

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



569

FROM: Economic Development Agency

SUBMITTAL DATE:
November 25, 2014

SUBJECT: Development and Construction Agreement between the County of Riverside and the Galilee Center, Inc. for the Construction of the Mecca Comfort Station, District 4/District 4, CEQA Exempt, [\$1,950,000] General Fund 87.2%, Grant Funds 12.8%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Existing Facilities, and CEQA Guidelines Section 15061, General Rule or "Common Sense";
2. Approve the attached Development and Construction Agreement (Comfort Station) between the County of Riverside and Galilee Center, Inc., including all attachments thereto, for the construction of the Mecca Comfort Station project (Development Agreement);
3. Authorize the Chairman of the Board of Supervisors to execute the Development Agreement, including all attachments thereto;

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 1,275,000	\$ 75,000	\$ 1,950,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 1,111,800	\$ 50,000	\$ 1,700,000	\$ 0	

SOURCE OF FUNDS: General Fund 87.2%, Grant Funds 12.8%	Budget Adjustment: Yes
	For Fiscal Year: 2014/15-2023/24

C.E.O. RECOMMENDATION:

APPROVE

BY:
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
 DATE
 BY: GREGORY P. PRIAMOS
 REVIEWED BY CIP
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Esteban Hernandez
 FISCAL PROCEDURES APPROVED
 11/25/14
 Ivan M. Chand
 Department of Concurrence
 11/19/14

- A-30
- 4/5 Vote
- Positions Added
- Change Order
- Vote

Prev. Agn. Ref.: 3-67 of 07/29/14; 3-79 of 04/22/14

District: 4/4

Agenda Number:

3-10

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

Economic Development Agency

FORM 11: Development and Construction Agreement between the County of Riverside and the Galilee Center, Inc. for the Construction of the Mecca Comfort Station, District 4/District 4, [\$1,950,000] General Fund 87.2%, Grant Funds 12.8%

DATE: November 25, 2014

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RECOMMENDED MOTION: (Continued)

4. Authorize the Assistant County Executive Officer/EDA, or designee, to take all necessary steps to implement the Development Agreement, including all attachments, including, but not limited to, signing subsequent necessary and relevant documents, subject to approval by County Counsel;
5. Approve and direct the Auditor Controller to adjust the 2014/2015 budget as outlined in Schedule A attached hereto; and
6. Direct the Clerk of the Board to file a Notice of Exemption.

BACKGROUND:

Summary

On April 22, 2014 the Board of Supervisors approved Resolution No. 2014-094 authorizing a commitment of \$1.7 million dollars (Comfort Station Funding) to Galilee Center, Inc., (Galilee Center) for the development of the Mecca Comfort Station in Mecca, California, which commitment was valid until June 30, 2014. The funding commitment was extended by the Board of Supervisors on July 29, 2014 pursuant to Resolution No. 2014-170 until March 30, 2015, which allowed for additional time to negotiate and execute an agreement between the Galilee Center and the County of Riverside. Pursuant to Resolutions Nos. 2014-094 and 2014-170 (collectively, the Resolutions), the Comfort Station Funding commitment was subject to the satisfaction of the conditions precedent set forth in the Resolutions and the negotiation of a proposed Development and Construction Agreement. The Galilee Center and County of Riverside staff have negotiated a proposed Development and Construction Agreement for the construction and operation, for a minimum 10 year period, of shower, restroom and laundry facilities (Mecca Comfort Station) which is attached hereto for the Board of Supervisors' consideration. The proposed Development and Construction Agreement satisfies the conditions precedent set forth in the Resolutions. The Mecca Comfort Station will benefit migrant farmworkers and members of the community.

In May 2000, the County of Riverside entered into a Voluntary Compliance Agreement (Voluntary Compliance Agreement) with the U.S. Department of Housing and Urban Development (HUD). A main component of the agreement was for the County of Riverside to provide programs, facilities and services that address the needs of farmworkers in the Mecca, Thermal, Oasis and North Shore communities. The County has met those obligations through various programs and projects in the Coachella Valley. However, despite the County's ongoing effort in providing showers, restrooms and laundry facilities (the Mecca Comfort Station) a permanent solution has remained elusive due to issues with funding and location of the facilities.

Originally, the property owned by Desert Alliance for Community Empowerment (DACE) located at 92-124 Avenue 68 in Mecca had been selected as the permanent site. Due to concerns about the distance, and later, the elimination of redevelopment, the project site was no longer feasible. Thereafter a new project site was selected near downtown Mecca, and County staff entered into negotiations with the owner. It was the intent to use redevelopment funds for the purchase of the site and the construction of the facility. However, before the site purchase could be completed, the State of California eliminated redevelopment agencies. The County's request to use redevelopment funds to move this project forward was denied by the State of California.

(Continued)

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

Economic Development Agency

FORM 11: Development and Construction Agreement between the County of Riverside and the Galilee Center, Inc. for the Construction of the Mecca Comfort Station, District 4/District 4, [\$1,950,000] General Fund 87.2%, Grant Funds 12.8%

DATE: November 25, 2014

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BACKGROUND:

Summary (Continued)

In order to meet the County's obligation to HUD for a permanent facility, alternate funding through the County's General Fund and grant funds have been identified for the Mecca Comfort Station project. Since the adoption of Resolutions 2014-094 and 2014-170, County staff and the Galilee Center have reviewed potential operational costs for the facility and have determined that \$75,000 per year is more appropriate than the original \$50,000 proposed considering the likely utility costs during the summer season.

Pursuant to the California Environmental Quality Act (CEQA), the Development and Construction Agreement was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines 15301, Class 1 – Existing Facilities and CEQA Guidelines 15061 (b)(3), General Rule or Common Sense Exemption. The proposed project, the Development and Construction Agreement, involves the interior rehabilitation of an existing facility to include shower, restroom and laundry facilities, and no expansion of an existing use will occur. In addition, there is no possibility that the proposed project will have a significant effect on the environment. The improvements are limited to interior upgrades only and no direct or indirect physical environmental impacts would occur. The A Notice of Exemption will be filed with the County Clerk, upon approval of the Development and Construction Agreement. County staff recommends approval of the proposed Development and Construction Agreement, including all attachments thereto, and the budget adjustment outlined in Schedule A, each respectively attached hereto.

Impact on Citizens and Businesses

The project will provide a needed community facility for migrant farmworkers and all other community members who may need laundry, restroom or shower facilities.

SUPPLEMENTAL:

Additional Fiscal Information

The funding amount committed for the Mecca Comfort Station is \$1,950,000. For construction, \$1,200,000 will be distributed to The Galilee Center, Inc., in accordance with the draft Disbursement Agreement, Attachment No. 9 of the Development and Construction Agreement. For operation costs, \$750,000 will be distributed over the ten-year covenant period, commencing at the time the Notice of Completion is issued. A budget adjustment in the amount of \$1,200,000 is needed for FY 2014/15. There are costs in the amount of \$75,000 per year for an additional 9 years.

ATTACHMENT:

Development and Construction Agreement, including all attachments
Schedule A

Schedule A
(Commences on Page 4)

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

Economic Development Agency

FORM 11: Development and Construction Agreement between the County of Riverside and the Galilee Center, Inc. for the Construction of the Mecca Comfort Station, District 4/District 4, [\$1,950,000] General Fund 87.2%, Grant Funds 12.8%

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SCHEDULE A

FY 2014/15

Decrease committed fund balance:

10000-1000100000-330155	CFB-Legal Liabilities	\$1,200,000
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Increase appropriations:

10000-1101000000-551100	Contrib. to Other County Funds	\$1,200,000
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DEVELOPMENT AND CONSTRUCTION AGREEMENT
(Comfort Station)

by and between

THE COUNTY OF RIVERSIDE,

County,

and

THE GALILEE CENTER, INC.,

Developer

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Mecca Comfort Station
Galilee Center, Mecca
November 2014

DEVELOPMENT AND CONSTRUCTION AGREEMENT

THIS DEVELOPMENT AND CONSTRUCTION AGREEMENT (the “Agreement”) is entered into by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (the “County”) and the GALILEE CENTER, INC., a California nonprofit corporation (the “Developer”) as of _____, 2014. County and Developer agree as follows:

PART 1. SUBJECT OF AGREEMENT

SECTION 101 Purpose of the Agreement

Developer owns a leasehold interest (“Leasehold”) in that certain real property located at 66-101 Hammond Road, Mecca, California, 92236 pursuant to that certain Lease dated June 15, 2006 between Developer, as successor in interest to Extended Hands Ministry, (as lessee), and the Union Pacific Railroad Company (as landlord) (“Lease”). The Leasehold consists of approximately 1.93 acres of improved land, as depicted on the Site Map and described in the legal description, attached hereto as Exhibits A and B respectively and each incorporated herein by this reference (“Property”). The Property is currently operated as a distribution center benefiting the underprivileged and disadvantaged by providing food, clothing, and other basic needs. The purpose of this Agreement is to provide part of the financing for the development on a portion of the Property (“Mecca Comfort Station Area”) of shower, laundry and restroom facilities and adequate parking facilities (“Project”), as more specifically described in this Agreement. The development and use of the Mecca Comfort Station Area pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the County of Riverside, Community of Mecca, and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state, and local laws and requirements.

County acknowledges that the term of the Lease is “year to year” terminable without cause upon 30 days’ notice by Union Pacific Railroad Company. County acknowledges and agrees that in the event Union Pacific Railroad terminates the Lease, without cause, after the Closing and prior to the expiration of the Covenant Period, Developer’s inability to perform its obligations pursuant to this Agreement and the Operating Covenants shall not constitute a default hereunder.

SECTION 102 Definitions

For purposes of this Agreement, the following capitalized terms shall have the following meanings:

“Assistant CEO/EDA” means the Assistant County Executive Officer/Economic Development Agency or designee.

“Affiliate” means (1) any Person directly or indirectly controlling, controlled by or under common control with another Person; (2) any Person owning or controlling ten percent (10%) or more of the outstanding voting securities of such other Person; or (3) if that other Person is an officer, director, member or partner, any company for which such Person acts in any such capacity. The term “control” as used in the immediately preceding sentence, means the power to direct the management or the power to control election of the board of directors. It shall be a presumption that control with respect to a corporation or limited liability company is the right to exercise or control, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the controlled corporation or limited liability company, and, with respect to any individual, partnership, trust, other entity or association, control is the possession, indirectly or directly, of the power to direct or cause the direction of the management or policies of the controlled entity. It shall also be a presumption that the managing General Partner of a limited partnership controls the limited partnership.

“Audited Financial Statement” means an audited financial statement, including without limitation a profit and loss statement, generated by a third party certified public accountant acceptable to the County in its reasonable discretion, showing, for the previous Year, on a monthly basis and in an easily readable format, gross revenues, Operating Costs, debt service, operating reserves, and capital replacement reserves.

“Capital Contributions” shall mean that certain amount of money derived from third-party donations that equals (or exceeds) the County approved Development Costs less the cumulative amount of the County Forgivable Loan funds necessary for the financing of the Project.

“Certificate of Completion” means the certificate to be issued by the County upon Completion, substantially in the form of Attachment No. 11 attached hereto and incorporated herein by this reference, in accordance with Section 325 of this Agreement.

“County Forgivable Loan” means the forgivable loan by the County to Developer to be used to pay a portion of the Development Costs and the Operating Costs in a principal amount not to exceed ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$1,700,000). The County Forgivable Loan shall be evidenced by the County Forgivable Loan Note (Attachment No. 7) and secured by the UCC-1 (Attachment No.8) and other County Loan Documents.

“County Loan Documents” means the County Forgivable Loan Note (Attachment No. 7), Operating Covenants (Attachment No. 5), the UCC-1 Financing Statement (Attachment No. 8), the Disbursement Agreement (Attachment No. 9), and such other documents necessary to effectuate and implement this Agreement, and the County Forgivable Loan.

“County Forgivable Loan Note” means the promissory note substantially in the form attached to this Agreement as Attachment No. 7 and incorporated herein by this reference, evidencing the County Forgivable Loan.

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“Closing” means the point in time when all conditions precedent to the first disbursement of the County Forgivable Loan from County to Developer have been satisfied, as set forth in Section 204 of this Agreement.

“Closing Date” means the date on which the Closing has occurred.

“Completion” means the point in time when all of the following shall have occurred: (1) issuance of a certificate of occupancy by the County Building Inspector; (2) recordation or filing, as applicable, of a Notice of Completion by Developer or its contractor; (3) certification by the project architect that construction of the Improvements (with the exception of minor “punchlist” items) has been completed in a good and workmanlike manner and substantially in accordance with the approved plans and specifications; (4) payment, settlement or other extinguishment, discharge, release, waiver, bonding or insuring against any mechanic’s liens that have been recorded or stop notices that have been delivered; and (5) the Mecca Comfort Station Area has been developed in accordance with this Agreement, the Scope of Development and plans approved by the County pursuant to this Agreement.

“Construction Lender” means the maker of any Construction Loan or beneficiary of any Construction Loan deed of trust.

“Construction Loan” means, collectively, the source of financing in the form of a loan made to the Developer at the time of the Closing for construction of the Improvements, if any, secured against the Leasehold by the Construction Loan Deed of Trust.

“Construction Loan Deed of Trust” means the deed of trust, if any, securing the Construction Loan.

“Covenant Period” means the ten year (10) year period, commencing upon the issuance of a final certificate of occupancy for the Project and continuing until the eleventh (11th) anniversary thereof, including any extensions thereto agreed to in writing by the parties.

“Development Costs” means the total cost of developing and constructing the Improvements thereon, as set forth in the Project Budget, including Eligible Predevelopment Costs.

“Disbursement Agreement” means the agreement substantially in the form attached to this Agreement as Attachment No. 9 and incorporated herein by this reference.

“Effective Date” means the date the parties execute this Agreement. If the parties execute the Agreement on more than one date, then the last date the Agreement is executed by a party shall be the effective date.

“Eligible Predevelopment Costs” means and includes the predevelopment expenses identified in the Description of Predevelopment Expenses attached to this Agreement as Attachment No. 10. “Eligible Predevelopment Costs” shall not include Developer’s administrative costs.

“Entitlements” means and include any and all general plan amendments, zoning approvals or changes, required approvals and certifications under the California Environmental Quality Act (including and subject to all mitigation measures), tentative and final tract maps, variances, site plans, conditional use permits, demolition permits, excavation/foundation permits, grading permits, building permits, inspection reports and approvals, certificates of occupancy and other approvals, permits, certificates, authorizations, consents, orders, entitlements, filings or registrations, and actions of any nature whatsoever required from any governmental agency in order to commence and complete the construction of the Improvements and occupancy and operation of the Project.

“Environmental Laws” shall mean any federal, state or local environmental, health and/or safety-related law, rule, regulation, requirement, order, ordinance, directive, guideline, permit or permit condition, currently existing and as amended, enacted, issued or adopted in the future.

“Governmental Entity” means any governmental entity, agency or political subdivision, now in existence or hereinafter created with jurisdiction over the Mecca Comfort Station Area and or the Improvements.

“Governmental Restrictions” shall mean and include any and all laws, statutes, official policies, ordinances, codes, formal decrees, rulings, regulations, writs, injunctions, orders, rules, conditions of approval or authorizations of any governmental entity, agency or political subdivision, now in force or hereafter adopted, which are applicable to the Mecca Comfort Station Area or the use thereof as of the date such term is being applied.

“Hazardous Substances” shall mean any substance, material or waste which is or becomes regulated by the United States government, the State of California, or any local or other governmental authority, including, without limitation, any material, substance or waste which is (i) defined as a “hazardous waste,” “acutely hazardous waste,” “restricted hazardous waste,” or “extremely hazardous waste” under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code; (ii) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code; (iii) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Section 25501 of the California Health and Safety Code; (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code; (v) petroleum; (vi) asbestos; (vii) a polychlorinated biphenyl; (viii) listed under Article 9 or defined as “hazardous” or “extremely hazardous” pursuant to Article 11 of Title 22 of the California Code of Regulations, Chapter 20; (ix) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act (33 U.S.C. Section 1317); (x) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Section 6903); (xi) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601); or (xii) any other substance, whether in the form of a solid, liquid, gas or any other form whatsoever, which by any governmental requirements either requires special handling in its use, transportation, generation, collection, storage, treatment or disposal, or is defined as “hazardous” or is harmful to the environment or capable of posing a risk of injury to public health and safety. “Hazardous Substances” do not include materials customarily used in

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the construction, development, operation or maintenance of real estate, provided such substances are used in accordance with all laws.

