

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



**ITEM: 3.15
(ID # 24124)**

MEETING DATE:

Tuesday, April 02, 2024

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT- REAL ESTATE (FM-RE): Adoption of Resolution No. 2024-050, Authorization to Convey Fee Simple Interest in Real Property in the City of Palm Desert, County of Riverside, California, 0.88 Acre Portion of Assessor's Parcel Number 634-040-003 by Grant Deed to the Coachella Valley Water District; CEQA Exempt per State CEQA Guidelines Section 15061(b)(3), District 4. [\$17,500 - 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 15061(b)(3), "Common Sense" Exemption;

Continued on Page 2

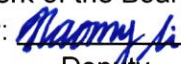
ACTION:4/5 Vote Required, Policy


Rose Salgado, Director of Facilities Management 3/14/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Gutierrez 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: April 2, 2024
xc: FM-RE, Recorder/State Clearinghouse

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. 2024-050, Authorization to Convey Fee Simple Interest in Real Property in the City of Palm Desert, County of Riverside, California, 0.88 acre portion of Assessor's Parcel Number 634-040-003 by Grant Deed to the Coachella Valley Water District, a public agency of the State of California;
3. Approve the Purchase and Sale Agreement between the County of Riverside and the Coachella Valley Water District 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 reimbursement to Facilities Management Real Estate Division in an amount not to exceed \$17,500; and
7. Direct the Clerk of the Board to file the Notice of Exemption to the County Clerk and the State Clearinghouse 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	\$17,500	\$0	\$17,500	\$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 January 23, 2024 (M.O. 3.14), the Riverside County Board of Supervisors (Board) adopted Resolution Number 2024-044, which declared certain real property exempt surplus property and provides a notice of intention to convey a fee simple interest in real property, which consists of 0.88 acres of land in the City of Desert Hot Springs, County of Riverside, California, known as Assessor's Parcel Number 664-190-027 (Property), to the Coachella Valley Water District (CVWD). The County subsequently sent Resolution No. 2024-044 to the California Department of Housing and Community Development (HCD) as required by the Surplus Land Act Guidelines. On March 12, 2024, HCD sent a letter to the County acknowledging the County's declaration of exempt surplus and confirmed the County's compliance with the Surplus Land Act. HCD's letter is attached hereto for reference.

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 0.88-acre portion of land previously

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

licensed to CVWD in 1973 and is contiguous to existing CVWD property. The Property was recently appraised by an independent appraiser at a value of seventy thousand dollars (\$70,000). CVWD 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 15061(b)(3), "Common Sense" Exemption. 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. 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.

Resolution No. 2024-050, the Agreement of Purchase and Sale and Instructions, and the Grant Deed have been approved as to form by County Counsel.

Impact on Citizens and Businesses

No impact to the community will be experienced since the property has been continuously utilized as a lift station under license since 1973.

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. The Real Estate Division's transactional costs in the approximate amount of \$17,500 will be reimbursed from the sale proceeds. The balance of the sales proceeds will be deposited into Sub-Fund 11183.

Sales Price	\$70,000
Advertising Costs	\$1,500
County Staff Time includes FM-RE, FM Environmental and County Counsel	\$16,000
Total Estimated Acquisition Costs:	\$17,500
Total Estimated Net Proceeds	\$52,500

ATTACHMENTS:

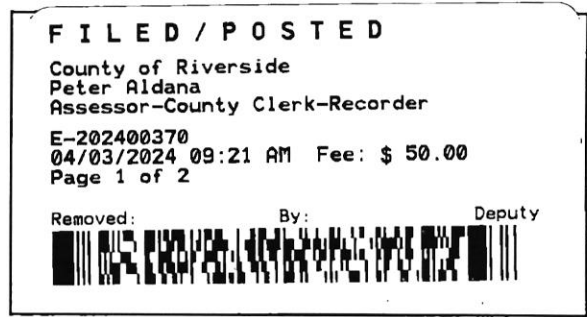
- Resolution 2024-050
- Agreement of Purchase and Sale and Instructions
- Grant Deed
- Notice of Exemption
- HCD Exempt Surplus Letter
- Aerial Map

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

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Veronica Santillan
Veronica Santillan, Principal Management Analyst 3/27/2024

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel 3/21/2024



NOTICE OF EXEMPTION

January 26, 2024

Project Name: Authorization to Convey Fee Simple Interest in Real Property in the City of Palm Desert to the Coachella Valley Water District (CVWD), Assessor's Parcel Number (APN) 634-040-003, by Grant Deed

Project Number: FM0417200430

Project Location: East side of Cook Street, north of Fred Waring Drive, Palm Desert, CA 92211, APN 634-040-003

Description of Project: On January 23, 2024, the Riverside County Board of Supervisors (Board) adopted Resolution Number 2024-044. 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 CVWD.

Through this action, the County of Riverside intends to convey by grant deed, its fee simple interest in the Property. The subject Property is a 0.88-acre portion of land previously licensed to CVWD in 1973 and is contiguous to existing CVWD property. The Property was recently appraised by an independent appraiser at a value of seventy thousand dollars (\$70,000). CVWD 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 CVWD.

