

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



**ITEM: 3.17
(ID # 29678)**

MEETING DATE:
Tuesday, January 27, 2026

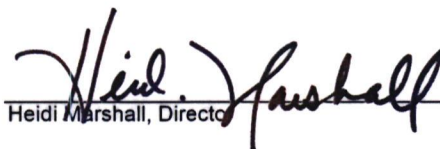
FROM : HOUSING AND WORKFORCE SOLUTIONS

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS: Ratify and Approve the Form of the First Amendment to Exclusive Negotiation Agreement between the County of Riverside and Abode Communities for a Proposed Affordable Rental Housing Project Located in the City of Desert Hot Springs, District 4. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the form of the attached First Amendment to Exclusive Negotiation Agreement (First Amendment) between the County of Riverside and Abode Communities in connection with the proposed affordable housing project, located in the City of Desert Hot Springs; and
2. Authorize the Executive Director, or designee, to execute the First Amendment, substantially conforming in form and substance to the attached, and to take all necessary steps to implement and administer the First Amendment, including but not limited to, signing subsequent necessary and relevant documents and extensions, subject to approval as to form by County Counsel.

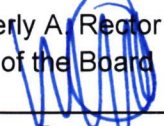
ACTION:Policy


Heidi Marshall, Director 1/13/2026

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: January 27, 2026
xc: HWS

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 2025/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On February 6, 2024 (Minute Order 3.19), the Board of Commissioners approved an Exclusive Negotiation Agreement (ENA) between the County of Riverside (County) and Abode Communities (Abode), a California nonprofit public benefit corporation and affordable housing developer, to explore and negotiate in good faith a possible disposition and development agreement, or such other type of agreement as the parties may deem appropriate, to specify their rights and obligations with respect to the sale of approximately 9.7 acres of land in Desert Hot Springs located at Palm Drive and Park Lane, more specifically identified as Assessor Parcel Number 656-040-061 (Property). Abode is proposing to develop and build a 180-unit affordable housing project on the Property restricted to persons earning 50% or less of the area median income for the County of Riverside (Proposed Project).

On February 7, 2024, County and Abode entered into that certain ENA. Pursuant to the ENA, Abode has received entitlements for the Property through the City of Desert Hot Springs in May of 2025, as well as securing a competitive allocation of funds through the Strategic Growth Counsel’s Affordable Housing and Sustainable Communities program. Abode desires to enter into the attached First Amendment to ENA with the County to extend the negotiation period to January 31, 2027, to allow for time to apply for tax credits in February 2026. The ENA does not constitute a commitment to sell or develop the Property; any agreement arising out of the ENA will be subject to the prior approval of the Board of Commissioners.

Further, the Proposed Project will be developed on the undeveloped portion of Property. Abode is working closely with the City of Desert Hot Springs to process a new parcel map to issue a new legal APN for housing portion of site. A site plan is attached hereto showing proposed parcel upon which Proposed Project is being developed.

County Counsel has reviewed and approved as to the form the form of the First Amendment to ENA. Staff recommend the Board of Supervisors approve the form of the attached First Amendment to ENA.

Impact on Residents and Businesses

The potential development of 180 affordable units will have a positive impact on the residents in the County of Riverside as it will create much needed affordable housing in the County as well as generate construction, maintenance, and property management jobs.

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

Additional Fiscal Information

No general funds will be used for the proposed ENA. Abode will bear its own costs and expenses incurred in connection with negotiating and preparing in good faith a possible disposition and development agreement and a new parcel map, or such other type of agreement as the parties may deem appropriate, for the Proposed Project.