“Improvements” means the improvements more particularly described in the Scope of Development (Attachment No. 3), including, more generally, a men’s restroom facility that includes, at a minimum, a changing table, 6 men’s shower stalls, 5 men’s toilets, 5 hand sinks and 5 lockers (at least 1 of each amenity shall be ADA accessible), with hot and cold running water; a women’s restroom facility that includes, at a minimum, a changing table, 6 women’s shower stalls, 5 women’s toilets, 5 hand sinks and five lockers (at least 1 of each amenity shall be ADA accessible) with hot and cold running water; a laundry facility that includes 8 washing machines with hot and cold running water, a separate family facility, 8 dryers and a vending machine for laundry supplies and associated improvements as required by this Agreement to be developed by the Developer upon the Mecca Comfort Station Area, with related offsite improvements.

“Legal Description” means the legal description of the Property, including the Mecca Comfort Station Area, attached to this Agreement as Attachment No. 2 and incorporated herein by this reference.

“Leasehold” or “Leasehold Interest” means Developer’s leasehold interest in that certain real property located at 66-101 Hammond Road, Mecca, California, 92236 pursuant to that certain Lease dated June 15, 2006 between Developer (as lessee) and the Union Pacific Railroad Company (as landlord).

“Mecca Comfort Station” means the Improvements developed and operated on the Mecca Comfort Station Area by Developer pursuant to this Agreement, the Scope of Development, and the Operating Covenants.

“Mecca Comfort Station Area” means the portion of the Property where the Mecca Comfort Station shall be located and operated as depicted on the Site Map attached hereto as Attachment No.1.

“Notice of Completion” shall have the same definition as set forth in California Civil Code section 8182.

“Official Records” means the Official Records of the County of Riverside Recorder’s Office.

“Operating Covenants” means the Operating Covenant Agreement, substantially in the form attached to this Agreement as Attachment No. 5.

“Operating Costs” means actual, reasonable and customary costs, fees and expenses directly attributable to the operation, maintenance and management of the Improvements and the Mecca Comfort Station Area upon which the Improvements are located, expressly including, without limitation: onsite administrative costs (including salaries and benefits); maintenance costs (including materials and labor); painting, cleaning, repairs and alterations; landscaping; utilities;

Mecca Comfort Station
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rubbish removal; certificates, permits and licenses; sewer charges; insurance; and security; and fees and expenses of accountants and attorneys.

“Permitted Transfer” means any of the following:

- a. A conveyance of a security interest in the Leasehold in connection with any Senior Loan and any transfer of title by foreclosure, deed or other conveyance in lieu of foreclosure in connection therewith;
- b. A conveyance of the Leasehold to any Affiliate of Developer; and
- c. The granting of easements or permits to facilitate the development of the Mecca Comfort Station Area in accordance with this Agreement.

Any transfer described above shall be subject to the reasonable approval of documentation by the Assistant CEO/EDA or designee.

“Permitted Mortgage” means a mortgage approved in writing by the County as a source of financing for the Project.

“Person” means an individual, partnership, limited partnership, trust, estate, association, foundation, corporation, limited liability company, or other entity, domestic or foreign.

“Predevelopment Disbursement” or “Predevelopment Distribution” means the disbursement by County to Developer of \$75,000 from the County Forgivable Loan upon the County and Developer’s execution of this Agreement pursuant to Section 202 of this Agreement and the Disbursement Agreement, which is attached hereto as Attachment No. 9 and incorporated herein by this reference.

“Project” refers to the construction of the Improvements on the Mecca Comfort Station Area and offsite improvements, and the operation of the Mecca Comfort Station for the duration of the Covenant Term as required herein and the Operating Covenants.

“Project Budget” means the schedule of sources and uses attached to this Agreement as Attachment No. 6 and incorporated herein by this reference.

“Property” means the real property described in Section 103 of this Agreement.

“Schedule of Performance” means the document attached to this Agreement as Attachment No. 4 and incorporated herein by this reference.

“Scope of Development” means the document attached to this Agreement as Attachment No. 3 and incorporated herein by this reference.

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“Senior Lender” means the maker of any Senior Loan or beneficiary of any Senior Loan deed of trust first approved in writing by the County.

“Senior Loan” means a source of financing the Project in the form of a Construction Loan, the Permanent Loan or any other loan, credit enhancement or construction period guaranty facility, if any, secured by a deed of trust or other instrument against the Leasehold to which the County approved in writing.

“Site Map” means the document which is attached to this Agreement as Attachment No. 1 and incorporated herein by this reference.

“UCC-1” means a financing statement, substantially in the form attached to this Agreement as Attachment No. 8 and incorporated herein by this reference.

“Year” means each calendar year commencing as of the date of the issuance of the Notice of Completion. For example Year 1 begins on the issuance of the Notice of Completion and ends on the first anniversary from the issuance of the Notice of Completion, and Year 10 begins on the ninth anniversary from the issuance of the Notice of Completion and ends on the tenth anniversary from the issuance of the Notice of Completion.

SECTION 103 The Property

The “Property” is located at 66-101 Hammond Road, Mecca, California, 92236. The Property is depicted on the Site Map attached hereto as Attachment No. 1. The legal description of the Property is set forth in the Legal Description attached hereto as Attachment No. 2. The Mecca Comfort Station Area is located within the Property as depicted on the Site Map attached hereto as Attachment No.1.

SECTION 104 County

- a. County is a political subdivision of the State of California.
- b. The address of the County for purposes of receiving notices pursuant to this Agreement shall be:

Riverside County
Economic Development Agency
3403 10th Street, Suite 300
Riverside, CA 92501
Attn: Robert Field,
Assistant County Executive Officer/EDA

- c. “County” as used in this Agreement includes the County of Riverside and any assignee or successor to its rights, powers and responsibilities.

SECTION 105 Reserved

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SECTION 106 Developer

a. Developer is Galilee Center, Inc., a California non-profit corporation. The address of Developer for purposes of receiving notices pursuant to this Agreement is as follows:

Galilee Center, Inc.
66101 Hammond Road
Mecca, CA 92254
Attn: Gloria Gomez, Director

b. Whenever the term "Developer" is used herein, such term means and include the Developer as of the date hereof, and any assignee of or successor to its rights, powers and responsibilities permitted by this Agreement.

c. The Developer hereby represents and warrants as follows:

Developer (a) is a California nonprofit corporation validly existing and in a good standing under the laws of the State of California; (b) has all requisite and the authority to conduct its business and own, purchase, improve and sell its properties. Developer is in compliance in all material respects with all laws applicable to its business and has obtained all approvals, licenses, exemptions and other authorization from, and has accomplished all filings, registrations and qualifications with any governmental agency that are necessary for the transaction of its business; (c) Developer has and will in the future duly authorize, execute and deliver this Agreement and any and all other agreements and documents required to be executed and delivered by the Developer in order to carry out, give effect to, and consummate the transaction contemplated by this Agreement; (d) Developer does not have any material contingent obligation or any obligation or any material contractual agreement which could material adversely affect the ability of the Developer to carry out its obligation hereunder; (e) there are no material pending or, so far as is known to the Developer, threatened, legal proceedings to which the Developer is or may be made a party or to which any of its property is or may become subject, which any of its property is or may become subject, which have not been fully disclosed by the Developer to the County in this Agreement which could materially adversely affect the ability of the Developer to carry out its obligation hereunder; (f) there is no action or proceeding pending or, to the Developer 's best knowledge, threated , looking toward the dissolution or liquidation of the Developer and there is no action or proceeding pending or, to the Developer's best knowledge, threatened by or against the Developer which could affect the validity and enforceability of the term of this Agreement, or materially and adversely affect the ability of the Developer to carry out its obligations hereunder; and (g) Developer is not the subject of a bankruptcy proceeding.

Developer further represents and warrants that Developer has all requisite authority to execute and perform its obligation under this Agreement and the County Loan Documents. The

execution and delivery by Developer of, and the performance by Developer of its obligations under, each County Loan Document has been authorized by all necessary action and do not and will not violate any provisions of, or require any consent or approval not therefore obtained under, any articles of incorporation, by-laws or other governing documents applicable to Developer.

SECTION 107 Assignments and Transfers

- a. Developer represents and agrees that its undertakings pursuant to this Agreement are for the purpose of developing the Mecca Comfort Station Area and operating the Mecca Comfort Station thereon. Developer further recognizes that the qualifications and identity of Developer are of particular concern to the County, in light of the following: (1) the importance of the development of the Mecca Comfort Station Area to the general welfare of the community; and (2) the fact that a change in ownership or control of Developer or any other act or transaction involving or resulting in a significant change in ownership or control of Developer, is for practical purposes a transfer or disposition of the property then owned by Developer. Developer further recognizes that it is because of such qualifications and identity that the County is entering into the Agreement with Developer. Therefore, no voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement except as expressly permitted herein.
- b. Prior to the expiration of the Covenant Period, Developer shall not assign all or any part of this Agreement, or any interest herein, without the prior written approval of the County. Subject to review of documentation effectuating any such proposed assignment or transfer, the County agrees to reasonably give such approval if the assignment is a Permitted Transfer.
- c. For the reasons cited above, Developer represents and agrees for itself and any successor in interest that prior to the expiration of the Covenant Period, without the prior written approval of the County, there shall be no significant change in the ownership of Developer or in the relative proportions thereof, or with respect to the identity of the parties in control of Developer or the degree thereof, by any method or means, except Permitted Transfers.
- d. Any assignment or transfer of this Agreement or any interest herein or significant change in ownership of Developer, other than certain Permitted Transfers, shall require the approval of the County, which shall not be unreasonably withheld. To the extent County approval of an assignment or transfer is required by this Agreement, in granting or withholding its approval, County shall base its decision upon the relevant experience, financial capability and reputation of the proposed assignee or transferee and the effect, if any, of such proposed transfer on the public purposes of this Agreement. In addition, County shall not approve any assignment or transfer of this Agreement or any interest herein or significant change in ownership of Developer that results in payment of consideration to any Person prior to the issuance of the Certificate of Completion and that is not conditioned upon the issuance of the Certificate of Completion.
- e. Developer shall promptly notify the County of any and all changes whatsoever in the identity of the parties in control of Developer or the degree thereof, of which it or any of its officers

have been notified or otherwise have knowledge or information. The parties agree that, so long as Developer's sole member remains a nonprofit corporation, a routine change in individual members of its board of directors shall not be deemed to constitute a change subject to County written approval required hereunder. Except for Permitted Transfers, this Agreement may be terminated by the County if there is any significant change (voluntary or involuntary) in membership, management or control, of Developer (other than such changes occasioned by the death or incapacity of any individual) prior to the expiration of the Covenant Period. In the event, prior to the expiration of the Covenant Period, of the death or incapacity of any individual who controls Developer or the managing member of Developer, any resulting change in the management of the Mecca Comfort Station or the control of the day-to-day operations of the Mecca Comfort Station Area and the Improvements shall be subject to the approval of the Assistant CEO/EDA or designee, which approval shall not be unreasonably withheld, conditioned or delayed.

f. Permitted Transfers and any other assignments or transfers approved by the County shall be evidenced by the Developer's, assignee's, and County's execution of an Assignment and Assumption Agreement approved as to form and content by the County.

g. The restrictions of this Section 107 shall terminate upon the expiration of the Covenant Period.

PART 2. COUNTY FINANCIAL ASSISTANCE

SECTION 201 Method of Financing

The Development Costs shall be financed with a combination of sources of financing for the Project including the following intended sources: the County Forgivable Loan and Capital Contributions.

SECTION 202 County Forgivable Loan; Pre-Development Disbursement

- a. In accordance with and subject to the terms and conditions of this Agreement, the County agrees to lend to Developer, and Developer agrees to borrow from the County, the County Forgivable Loan, in an amount not to exceed ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$1,700,000), including any County loan proceeds disbursed to Developer for Development Costs, including Eligible Predevelopment Costs, in consideration for Developer's agreement to complete the Project in accordance with the Scope of Development and to operate the Mecca Comfort Station as required herein. The County Forgivable Loan shall be disbursed by County to Developer pursuant to the Disbursement Agreement, attached hereto as Attachment No. 9. The County Forgivable Loan shall be evidenced by the County Forgivable Loan Note (Attachment No. 7), and repayment shall be secured by the other County Loan Documents. Developer hereby consents to the recording and filing, with the appropriate Governmental Entity of a UCC-1 Financing Statement conforming in form and substance to the form of UCC-1 Financing Statement

attached hereto as Attachment No. 8 and incorporated herein by this reference. Provided Developer is not in default under the terms of this Agreement, the County Forgivable Loan Note, or any other County Loan Documents, the County Forgivable Loan Note shall be forgiven and cancelled after the expiration of the Covenant Period as more particularly set forth in the County Forgivable Loan Note, and repayment of the County Forgivable Loan amount by Developer shall not be required.

- b. Upon the execution of this Agreement by the Parties and Developer's satisfaction of the conditions precedent set forth in Section 204.a.1 through 204.a.7 of this Agreement, County shall disburse \$75,000 to Developer (i.e., Predevelopment Disbursement), to be used to pay Eligible Predevelopment Costs pursuant to this Agreement and as set forth in the Disbursement Agreement. The Pre-Development Disbursement funds shall be derived from the County Forgivable Loan.

SECTION 202A Submission of Application for Additional Financing; Operating Costs

Developer may submit an application to the County for a grant/award of Community Development Block Grant (CDBG) funds to be used to pay Operating Costs for the Mecca Comfort Station; provided, however, any such grant or award of CDBG funds shall be subject to the prior written approval of the County Board of Supervisors in its sole and absolute discretion. Developer acknowledges and agrees that this Agreement does not constitute an agreement by the County to provide, grant or award any CDBG funds to Developer, or any other third party, for Development Costs or Operating Costs. Any County award or grant of CDBG funds to Developer relating to the Mecca Comfort Station shall be stated by a separate written agreement subject to (i) the prior written approval of the County Board of Supervisors in its sole and absolute discretion, and (ii) County receiving an entitlement CDBG allocation as determined by HUD on an annual basis. Applications for an award of CDBG funds can be obtained from the County's Economic Development Agency/Community Services Division during the annual application cycle. The CDBG program is a federally funded block grant program, with the overall goal to develop viable urban communities by providing decent housing and a suitable living environment primarily for low-mod income persons. CDBG-funded projects must satisfy one of three national program objectives (i) provide a benefit to low and moderate income persons, (ii) prevent or eliminate slums and blight, or (iii) meet other urgent community development needs due to natural disasters or other emergencies.

SECTION 203 Project Costs

- a. All Development Costs shall be the sole responsibility of Developer as provided in the Project Budget attached to this Agreement as Attachment No. 6. The parties hereby acknowledge and agree that any increase in costs above the amounts heretofore projected or assumed by Developer, or decreases in revenues below the amounts heretofore projected or assumed by Developer, shall be at the sole financial risk of Developer.

- b. The parties anticipate that all Development Costs shall be as set forth in the Project Budget. Any change order in excess of Fifty Thousand Dollars (\$50,000) or any

amendment to the total Project Budget in excess of Fifty Thousand Dollars (\$50,000) (collectively referred to as a “**Revision**”) shall require the approval of the Assistant CEO/EDA or designee; provided that the principal amount of the County Forgivable Loan shall not be increased without the express written approval of the County’s Board of Supervisors in its sole and absolute discretion. Except as provided in the previous sentence, the Assistant CEO/EDA or designee shall not unreasonably withhold approval of any requested Revision if the following conditions are satisfied:

(1) to the extent the Revision is limited to a reallocation of budgeted funds among Project Budget line items without any increase in the total Project Budget or the County Forgivable Loan (i) the funds in the line item(s) to be reduced remain sufficient for completion of the Project, and (ii) the requested increase in one or more line item(s) is to be used to pay approved costs; and

(2) to the extent the Revision involves an increase in the total Project Budget, (i) additional funds in an amount equal to the increase in the total Project Budget will be provided by Developer or Permitted Mortgagee and (ii) the requested increase in the Project Budget is to be used to pay approved costs.

Upon written approval of any Revision, the Project Budget shall be replaced by the approved revised Project Budget.