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. 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:** 1-30-2024
Mike Sullivan, Facilities Management
County of Riverside

1 Board of Supervisors

County of Riverside

2
3 Resolution No. 2024-050

4 Authorization to Convey Fee Simple Interest in
5 Real Property in the City of Palm Desert, County of Riverside,
6 California, Assessor's Parcel Number 634-040-003
7 by Grant Deed to the Coachella Valley Water District

8
9 WHEREAS, Coachella Valley Water District, a public agency of the State of
10 California ("CVWD"), owns certain real property located in the City of Palm Desert
11 ("City"), identified by Assessor's Parcel Number ("APN") 634-040-003; and

12 WHEREAS, the County of Riverside, a political subdivision of the State of
13 California ("County"), owns certain remnant real property which consists of
14 approximately 0.88 acres of land, referred to as a portion of APN 634-040-003
15 ("Property"); and

16 WHEREAS, the County of Riverside desires to transfer the Property to CVWD;

17 WHEREAS, on January 23, 2024, the County adopted Resolution No. 2024-044,
18 which declared the Property to be exempt surplus land pursuant to California
19 Government Code Section 54221(f)(1)(D); and

20 WHEREAS, on March 12, 2024, HCD sent a letter to the County acknowledging
21 the County's declaration of exempt surplus property and confirmed the County's
22 compliance with the Surplus Land Act; and

23 WHEREAS, the County of Riverside desires to transfer the Property to CVWD
24 for the consideration of \$70,000 (Seventy Thousand Dollars); and

25 WHEREAS, the CVWD and the County of Riverside concur that it would be in
26 both parties' best interest to transfer ownership of the Property to CVWD; and

27 WHEREAS, the County has reviewed and determined that the purchase of the
28 Property is categorically exempt from the California Environmental Quality Act

FORM APPROVED COUNTY COUNSEL
BY  RYAN D YABKO
DATE 3/19/24

1 ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3), General Rule or
2 "Common Sense" Exemption: now, therefore,

3 BE IT RESOLVED, DETERMINED AND ORDERED by at least a four-fifths vote
4 of the Board of Supervisors of the County of Riverside ("Board"), in regular session
5 assembled on April 2, 2024, at 9:30 a.m. or soon thereafter, in the meeting room of the
6 Board of Supervisors located on the 1st floor of the County Administrative Center, 4080
7 Lemon Street, Riverside, California, based upon a review of the evidence and
8 information presented on the matter, as it relates to this acquisition, this Board:

9 1. Has determined that the proposed acquisition project is categorically
10 exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3), General
11 Rule or "Common Sense" Exemption; and

12 2. Authorizes the conveyance to CVWD the following described real
13 property: Certain real property located in the City of Palm Desert, State of California,
14 identified as a 0.88-acre portion of Assessor's Parcel Number 634-040-003 by Grant
15 Deed, as more particularly described in Exhibit "A", attached hereto and thereby made
16 a part hereof.

17 BE IT RESOLVED, DETERMINED AND ORDERED that this Board hereby
18 approves the Agreement of Purchase and Sale and Instructions between the County of
19 Riverside and the Coachella Valley Water District ("Agreement") and authorizes the
20 Chair of the Board of Supervisors of the County of Riverside to execute the Agreement
21 on behalf of the County.

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

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

28 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board

1 authorizes a reimbursement to Facilities Management – Real Estate Division in an
2 amount not to exceed \$17,500 from the proceeds of the sale of this property.

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

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

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ROLL CALL:

- Ayes: Jeffries, Washington, Spiegel, 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 the date therein set forth.

KIMBERLY A. RECTOR, Clerk of said Board

By: Naomy Li
Deputy

EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land in the West half of the Southwest quarter of Section 15, Township 5 South, Range 6 East of the San Bernardino Meridian, as recorded in Grant Deed as Instrument No. 69657 on June 28, 1971, Official Records of Riverside County, California, more particularly described as follows:

A triangular shaped parcel of land bounded on the North by the South right of way line of the Coachella Valley County Water District Channel, as described in that certain deed recorded January 11, 1967, as Instrument No. 2542, Records of Riverside County, California; bounded on the south by the North line of that certain parcel of land described as Parcel 2 conveyed to Bernard H. Vander Steen by deed recorded December 14, 1956, in Book 2012, Page 117 of Official Records of Riverside County, California; and bounded on the West by a line 44 feet Easterly of, parallel with and measured at right angles to the West line of said Southwest one-quarter of Section 15.

**AGREEMENT OF PURCHASE AND SALE
AND INSTRUCTIONS**

BY AND BETWEEN

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

AS SELLER

AND

**COACHELLA VALLEY WATER DISTRICT,
A public agency of the State of California**

AS BUYER

RELATING TO

**A Portion of Assessor's Parcel Number 634-040-003
in the City of Palm Desert, Riverside County, California**

APR 02 2024

3.15

**AGREEMENT OF PURCHASE AND SALE
AND INSTRUCTIONS**

THIS AGREEMENT OF PURCHASE AND SALE AND INSTRUCTIONS ("Agreement") is made and entered into this _____ day of _____, 2024, by and between the COACHELLA VALLEY WATER DISTRICT, a public agency of the State of California ("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".