Attachment:

- Form of First Amendment to Exclusive Negotiation Agreement
- Site Plan



Stacey Pena, EO Management Analyst 1/21/2026



Aaron Gettis, Chief Deputy County Counsel 1/21/2026

FIRST AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT

THIS FIRST AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT ("First Amendment") is entered into as of January 31st, 2026 ("Effective Date") and amends that certain Exclusive Negotiation Agreement (the "Agreement") by and between the County of Riverside, a political subdivision of the State of California ("County"), and Abode Communities, a California nonprofit public benefit corporation ("Abode"), collectively referred to as "Parties" and individually as a "Party," on the terms and provisions set forth below:

RECITALS

- A. WHEREAS, on February 6, 2024, Minute Order 3.19 of the Board of Supervisors of the County of Riverside approved the form of the Agreement and authorized the Executive Director, or designee, of County to execute the Agreement;
- B. WHEREAS, the Parties entered into that certain Exclusive Negotiation Agreement dated February 27, 2024 (the "Agreement") and terminating on August 31, 2025, subject to two additional one-year extension periods;
- C. WHEREAS, Minute Order 3.19 authorizes the Director, or designee, to take all necessary steps to implement and administer the Agreement, including but not limited to, signing subsequent necessary and relevant documents and amendments;
- D. WHEREAS, Section II(B) of the Agreement authorizes the Director of County, or designee, in their discretion, to consent to an extension of the Negotiation Period when sufficient progress accomplishing the tasks set forth in the Schedule of Performance of the Agreement and when the Parties continue to work in good faith towards a mutually acceptable DDA;
- E. WHEREAS, the Parties have made significant progress in accomplishing the tasks set forth and continue to work towards a mutually acceptable DDA and desire to further extend and amend the Agreement to accommodate financing for the project contemplated in the Agreement;
- F. WHEREAS, COUNTY owns fee interest to approximately 9.7 acres of land, erroneously identified in the Agreement as Assessor Parcel Number ("APN") 656-040-039-3 and now corrected herein as APN 656-040-061 ("Property"), more specifically described in Exhibit A, attached hereto and incorporated herein, which is the subject of the Agreement and this First Amendment; and
- G. WHEREAS, capitalized terms not otherwise defined in this First Amendment will have the meaning set forth in the Agreement.

NOW, THEREFORE, COUNTY and ABODE hereby mutually agree as follows:

JAN 27 2026

I. Exclusive Negotiating Period.

Section II(B) of the Agreement is hereby amended to reflect that the Negotiating Period is extended to January 31, 2027. During the Negotiating Period, the Parties shall continue to engage in exclusive negotiations pertaining to the acquisition and development of the Property as set forth in the Agreement.

II. General Provisions.

1. Assessor Parcel Number. All references to the erroneous APN of 656-040-039-3 and previously attached Legal Description in the Agreement are hereby deleted in their entirety and replaced with APN 656-040-061, more specifically described in Exhibit A.
2. Nothing in this First Amendment shall be deemed a covenant, promise, or commitment by COUNTY with respect to the disposition of the Property and the final terms of the disposition are all subject to approval by COUNTY's Board of Commissioners and pursuant to all applicable laws.
3. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
4. Conflicts. In the event of any conflict between the Agreement and this First Amendment, this First Amendment shall control.
5. Further Assurances. The Parties agree to execute such other documents and to take such other actions as may be necessary to further the purpose of this First Amendment.
6. Agreement in Full Force and Effect. Except as otherwise expressly modified herein, all other terms and conditions of the Agreement remain unmodified and in full force and effect.
7. Effective Date. The Effective Date of this First Amendment shall be January 31st, 2026.

[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the dates set forth below.

COUNTY:

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

ABODE:

Abode Communities, a California nonprofit public benefit corporation

form - do not sign

form - do not sign

By: _____
Heidi Marshall,
Director, Housing and Workforce
Solutions

By: _____
Laura Regus, Senior Vice President,
Development

Date: _____

Date: _____

APPROVED AS TO FORM:

MINH C. TRAN
COUNTY COUNSEL

By:  _____
Amrit P. Dhillon,
Deputy County Counsel

EXHIBIT A
LEGAL DESCRIPTION

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

THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION
6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF
DESERT HOT SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING
TO THE OFFICIAL PLAT THEREOF.