Section 204 Conditions Precedent to Closing and Disbursement of County Forgivable Loan Funds (Other than Predevelopment Disbursement)

Developer shall satisfy the following conditions precedent prior to the Closing and the disbursement of any County Forgivable Loan funds (other than the Predevelopment Disbursement), each of which is for the sole benefit of the County:

a. County’s receipt of the following, each in form and substance satisfactory to the County Assistant CEO/EDA or designee, in his or her sole discretion:

(1) Developer shall deliver to County documentation relating to the status of Developer’s corporate, partnership, limited liability or other similar entity, and those of any general partners or managing members of Developer, including, without limitation and as applicable, the following: limited partnership agreements and any amendments thereto; articles of incorporation; limited liability company articles of incorporation (LLC-1); statement of information and operating agreement (including any amendments thereto); copies of all resolutions or other necessary actions taken by such entity to authorize the execution of this Agreement and related documents; and a certificate of status issued by the California Secretary of State;

(2) Developer has executed and delivered to the County a promissory note conforming in form and substance to the form of County Forgivable Loan Note attached hereto as Attachment No. 7;

(3) Developer has executed and delivered to the County a UCC-1 Financing Statement conforming in form and substance to the form of UCC-1 attached hereto as Attachment No. 8;

(4) Developer has executed and delivered to the County an Operating Covenant Agreement conforming in form and substance to the form of Operating Covenant Agreement attached hereto as Attachment No. 5;

(5) Developer has executed and delivered to the County a Disbursement Agreement conforming in form and substance to the form of Disbursement Agreement attached hereto as Attachment No. 9 for the purpose of disbursing the County Forgivable Loan;

(6) County and Developer have approved the Plans for the Scope of Development attached hereto as Attachment No. 3;

(7) Developer has delivered to County a copy of the contract between the Developer and the contractor for the Project, certified by Developer to be a true and correct copy thereof;

(8) Provide to the County a list of all permits required for the Project, including construction and rehabilitation of the Improvements, and demonstrate that all variances, Entitlements and approvals (if any) have been obtained and that all conditions for the issuance of all necessary permits have been satisfied (with the exception of payment of fees, which payment is provided for in the approved Project Budget);

(9) Provide to the County proof that all permits required by the County for the Project have been obtained;

(10) Developer is in compliance with any and all applicable environmental review requirements under the California Environmental Quality Act;

(11) Provide evidence of insurance as set forth in Section 309 herein;

(12) Provide documentation satisfactory to the County Assistant CEO/EDA or designee that Developer has obtained all of the financing necessary for the Project in accordance with this Agreement, including, but not limited to any necessary Capital Contributions;

(13) Developer has submitted a County approved final Project Budget and all other evidence of financing required in this Agreement;

(14) Developer shall have submitted to County invoices, receipts, canceled checks or other written documentation satisfactory to the Assistant CEO/EDA or designee evidencing the Developer's payment of Eligible Predevelopment Costs identified in the Project Budget,

(15) Developer shall provide any other documents requested by the County Assistant CEO/EDA or designee;

(16) The representations and warranties of Developer contained in this Agreement shall be valid and correct as of the date of the execution of the Covenant Agreement as though made and on as of that date, and County shall have received a certificate to that effect signed by an officer of Developer; and

(17) Developer is not in default of this Agreement and all documents related hereto.

The County shall approve or disapprove all items submitted pursuant to this Section 204. Such approval shall not be unreasonably withheld. If the County shall disapprove any such item, the County shall do so by written notice to the Developer stating the reasons for such disapproval, in

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which case the Developer shall have a reasonable period of time to correct and resubmit for County approval any disapproved item.

Section 205 Conditions Precedent to Disbursement of County Forgivable Loan for Operating Costs

Continued disbursement of the County Forgivable Loan for Operating Costs shall be pursuant to the terms of the Disbursement Agreement between the County and Developer and be subject to the conditions set forth below:

- a. the Closing shall have occurred;
- b. Completion shall have occurred;
- c. Developer is not in default under this Agreement or any of the County Loan Documents;
- d. All of the conditions precedent to the Closing and Initial Disbursement of County Forgivable Loan Funds set forth in Section 204 above shall remain satisfied by Developer;
- e. Developer shall have delivered to County any other documents required hereunder, including, but not limited to the Management Plan, and Annual Operating Budget; and
- f. Developer shall provide any other documents requested by the County Assistant CEO/EDA or designee.

Subject to the notice and cure provisions of Sections 501 through 510, inclusive, of this Agreement and to the enforced delay provisions of Section 602 of this Agreement, the County at its option may terminate this Agreement pursuant to Section 510 if any of the conditions precedent set forth in this Section 205 above are not satisfied by the Developer or waived in writing by the County within the time limits set forth in the Schedule of Performance (Attachment No. 4).

Section 206 Allocation of Costs.

The proceeds of the County Forgivable Loan shall be used exclusively to pay (i) Development Costs as identified in the Project Budget (Attachment No. 6) and reasonably approved by the Assistant CEO/EDA or designee, and (2) annual Operating Costs approved in writing by the Assistant CEO/EDA or designee.

Section 207 Disbursement Agreement

The proceeds of the County Forgivable Loan shall be disbursed in accordance with this Agreement and the Disbursement Agreement (Attachment No. 9).

SECTION 208 Evidence of Financing

a. Not later than fifteen (15) days prior to the scheduled Closing Date and in no event later than as provided in the Schedule of Performance, Developer shall submit to the County evidence satisfactory to the County that Developer has obtained the financing necessary for the development of the Mecca Comfort Station Area in accordance with this Agreement. Such evidence of financing shall include the following:

To the extent applicable, a copy of all loan documents relating to a Construction Loan, including a final Project Budget approved by the Construction Lender, certified by Developer to be a true and correct copy or copies thereof;

To the extent applicable, a copy of a loan commitment evidencing that a Permanent Loan will be available at Project completion, certified by Developer to be a true and correct copy or copies thereof;

A copy of the contract between Developer and the general contractor or major subcontractors for the construction of the Improvements, certified by Developer to be a true and correct copy thereof.

b. The County shall approve or disapprove such evidence of financing within the time established in the Schedule of Performance (Attachment No. 4). Such approval shall not be unreasonably withheld. If the County shall disapprove any such evidence of financing, the County shall do so by written notice to Developer stating the reasons for such disapproval.

SECTION 209 Condition of the Property/ Environmental Indemnity

a. Suitability of the Property

If the condition of the Mecca Comfort Station Area is not in all respects entirely suitable for the use or uses to which such Mecca Comfort Station Area will be put, then it is the sole responsibility and obligation of Developer to place the Mecca Comfort Station Area in all respects in a condition entirely suitable for the development thereof, solely at Developer's expense.

On and after the Effective Date of this Agreement, Developer hereby waives, releases and discharges the County, its Agencies, Districts, Special Districts and Departments, directors, officers, Board of Supervisors, Board of Commissioners, elected and appointed officials, employees, agents, representatives and attorneys, from any and all present and future claims, demands, suits, legal and administrative proceedings, and from all liability for damages, losses, costs, liabilities, fees and expenses (including, without limitation, attorneys' fees) arising out of or in any way connected with the County's or Developer's use, maintenance, ownership or operation of the Mecca Comfort Station Area, any Hazardous Substances on the Mecca Comfort Station Area, or the existence of Hazardous Substances contamination in any state on the Property, however the Hazardous Substances came to be placed there, except that arising out of the gross negligence or willful misconduct of the County or its employees, officers or agents.

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Developer acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

To the extent of the release set forth in this Section 209 a., Developer hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

b. Environmental Indemnity

Developer hereby represents and warrants that the development, construction and uses of the Mecca Comfort Station Area permitted under this Agreement (i) will comply with all applicable Environmental Laws; and (ii) do not require the presence of any Hazardous Substances on the Mecca Comfort Station Area.

c. No use of Hazardous Substances on the Property

Developer covenants and agrees that it shall not treat, use, store, dispose, release, handle or otherwise manage Hazardous Substances on the Property, including the Mecca Comfort Station Area, except in connection with any construction, operation, maintenance or repair of the Improvements or in the ordinary course of its business, and that such conduct shall be done in compliance with all applicable federal, state and local laws, including all Environmental Laws. Developer's violation of the foregoing prohibition shall constitute a breach hereunder and Developer shall indemnify, hold harmless and defend the County for such violation as provided below.

d. Notice and Remediation by Developer

Developer shall promptly give the County written notice of any reportable release of any Hazardous Substances, and/or any notices, demands, claims or orders received by Developer from any governmental agency pertaining to Hazardous Substances which may affect the Property. Developer agrees to perform and be solely responsible for the clean-up of any Hazardous Substances on, in, under or within the Property, at the sole cost, risk and expense of Developer as part of the Development Costs (as defined herein). Developer shall defend, indemnify and hold harmless the County, its Agencies, Districts, Special Districts and Departments, directors, officers, Board of Supervisors, Board of Commissioners, elected and appointed officials, employees, agents, representatives and attorneys, from any claims, liability, injury, damages, costs and expenses (including, without limiting the generality of the foregoing, the cost of any required clean-up of Hazardous Substances, and the cost of attorneys' fees) which may be sustained as the result of the presence or clean-up of Hazardous Substances on, in, or under the Property, including the Mecca Comfort Station Area.

e. Environmental Indemnity

Developer agrees to indemnify, protect, defend, save and hold harmless the County, its Agencies, Districts, Special Districts and Departments, directors, officers, Board of Supervisors, Board of Commissioners, elected and appointed officials, employees, agents, representatives and attorneys, from and against any and all debts, duties, obligations (including any remediation obligations or clean-up costs imposed by any Governmental Restrictions), liabilities, suits, claims, demands, penalties, fines, causes of action, damages, losses, costs and expenses, including, without limitation, attorneys' fees and expenses (and including any allocable costs of any of the foregoing parties' in-house counsel) arising on or accruing as a result of the presence, use, storage, handling, treatment, generation, release, discharge, refining, manufacturing, dumping or disposal of any Hazardous Substances or other kinds of contamination or pollutants of any kind into the air, soil, groundwater or surface water on, under, in or about the Property (whether legal or illegal, accidental or intentional), that is caused by Developer or its representatives. The indemnity provided in this Section 209 e. shall survive the termination of this Agreement.

PART 3. DEVELOPMENT OF THE MECCA COMFORT STATION AREA

SECTION 301 Land Use Approvals

It is the responsibility of Developer, without cost to County, to ensure that zoning of the Property and all applicable County land use requirements will permit development of the Mecca Comfort Station Area and construction of the Improvements and the use, operation and maintenance of such Improvements in accordance with the provisions of this Agreement. The following shall be conditions of the Closing and shall be accomplished by the date set forth in the Schedule of Performance (Attachment No. 4): (A) Developer shall submit and Assistant CEO/EDA shall review for approval complete Final Construction Drawings; (B) Developer shall obtain all Entitlements, approvals, variances and permits necessary for the construction of the Improvements and (C) Developer shall satisfy all other conditions precedent to the Closing as set forth herein. Nothing contained herein shall be deemed to entitle Developer to any County permit or other County approval necessary for the development of the Mecca Comfort Station Area, or waive any applicable County requirements relating thereto. This Agreement does not (a) grant any land use entitlement to Developer, (b) supersede, nullify or amend any condition which may be imposed by the County in connection with approval of the development described herein, (c) guarantee to Developer or any other party any profits from the development of the Property, or (d) amend any County laws, codes or rules. This is not a Development Agreement as provided in Government Code Section 65864.

SECTION 302 Scope of Development

The Mecca Comfort Station Area shall be developed in accordance with and within the parameters established in the Scope of Development (Attachment No. 3), and the approved plans, drawings and documents for the Improvements. In the event of any inconsistency between the Scope of Development and the plans for the Improvements which have been approved by the

County, the approved development plans shall control. The Mecca Comfort Station is intended to serve migrant farmworkers and low income families. The Mecca Comfort Station shall consist of a men's restroom facility that includes, at a minimum, a changing table, 5 men's shower stalls, 5 men's toilets, 5 hand sinks and 5 lockers (at least 1 of each amenity shall be ADA accessible), with hot and cold running water; a women's restroom facility that includes, at a minimum, a changing table, 5 women's shower stalls, 5 women's toilets, 5 hand sinks and five lockers (at least 1 of each amenity shall be ADA accessible) with hot and cold running water; there shall be a separate facility for families; a laundry facility that includes 8 washing machines with hot and cold running water, 8 dryers and a vending machine for laundry supplies, adequate parking and associated off-site improvements as required by County codes and regulations.

SECTION 303 Basic Concept and Schematic Drawings

a. Developer shall prepare and submit basic concept and schematic drawings and related documents for the development of the Mecca Comfort Station Area to the County for review and written approval within the time established in the Schedule of Performance. Basic concept and schematic drawings shall include a site plan, elevations and sections of the Improvements as they are to be developed and constructed on the Mecca Comfort Station Area and other portions of the Property. Before the commencement of construction of the Improvements or other works of improvement upon the Property, the Developer shall submit to the County any plans and drawings (collectively, the "Design Development Drawings") which may be required by the County with respect to any permits and entitlements which are required to be obtained to develop the Improvements. Developer, on or prior to the date set forth in the Schedule of Performance, shall submit to the County such plans for the Improvements as required by the County in order for Developer to obtain building permits for the Improvements.

b. The Property shall be developed as established in the basic concept and schematic drawings and related documents except as changes may be mutually agreed upon between Developer and the Assistant CEO/EDA or designee. Any such changes shall be within the limitations of the Scope of Development (Attachment No. 3).

c. Within fifteen (15) days after the County's disapproval or conditional approval of such plans, Developer shall revise the portion of such plans identified by the County as requiring revisions and resubmit the revised plans to the County.

SECTION 304 Landscaping and Grading Plans

a. Developer shall prepare and submit to the County for its approval preliminary and final landscaping and preliminary and finish grading plans for the Property. These plans shall be prepared and submitted within the times established in the Schedule of Performance (Attachment No. 4).

b. The landscaping shall be as set forth in the grading plans approved in writing by TLMA and shall be in compliance with County of Riverside standards.

SECTION 305 Construction Drawings and Related Documents

a. Developer shall prepare and submit construction drawings and related documents (collectively called the "Plans") to the County for review (including but not limited to architectural review), and written approval in the times established in the Schedule of Performance (Attachment No. 4). Such construction drawings and related documents shall be submitted as 50% and Final Construction Drawings. Final Construction Drawings are hereby defined as those in sufficient detail to obtain a building permit.

b. Approval of progressively more detailed Plans will be promptly granted by the Assistant CEO/EDA if developed as a logical evolution of Plans theretofore approved. Any items so submitted and approved by the Assistant CEO/EDA shall not be subject to subsequent disapproval.

c. During the preparation of all Plans, the Assistant CEO/EDA or designee and Developer shall hold regular progress meetings to coordinate the preparation of, submission to, and review of Plans and related documents by the Assistant CEO/EDA or designee. The Assistant CEO/EDA or designee and Developer shall communicate and consult informally as frequently as is necessary to insure that the formal submittal of any documents to the County can receive prompt and speedy consideration.

d. If any revisions or corrections of Plans approved by the County shall be required by any government official, County, department, or bureau having jurisdiction over the development of the Property, Developer and the Assistant CEO/EDA or designee shall cooperate in efforts to obtain waiver of such requirements or to develop a mutually acceptable alternative.

SECTION 306 County Approval of Plans

a. Subject to the terms of this Agreement, the County shall have the right to review (including without limitation architectural review) and approve or disapprove all Plans and submissions, including any proposed substantial changes to any such Plans or submissions approved by County, and other required submittals in accordance with the County Ordinances, and nothing set forth in this Agreement shall be construed or constitute the County's approval of any or all of the Design Development Drawings or to limit or affect the County's review and right to approve, approve subject to conditions, or disapprove Design Development Drawings, plans, drawings, applications or submittals. Upon receipt of any disapproval, Developer shall revise the Plans, and shall resubmit to the Assistant CEO/EDA as soon as possible after receipt of the notice of disapproval. Any disapproval shall state in writing the reasons for disapproval and the changes which the Assistant CEO/EDA requests to be made.

b. Any and all change orders or revisions required by the County and its inspectors under County Ordinances and all other applicable Uniform Codes (e.g. Building, Plumbing, Fire, Electrical, etc.) and under other applicable laws and regulations shall be included by the Developer in its Plans and other required submittals and shall be completed during the construction of the Improvements.

c. The County shall not be responsible either to the Developer or to third parties in any way for any defects in the Design Development Drawings, nor for any structural or other defects in any work done according to the approved Design Development Drawings, or for any delays reasonable caused by the review and approval process established by this Agreement.

d. If Developer desires to make any substantial change in the Final Construction Drawings after their approval, such proposed change shall be submitted to the Assistant CEO/EDA for approval.