Buyer and Seller 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 date on which this Agreement is fully executed by Buyer and Seller as listed on the signature page of this Agreement.

(b) **Property:** Seller is the owner of certain real property located on the east side of Cook Street, and on the south side of Buyer's Whitewater River Stormwater Channel, within the City of Palm Desert, County of Riverside, State of California, consisting of approximately 0.88 acres of land, commonly known as a Portion of Assessor's Parcel Number 634-040-003 which is more particularly described in Exhibit "A", attached hereto and incorporated herein ("Property").

(c) **Purchase Price:** The Purchase Price for the Property is Seventy-Thousand Dollars (\$70,000.00).

(d) **Title Company:** Stewart Title at the address set forth in subparagraph (g) below, Teo Cadenas is assigned as the Title Officer.

(e) **Closing:** The Closing will be deemed to have occurred when the Grant Deed (as defined in Paragraph 4.1) is recorded in the Official Records of the County of Riverside;

(f) **Closing Date:** The Closing Date shall be no later than thirty (30) calendar days after the date of approval of this Agreement by the Board of Supervisors for the County of Riverside, and Seller shall grant Buyer one 30-day extension to close, if requested by Buyer, or as otherwise agreed to by both Parties;

(g) **Notices:** Will be sent as follows:

If to Seller:

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

If to Buyer:

Coachella Valley Water District
Attn: J. M. Barrett, General Manager
75515 Hovley Lane East
Palm Desert, CA 92211
Telephone: (760) 398-2651
Facsimile: (760) 398-3711
E-mail: cvwdmail@cvwd.org

Title Company: Stewart Title
Attn: Teo Cadenas, Title Officer
Address: 11870 Pierce Street, Ste. 100
City: Riverside, CA 92505
Telephone: 951-276-2700
E-mail: teo.cadenas@stewart.com

(h) **Exhibits:**
Exhibit A - Legal Description of Property
Exhibit B - Form of Grant Deed

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:

Simultaneous with the execution hereof, the Buyer shall pay the Purchase Price to Seller by wire transfer of immediately available funds with wiring instructions provided by Seller no later than three (3) business days prior to closing.

4. **Deliverables.**

4.1 By Seller. On or prior to the Closing Date, Seller will deliver or cause to be delivered to Buyer 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.

4.2 By Buyer. On or prior to the Closing Date, Buyer will deliver or cause to be delivered to Seller the following items:

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

(b) Buyer's Resolution of Acceptance, accepting Grant Deed and consenting to recording of the same; and

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

4.3 By Buyer and Seller. Buyer and Seller will each deposit such other instruments consistent with this Agreement.

5. **Condition of Title.** Free and clear fee simple title to the Property will be conveyed to Buyer by the Seller by Grant Deed, subject only to the following matters ("**Permitted Exceptions**");

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

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

6. **Conditions of Closing.**

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

(a) Title. Buyer has obtained Preliminary Report #1815694, Dated August 30, 2022, for the Property prepared by Stewart Title Company together with copies of the exceptions to title described in the Preliminary Report.

(b) Title Insurance. As of the Closing Date, the Title Company will issue, or have committed to issue, the Title Policy to Buyer with only the Permitted Exceptions.

(c) Delivery of Information. Within ten (10) days after the date of approval of the Agreement by the Board of Supervisors for the County of Riverside, 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 this transaction shall fail to close for any reason, all such items shall be immediately returned to Seller.

The conditions set forth in this Paragraph 6.1 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.

The Buyer's obligations with respect to this transaction are subject to Seller's delivery to Buyer on or before the Closing Date the items described in Paragraph 4.1 and 4.3 above and the removal or waiver of the items described in this Paragraph 6.1.

6.2 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 Seller the items described in Paragraphs 4.2 and 4.3 above.

The condition set forth in Paragraph 6.2 is 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.

7. **Condition & Delivery of Premises.** The property will be purchased subject to the conditions set forth in this Agreement, with free and clear title delivered by Seller.

8. **Conditions Precedent to Sellers Obligation.** The Closing Date and Seller's obligations with respect to this transaction are subject to Buyer's delivery to seller on or before the Closing Date of the Purchase Price and items described in Paragraphs 4.2 and 4.3.

9. **Title Insurance.** At the Closing Date, Seller will cause the Title Company to issue to Buyer a ALTA 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.

10. **Costs and Expenses.** Seller and Buyer shall pay for their respective share of costs and expenses.

10.1 Seller will pay:

- (a) Documentary transfer taxes;
- (b) One half of the recording fees;
- (c) All costs associated with removing any debt or liens encumbering the Property, if applicable; and

10.2 Buyer will pay:

- (a) ALTA standard coverage policy;
- (b) One half of the recording fees;

11. **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:

11.1 Each Party has the legal power, right and authority to enter into this Agreement and the instruments referenced herein.

11.2 All requisite action (corporate, trust, partnership or otherwise) has been taken by each Party in connection with 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.

11.3 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.

11.4 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.

11.5 At Closing, Seller shall convey the Property to Buyer 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 paragraph 6 above.