EXCEPT THAT PORTION OF SAID LAND LYING EASTERLY OF THE FOLLOWING
DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER, SAID
POINT BEING THE NORTHEAST QUARTER OF PARCEL "B" OF PARCEL MAP NO. 17663,
AS SHOWN ON MAP FILED IN BOOK 102, PAGES 9 THROUGH 11 INCLUSIVE OF
PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;
THENCE ALONG THE EASTERLY LINE OF SAID PARCEL "B" AND ITS PROLONGATION,
SOUTH 0°07'36" WEST TO THE SOUTHERLY LINE OF SAID NORTH HALF.

ALSO EXCEPTING THAT PORTION OF THE SOUTH 30 FEET OF THE NORTH HALF OF
THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SAN
BERNARDINO MERIDIAN, IN THE CITY OF DESERT HOT SPRINGS, COUNTY OF
RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF,
LYING BETWEEN THE EASTERLY LINE OF PALM DRIVE AS DESCRIBED IN DEED
RECORDED IN BOOK 467, PAGE 521 OF OFFICIAL RECORDS OF SAID COUNTY, AND
THE SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT B OF PARCEL MAP NO.
17663, AS SHOWN ON MAP FILED IN BOOK 102, PAGES 9 THROUGH 11 INCLUSIVE OF
PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, PER
DEED RECORDED NOVEMBER 28, 1990 AS INSTRUMENT NO. 432371 OF OFFICIAL
RECORDS.

APN 656-040-061



3573 HAYDEN AVENUE
CULVER CITY, CA 90232
310.399.7975
KFALOSANGELES.COM

Abode Park Lane Homes

Park Lane
Desert Hot Springs, CA 92240

Abode Communities
1149 S Hill Street, Ste 700
Los Angeles, CA 90015

THIS DRAWING AND THE INFORMATION CONTAINED HEREIN ARE THE COPYRIGHTED WORK OF KFA, LLC AND MAY NOT BE REPRODUCED WITHOUT WRITTEN PERMISSION FROM KFA, LLC.
**ENTITLEMENT
RE-SUBMITTAL**
JOB NUMBER:
2024-081.00
DATE:
04.09.2025
REVISIONS:

SHEET TITLE
SITE PLAN

SHEET NUMBER:
A01
15/02/2025 2:41:26 PM

NOTES

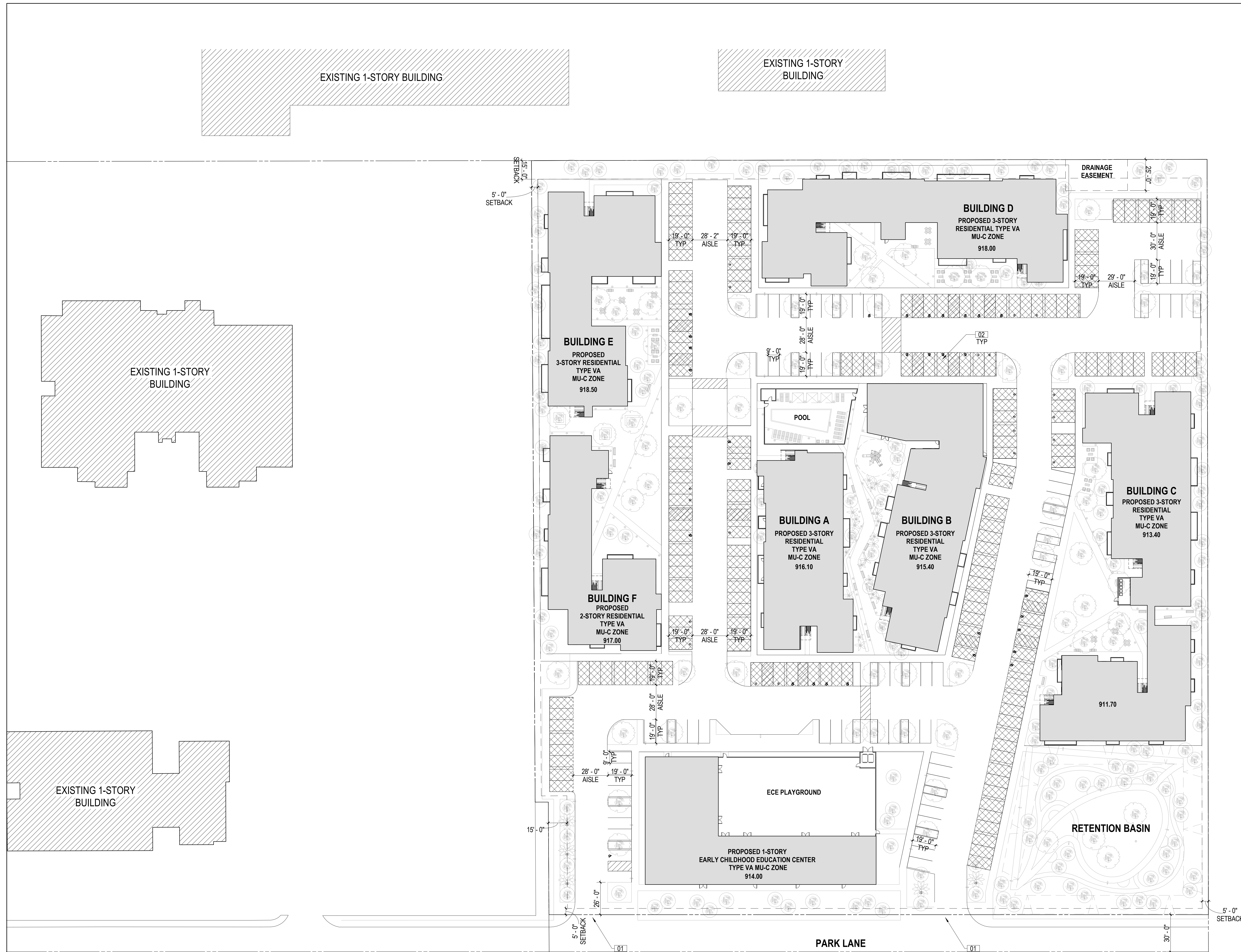
- 01 DRIVEWAY ENTRANCE
- 02 CARPORT CANOPY WITH SOLAR PANELS
- 03 FUTURE ACCESS TO LIBRARY

SHEET NOTES

- A. ALL DIMENSIONS ARE TO FOS OR FOM UNO.
- B. SEE SHEETS G040-G042 FOR TYPICAL ACCESSIBILITY REQUIREMENTS.
- C. ALL DIMENSIONS INDICATED AS "CLR" ARE FROM FINISH TO FINISH.
- D. PROVIDE EXPANSION JOINTS AT ALL POINTS OF CONTACT BETWEEN SLAB AND VERTICAL SURFACES.
- E. CONTROL JOINTS OR CONSTRUCTION JOINTS SHALL DIVIDE THE SLAB ON GRADE INTO SECTIONS WITH AREAS NOT EXCEEDING 400SF (20' X 20') WITHOUT RE-ENTRANT CORNERS AND LENGTH TO WIDTH RATIO NOT EXCEEDING 1 1/2:1. ADDITIONAL CONTROL OR CONSTRUCTION JOINTS SHALL BE PLACED AT RE-ENTRANT CORNERS.

LEGEND

- GROUND FLOOR FOOTPRINT
- EXISTING BUILDING
- COVERED PARKING WITH SOLAR PANEL CANOPY
- UPPER LEVEL FOOTPRINT
- ACCESSIBLE PATH OF TRAVEL



SITE PLAN
1/32" = 1'-0"