SECTION 307 Cost of Construction

The cost of demolishing any improvements on the Property and developing the Property, including the Mecca Comfort Station Area, and constructing the Improvements thereon, including any offsite or onsite improvements required by any Governmental Entity in connection therewith, shall be the responsibility of Developer, without any cost to County.

SECTION 308 Schedule of Performance

a. Each party to this Agreement shall perform the obligations to be performed by such party pursuant to this Agreement within the respective times provided in the Schedule of Performance (Attachment No. 4), and if no such time is provided, within a reasonable time. The Schedule of Performance shall be subject to amendment from time to time upon the mutual agreement of the County and Developer. The Assistance CEO/EDA or designee, on behalf of County and without referring such matter to the County's Board of Supervisors may extend all pending deadlines in the Schedule of Performance on two (2) or fewer occasions, so long as the aggregate duration of such administrative time extensions is no greater than sixty (60) days.

b. After the Closing, Developer shall promptly begin and thereafter diligently prosecute to completion the construction of the Improvements as provided herein and in the Scope of Development (Attachment No. 3).

c. During periods of construction, Developer shall submit to the County a written report of the progress of construction when and as reasonably requested by the County, but not more frequently than once every quarter. The report shall be in such form and detail as may be reasonably required by the County and shall include a reasonable number of construction photographs (if requested) taken since the last report by Developer.

SECTION 309 Indemnification and Insurance

a. Developer's Indemnity.

Developer shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors,

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officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Developer, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. Developer shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Developer, Developer shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Developer's indemnification to Indemnitees as set forth herein.

Developer's obligation hereunder shall be satisfied when Developer has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Developer's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Developer from indemnifying the Indemnitees to the fullest extent allowed by law.

The foregoing indemnity shall continue to remain in effect after the Completion.

b. Insurance Policies

Without limiting or diminishing the Developer's obligation to indemnify or hold the County harmless, Developer shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

(a) Worker's Compensation Insurance. If the Developer has employees as defined by the State of California, the Developer shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County, and if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(b) Commercial General Liability Insurance. Commercial General Liability Insurance coverage, including but not limited to, premises liability, contractual liability, produces and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from our out of Developer's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

(c) Vehicle Liability Insurance. If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Developer shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall name the County of Riverside and its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured.

(d) Procure and maintain course of construction coverage on the Mecca Comfort Station project in an amount not less than ninety percent (90%) of the replacement value of the project.

(e) General Insurance Provisions – All Lines

1) Any Insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Management. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The Developer's insurance carrier(s) must declare its insurance self-insured retention. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, Developer's carriers shall either: (a) reduce or eliminate such self-insured retention as respects this Agreement with the County, or (b) procure a bond with guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) Developer shall cause Developer's insurance carrier(s) to furnish the County with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County prior to any material modifications, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County received, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements

or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Developer shall not commence operations until the County has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

(4) It is understood and agreed to by the parties hereto that the Developer's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

(5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including an extensions thereof, exceeds five (5) years the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Developer has become inadequate.

(6) Developer shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

(7) The insurance requirements contained in this Agreement may be met with a program of self-insurance acceptable to the County.

(8) Developer agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement. All certificates, documents, and other written materials establishing compliance with the above enumerated conditions precedent are to be filed with County at the expense of Developer.

(f) Waiver of Subrogation. Developer hereby waives all rights to recover against County (or any officer, employee, agent or representative of County) for any loss incurred by Developer from any cause insured against or required by any Project to be insured against; provided, however, that this waiver of subrogation shall not be effective with respect to any insurance policy if the coverage thereunder would be materially reduced or impaired as a result. Developer shall use its best efforts to obtain only policies which permit the foregoing waiver of subrogation.

c. Nondiscrimination

Developer shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring or treatment of any contractors or consultants, to participate in subcontracting/subconsulting opportunities. Developer understands and agrees that violation of this clause shall be considered a material breach of this Agreement and may result in termination, debarment or other sanctions. This

language shall be incorporated into all contracts between Developer and any contractor, consultant, subcontractor, subconsultants, vendors and suppliers.

d. Compliance Investigations

Upon the County's request, Developer agrees to provide to the County, within sixty (60) calendar days, a truthful and complete list of the names of all contractors, subcontractors, consultants, subconsultants, vendors and suppliers that Developer has used in the past five (5) years on any of its contracts that were undertaken in the County, including the total dollar amount paid by Developer for each subcontractor or supply contract.

SECTION 310 Reserved

SECTION 311 Local, State and Federal Laws

The Developer shall carry out development and construction (as defined by applicable law) of the Improvements on the Property, including, without limitation, any and all public works, (as defined by applicable law), if any, in conformity with all applicable local, state and federal laws, including, without limitation, all applicable federal and state labor laws (including, without limitation, any applicable requirement to pay state prevailing wages). Developer hereby agrees that Developer shall have the obligation to provide any and all disclosures, representations, statements, rebidding, and/or identifications which may be required by Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. Developer hereby agrees that Developer shall have the obligation to provide and maintain any and all bonds to secure the payment of contractors (including the payment of wages to workers performing any public work) which may be required by the Civil Code, Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law, to the extent required by law. Developer shall indemnify, protect, defend and hold harmless County, its Agencies, Districts, Special Districts and Departments, its respective directors, officers, Board of Supervisors, Board of Commissioners, elected and appointed officials, employees, agents, representatives and attorneys, with counsel reasonably acceptable to County, from and against any and all loss, liability, damage, claim, cost, expense, and/or "increased costs" (including labor costs, penalties, reasonable attorneys' fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development and/or construction (as defined by applicable law) of the Improvements, including, without limitation, any and all public works (if any) (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Developer of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages); (2) the implementation of Chapter 804, Statutes of 2003; (3) the implementation of Sections 1726 and 1781 of the Labor Code, as the same may be enacted, adopted or amended from time to time, or any other similar law; (4) failure by Developer to provide any required disclosure representation, statement, rebidding and/or identification which may be required by Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or

amended from time to time, or any other provision of law; and/or (5) failure by Developer to provide and maintain any and all bonds to secure the payment of contractors (including the payment of wages to workers performing any public work) which may be required by the Civil Code, Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. Developer hereby expressly acknowledges and agrees that the County has never previously affirmatively represented to the Developer or its contractor(s) for the Improvements in writing or otherwise, that the work to be covered by the bid or contract is not a "public work," as defined in Section 1720 of the Labor Code. It is agreed by the parties that, in connection with the development and construction (as defined by applicable law) of the Improvements, including, without limitation, any public work (as defined by applicable law), if any, Developer shall bear all risks of payment or non-payment of state prevailing wages and/or the implementation of Chapter 804, Statutes of 2003 and/or Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. "Increased costs" as used in this Section shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after Completion and the expiration of the Covenant Period. Developer shall provide documentation of a Payment and Performance Bond or Letter of Credit to secure performance under the construction contract issued by a bonding company or financial institution reasonably approved by County. The bond shall name the County as co-obligee.

The construction of the Mecca Comfort Station requires prevailing wages. Developer is required to monitor prevailing wages and maintain compliance with State laws and requirements relating to prevailing wages.

SECTION 312 Notice of Non-Responsibility

County shall, at any and all times during the term of this Agreement, have the right to post and maintain on the Property, and record against the Property, as required by law, any notice or notices of non responsibility provided for by the mechanics' lien laws of the State of California; provided, however, that Developer shall, on behalf of the County, post and maintain on the Property, and record against the Property, all notices of non-responsibility provided for by the mechanics' lien laws of the State of California upon the request of County.

SECTION 313 Permits

Before commencement of demolition, construction or development of any buildings, structures or other work of improvement upon any portion of the Property, Developer shall, at its own expense, secure or cause to be secured, any and all permits which may be required by the County or any other governmental agency affected by such construction, development or work.

SECTION 314 Rights of Access

Commencing upon the Closing, representatives of the County shall have the reasonable right of access to the Property, upon 24 hours' written notice to Developer (except in the case of an emergency, in which case County shall provide such notice as may be practical under the circumstances), without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the Improvements. Such representatives of the County shall be those who are so identified in writing by the Assistant CEO/EDA or designee.

SECTION 315 Disclaimer of Responsibility by County

The County neither undertakes nor assumes nor will have any responsibility or duty to Developer or to any third party to review, inspect, supervise, pass judgment upon or inform Developer or any third party of any matter in connection with the development or construction of the Improvements, whether regarding the quality, adequacy or suitability of the plans, any labor, service, equipment or material furnished to the Property, any person furnishing the same, or otherwise. Developer and all third parties shall rely upon its or their own judgment regarding such matters, and any review, inspection, supervision, exercise of judgment or information supplied to Developer or to any third party by the County in connection with such matter is for the public purpose of redeveloping the Property, and neither Developer (except for the purposes set forth in this Agreement) nor any third party is entitled to rely thereon. The County shall not be responsible for any of the work of construction, improvement or development of the Property, including the Mecca Comfort Station Area.

SECTION 316 Taxes, Assessments and Encumbrances and Liens

Commencing upon the Closing, Developer shall pay when due all real estate taxes and assessments assessed and levied on or against the Property or any portion thereof. Developer shall not place, or allow to be placed, against the Property or any portion thereof, any mortgage, trust deed, encumbrance or lien not authorized by this Agreement. In addition, Developer shall remove, or shall have removed, any levy or attachment made on title to the Property (or any portion thereof).

SECTION 317 Liens and Stop Notices

Developer shall not allow to be placed on the Property or any part thereof any lien or stop notice. If a lien or stop notice is given or recorded affecting the Improvements the Developer shall within thirty (30) days of such recording or service or within five (5) days of County's demand whichever last occurs:

- (a) pay and discharge the same; or
- (b) affect the release thereof by recording and delivering to County a surety bond in sufficient form and amount, or otherwise; or
- (c) provide County with indemnification from a Title Company, or such other entity selected by County, against such lien or other assurance which County deems,

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in its sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of County from the effect of such lien or bonded stop notice.

SECTION 318 Prohibition against Transfer

a. Prior to the expiration of the Covenant Period, Developer shall not, except as permitted by this Agreement, including without limitation Sections 102 (definition of "Permitted Transfer") and 107, assign or attempt to assign this Agreement or any right herein, nor make any total or partial sale, transfer, conveyance or assignment of the whole or any part of the Developer's interest in the Property or the Improvements thereon, without prior written approval of the County. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Property, nor shall it prohibit Permitted Transfers.

b. Except as permitted by paragraph a., in the event Developer does assign this Agreement or any of the rights herein, or does sell, transfer, convey or assign the Developer's interest in the Property (or any portion thereof) prior to the expiration of the Covenant Period without the approval of the County, subject to the notice and cure provisions of Section 501, the County shall have the right to terminate this Agreement.

c. In the absence of a specific written agreement by the County, and except as otherwise provided in this Agreement, no such sale, transfer, conveyance or assignment of this Agreement or Developer's interest in the Property (or any portion thereof), or approval by the County of any such sale, transfer, conveyance or assignment, shall be deemed to relieve Developer or any other party from any obligations under this Agreement.

SECTION 319 No Encumbrances Except Senior Loans

a. Upon and after the Closing, Developer shall have the right to encumber the Property with one or more Senior Loan Deeds of Trust, but only for the purpose of securing loans of funds to be used for financing and refinancing the Development Costs and other expenditures necessary and appropriate to develop the Property under this Agreement, consistent with the amounts to be financed by Developer pursuant to this Agreement ("Permitted Financing Purposes"). Prior to Completion: (1) Developer shall not have any authority to encumber the Property for any purpose other than Permitted Financing Purposes; (2) Developer shall notify the County in writing in advance of any proposed financing; and (3) Developer shall not enter into any agreements for non-Permitted Financing Purposes requiring a conveyance of security interests in the Property without the prior written approval of the County. The maker of any loan approved by the County pursuant to this Section 319 shall not be bound by any amendment, implementation agreement or modification to this Agreement subsequent to its approval without such lender giving its prior written consent.

b. In any event, Developer shall promptly notify the County of any security interest created or attached to the Leasehold or Property whether by voluntary act of Developer or otherwise.

c. The words “security interest” and “deed of trust” as used herein include all other appropriate modes of financing real estate acquisition, construction and land development.

e. The requirements of this Section 319 shall not apply following the expiration of the Covenant Period.

SECTION 320 Lender Not Obligated to Construct Improvements

No lender shall be obligated by the provisions of this Agreement to construct or complete the Improvements or to guarantee such construction or completion. Nothing in this Agreement shall be deemed or construed to permit, or authorize any such lender to devote the Property to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

SECTION 321 Notice of Default to Lenders; Right of Lender to Cure Defaults

Whenever the County shall deliver any notice or demand to Developer with respect to any breach or default by Developer in completion of construction of the Improvements, the County shall at the same time deliver to each Senior Lender of record a copy of such notice or demand. Each such Senior Lender shall (insofar as the rights of the County are concerned) have the right at its option within sixty (60) days after the receipt of the notice, to cure or remedy, or commence to cure or remedy, any such default and to add the cost thereof to the security interest debt and the lien of its security interest. Any Senior Lender who forecloses on its Senior Loan, or is assigned or otherwise succeeds to Developer’s rights under this Agreement, shall have the right to undertake or continue the construction or completion of the Improvements upon execution of a written agreement with the County by which such Senior Lender expressly assumes Developer’s rights and obligations under this Agreement. Any such Senior Lender properly completing such improvements shall be entitled, upon written request made to the County, to a Certificate of Completion from the County.

SECTION 322 Failure of Lender to Complete Improvements

In any case where, six (6) months after default by Developer, the holder of any mortgage, deed of trust or other security interest creating a lien or encumbrance upon the Property (or portion thereof) has not elected to completed construction of the Improvements, or, if it has elected to complete the Improvements, it has not proceeded diligently with construction, the County shall have the right, but not the obligation, to purchase the mortgage, deed of trust or other security interest by payment to the holder of an amount agreed to by the parties.

SECTION 323 Right of the County to Cure Defaults

In the event of a default or breach by Developer of a Senior Loan prior to Completion and prior to completion of a foreclosure by a Senior Lender, and the Senior Lender has not commenced to complete the development, the County may cure the default at any time prior to completion by a Senior Lender of any foreclosure under its Senior Deed of Trust. In such event, the County shall be

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entitled to reimbursement from Developer of all costs and expenses incurred by the County in curing the default. To the extent permitted by law, the County shall also be entitled to a lien upon the Property to the extent of such costs and disbursements.

SECTION 324 Right of the County to Satisfy Other Liens on the Property

Prior to Completion and after Developer has had a reasonable time to challenge, cure or satisfy any liens or encumbrances on its interest in the Property, the County shall have the right, but not the obligation, to satisfy any such liens or encumbrances; provided, however, that nothing in this Agreement shall require Developer to pay or make provisions for the payment of any tax, assessment, lien or charge so long as Developer in good faith shall contest the validity or amount thereof, and so long as such delay in payment shall not subject the Property to forfeiture or sale. In such event, the County shall be entitled to reimbursement from Developer of all costs and expenses incurred by the County in satisfying any such liens or encumbrances. The County shall also be entitled to a lien upon the Leasehold and/or the Improvements to the extent of such costs and expenses, to the extent permitted by law.

SECTION 325 Certificate of Completion

Promptly after completion of the Improvements in conformity with this Agreement, County shall furnish the Developer with a "Certificate of Completion," substantially in the form attached hereto as Attachment No. 11. County shall not unreasonably withhold such Certificate of Completion. The Certificate of Completion shall be a conclusive determination of satisfactory completion of the Improvements and the Certificate of Completion shall so state. If County refuses or fails to furnish a Certificate of Completion after written request from Developer, County shall, within fifteen (15) days of receipt of written request therefor, provide Developer with a written statement of the reasons County refused or failed to furnish the Certificate of Completion. The statement shall also contain County's opinion of the actions Developer must take to obtain the Certificate of Completion. The Certificate of Completion is not a Notice of Completion as referred to in Section 3093 of the California Civil Code.