12. Indemnification.

12.1 Indemnification by Seller. Seller agrees to indemnify, defend and hold Buyer, Coachella Valley Water District, their respective directors, officers, elected and appointed officials, employees, agents and representatives 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, arising from any misrepresentation or breach of warranty or covenant by Seller in this Agreement.

12.2 Indemnification by Buyer. Buyer agrees to indemnify, defend and hold Seller, County of Riverside, Board of Supervisors for the County of Riverside, County of Riverside Departments, and their respective officers, directors, and employees and their successors and assigns 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 or action and suit or suits arising out of any misrepresentation or breach of warranty or covenant by Buyer in this Agreement.

13. Hazardous Substances.

13.1 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 Substances" and "Environmental Matters". The term "Hazardous Substances" shall mean all substances, materials, wastes and emissions that are or become regulated as hazardous or toxic under applicable local, state, administrative agency or federal laws, statutes, rules, regulations, covenants, permits, decrees, licenses, deed restrictions, ordinances or orders, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and the regulations promulgated thereunder. The term "Environmental Claim" means any claim, action, cause of action, or notice by any person or entity alleging potential liability (including, without limitation, potential liability for investigatory costs, cleanup costs, governmental response costs, natural resources damages, property damages, personal injuries, or penalties) arising out of, based on or resulting from (i) the manufacture, treatment, processing, distribution, use, transport, handling, deposit, storage, disposal, leaking or other presence, or release into the environment of any Hazardous Substances in, at, on, under, from or about the Property, or (ii) circumstances forming the basis of any violation or alleged violation of any federal, state, or local law, statute, rule, regulation, ordinance, or code, or any judicial or administrative interpretation thereof or requirement thereunder, relating to the regulation or protection of human health, safety, the environment and natural resources ("Environmental Laws"); 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.

13.2 Seller's Representations and Warranties. Buyer acknowledges that with the exception of those representations and warranties expressly made by Seller in this Article 13, 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.

13.3 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.

13.4 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 due diligence 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;

(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, subject to normal wear and tear; 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 Closing Date pursuant to the foregoing. Buyer shall keep the Property free of mechanic's liens related to the activities of Buyer under this Section 13.4.

14. **Notices.** All notices or other communications required or permitted hereunder must be in writing and be (i) personally delivered (including by means of professional messenger service), or (ii) sent by registered or certified mail, postage prepaid, return receipt requested, or (iii) deposited with either FedEx or United Parcel Service to be delivered by overnight delivery. All notices sent by mail will be deemed received three (3) days after the date of mailing; and all notices sent by overnight delivery shall be deemed received one (1) business day after the notice has been deposited with such courier (provided that, the sending Party receives a confirmation of actual delivery from the courier).

15. **Miscellaneous.**

15.1 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 the 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.

15.2 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.

15.3 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.

15.4 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.

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

15.6 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.

15.7 Encumbrances. Seller shall not, without Buyer's approval, not be unreasonably withheld or delayed, enter into any material agreement of any type affecting the property that would survive closing.

15.8 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 County of Riverside.

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

15.10 Survival. Sections 12, 13, 14 and 15 and any other provisions of this Agreement which by their terms require performance by either Party after the Closing Date shall survive the Closing Date, until the statute of limitations period has run for such claims.

15.11 Intentionally deleted

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

[Signature Provisions on the Following Page]

THIS AGREEMENT IS OF NO FORCE OR EFFECT UNTIL APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE AND EXECUTED BY BOTH PARTIES.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement of Purchase and Sale and Instructions as of the date and year signed by the Board of Supervisors of the County of Riverside.

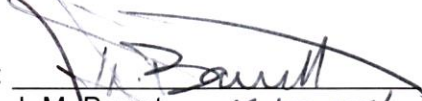
SELLER:

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

By: 
Chuck Washington, Chairperson
Board of Supervisors

BUYER:

COACHELLA VALLEY WATER DISTRICT,
a public agency of the State of California

By: 
J. M. Barret 02.15.2024
General Manager

ATTEST:

Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

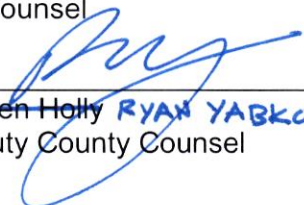
By: 
~~Braden Holly~~ RYAN YABKO
Deputy County Counsel

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land in the West half of the Southwest quarter of Section 15, Township 5 South, Range 6 East of the San Bernardino Meridian, as recorded in Grant Deed as Instrument No. 69657 on June 28, 1971, Official Records of Riverside County, California, more particularly described as follows:

A triangular shaped parcel of land bounded on the North by the South right of way line of the Coachella Valley County Water District Channel, as described in that certain deed recorded January 11, 1967, as Instrument No. 2542, Records of Riverside County, California; bounded on the south by the North line of that certain parcel of land described as Parcel 2 conveyed to Bernard H. Vander Steen by deed recorded December 14, 1956, in Book 2012, Page 117 of Official Records of Riverside County, California; and bounded on the West by a line 44 feet Easterly of, parallel with and measured at right angles to the West line of said Southwest one-quarter of Section 15.

