency's policies or procedures;

WHEREAS, the County of Riverside deems the Property as an uneconomical remnant, which is no longer required for County uses or purposes;

WHEREAS, pursuant to California Government Code Section 54221(f)(1)(D) and the Surplus Land Act Guidelines Section 103(b)(3)(D), surplus land that a local agency is transferring to another local, state, or federal agency for the agency's use is exempt from the requirements of the Surplus Land Act; and

WHEREAS, on May 2, 2023, the County adopted Resolution No. 2023-007, which declared the Property to be exempt surplus land pursuant to California Government Code Section 54221(f)(1)(D); and

WHEREAS, the County of Riverside desires to transfer the Property to the City of Desert Hot Springs for the consideration of \$350,000 (Three Hundred and Fifty-Thousand Dollars); and

WHEREAS, the City of Desert Hot Springs and the County of Riverside concur that it would be in both parties' best interest to transfer ownership of the Property to the City of Desert Hot Springs; and

WHEREAS, the County has reviewed and determined that the purchase of the Property is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption, Section 15312, Surplus Government Property Sales, and Section 15061(b)(3), General Rule or "Common Sense" Exemption; now, therefore,

BE IT RESOLVED, DETERMINED AND ORDERED by at least a four-fifths vote of the Board of Supervisors of the County of Riverside ("Board"), in regular session assembled on January 9, 2024, at 9:30 a.m. or soon thereafter, in the meeting room of the Board of Supervisors located on the 1st floor of the County Administrative Center, 4060 Lemon Street, Riverside, California, based upon a review of the evidence and information presented on the matter, as it relates to this acquisition, this Board:

1. Has determined that the proposed acquisition project is categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption, Section 15312, Surplus Government Property Sales, and Section 15061(b)(3), General Rule or "Common Sense" Exemption; and

2. Authorizes the conveyance to the City of Desert Hot Springs the following described real property: Certain real property located in the City of Desert Hot Springs, State of California, identified as Assessor's Parcel Number 664-190-027 by Grant Deed, as more particularly described in Exhibit "A", attached hereto and thereby made a part hereof.

BE IT RESOLVED, DETERMINED AND ORDERED that this Board hereby approves the Agreement of Purchase and Sale and Joint Escrow Instructions between the County of Riverside and the City of Desert Hot Springs ("Agreement") and authorizes the Chair of the Board of Supervisors of the County of Riverside to execute the Agreement on behalf of the County.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Chair of the Board of Supervisors of the County of Riverside is authorized to execute the Grant Deed.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Director of Facilities Management or designee, is authorized to execute any other documents and administer all actions necessary to complete the conveyance of real property.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board authorizes a reimbursement to Facilities Management – Real Estate Division in an amount not to exceed \$28,150 from the proceeds of the sale of this property.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the Board to submit the Notice of Exemption to the County Clerk for posting within five days of approval of this project.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the Board of Supervisors has given notice hereof pursuant to California Government Code Section 6061.

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

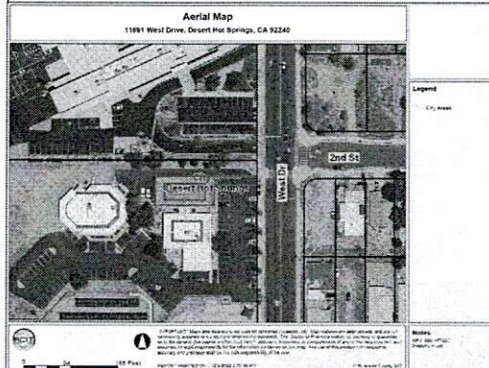
All that certain real property situated in the County of Riverside, State of California, described as follows:

That portion of the Southeast one-quarter of the Southeast one-quarter of Section 25, Township 2 South, Range 4 East, San Bernardino Base and Meridian in the City of Desert Hot Springs, County of Riverside, State of California, described as follows:

Beginning at the Southeast corner of said Section 25;
 Thence North 00°14'00" West along the East line of said Southeast 25, a distance of 635.31 feet to the point of beginning;
 Thence continuing North 00°14'00" West along said East line, a distance of 15.00 feet;
 Thence North 89°52'58" West, a distance of 208.00 feet;
 Thence South 00°07'02" East, a distance of 48.00 feet;
 Thence South 89°52'58" East, a distance of 97.00 feet;
 Thence North 00°14'00" West, a distance of 33.00 feet;
 Thence South 89°52'58" East, a distance of 111.00 feet to the true point of beginning.

Excepting therefrom the Easement 40 feet in West Drive.

Assessor's Parcel No: 664-190-027



ROLL CALL:

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

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on January 9, 2024.

KIMBERLY A. RECTOR, Clerk of said Board
 By: Cindy Fernandez, Clerk of the Board Assistant

Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact the Clerk of the Board at (951) 955-1069.