PART 4. USE OF THE MECCA COMFORT STATION AREA

SECTION 401 Uses

a. Developer covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, that Developer, such successors and such assignees shall use and operate the Mecca Comfort Station Area only for the uses specified in this Agreement (including without limitation the Scope of Development (Attachment No. 3) and the Operating Covenants (Attachment No. 5). No change in the use of the Mecca Comfort Station Area shall be permitted without the prior written approval of County. All uses conducted on the Property, including without limitation, all activities undertaken by the Developer pursuant to this Agreement shall conform to all applicable provisions of the County Ordinances.

b. Notwithstanding the generality of Section 401(a), Developer, its successors and assigns, shall use the Mecca Comfort Station Area only for the uses permitted in this Agreement, specifically including the following: , a men's restroom facility that includes, at a minimum, a changing table, 6 men's shower stalls, 5 men's toilets, 5 hand sinks and 5 lockers (at least 1 of each amenity shall be ADA accessible), with hot and cold running water; a women's restroom facility that includes, at a minimum, a changing table, 6 women's shower stalls, 5 women's toilets, 5 hand sinks and five lockers (at least 1 of each amenity shall be ADA accessible) with hot and cold running water; a laundry facility that includes 8 washing machines with hot and cold running water, a separate family facility, 8 dryers and a vending machine for laundry supplies and associated improvements as required by this Agreement (collectively, the Mecca Comfort Station).

c. No fees shall be charged for the use of the shower or restroom services at the Mecca Comfort Station. A nominal fee, not to exceed \$1.00 for each use of a washer and \$1.00 for each use of a dryer, may be imposed on the use of the washer and dryer services, which fees are subject to reduction by County in its discretion.

d. The Mecca Comfort Station shall benefit families and adults as set forth herein and shall be operated by the Developer, at a minimum:

- i) During the winter harvest season, defined as November 1st through March 30th; and
- ii) During the summer harvest season defined as May 1 through July 30th.

e. The Mecca Comfort Station shall be open to the public, at a minimum during the hours of:

- i) Monday through Friday from 1 pm to 7pm, during both the winter and summer harvest seasons; and
- ii) Saturdays and Sundays from 12pm to 6pm, during both the winter and summer harvest seasons.

County and Developer shall have the right, but not the obligation, to annually review the dates and hours of operation for the Mecca Comfort Station to ensure the provision of services during the dates and hours of most need.

f. Until the expiration of the Covenant Period, operation of the Mecca Comfort Station by Developer shall include adequate staffing during operating hours to ensure adequate public safety, monitoring and customer service.

g. For the duration of the Covenant Period, Developer shall use the Mecca Comfort Station Area as set forth in the Operating Covenants. The County and its successors and assigns, shall have the right, but not the obligation, to monitor and enforce the covenants contained in this Section 401 and the Operating Covenants. Developer covenants that it shall comply with any monitoring program set up by County to enforce said covenants. In complying with such monitoring program, Developer or its agent shall prepare and submit to County any reports,

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financial information and all supporting documentation, on forms provided by Developer, annually, setting forth the required information for the preceding year.

SECTION 402 Maintenance

During the Covenant Period, Developer agrees for itself and its successors in interest to the Property, to maintain the improvements on the Mecca Comfort Station Area in conformity with the County Ordinances, the conditions set forth in this Agreement and the Operating Covenants, and shall keep the Mecca Comfort Station Area free from any accumulation of debris or waste materials. During Covenant Period, Developer shall also maintain the landscaping planted on the Property in a healthy condition.

SECTION 403 Management Plan

Not less than three months prior to the anticipated date of completion of the Project, Developer shall submit to the County a management plan reasonable acceptable to the County, describing the proposed plans for managing and operating the Project (the "Management Plan"). Approval of the Management Plan by the County shall be a condition precedent to the continued disbursement of County Forgivable Loan funds. Developer shall manage and operate the Project, or shall cause the Project to be managed and operated by a manager experienced in operations projects like the Project and reasonably acceptable to the County, in accordance with the approved Management Plan, including such amendments as may be approved in writing thereto from time to time by the Developer and the County.

SECTION 404 Annual Operating Budget; Operating Costs

Developer shall submit on or before the first day of each fiscal year during the Covenant Period is in effect an estimated annual budget for management of the Mecca Comfort Station Project, in accordance with the approved Management Plan (the "Annual Operating Budget"). The Annual Operating Budget shall include all necessary operating expenses, current maintenance charges, expenses of reasonable upkeep and repairs, taxes and special assessment levies, and all operating expenses, and shall show the expected revenues to pay such expenses.

Except to the extent of the County's distribution of County Forgivable Loan funds to be used to pay a portion of the Project Operating Costs during the Covenant Period as set forth herein and in the Disbursement Agreement, Developer shall be solely responsible for payment of all Operating Costs for the Project on the Mecca Comfort Station Area without any cost to the County.

Developer shall have the right to continue to solicit and receive additional funding, including grants, from any source including other counties and their respective Community Development Block Grant funds.

SECTION 405 Effect of Violation of the Terms and Provisions of this Agreement After Completion of Construction

County is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the Project, for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants have been provided. Following issuance of the Certificate of Completion, the provisions of this Agreement pertaining to development of the Improvements will be deemed satisfied, but the County shall have rights to enforce the provisions of the Operating Covenants, Attachment No. 5, as provided thereunder.

SECTION 406 Obligation to Refrain from Discrimination

Developer covenants and agrees for itself, its successors and its assigns in interest to the Property or any part thereof, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land.

SECTION 407 Form of Nondiscrimination and Nonsegregation Clauses

Developer shall refrain from restricting the rental, sale or lease of the Property on the basis of sex, sexual orientation, marital status, race, color, creed, religion, ancestry or national origin of any person. All deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

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

2. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

3. In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land."

SECTION 408 Effect and Duration of Covenants

The covenants established in this Agreement shall be an obligation of Developer and its successors and assigns, without regard to technical classification and designation, and shall be for the benefit and in favor of and enforceable against the original Developer and successors in interest by the County. Unless set forth otherwise, the covenants described in this Part 4 shall commence upon the Closing and shall be set forth in the Operating Covenants (Attachment No. 5) and shall remain in effect during the Covenant Period.

SECTION 409 Operating Covenants

Concurrently with the Closing, Developer and County shall execute the Operating Covenants (Attachment No. 5) which shall be senior to any security instruments recorded for any Construction Loan, Senior Loan, and/or Junior Loan.

PART 5. DEFAULTS AND REMEDIES

SECTION 501 Defaults - General

a. Subject to the extensions of time set forth in Section 602, failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this

Agreement. The party who fails or delays must commence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence.

b. The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by either party in asserting any of its rights and remedies shall not deprive either party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

c. If a monetary event of default occurs, prior to exercising any remedies hereunder, the injured party shall give the party in default written notice of such default. The party in default shall have a period of seven (7) days after such notice is received or deemed received within which to cure the default prior to exercise of remedies by the injured party.

d. If a non-monetary event of default occurs, prior to exercising any remedies hereunder, the injured party shall give the party in default notice of such default. If the default is reasonably capable of being cured within thirty (30) days after such notice is received or deemed received, the party in default shall have such period to effect a cure prior to exercise of remedies by the injured party. If the default is such that it is not reasonably capable of being cured within thirty (30) days after such notice is received, and the party in default (1) initiates corrective action within said period, and (2) diligently, continually, and in good faith works to effect a cure as soon as possible, then the party in default shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the injured party, but in any event no more than sixty (60) days of receipt or deemed receipt of such notice of default from the injured party.

SECTION 502 Institution of Legal Actions

In addition to any other rights or remedies (and except as otherwise provided in this Agreement), either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Riverside, State of California.

SECTION 503 Applicable Law

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

SECTION 504 Acceptance of Service of Process

a. In the event that any legal action is commenced by Developer against the County, service of process on the County shall be made by personal service upon the Clerk of the Board of Supervisors.

b. In the event that any legal action is commenced by the County against Developer, service of process on Developer shall be made by personal service upon Developer (or upon the Director, General Partner or managing member, as applicable, or any officer of the General Partner or managing member, as applicable) and shall be valid whether made within or without the State of California, or in such manner as may be provided by law.

SECTION 505 Rights and Remedies Are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

SECTION 506 Damages

Subject to the notice and cure provisions of Section 501, if either party defaults with regard to any of the provisions of this Agreement, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured within the time provided in Section 501, the defaulting party shall be liable to the non-defaulting party for any damages caused by such default, and the non-defaulting party may thereafter commence an action for damages against the defaulting party with respect to such default.

SECTION 507 Specific Performance

Subject to the notice and cure provisions of Section 501, if either party defaults with regard to any of the provisions of this Agreement, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured within the time provided in Section 501, the non-defaulting party, at its option, may thereafter commence an action for specific performance of the terms of this Agreement pertaining to such default.

SECTION 508 Termination by Either Party

Prior to the Closing, either party shall have the right to terminate this Agreement, by providing written notice to the other party, in the event of a failure of any condition precedent to the occurrence of the Closing as set forth herein, provided that such condition is for the benefit of and such failure is outside the control of the party seeking to terminate this Agreement, whereupon neither the County nor Developer shall have any further rights against or liability to the other under this Agreement.

SECTION 509 Termination by Developer Prior to Closing

Developer shall have the right to terminate this Agreement prior to Closing in the event Developer is unable to obtain all permits required under this Agreement within the time set forth in the Schedule of Performance (Attachment No. 4); provided however, upon termination Developer shall be required to immediately repay to the County all County Forgivable Loan funds disbursed to Developer, less the Predevelopment Disbursement disbursed to Developer for Eligible Predevelopment Costs ("Termination Repayment Amounts"). Developer acknowledges and agrees that in the event of termination by Developer pursuant to this Section 509, County shall not be liable for, or obligated to pay to Developer, any costs arising out of or related to Developers construction of the Project pursuant to this Agreement, including, but not limited to any permit costs or other Development Costs. The Termination Repayment Amounts shall be received by the County no later than seven (7) days after Developer's notice of termination to the County.

SECTION 510 Termination by County

a. Subject to the notice and cure provisions of Section 501, County shall have the right, prior to the Closing, to terminate this Agreement in the event of a default by Developer or failure of any condition precedent to the occurrence of the Closing which is in the control of Developer, including but not limited to the following:

(1) Developer fails to submit to the County evidence of financing or fails to satisfy any other condition precedent to the occurrence of the Closing as provided in this Agreement within the time established therefor in the Schedule of Performance (Attachment No. 4); or

(2) Developer (or any successor in interest) assigns or attempts to assign the Property or any of Developer's rights in and to the Property or any portion thereof or interest therein, or this Agreement or any portion hereof, except as permitted by this Agreement; or

(3) there is substantial change in the ownership of Developer, or with respect to the identity of the parties in control of Developer, or the degree thereof contrary to the provisions of Section 107 hereof; or

(4) Developer fails to submit any of the plans, drawings and related documents required by this Agreement by the respective dates provided in this Agreement therefore; or

(5) Developer is in default under any of the County Loan Documents; or

(6) Developer is in default under any Construction Loan, Senior Loan, and/or Permanent Loan documents; or

(7) There is any other material default by Developer under the terms of this Agreement which is not cured within the time provided herein.

b. After the Closing, but before Completion, and subject to the notice and cure provisions of Section 501, County shall have the additional right to terminate this Agreement in the event any of the following defaults shall occur:

(1) Developer fails to commence construction of the Improvements as required by this Agreement and such breach is not cured within the time provided in Section 501 of this Agreement, provided that Developer shall not have obtained an extension or postponement to which Developer may be entitled pursuant to Section 602 hereof; or

(2) Developer abandons or substantially suspends construction of the Improvements and such breach is not cured within the time provided in Section 501 of this Agreement, provided Developer has not obtained an extension or postponement to which Developer may be entitled to pursuant to Section 602 hereof; or

(3) Developer assigns or attempts to assign this Agreement, or any rights herein, or transfer, or suffer any involuntary transfer of the Property, or any part thereof, in violation of this Agreement, and such breach is not cured within the time provided in Section 501 of this Agreement; or

(4) Developer is in default under any of the County Loan Documents; or

(5) Developer is in default under any Construction Loan, Senior Loan, and/or Permanent Loan documents; or

(6) Developer otherwise materially breaches this Agreement, and such breach is not cured within the time provided in Section 501 of this Agreement.

PART 6. GENERAL PROVISIONS

SECTION 601 Notices

Formal notices, demands and communications between County and Developer shall be deemed sufficiently given if dispatched by first class mail, registered or certified mail, postage prepaid, return receipt requested, or by electronic facsimile transmission followed by delivery of a "hard" copy, or by personal delivery (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), to the addresses of County and Developer as set forth in Sections 105 and 106 hereof. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail. Any notice that is transmitted by electronic facsimile transmission followed by delivery of a "hard" copy, shall be deemed delivered upon its transmission; any notice that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of delivery; and any notice

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that is sent by registered or certified mail, postage prepaid, return receipt required shall be deemed received three (3) days after the date of delivery thereof.

SECTION 602 Enforced Delay: Extension of Time of Performance

a. Performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, material or tools, delays of any contractor, sub-contractor or supplier, acts of the other party, acts or failure to act of the County or any other public or governmental agency or entity (except that acts or failure to act of County shall not excuse performance of County), or any causes beyond the control or without the fault of the party claiming an extension of time to perform.

b. An extension of time for any such cause (a "Force Majeure Delay") shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of knowledge of the commencement of the cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date and the event commenced, and the estimated delay resulting therefrom. Any party claiming a Force Majeure Delay shall deliver such written notice within thirty (30) days after it obtains actual knowledge of the event.

SECTION 603 Conflict of Interest

a. No member, official, or employee of County shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is, directly or indirectly, interested.

b. Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

SECTION 604 Nonliability of County Officials and Employees

No member, official, agent, legal counsel or employee of County shall be personally liable to Developer, or any successor in interest in the event of any default or breach by County or for any amount which may become due to Developer or successor or on any obligation under the terms of this Agreement.

SECTION 605 Inspection of Books and Records

County shall have the right at all reasonable times to inspect and copy the books and records of Developer pertaining to the Mecca Comfort Station Area as pertinent to the purposes of this Agreement.

SECTION 606 Approvals

a. Except as otherwise expressly provided in this Agreement, approvals required of County or Developer in this Agreement, including the attachments hereto, shall not be unreasonably withheld or delayed. All approvals shall be in writing. Failure by either party to approve a matter within the time provided for approval of the matter shall not be deemed a disapproval, and failure by either party to disapprove a matter within the time provided for approval of the matter shall not be deemed an approval.

b. County hereby appoints the Assistant CEO/EDA or designee(s) as its authorized representative to administer this Agreement. The Assistant CEO/EDA or designee(s) are authorized to take such ministerial actions as may be necessary or appropriate to implement the terms, provisions, and conditions of this Agreement.

c. Except as otherwise expressly provided in this Agreement, approvals required of the County shall be deemed granted by the written approval of the Assistant CEO/EDA or designee. County agrees to provide notice to Developer of the name of the Assistant CEO/EDA or designee, and to provide updates from time to time. Notwithstanding the foregoing, the Assistant CEO/EDA may, in his or her sole discretion, refer to the governing body of the County any item requiring County approval; otherwise, "County approval" means and refers to approval by the Assistant CEO/EDA or designee.

SECTION 607 Real Estate Commissions; Finder's Fee

The County shall not be liable for any real estate commissions, brokerage fees or finder's fees which may arise from this Agreement. The County and Developer each represent that neither has engaged any broker, agent or finder in connection with this transaction.

SECTION 608 Construction and Interpretation of Agreement

a. The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. The parties hereto acknowledge and agree that this Agreement has been prepared jointly by the parties and has been the subject of arm's length and careful negotiation over a considerable period of time, that each party has been given the opportunity to independently review this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it, and instead other rules of interpretation and construction shall be utilized.

b. If any term or provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement an enforceable clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible.

c. The captions of the articles, sections and subsections herein are inserted solely for convenience and under no circumstances are they or any of them to be treated or construed as part of this instrument.

d. References in this instrument to this "Agreement" mean, refer to and include this instrument as well as any riders, exhibits, addenda and attachments hereto (which are hereby incorporated herein by this reference) or other documents expressly incorporated by reference in this instrument. Any references to any covenant, condition, obligation, and/or undertaking "herein," "hereunder," or "pursuant hereto" (or language of like import) means, refer to, and include the covenants, obligations, and undertakings existing pursuant to this instrument and any riders, exhibits, addenda, and attachments or other documents affixed to or expressly incorporated by reference in this instrument.

e. As used in this Agreement, and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and vice versa.

SECTION 609 Time of Essence

Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Agreement.