EXHIBIT B

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Coachella Valley Water District
ATTN: General Manager
75515 Hovley Lane East
Palm Desert, CA 92211

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)

DTT: -0-
TRA: 018-177

PROJECT: CVWD Land Sale
APN: A Portion of 634-040-003

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned
GRANTOR,

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

hereby GRANTS to GRANTEE,

COACHELLA VALLEY WATER DISTRICT, a public agency of the State of California,

the fee simple interest in real property in the County of Riverside, State of California, as more
particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

THIS GRANT DEED IS EXECUTED by Grantor on the date indicated below.

Dated: _____

Grantor:

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

Chuck Washington, Chairperson
Board of Supervisors

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Braden Holly
Deputy County Counsel

ATTEST:
Kimberly Rector
Clerk of the Board

By: _____
Deputy

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Coachella Valley Water District
ATTN: General Manager
75515 Hovley Lane East
Palm Desert, CA 92211

FREE RECORDING
This instrument is for the benefit of
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GRANT DEED

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COACHELLA VALLEY WATER DISTRICT, a public agency of the State of California,

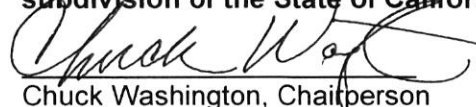
the fee simple interest in real property in the County of Riverside, State of California, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

THIS GRANT DEED IS EXECUTED by Grantor on the date indicated below.

Dated: 4/02/2024

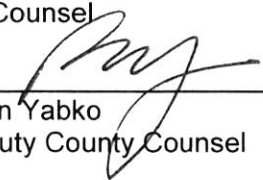
Grantor:

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



Chuck Washington, Chairperson
Board of Supervisors

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Ryan Yabko
Deputy County Counsel

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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: 04/02/2024

Signature: *Naomy Si*

Print Name: Naomy Sicra, Clerk of the Board Assistant

Coachella Valley Water District
Certificate of Acceptance

EXHIBIT A
LEGAL DESCRIPTION

A parcel of land in the West half of the Southwest quarter of Section 15, Township 5 South, Range 6 East of the San Bernardino Meridian, as recorded in Grant Deed as Instrument No. 69657 on June 28, 1971, Official Records of Riverside County, California, more particularly described as follows:

A triangular shaped parcel of land bounded on the North by the South right of way line of the Coachella Valley County Water District Channel, as described in that certain deed recorded January 11, 1967, as Instrument No. 2542, Records of Riverside County, California; bounded on the south by the North line of that certain parcel of land described as Parcel 2 conveyed to Bernard H. Vander Steen by deed recorded December 14, 1956, in Book 2012, Page 117 of Official Records of Riverside County, California; and bounded on the West by a line 44 feet Easterly of, parallel with and measured at right angles to the West line of said Southwest one-quarter of Section 15.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



March 12, 2024

James Morgan, Real Property Agent III
County of Riverside
3450 14th Street, Suite 200
Riverside, CA 92501

Dear James Morgan:

RE: HCD's Review of Riverside County Board of Supervisors' Resolution No. 2024-044 Declaring an Approximately 0.88-acre Remnant Referred to as a Portion of APN 634-040-003 (Property) Located in the City of Palm Desert Fronting on the Easterly Side of Cook Street as "Exempt Surplus Land"

Thank you for notifying the California Department of Housing and Community Development (HCD) of the County of Riverside's (County) determination of an approximately 0.88-acre remnant real property, referred to as a portion of APN 634-040-003 (Property), in the City of Palm Desert fronting on the easterly side of Cook Street, as "exempt surplus land."

HCD reviewed Resolution No. 2024-044 (Resolution) pursuant to Section 400 of the Surplus Land Act Guidelines. As explained below, HCD finds that the Property qualifies as "exempt surplus land" under Government Code section 54221, subdivision (f)(1)(D).

Analysis

According to Resolution, the County is the fee owner of the Property. The documentation submitted shows that the County determined that the Property is no longer necessary to be retained for the specific uses and purposes of the County and the conveyance of said land in fee is in the public interest.

Pursuant to California Government Code Section 54221(f)(1)(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. The County intends to convey fee simple interest in the Property by Grant Deed to Coachella Valley Water District (District). Transferring the Property to the District will allow it to continue to be used as a CVWD Lift Station which serves the County region.

Conclusion

Based on HCD's review of the documentation provided and application of the law, the transfer from the County to the District qualifies as "exempt surplus land" under Government Code section 54221, subdivision (f)(1)(D).

If you have any questions or need additional technical assistance, please contact Jenny Nusbaum, Housing and Community Development Specialist II, at jenny.nusbaum@hcd.ca.gov.

Sincerely,



Laura Nunn
Senior Manager, Housing Accountability Unit
Housing Policy Development

Aerial Map

City of Palm Desert



Legend

- Parcels
- CVWD Owned Property
- Property to be Transferred
0.88 Acres



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.