Dated: January 10, 2024 Kimberly A. Rector, Clerk of the Board
 By: Cindy Fernandez, Clerk of the Board Assistant

Board of Supervisors County of Riverside

Resolution No. 2023-016
A Resolution of the Board of Supervisors of the County of Riverside
Granting Authorization to Convey Fee Simple Interest in
Real Property in the City of Desert Hot Springs, County of Riverside,
California, Assessor's Parcel Number 664-190-027
by Grant Deed to the City of Desert Hot Springs

WHEREAS, the County of Riverside is the owner of certain real property in the City of Desert Hot Springs, County of Riverside, State of California, identified as Assessor's Parcel Number 664-190-027 (the "Property");

WHEREAS, the Property consists of 0.13 acres of land and includes improvements of a 3,820 square foot former public library office building which is currently vacant;

WHEREAS, the County of Riverside desires to transfer the Property to the City of Desert Hot Springs;

WHEREAS, pursuant to California Government Code Section 22149(1), "surplus land" means land owned in fee simple by any local agency for which the local agency's governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency's use";

WHEREAS, "land must be declared either "surplus" or "exempt surplus" as supported by written findings before a local agency may take any action to dispose of it consistent with an agency's policies or procedures;

WHEREAS, the County of Riverside deems the Property as an uneconomical remnant, which is no longer required for County uses or purposes;

WHEREAS, pursuant to California Government Code Section 54221.0(1)(D) and the Surplus Land Act Guidelines Section 10329(2)(D), surplus land that a local agency is transferring to another local, state, or federal agency for the agency's use is exempt from the requirements of the Surplus Land Act; and

WHEREAS, on May 2, 2023, the County adopted Resolution No. 2023-007, which declared the Property to be exempt surplus land pursuant to California Government Code Section 54221.0(1)(D); and

WHEREAS, the County of Riverside desires to transfer the Property to the City of Desert Hot Springs for the consideration of \$350,000 (Three Hundred and Fifty-Thousand Dollars); and

WHEREAS, the City of Desert Hot Springs and the County of Riverside concur that it would be in both parties' best interest to transfer ownership of the Property to the City of Desert Hot Springs; and

WHEREAS, the County has reviewed and determined that the purchase of the Property is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15201, Class 1 - Existing Facilities Exemption; Section 15312, Surplus Government Property Sales; and Section 15061(b)(5), General Rule or "Common Sense" Exemption; now, therefore,

BE IT RESOLVED, DETERMINED AND ORDERED by at least a four-fifths vote of the Board of Supervisors of the County of Riverside ("Board"), in regular session assembled on January 9, 2024, at 9:30 a.m. or soon thereafter, in the meeting room of the Board of Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, based upon a review of the evidence and information presented on the matter, as it relates to this acquisition, this Board:

1. Has determined that the proposed acquisition project is categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15201, Class 1, Existing Facilities Exemption; Section 15312, Surplus Government Property Sales; and Section 15061(b)(5), General Rule or "Common Sense" Exemption; and

2. Authorizes the conveyance to the City of Desert Hot Springs the following described real property, certain real property located in the City of Desert Hot Springs, State of California, identified as Assessor's Parcel Number 664-190-027 by Grant Deed, as more particularly described in Exhibit "A", attached hereto and thereby made a part hereof.

BE IT RESOLVED, DETERMINED AND ORDERED that this Board hereby approves the Agreement of Purchase and Sale and Joint Escrow Instructions between the County of Riverside and the City of Desert Hot Springs ("Agreement") and authorizes the Chair of the Board of Supervisors of the County of Riverside to execute the Agreement on behalf of the County.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Chair of the Board of Supervisors of the County of Riverside is authorized to execute the Grant Deed.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Director of Facilities Management or designee, is authorized to execute any other documents and administer all actions necessary to complete the conveyance of real property.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board authorizes a reimbursement to Facilities Management - Real Estate Division in an amount not to exceed \$23,150 from the proceeds of the sale of this property.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the Board to submit the Notice of Exemption to the County Clerk for posting within five days of approval of this project.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the Board of Supervisors has given notice hereof pursuant to California Government Code Section 6061.

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

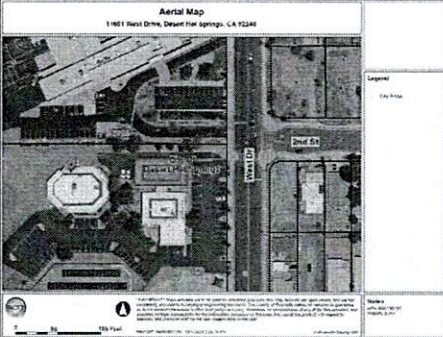
All that certain real property situated in the County of Riverside, State of California, described as follows:

That portion of the Southwest one-quarter of the Southwest one-quarter of Section 25, Township 2 South, Range 1 East, San Bernardino Base and Meridian in the City of Desert Hot Springs, County of Riverside, State of California, described as follows:

Beginning at the Southwest corner of said Section 25;
 Thence North 00°14'00" West along the East line of said Southeast 25, a distance of 635.51 feet to the point of beginning;
 Thence continuing North 00°14'00" West along said East line, a distance of 15.00 feet;
 Thence North 89°52'58" West, a distance of 208.00 feet;
 Thence South 00°07'02" East, a distance of 48.00 feet;
 Thence South 89°52'58" East, a distance of 97.00 feet;
 Thence North 00°14'00" West, a distance of 22.00 feet;
 Thence South 89°52'58" East, a distance of 111.00 feet to the true point of beginning.

Excepting therefrom the Easterly 48 feet in West Drive.

Assessor's Parcel No. 664-190-027



ROLL CALL:
 Ayes: Jeffries, Spiegel, Washington, Perez, and Gutierrez
 Abses: None
 Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on January 9, 2024.

KIMBERLY A. RECTOR, Clerk of said Board
 By: Cindy Fernandez, Clerk of the Board Assistant

Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact the Clerk of the Board at (951) 958-1069.

Dated: January 10, 2024 Kimberly A. Rector, Clerk of the Board
 By: Cindy Fernandez, Clerk of the Board Assistant

USA TODAY CROSSWORD

9 LETTER WORD FOR AVOIDING INTIMACY