SECTION 610 No Partnership

Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, or any other similar relationship between the parties hereto or cause County to be responsible in any way for the debts or obligations of Developer or any other Person.

SECTION 611 Compliance with Law; Applicable Law; and Severability

Developer agrees to comply with all the requirements now in force, or which may hereafter be in force, of all municipal, county, state and federal authorities, pertaining to the development and use of the Property and the Improvements, as well as operations conducted thereon. The judgment of any court of competent jurisdiction, or the admission of Developer or any lessee or permittee in any action or proceeding against them, or any of them, whether County be a party thereto or not, that Developer, lessee or permittee has violated any such ordinance or statute in the

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development and use of the Property shall be conclusive of that fact as between County and Developer.

This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

SECTION 612 Binding Effect

This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

SECTION 613 Assignment by County

County may assign or transfer any of its rights, interests and/or obligations under this Agreement any time without the consent of the Developer.

SECTION 614 No Third Party Beneficiaries

The parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of County and Developer, and not for the benefit, directly or indirectly, of any other person or entity.

SECTION 615 Authority to Sign

Developer hereby represents that the persons executing this Agreement on behalf of Developer have full authority to do so and to bind Developer to perform pursuant to the terms and conditions of this Agreement.

SECTION 616 Incorporation by Reference

Each of the attachments and exhibits attached hereto is incorporated herein by this reference.

SECTION 617 Survival of Representations, Warranties and Covenants

The respective representations, warranties and covenants contained herein shall survive the Effective Date and continue throughout the Covenant Period.

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SECTION 618 Counterparts

This Agreement may be executed by each party on a separate signature page, and when the executed signature pages are combined, shall constitute one single instrument.

PART 7 ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

a. This Agreement, including all of the Attachments appended hereto, constitutes the entire understanding and agreement of the parties.

b. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

c. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of County or Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of County and Developer.

SIGNATURES CONTINUED ON NEXT PAGE

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IN WITNESS WHEREOF, County and Developer have signed this Agreement as of the dates set opposite their signatures.

“COUNTY”

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

By: _____
Jeff Stone,
Chair Board of Supervisors

Date: _____

“DEVELOPER”

THE GALILEE CENTER, INC., a
California nonprofit corporation

By: *Gloria Gomez*
Gloria Gomez,
Director

Date: _____

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

By: _____

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

By: *Jhaila R. Brown*
Deputy, Jhaila R. Brown

X:\Property\JBROWN\Comfort Station\Development and Construction Agmt (JRB) 11.12.14- V2.doc

ATTACHMENT NO. 1
SITE MAP

EXHIBIT A



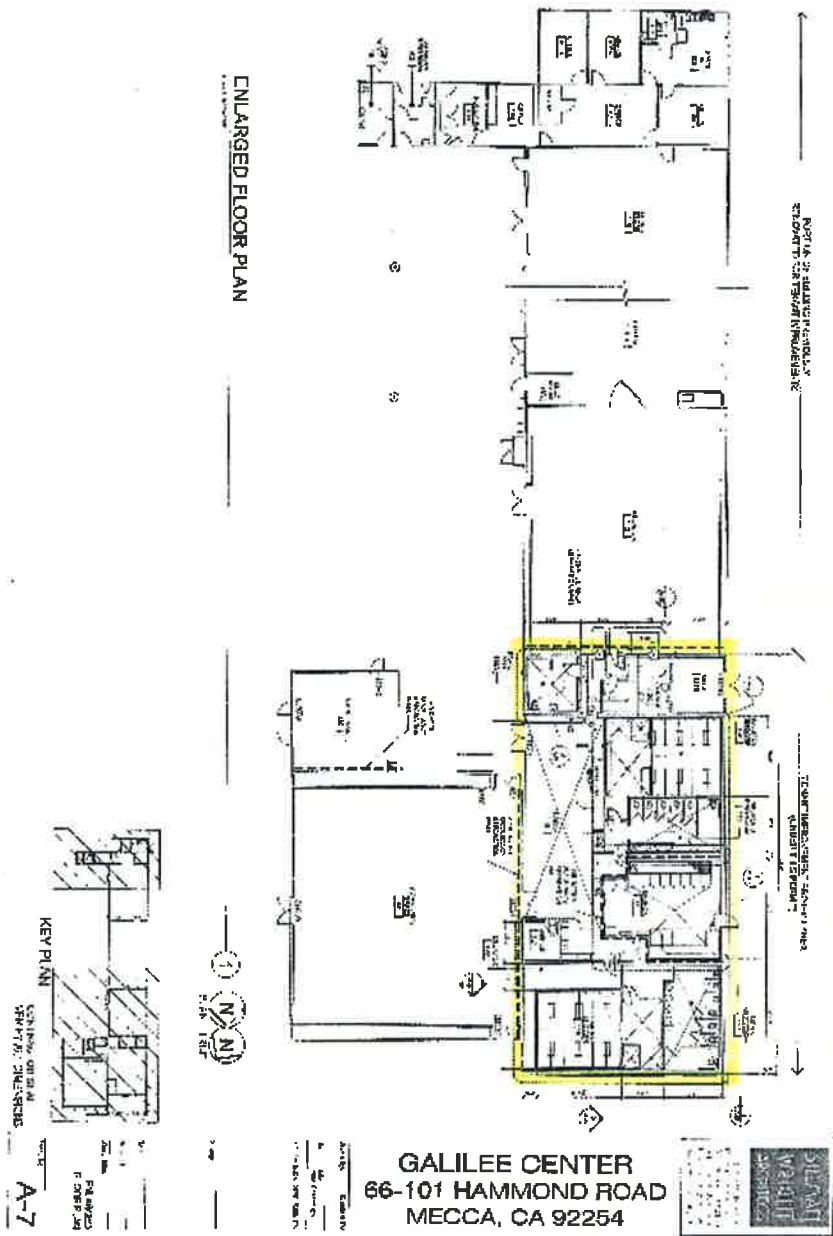
NOTICE: This map and associated information are provided for informational purposes only. The County of Arizona does not warrant the accuracy or completeness of the information. The County of Arizona is not responsible for any errors or omissions in this map. The County of Arizona is not responsible for any damages or losses resulting from the use of this map. The County of Arizona is not responsible for any claims or liabilities arising from the use of this map.



Legend
[Black Outline] Galilee Center Parcels

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ATTACHMENT NO. 1 SITE MAP (CONT.)



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ATTACHMENT NO. 2

LEGAL DESCRIPTION

The following real property in the City of Mecca, County of Riverside, State of California:

A LEASEHOLD INTEREST IN THAT PORTION OF THE 200 FEET WIDE STRIP OF LAND IN SECTIONS 8 AND 17, IN TOWNSHIP 7 SOUTH, RANGE 9 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, THE SOUTHWEST LINE OF SAID STRIP BEING THE CENTERLINE OF THE SOUTHERN PACIFIC COMPANY'S MAIN TRACK, DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 8, WITH A LINE PARALLEL WITH AND SOUTHWEST 15.00 FEET FROM THE NORTHEAST LINE OF SAID 200.00 FEET WIDE STRIP; THENCE NORTHWEST 160.00 FEET OF SAID PARALLEL LINE; THENCE AT RIGHT ANGLES, SOUTHWEST 145.00 FEET; THENCE SOUTHEAST 600.00 FEET, PARALLEL WITH SAID NORTHEAST LINE; THENCE AT RIGHT ANGLES NORTHEAST 143.00 FEET TO FIRST SAID PARALLEL LINE; THENCE NORTHWEST 440.00 FEET ON SAID PARALLEL LINE TO THE POINT OF BEGINNING.

ATTACHMENT NO. 3 SCOPE OF DEVELOPMENT

I. GENERAL DESCRIPTION

The Site is specifically delineated on the Site Map and the Legal Description of the Site.

II. DEVELOPMENT

The Developer shall construct the Mecca Comfort Station which shall include a men's restroom facility that includes, at a minimum, a changing table, 5 men's shower stalls, 5 men's toilets, 5 hand sinks and 5 lockers (at least 1 of each amenity shall be ADA accessible), with hot and cold running water; a women's restroom facility that includes, at a minimum, a changing table, 5 women's shower stalls, 5 women's toilets, 5 hand sinks and five lockers (at least 1 of each amenity shall be ADA accessible) with hot and cold running water; a laundry facility that includes 8 washing machines with hot and cold running water, a separate family facility, 8 dryers and a vending machine for laundry supplies and associated improvements, including without limitation landscaping and all off-sites and improvements required under the County approvals for the Development, including zoning, general plan, environmental clearance and all conditions of approval thereunder. All such improvements collectively constitute the "Improvements."

The quality of construction shall be of a high level. The Improvements shall conform to the approved plans on file with the County as of the Date of the Agreement as supplemented by the Construction Drawings (the "Approved Plans"), including all conditions and mitigation measures imposed by the County in connection with the development approval process.

The Developer shall commence and complete the Improvements by the respective times established therefor in the Schedule of Performance.

III. DEVELOPMENT STANDARDS

The Improvements shall conform to all applicable state laws and regulations and to local zoning, applicable provisions of the County Ordinances of the County of Riverside (the "County Ordinances") and the following development standards:

A. General Requirements

1. **Vehicular Access.** The placement of vehicular driveways shall be coordinated with the needs of proper street traffic flow as approved by the County. In the interest of minimizing traffic congestion, the County will control the number and location of curb breaks for access to the Site for off-street parking and truck loading. All access driveways shall require written approval of the County staff.

2. **Building Signs.** Signs shall be limited in size, subdued and otherwise designed to contribute positively to the environment. Signs identifying the building use will be permitted, but their height, size, location, color, lighting and design will be subject to County staff approval, and signs must conform to the County Ordinances.

3. **Screening.** All outdoor storage of materials or equipment shall be enclosed or screened to the extent and in the manner required by the County Staff.

4. **Landscaping.** The Developer shall provide and maintain landscaping within the public rights-of-way and within setback area along all street frontages and conforming with the plans as hereafter approved by the County. Landscaping shall consist of trees, shrubs and installation of an automatic irrigation system adequate to maintain such plant material. The type and size of trees to be planted, together with a landscaping plan, shall be subject to the County staff approval prior to planting.

5. **Utilities.** All utilities on the Site provided to service the Approved Project constructed by the Developer shall be underground at Developer's expense.

6. **Improvements Design.** Improvements shall be constructed such that the Improvements shall be effectively and aesthetically designed and in conformance with County approvals.

B. Design Features:

The following design features are considered essential components to the Improvements

Fencing – The site shall be completely gates around the exterior.

Overall Design Quality, Materials, Colors, Design Features – Quality of design is important, materials and colors are to be approved by County.

IV. DEMOLITION AND SOILS

Except to the extent otherwise expressly provided in the DA, the Developer assumes all responsibility for surface and subsurface conditions at the Site, and the suitability of the Site for the Improvements. The Developer has undertaken all investigation of the Site as it shall deem necessary and has not received or relied upon any representations of the County, or their respective officers, agents and employees.

V. SPECIAL AMENTIES

The Developer shall undertake all improvements required by the County as a condition of development of the Site, as more particularly provided in the County approvals given for the site.

ATTACHMENT NO. 4
SCHEDULE OF PERFORMANCE

1.	<u>Submission to Planning Department.</u> Developer makes complete submittal of plans to County Planning Department.	On or before August 30, 2014
2.	<u>County Approves Entitlements.</u> County gives final approval to entitlements.	On or before October 15, 2014
3.	<u>Plan Check Approval.</u> Developer obtains completed plan check by County.	On or before November 15, 2014
4.	<u>Financing Complete.</u> Developer provides evidence to the County that Developer has secured financial commitments sufficient to undertake and complete development of the Project.	On or before December 1, 2014
5.	<u>Satisfaction of County Conditions Precedent.</u> Developer shall satisfy the County Conditions Precedent and obtain building permit.	On or before December 15, 2014
6.	<u>Commencement of Construction.</u> The Developer shall have commenced the construction of the Improvements.	On or before January 30, 2014
7.	<u>Completion of Construction.</u> Developer shall complete	On or before May 30, 2015

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construction of the Improvements.	
8. <u>Mecca Comfort Station is Open for the Public.</u> Developer opens the facility for use by the Public.	Within 30 days after the earlier of (i) completion of construction or (ii) the time established for completion of Construction in this Schedule of Completion

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ATTACHMENT NO. 5
OPERATING COVENANT AGREEMENT
(behind this page)

OPERATING COVENANT AGREEMENT

THIS OPERATING COVENANT AGREEMENT (“Covenant”) is entered into as of _____, 2014, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (“County”), and the GALILEE CENTER, INC., a California nonprofit corporation (“Developer”).

RECITALS

WHEREAS, Union Pacific Railroad Company owns fee title to that certain real property located in Mecca, County of Riverside, State of California, legally described in the legal description attached hereto as Exhibit A and incorporated herein by this reference (the “Property”);

WHEREAS, Developer is the owner of a leasehold interest in the Property, including all improvements thereon, legally described in the legal description attached hereto as Exhibit B and incorporated herein by this reference (the “Leasehold”), pursuant to that certain lease agreement between Developer (successor in interest to Extended Hands Ministry) and the Union Pacific Railroad Company dated June 15, 2006 (“Lease”);

WHEREAS, County and Developer have entered into that certain Development and Construction Agreement, dated _____, 2014 (the “Development Agreement”) which is incorporated herein by this reference. The Development Agreement provides for, among other things, the development on a portion of the Property depicted on the Site Map attached hereto as Exhibit C and incorporated herein by this reference (“Site”) of shower, laundry and restroom facilities and adequate parking facilities (“Project”), as more specifically described in the Development Agreement. All capitalized terms not otherwise defined herein shall have the meaning ascribed to such term in the Development Agreement;

WHEREAS, pursuant to the Development Agreement, subject to the satisfaction of certain conditions set forth therein, County has agreed to provide financial assistance to Developer to provide part of the financing for the construction, development and operation of the Mecca Comfort Station (as defined in the Development Agreement) on the Site in the form of a forgivable loan in the not to exceed amount of \$ 1,700,000 (“County Forgivable Loan”). The County Forgivable Loan is evidenced by that certain Promissory Note executed by Developer for the benefit of County dated on or about the date hereof (“County Forgivable Loan Note”). The County Forgivable Loan Note is secured by the County Loan Documents (defined in the Development Agreement); and

WHEREAS, pursuant to the Development Agreement, the County and Developer desire to enter into this Covenant regulating the development, use and maintenance of the Site where the Mecca Comfort Station shall be located, for the benefit of the unincorporated community of Mecca, and the County of Riverside.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Covenant, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer, on behalf of itself and its successors, assigns, and each successor in interest or any part thereof, hereby declares as follows:

ARTICLE I

DEFINITIONS

The definitions provided herein shall be applicable in this Covenant and to any amendment or supplemental Covenant (unless the context implicitly or explicitly shall prohibit).

“County Ordinances” means and refers to the County of Riverside County Ordinances as revised from time to time.

“Common Areas” means all areas on the Site that are open or accessible to all visitors to the Site (such as grounds, but excluding buildings).

“Improvements” means the improvements more particularly described in the Scope of Development, Attachment No. 3 to the Development Agreement and incorporated herein by this reference, including, more generally, a men’s restroom facility that includes, at a minimum, a changing table, 6 men’s shower stalls, 5 men’s toilets, 5 hand sinks and 5 lockers (at least 1 of each amenity shall be ADA accessible), with hot and cold running water; a women’s restroom facility that includes, at a minimum, a changing table, 6 women’s shower stalls, 5 women’s toilets, 5 hand sinks and five lockers (at least 1 of each amenity shall be ADA accessible) with hot and cold running water; a laundry facility that includes 8 washing machines with hot and cold running water, a separate family facility, 8 dryers and a vending machine for laundry supplies and associated improvements as required by the Development Agreement to be developed by the Developer upon the Site, with related offsite improvements.

“Mecca Comfort Station” means the Improvements developed and operated on the Site by Developer pursuant to the Development Agreement, the Scope of Development, and this Covenant.

“Site” means the portion of the Property where the Mecca Comfort Station and Project shall be located as identified in the Development Agreement and depicted on the Site Map attached hereto as Exhibit C, and incorporated herein by this reference, and appurtenances, including all structures and other Improvements (as defined in the Development Agreement) thereon, and those hereafter constructed.

“Term” and “Required Covenant Period” mean a period of ten (10) years commencing on the issuance of a final certificate of occupancy for the Project and continuing until the eleventh (11th) anniversary thereof, including any extensions agreed to by the parties.