0 188 376 Feet

REPORT PRINTED ON... 8/1/2023 4:21:00 PM

© Riverside County GIS

Notes

APN: 634-040-003
District 4

Resolution No. 2024-050
Authorization to Convey Fee Simple Interest in

Board of Supervisors

County of Riverside

Resolution No. 2024-050
Authorization to Convey Fee Simple Interest in
Real Property in the City of Palm Desert, County of Riverside,
California, Assessor's Parcel Number 634-040-003
by Grant Deed to the Coachella Valley Water District

WHEREAS, the County of Riverside ("County") is the owner of certain real property in the City of Palm Desert, County of Riverside, State of California, identified as a portion of Assessor's Parcel Number 634-040-003 (the "Property"); and

WHEREAS, the County of Riverside, a political subdivision of the State of California ("County"), owns certain remnant real property which consists of approximately 0.88 acres of land, referred to as a portion of APN 634-040-003 ("Property"); and

WHEREAS, the County of Riverside desires to transfer the Property to the Coachella Valley Water District ("CVWD");

WHEREAS, on January 23, 2024, the County adopted Resolution No. 2024-044, which declared the Property to be exempt surplus land pursuant to California Government Code Section 54221(f)(1)(D); and

WHEREAS, on March 12, 2024, HCD sent a letter to the County acknowledging the County's declaration of exempt surplus property and confirmed the County's compliance with the Surplus Land Act; and

WHEREAS, the County of Riverside desires to transfer the Property to CVWD for the consideration of \$70,000 (Seventy Thousand Dollars); and

WHEREAS, the CVWD and the County of Riverside concur that it would be in both parties' best interest to transfer ownership of the Property to CVWD; 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 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 April 2, 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 15061(b)(3), General Rule or "Common Sense" Exemption; and

2. Authorizes the conveyance to CVWD the following described real property: Certain real property located in the City of Palm Desert, State of California, identified as a 0.88-acre portion of Assessor's Parcel Number 634-040-003 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 Instructions between the County of Riverside and the Coachella Valley Water District ("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 \$17,500 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.

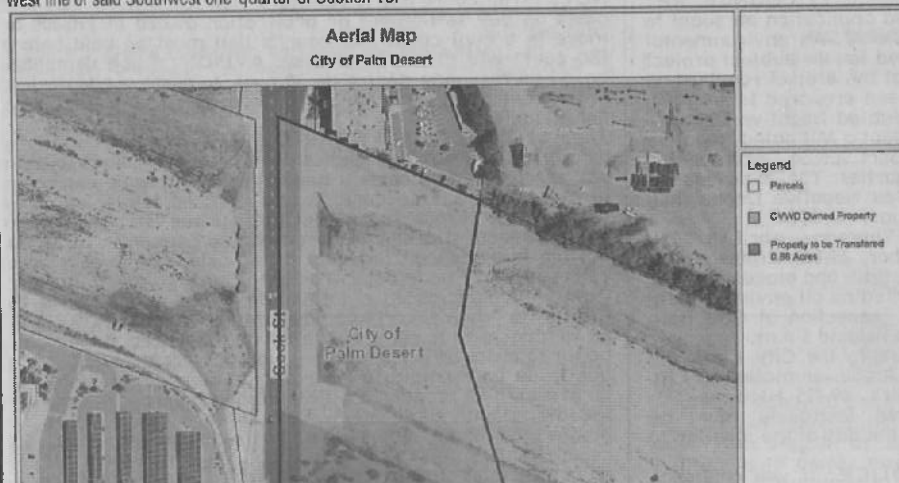
BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the Board of Supervisors has given notice hereof pursuant to California Government Code Section 6061.

EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land in the West half of the Southwest quarter of Section 15, Township 5 South, Range 6 East of the San Bernardino Meridian, as recorded in Grant Deed as Instrument No. 69657 on June 28, 1971, Official Records of Riverside County, California, more particularly described as follows:

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

Dated: April 3, 2024

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

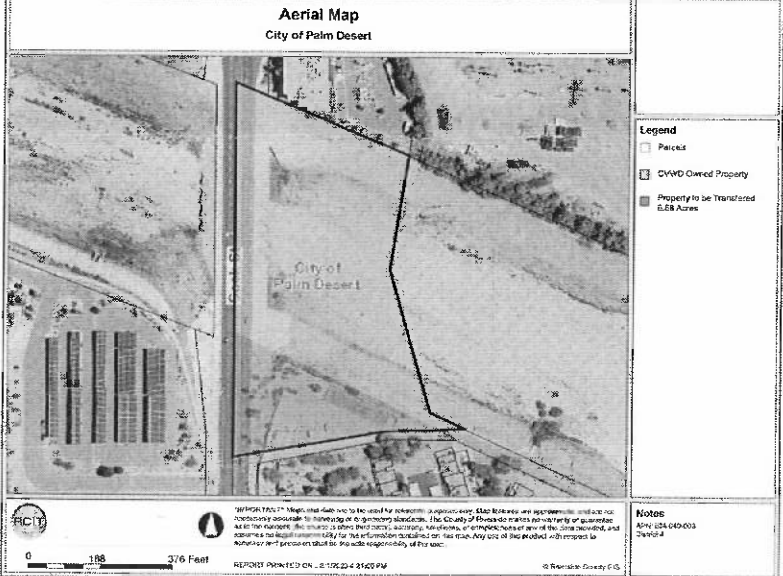
Resolution No. 2024-050
Authorization to Convey Fee Simple Interest In
Real Property in the City of Palm Desert, County of Riverside,
California, Assessor's Parcel Number 634-040-003
by Grant Deed to the Coachella Valley Water District