“Year” means a calendar year.

ARTICLE II

LAND USE RESTRICTIONS; IMPROVEMENTS

Section 1. Construction and Development of the Site. Developer agrees to construct and develop, or cause the construction and development, on the Site, within the time required in the Development Agreement and the Schedule of Performance (attached to the Development Agreement as Attachment No. 4), of the Improvements, all as more specifically provided in the Development Agreement and the Scope of Development attached to the Development Agreement as Attachment No. 3 and incorporated herein by this reference.

Section 2. Certificate of Completion. Following Completion of the Improvements on the Site, and County's determination that the completed Improvements comply with the Development Agreement and the Scope of Development, County shall issue a Certificate of Completion. Following the issuance of a Certificate of Completion, the construction covenants contained in Section 1 above, shall terminate and be of no further force and effect with respect to the Site. Further, following the issuance of a Certificate of Completion, any successor-in-interest to the Leasehold or any portion thereof shall have no obligations relating to the construction of the Improvements pursuant to the Development Agreement and shall only have obligations relating to those provisions in the Development Agreement which expressly provide that they survive termination including, but not limited to Developer's obligations under this Covenant, the County Forgivable Loan Note, and County Loan Documents (as defined in the Development Agreement) and any other documents executed in connection with the Development Agreement.

Section 3. Use of the Site. During the Term of this Covenant, Developer, on behalf of itself and its successors, assigns, and each successor in interest to Developer's interest in the Property or any part thereof, hereby covenants and agrees as follows:

- a. Developer, its successors and assigns, shall use the Site only for the uses permitted in the Development Agreement and this Covenant, specifically including use of the Site as the Mecca Comfort Station, all as described in the Scope of Development and the Development Agreement.
- b. All the uses conducted on the Site, including, without limitation, all activities undertaken by the Developer pursuant to the Development Agreement, shall conform to all applicable provisions of the County Ordinances and the approvals granted by the County under the Development Agreement.
- c. Until the expiration of the Term, Developer on behalf of itself and its successors, assigns, and each successor in interest to Developer's interest in the Property or any part thereof, hereby covenants and agrees as follows:
 - i. To continue to operate the Site as a men's restroom facility that includes, at a minimum, a changing table, 6 men's shower stalls, 5 men's toilets, 5 hand sinks and 5 lockers (at least 1 of each amenity shall be ADA accessible), with hot and cold running water; a women's restroom facility that includes, at a minimum, a changing table, 6 women's shower stalls, 5 women's toilets, 5 hand sinks and five lockers (at least 1 of each amenity shall be ADA accessible) with hot and cold running water; a laundry

facility that includes 8 washing machines with hot and cold running water, a separate family facility, 8 dryers and a vending machine for laundry supplies and associated improvements as required by this Agreement (collectively, the Mecca Comfort Station). The Mecca Comfort Station shall benefit families and adults as set forth herein.

- ii. No fees shall be charged for the use of the shower or restroom services at the Mecca Comfort Station. A nominal fee, not to exceed \$1.00 for each use of a washer and \$1.00 for each use of a dryer, may be imposed on the use of the washer and dryer services, which fees are subject to reduction by County in its discretion.

- iii. To operate the Mecca Comfort Station, at a minimum:
 - 1. During the winter harvest season, defined as November 1st through March 30th; and
 - 2. During the summer harvest season defined as May 1 through July 30th.

- iv. The Mecca Comfort Station shall be open to the public, at a minimum during the hours of:
 - 1. Monday through Friday from 1pm to 7pm, during both the winter and summer harvest seasons; and
 - 2. Saturdays and Sundays from 12pm to 6pm, during both the winter and summer harvest seasons.

County and Developer shall have the right, but not the obligation, to annually review the dates and hours of operation for the Mecca Comfort Station to ensure the provision of services during the dates and hours of most need.

D. Until the expiration of the Term, operation of the Mecca Comfort Station by Developer shall include adequate staffing during operating hours to ensure adequate public safety, monitoring and customer service.

Section 4. Nondiscrimination.

Developer shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring or treatment of any contractors or consultants, to participate in subcontracting/subconsulting opportunities. Developer understands and agrees that violation of this clause shall be considered a material breach of this Covenant and may result in termination, debarment or other sanctions. This language shall be incorporated into all contracts between Developer and any contractor, consultant, subcontractor, subconsultants, vendors and suppliers. Developer shall comply with the provisions of the California Fair Employment and Housing Act (Government Code Sections 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended, and all Administrative Rules and Regulations issued pursuant to said Acts and Orders with respect to its use of the Property.

Developer herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that this Covenant is made and accepted upon and subject to the following conditions: There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property.

Developer, its successors and assigns, shall refrain from restricting the rental, sale, or lease of the Property or any portion thereof, on the basis of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry of any person. Every deed, lease, and contract entered into with respect to the Property, or any portion thereof, after the date of this Covenant shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

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

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

In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955

of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land."

The covenants established in this Covenant shall, without regard to technical classifications and designation, be binding for the benefit and in favor of the County and any successor in interest to the Property. The covenants against discrimination as set forth in this Section 4 of Article II shall remain in effect in perpetuity.

Section 5. Parking of Vehicles. The Developer shall not permit the parking, storing or keeping of any vehicle except wholly within the parking areas designated for the Site. Except for Developer's vehicles used in connection with the operation of the Project or the provision of social services to users of the Mecca Comfort Station, the Developer shall not permit the parking, storing or keeping of any large commercial type vehicle (dump truck, cement mixer truck, oil or gas truck, etc.) or any recreation vehicle over twenty (20) feet in length (camper unit, motor home, trailer, mobile home or other similar vehicle) boats over twenty (20) feet in length, or any vehicle other than a private passenger vehicle, upon any portion of the Common Areas, including parking spaces. For purposes of this section, a pickup truck with a pickup bed mounted camper shall be considered a private passenger vehicle; provided however, that no such vehicle shall be used for residential purposes while parked on the premises.

The Developer shall not permit major repairs or major restorations of any motor vehicle, boat, trailer, aircraft or other vehicle to be conducted upon any portion of the Common Area, including the parking areas, except for emergency repairs thereto and then only to the extent necessary to enable movement of the vehicle to a proper repair facility. No inoperable vehicle shall be store or kept in the Common Area. The Developer shall give the vehicle owner not less than four (4) days nor more than seven (7) days' notice and an opportunity to remove any vehicle parked, stored or kept in violation of the provisions of this Covenant. Notice shall consist minimally of a reasonably diligent attempt to personally notify the vehicle owner or alternatively leaving written notice on the subject vehicle. After due notice and opportunity have been given to the vehicle owner, the Developer shall have the right to remove, at the vehicle owner's expense, any vehicle parked, stored or kept in violation of the provisions of this Covenant.

Section 6. Maximum Occupancies. No persons shall be permitted to occupy any portion of the Site in excess of applicable limit of maximum occupancy set by County Ordinances and the laws of the State of California.

Section 7. Signs Required. "Illegally parked vehicles will be towed" signs in compliance with California Vehicle Code requirements will be posted and enforced by the Developer.

Section 8. Structural Change. Nothing shall be done on the Site, in or to any building which would structurally change the exterior or the interior bearing walls of any such building or structure, except as otherwise provided herein. Nothing herein shall affect the rights of the

Developer to repair, alter or construct improvements on the buildings on the Site unless such repair, alteration or improvement would impair the structural integrity and/or exterior appearance of said buildings. Nothing herein shall be deemed to prohibit work ordered to be performed by the County building official.

Section 9. Compliance with Laws. The Developer shall comply with all applicable laws in connection with the development and used of the Site. The Developer is a sophisticated party, with substantial experience in the acquisition, development, financing, obtaining financing for, marketing, and operation of projects, and with the negotiation, review, and preparation of agreements and other documents in connection with such activities. The Developer is familiar with and has reviewed all laws and regulations pertaining to the acquisition, development and operation of the Mecca Comfort Station and has obtained advice from any advisers of its own choosing in connections with this Covenant.

ARTICLE III

DUTIES OF DEVELOPER: SPECIFIC MAINTENANCE RESPONSIBILITIES

Section 1. Maintenance; General. The Developer shall maintain the Site or cause it to be maintained in a decent, safe and sanitary manner, and in accordance with the standard of maintenance of public use facilities within the County of Riverside. If at any time Developer fails to main the Site in accordance with this Covenant and such condition is not corrected within five (5) days after written notice from the County with respect to graffiti, debris, and waste material, or thirty (30) days after written notice from the County with respect to general maintenance, landscaping and building improvements, then the County, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the Site and perform all acts and work necessary to protect, maintain, and preserve the Site, and to attach a lien upon the Site, or to assess the Site, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the County and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by Developer to the County upon demand.

Section 2. Exterior Building Maintenance. All exterior, painted surfaces shall be maintained at all times in a clean and presentable manner, free from chipping, cracking and defacing marks. Any such defacing marks shall be cleaned or removed within a reasonable period of time as set forth herein.

Section 3. Front and Side Exteriors. The Developer shall at all times maintain the front exterior and yard in a clean, safe and presentable manner, free from defacing marks or any disrepair and any visible side exteriors. The Developer shall hire maintenance personnel to maintain and/or repair any front exterior or yard or visible side yard and exterior of any lot or building.

Section 4. Graffiti Removal. All graffiti, and defacement of any type, including marks, words and pictures must be removed any necessary painting or repair completed by the late to occur if (i) one hundred twenty (120) hours of their creation or (ii) one hundred twenty (210) hours after notice to Developer.

Section 5. Driveways. All driveways must be paved and maintained with pervious material in accordance with the County Ordinances. In addition, all on-site water must be made to drain freely to the onsite drainage facilities without any pooling.

Section 6. Exterior Illumination. The Developer shall at all times maintain adequate lighting in all entrance ways and parking areas. Adequate lighting means outdoor, night lighting design and installed which provides no less than one 91.0) foot candles in the parking areas and no less than one and one—half (1-1/2 foot candles in the walking areas or common areas and no less than 0.2 foot candles at the point of least illumination.

Section 7. Trash Bins. All trash shall be collected and placed at all times in an enclosable bin to be placed in a designated refuse/trash bin area. The designated area shall be located to that the bin will, to the extent possible, be readily accessible from the street.

Section 8. Prohibited Signs. No sign of any kind shall be displayed to the public view on or from any portion of the Site without the approval of the County and appropriate County departments if any as require by the County Ordinances.

ARTICLE IV

OBLIGATION TO MAINTAIN, REPAIR AND REBUILD

Section 1. Maintenance by Developer. The Developer shall, at its sole cost and expense, maintain and repair the Site and the improvements thereon keeping the same in a decent, safe and sanitary manner and in good condition and making all repairs as they may be required by these Covenants and by all applicable County Ordinances and Uniform Code provisions. The Developer shall also maintain the landscaping required to be planted in a healthy condition. If at any time Developer fails to maintain the Site or any portion thereof, and said condition is not corrected after the expiration of forty-five (45) days from the date of written notice from the County, the County may perform the necessary maintenance and Developer shall pay such costs as are reasonably incurred for such maintenance. Payment shall be due within fifteen (15) days of receipt of an invoice from the County.

Section 2. Damage and Destruction Affecting Site – Developer’s Duty to Rebuild. If all or any portion of the Site and the improvements thereon is damaged or destroyed by fire or other casualty for which insurance proceeds are available as a result of such casualty, it shall be the duty of the Developer to rebuild, repair or reconstruct said portion of the Site and/or the improvements in a timely manner which will restore it to County Code compliance condition.

In furtherance of the requirements of this Section 2, In addition to the insurance requirements set forth in the Development Agreement, Developer shall keep the construction on the Site insured by carriers at all times satisfactory to County against loss by fire and such other hazards, casualties, liabilities and contingencies as included within an all risk extended coverage hazard insurance policy, in an amount of the full replacement cost of the constructions. In the event of loss, Developer shall give prompt written notice to the insurance carrier and to the County.

If the Site is abandoned by the Developer, or if Developer fails to respond to County within thirty (30) days from the date notice is mailed by County to Developer that the insurance

carrier offers to settle a claim for insurance benefits, subject to any claims thereto by a senior lienholder, the County is authorized to collect and apply the insurance proceeds at County's option either to restoration or repair of the Site.

Section 3. Variance in Exterior Appearance and Design. In the event the Mecca Comfort Station sustains substantial physical damage due to a casualty event, the Developer may apply to the County of Riverside for approval to reconstruct, rebuild or repair in a manner which will provide different exterior appearance and lot design from that which existed prior to the date of the casualty.

Section 4. Time Limitation. Upon damage to the Site or the Mecca Comfort Station or other improvements which Developer is obligated to repair pursuant to Section 2 above, the Developer shall be obligated to proceed with all due diligence hereunder and commence reconstruction within two (2) months after the damage occurs and complete reconstruction within six (6) months after damage occurs or demolition and vacate within two (2) months, unless prevented by causes beyond their reasonable control, in which event reconstruction shall be commenced at the earliest feasible time.

ARTICLE V

ENFORCEMENT

Section 1. Remedies. Breach of covenants contained in the Covenant may be enjoined, abated or remedied by appropriate legal proceeding by the County.

This Covenant does not in any way infringe on the right or duties of the County of Riverside to enforce any of the provisions of the County Ordinances including, but not limited to, the abatement of dangerous buildings.

If a violation of any of the covenants or provisions of this Covenant remains uncured after the respective time period set forth herein, County and its successors and assigns, without regard to whether County or its successors and assigns is an owner of any land or interest therein to which these covenants relate, may institute and prosecute any proceedings at law or in equity to abate, prevent or enjoin any such violation or attempted violation or to compel specific performance by Developer of its obligations hereunder. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.

Section 2. Notice and Cure. Prior to exercising any remedies hereunder, the County shall give Developer notice of such default. Except as otherwise provided herein, any monetary default shall be cured within seven (7) days of delivery of notice by County. Except as otherwise provided herein, if a non-monetary default is reasonably capable of being cured within thirty (30) days of delivery of notice, Developer shall have such period to effect a cure prior to exercise of remedies by County. If the non-monetary default is such that it is not reasonably capable of being cured within thirty (30) days, and Developer (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Developer shall have such additional time as is reasonably necessary to cure the

default prior to exercise of any remedies by the County; but in no event no later than sixty (60) days from delivery of notice.

Section 3. Nuisance. The result of every act or omission whereby any of the covenants contained in this Covenant are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowable at law or equity, against a nuisance, either public or private, shall be applicable against every such result and may be exercised by any owner or its successors in interest, without derogation of the County's rights under law.

Section 4. Right of Entry. In addition to the above general rights of enforcement, the County shall have the right through its agents and employees, to enter upon any part of the Site for purpose of enforcing the California Vehicle Code, and the ordinances and other regulations of the County, and for maintenance and/or repair of any or all publicly owned utilities. Subsequent to five (5) days written notice to the Developer specifically outlining the Developer's noncompliance, the County shall have the right of entry on the Site at reasonable hours to enforce compliance with this Covenant which the Developer has failed to perform. Subsequent to five (5) days written notice to the Developer specifically outlining the Developer's noncompliance, the County shall have the right of entry on the Site at reasonable hours to enforce compliance with this Covenant which the Developer has failed to perform. In the event of an emergency, the County has the right of entry on the Site to effect emergency repairs or maintenance and County shall provide such notice as may be practical under the circumstances.

Section 5. Cost of Repair. Any costs paid by the County of any repairs or maintenance emergency and/or non-emergency made pursuant to this Covenant, shall be immediately reimbursed to the County by Developer upon written demand by County.

Section 6. Cumulative Remedies. The remedies herein provided for breach of the covenants contained in this Covenant shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

Section 7. Failure to Enforce. The failure to enforce any of the covenants contained in this Covenant shall not constitute a waiver of the right to enforce the same thereafter.

Section 8. Enforcement and Non-liability. The County may from time to time make such efforts, if any, as it shall deem appropriate enforce and/or assist in enforcing this Covenant. However, the County will not be subject to any liability for failure to affirmatively enforce any provision of this Covenant.

Section 9. Termination of Lease.

County acknowledges that the term of the Lease is "year to year" terminable without cause upon 30 days' written notice to Developer by Union Pacific Railroad Company. County acknowledges and agrees that in the event Union Pacific Railroad Company terminates the Lease without cause prior to the expiration of the Term, Developer's inability to perform its obligations pursuant to this Covenant shall not constitute a default hereunder.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Governing Law; Venue; Severability. This Covenant shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Covenant shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Covenant is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Section 2. Binding Effect. The rights and obligations of this Covenant shall bind and inure to the benefit of the respective heirs, successors and assigns of the parties.