WHEREAS, the County of Riverside ("County") is the owner of certain real property in the City of Palm Desert, County of Riverside, State of California, identified as a portion of Assessor's Parcel Number 634-040-003 (the "Property"); and
WHEREAS, the County of Riverside, a political subdivision of the State of California ("County"), owns certain remnant real property which consists of approximately 0.88 acres of land, referred to as a portion of APN 634-040-003 ("Property"); and
WHEREAS, the County of Riverside desires to transfer the Property to the Coachella Valley Water District ("CVWD");
WHEREAS, on January 23, 2024, the County adopted Resolution No. 2024-044, which declared the Property to be exempt surplus land pursuant to California Government Code Section 54221(f)(1)(D); and
WHEREAS, on March 12, 2024, HCD sent a letter to the County acknowledging the County's declaration of exempt surplus property and confirmed the County's compliance with the Surplus Land Act; and
WHEREAS, the County of Riverside desires to transfer the Property to CVWD for the consideration of \$70,000 (Seventy Thousand Dollars); and
WHEREAS, the CVWD and the County of Riverside concur that it would be in both parties' best interest to transfer ownership of the Property to CVWD; 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 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 April 2, 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 15061(b)(3), General Rule or "Common Sense" Exemption; and
2. Authorizes the conveyance to CVWD the following described real property: Certain real property located in the City of Palm Desert, State of California, identified as a 0.88-acre portion of Assessor's Parcel Number 634-040-003 by Grant Deed, as more particularly described in Exhibit "A", attached hereto and thereby made a part hereof.
BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that this Board hereby approves the Agreement of Purchase and Sale and Instructions between the County of Riverside and the Coachella Valley Water District ("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 \$17,500 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.

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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 April 2, 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 Clerk of the Board at (951) 955-1069.
Dated: April 3, 2024 Kimberly A. Rector, Clerk of the Board
By: Cindy Fernandez, Clerk of the Board Assistant

RECEIVED BY CLERK/BOAED



LocaliQ

2024 APR 16 AM 10:15

California
GANNETT

PO Box 631437 Cincinnati, OH 45263-1437

PROOF OF PUBLICATION

Cindy Fernandez
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:

04/07/2024

and that the fees charged are legal.
Sworn to and subscribed before on 04/07/2024

Legal Clerk

Notary, State of WI, County of Brown

8-25-26

My commission expires

Publication Cost:	\$751.54	
Order No:	10041639	# of Copies:
Customer No:	1252599	1
PO #:	Resolution 2024-050	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin



The Press-Enterprise

3512 14th Street
Riverside, CA 92501
Willoughby, OH 44096
951-368-9222
951-368-9018 FAX

BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE
PO BOX 1147
RIVERSIDE, CA 92502

.....

Account Number: 5209148

Ad Order Number: 0011660013

Customer's Reference Adopt of Res. NO. 2024-050
/ PO Number:

Publication: The Press-Enterprise

Publication Dates: 04/05/2024

Amount: \$1,252.70

Payment Amount: \$0.00

Invoice Text: Board of Supervisors County of Riverside
Resolution No. 2024-050
Authorization to Convey Fee Simple Interest in
Real Property in the City of Palm Desert, County of Riverside,
California, Assessor's Parcel Number 634-040-003
by Grant Deed to the Coachella Valley Water District

WHEREAS, the County of Riverside ("County") is the owner of certain real property in the City of Palm Desert, County of Riverside, State of California, identified as a portion of Assessor's Parcel Number 634-040-003 (the "Property"); and

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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 \$17,500 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

A parcel of land in the West half of the Southwest quarter of Section 15, Township 5 South, Range 6 East of the San Bernardino Meridian, as recorded in Grant Deed as Instrument No. 69657 on June 28, 1971, Official Records of Riverside County, California, more particularly described as follows:

A triangular shaped parcel of land bounded on the North by the South right of way line of the Coachella Valley County Water District Channel, as described in that certain deed recorded January 11, 1967, as Instrument No. 2542, Records of Riverside County, California; bounded on the south by the North line of that certain parcel of land described as Parcel 2 conveyed to Bernard H. Vander Steen by deed recorded December 14, 1956, in Book 2012, Page 117 of Official Records of Riverside County, California; and bounded on the West by a line 44 feet Easterly of, parallel with and measured at right angles to the West line of said Southwest one-quarter of Section 15.

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 April 2, 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 Clerk of the Board at (951) 955-1069.

Dated: April 3, 2024 Kimberly A. Rector, Clerk of the Board
By: Cindy Fernandez, Clerk of the Board Assistant

Published The Press-Enterprise April 5, 2024

The Press-Enterprise

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BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE
PO BOX 1147
RIVERSIDE, CA 92502

Publication: The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc: Adopt of Res. NO. 2024-050

FILE NO. Adopt of Res. NO. 2024-050

PROOF OF PUBLICATION

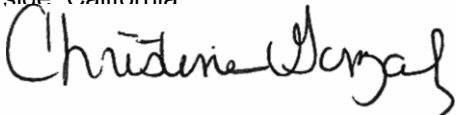
I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper 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:

04/05/2024

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

Date: April 05, 2024.

At: Riverside, California



Legal Advertising Representative, The Press-Enterprise

Legal No. **0011660013**

Ad Copy:

Board of Supervisors

County of Riverside

Resolution No. 2024-050
Authorization to Convey Fee Simple Interest in
Real Property in the City of Palm Desert, County of Riverside,
California, Assessor's Parcel Number 634-040-003
by Grant Deed to the Coachella Valley Water District

WHEREAS, the County of Riverside ("County") is the owner of certain real property in the City of Palm Desert, County of Riverside, State of California, identified as a portion of Assessor's Parcel Number 634-040-003 (the "Property"); and

WHEREAS, the County of Riverside, a political subdivision of the State of California ("County"), owns certain remnant real property which consists of approximately 0.88 acres of land, referred to as a portion of APN 634-040-003 ("Property"); and

WHEREAS, the County of Riverside desires to transfer the Property to the Coachella Valley Water District ("CVWD");

WHEREAS, on January 23, 2024, the County adopted Resolution No. 2024-044, which declared the Property to be exempt surplus land pursuant to California Government Code Section 54221(f)(1)(D); and

WHEREAS, on March 12, 2024, HCD sent a letter to the County acknowledging the County's declaration of exempt surplus property and confirmed the County's compliance with the Surplus Land Act; and

WHEREAS, the County of Riverside desires to transfer the Property to CVWD for the consideration of \$70,000 (Seventy Thousand Dollars); and

WHEREAS, the CVWD and the County of Riverside concur that it would be in both parties' best interest to transfer ownership of the Property to CVWD; 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 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 April 2, 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 15061(b)(3), General Rule or "Common Sense" Exemption; and

2. Authorizes the conveyance to CVWD the following described real property: Certain real property located in the City of Palm Desert, State of California, identified as a 0.88-acre portion of Assessor's Parcel Number 634-040-003 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 Instructions between the County of Riverside and the Coachella Valley Water District ("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 \$17,500 from the proceeds of the sale of this property.

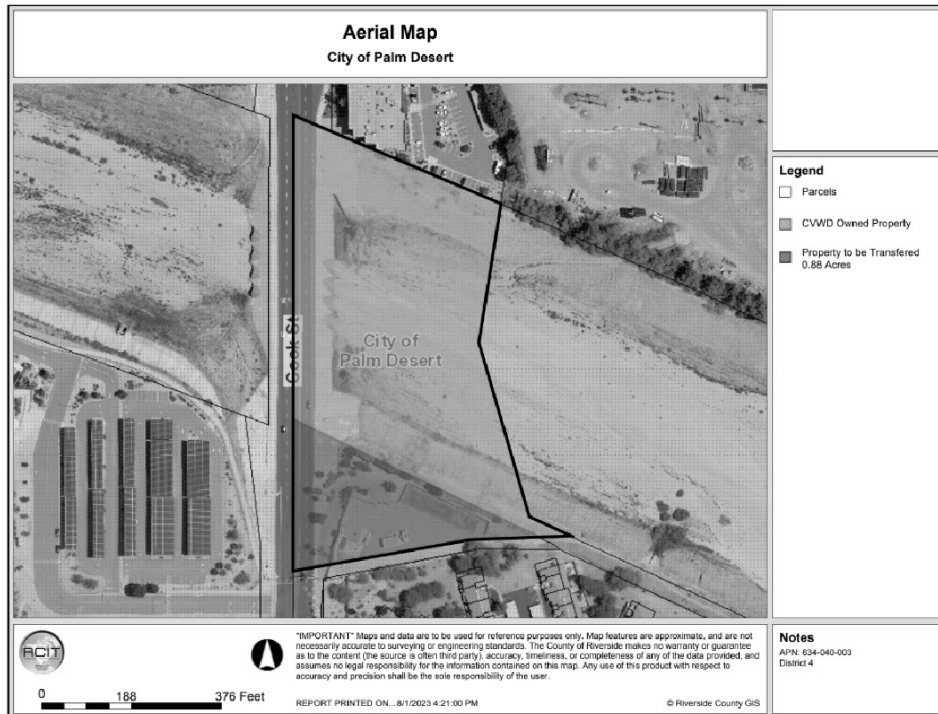
BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the Board to submit the Notice of Exemption to the County Clerk for posting within five days of approval of this project.

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

A parcel of land in the West half of the Southwest quarter of Section 15, Township 5 South, Range 6 East of the San Bernardino Meridian, as recorded in Grant Deed as Instrument No. 69657 on June 28, 1971, Official Records of Riverside County, California, more particularly described as follows:

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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 April 2, 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 Clerk of the Board at (951) 955-1069.

Dated: April 3, 2024 Kimberly A. Rector, Clerk of the Board
 By: Cindy Fernandez, Clerk of the Board Assistant

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