Section 3. Term. This Covenant shall run with and bind the interest of the Developer in the Property, including the Site, and shall inure the owner(s) of any property subject to this Covenant, his legal representatives, heirs, successors and assigns. The non-discrimination covenants, conditions and restrictions contained in Article II, Section 4 of this Covenant shall remain in effect in perpetuity. Every other covenant, condition and restriction contained in this Covenant shall remain in effect for not less than the Term. The County and Developer acknowledge and agree to use best efforts to continually identify funding sources to allow for the operation of the Mecca Comfort Station on the Site beyond the Term.

Section 4. Enforced Delay; Extension of Time of Performance. Performance hereunder shall not be deemed to be in default, and all performance and other dates specified in this Covenant shall be extended, where delays or defaults are due to: war; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; acts or omissions of another party, or acts or failures to act of the County or any other public or governmental County or entity. Notwithstanding anything to the contrary in this Covenant, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party, within fifteen (15) days of the commencement of the cause. Time of performance under this Covenant may be extended in writing by the mutual agreement of the County and the Developer. The failure of the Developer to obtain financing for development or repairs shall not constitute ground for enforced delay hereunder.

Section 5. Amendments. This Covenant may be amended only by the written agreement of the Developer and the County.

Section 6. Notices. Any notice permitted or required to be delivered as provided herein to Developer shall be in writing and may be delivered either personally or by certified mail. Notice to the County shall be made by certified mail to the County Assistant Executive Officer or his designee at Riverside County Economic Development County, 3403 Tenth Street, Suite #400, Riverside, CA 92501, and shall be effective upon receipt by County. Notice to Developer shall be made by certified mail to the Galilee Center, Inc., a California nonprofit, 66101 Hammond Road, Mecca, CA 92254, Attn: Gloria Gomez, Founder, and shall be effective

upon receipt by Developer. Such addresses may be changed from time to time by notice in writing.

**REMAINDER OF PAGE BLANK
SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the County and the Developer have executed this Agreement as of the date first above written.

“COUNTY”

“DEVELOPER”

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

GALILEE CENTER, INC., a nonprofit corporation

By: _____
Jeff Stone, Chairman

By: Gloria Gomez
Gloria Gomez, Director

Date: _____

Date: _____

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
COUNTY COUNSEL

By: Jhaila R. Brown
Jhaila R. Brown,
Deputy County Counsel

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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

THE 200 FEET WIDE STRIP OF LAND IN SECTIONS 8 AND 17, IN TOWNSHIP 7 SOUTH, RANGE 9 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, THE SOUTHWEST LINE OF SAID STRIP BEING THE CENTERLINE OF THE SOUTHERN PACIFIC COMPANY'S MAIN TRACK, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 8, WITH A LINE PARALLEL WITH AND SOUTHWEST 15.00 FEET FROM THE NORTHEAST LINE OF SAID 200.00 FEET WIDE STRIP; THENCE NORTHWEST 160.00 FEET OF SAID PARALLEL LINE; THENCE AT RIGHT ANGLES, SOUTHWEST 145.00 FEET; THENCE SOUTHEAST 600.00 FEET, PARALLEL WITH SAID NORTHEAST LINE; THENCE AT RIGHT ANGLES NORTHEAST 143.00 FEET TO FIRST SAID PARALLEL LINE; THENCE NORTHWEST 440.00 FEET ON SAID PARALLEL LINE TO THE POINT OF BEGINNING.

EXHIBIT B

LEGAL DESCRIPTION OF LEASEHOLD

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

A LEASEHOLD INTEREST IN THAT PORTION OF THE 200 FEET WIDE STRIP OF LAND IN SECTIONS 8 AND 17, IN TOWNSHIP 7 SOUTH, RANGE 9 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, THE SOUTHWEST LINE OF SAID STRIP BEING THE CENTERLINE OF THE SOUTHERN PACIFIC COMPANY'S MAIN TRACK, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 8, WITH A LINE PARALLEL WITH AND SOUTHWEST 15.00 FEET FROM THE NORTHEAST LINE OF SAID 200.00 FEET WIDE STRIP; THENCE NORTHWEST 160.00 FEET OF SAID PARALLEL LINE; THENCE AT RIGHT ANGLES, SOUTHWEST 145.00 FEET; THENCE SOUTHEAST 600.00 FEET, PARALLEL WITH SAID NORTHEAST LINE; THENCE AT RIGHT ANGLES NORTHEAST 143.00 FEET TO FIRST SAID PARALLEL LINE; THENCE NORTHWEST 440.00 FEET ON SAID PARALLEL LINE TO THE POINT OF BEGINNING.

EXHIBIT C
SITE MAP

[behind this page]

SITE MAP

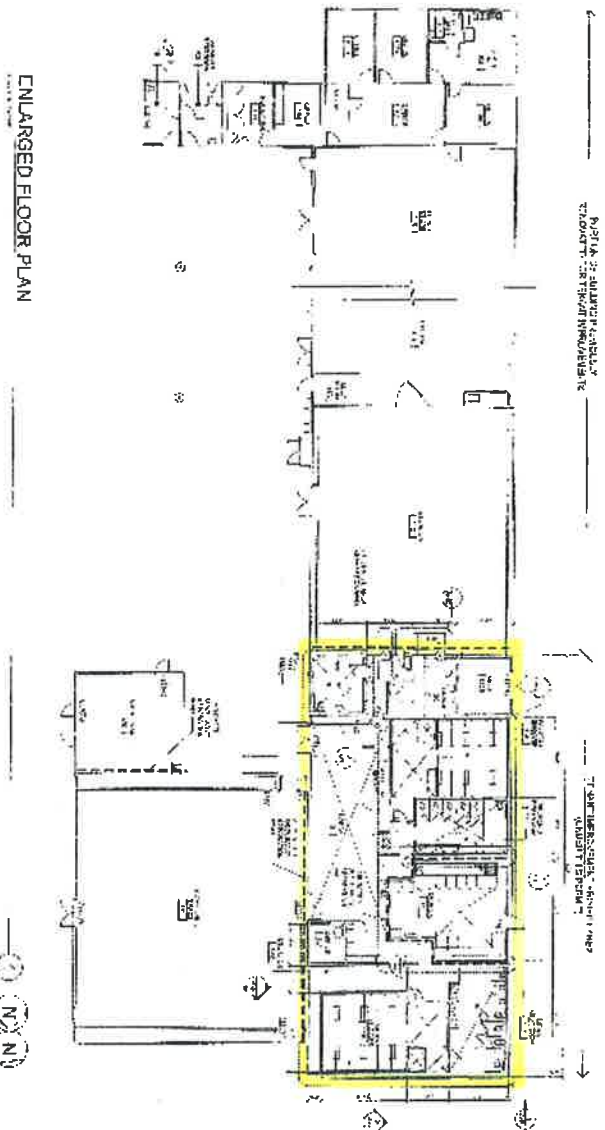


Legend
This map was created using data from the following sources:
Esri, DigitalGlobe, GeoEye, AeroGRID, USDA, USGS, AEX,
Getmapping, Aergrid, IGN, ICB, Swirebird, and the GIS User
Community

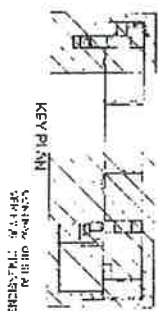
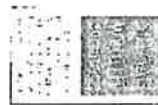


Legend
Galilee Center Parcels

SITE MAP (CONT.)



GALILEE CENTER
66-101 HAMMOND ROAD
MECCA, CA 92254



EXISTING CONCRETE
 EXISTING MASONRY
A-7

Mecca Comfort Station
Galilee Center, Mecca
November 2014

ATTACHMENT NO. 6
PROJECT BUDGET
(behind this page)

ATTACHMENT NO. 6

PROJECT BUDGET

<u>Description</u>	<u>Amount</u>
General Conditions	\$ 61,821
Demolition/Concrete	\$ 21,739
Grading	\$ 9,420
Site Utilities	\$ 81,500
AC-Paving	\$ 9,400
Concrete-Building	\$ 35,584
Concrete-Site	\$ 14,256
Miscellaneous Steel	\$ 50,915
Rough Carpentry	\$ 44,235
Millwork	\$ 14,220
Waterproofing	\$ 21,600
Insulation	\$ 10,316
Roofing	\$ 10,535
Sheet Metal	\$ 7,800
Caulking & Sealants	\$ 1,850
Doors/Frames/Hardware	\$ 14,790
Storefronts	\$ 13,344
Glass & Glazing	\$ 4,800
Lath & Plaster	\$ 9,714
Drywall	\$ 38,027
Ceramic Tile	\$ 53,749
Acoustic Ceilings	\$ 6,094
Flooring	\$ 4,508
Painting	\$ 9,672

Toilet Partitions	\$ 45,060
Fire Extinguishers	\$ 1,130
Toilet Accessories	\$ 16,206
Commercial Laundry Equipment	\$ 32,911
Plumbing	\$ 87,180
HVAC	\$ 50,100
Electrical	\$ 52,486
Fire Alarm System	\$ 4,200
Insurance/Overhead	\$ 80,727
<u>Contractor's Fee</u>	<u>\$ 64,392</u>
Total Construction Budget:	\$984,281
Predevelopment Expenses (see Attachment 9)	\$258,000
Total Estimated Project Cost:	\$1,242,281

Mecca Comfort Station
Galilee Center, Mecca
November 2014

ATTACHMENT NO. 7
COUNTY FORGIVABLE LOAN NOTE
(behind this page)

PROMISSORY NOTE FOR
COUNTY FORGIVABLE LOAN

PROMISSORY NOTE

(County Forgivable Loan)

\$1,700,000
0% Interest

Riverside, California
_____, 2014

FOR VALUE RECEIVED, the undersigned GALILEE CENTER, INC., a California nonprofit corporation (“Borrower”), promises to pay to the COUNTY OF RIVERSIDE, a political subdivision of the State of California (“County”), at 3403 10th Street, Suite 300, Riverside, California 92501, or at such other address as the County may direct from time to time in writing, the maximum principal amount of ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$1,700,000) (the “Note Amount”), as provided in this Promissory Note. All sums hereunder shall be payable in lawful money of the United States of America.

1. **County’s Financial Assistance.**

(a) **Development and Construction Agreement.** This Promissory Note is made and delivered pursuant to and in implementation of that certain Development and Construction Agreement (“Development Agreement”) entered into by and between the County and Borrower dated _____, 2014, a copy of which is on file as a public record with the County and is incorporated herein by reference. The term “Development Agreement” as used herein shall mean, refer to and include the Development Agreement, as well as any riders, exhibits, addenda, implementation agreements, amendments and attachments thereto (which are hereby incorporated herein by this reference) or other documents expressly incorporated by reference in the Development Agreement. Any capitalized term in this Promissory Note shall have the meaning ascribed to such term in the Development Agreement, unless otherwise provided in this Promissory Note.

(b) **Comfort Station.** The Development Agreement contemplates the County’s financial assistance toward Borrower’s completion of the Project (as defined in the Development Agreement) at the Borrower’s current facility open to the public and located at 66-101 Hammond Road, Mecca, California, 92236 (“Property”). Borrower is the owner of a leasehold interest in the Property, including all improvements thereon (“Leasehold”), pursuant to a written lease agreement between Borrower and the Union Pacific Railroad Company dated June 15, 20016 including any extensions or amendments thereto (the “Lease”).

2. **County Forgivable Loan.** This Promissory Note evidences Borrower’s obligation to repay to the County the County Forgivable Loan in the Note Amount. Borrower’s use of the County Forgivable Loan shall be subject to the terms and conditions set forth in the Development

Agreement, the Operating Covenant Agreement and this Promissory Note. Borrower acknowledges that, but for the execution of this Promissory Note, and satisfaction of other conditions set forth in the Development Agreement, the County would not permit the loan evidenced by this Promissory Note. This Promissory Note is secured by the following documents: that certain unrecorded Operating Covenant Agreement (“Use Covenants”) and that certain UCC-1 Financing Statement filed with the California Secretary of State (“UCC-1”). This Promissory Note, the Development Agreement, Use Covenants, and UCC-1 are collectively referred to herein as the County Loan Documents.

3. **Term.** The term of this Promissory Note (“Term”) shall be ten (10) years commencing on the date a permanent Certificate of Occupancy is issued by the County of Riverside Building Inspector for the Project (the “Certificate of Occupancy Date”). The Note Amount shall be disbursed pursuant to the Disbursement Agreement (Attachment No. 9 to the Development Agreement incorporated herein by this reference) and the Development Agreement (the “Loan Issuance Date”).

4. **Interest.** Except in an event of acceleration described in Section 6, this Promissory Note shall bear interest at the rate of zero percent (0%) per annum. In the case of an event of acceleration described in Section 6, the unpaid balance of the Note Amount (to the extent not already forgiven in accordance with Section 5) shall bear interest at a default rate (“Default Interest Rate”) equal to the lesser of ten percent (10%) per annum, compounded monthly, or the highest rate of interest permitted by law, from the date of the first disbursement of the Note Amount until the date of payment in full. The imposition of the Default Interest Rate shall be in addition to and not in lieu of any other rights and remedies otherwise by law. The remedies of a holder of this Promissory Note as provided herein and in the other County Loan Documents shall be cumulative and concurrent and may be pursued singularly, successively or together, at the sole discretion of the holder, and may be exercised on multiple occasions as permitted under the terms of such documents.

5. **Payments.**

(a) **Definition of Year.** For purposes of this Promissory Note, the term “Year” shall mean each calendar year, beginning from the Certificate of Occupancy Date. For example, Year 1 begins on the date of the Certificate of Occupancy Date and ends on the date immediately preceding the first anniversary of the Certificate of Occupancy Date, and Year 10 begins on the ninth anniversary of the Certificate of Occupancy Date and ends on the date immediately preceding the tenth anniversary of the Certificate of Occupancy Date.

(b) **Annual Payments.** Except in the event of an acceleration described in Section 6, and except as otherwise provided in Section 5(c), Borrower shall repay the Note Amount by making an annual installment payment (each an “Annual Payment”), due and payable to the County on each anniversary of the date of Certificate of Occupancy Date (each a “Payment Date”). Each Annual Payment shall equal \$170,000, which compromises one-tenth (1/10) of the principal balance of the Note Amount.

(c) **Service Repayment.** Borrower shall be automatically credited with having made an Annual Payment, and the applicable portion of the Note Amount shall be forgiven in that respect, so long as Borrower is not in default of any of the County Loan Documents. As such, if Borrower is not in default of any of the County Loan Documents then the entire balance of the Note Amount shall be deemed paid by Borrower and forgiven by the County at the expiration of the Term.

(d) **Return of Note.** Upon receipt of payment or deemed payment of all sums owing and outstanding under this Promissory Note, County shall return to Borrower this Promissory Note marked "PAID."

6. **Due on Expiration of Term or Upon Event of Acceleration.** After notice and opportunity to cure, the entire Note Amount and any accrued but unpaid interest shall be due and payable upon the expiration of the Term of this Promissory Note, or immediately upon the occurrence of any of the following events of acceleration:

(a) If the Leasehold or any portion thereof or interest therein is sold, transferred, assigned or refinanced, without the prior written approval of the County, except as otherwise permitted in the Development Agreement; or

(b) If the Lease is terminated with cause by the landlord, Union Pacific Railroad Company; or

(c) If there is a default by Borrower under the terms of the County Loan Documents, which default is not cured within the applicable time period provided therein; or

(d) If Borrower unilaterally stops operating the Mecca Comfort Station (as defined in the Development Agreement) within the Mecca Comfort Station Area before the expiration of the applicable term pursuant to the Development Agreement and the Use Covenants; or

(e) The filing of bankruptcy proceedings involving Borrower as debtor; or

(f) Application for the appointment of a receiver for Borrower; or

(g) Making a general assignment for the benefit of Borrower's creditors; or

(h) Insolvency of Borrower; or

(i) If Borrower is in default under any financing agreement secured by the Property, after notice and opportunity to cure.

The County may, in its sole and absolute discretion, waive the above-described

requirements, defer repayment of the Note Amount or extend the Term hereof. Any such waiver, deferment or extension must be in writing and signed by the County.

7. **Application of Payments.** All payments to the County shall be applied first to interest, if any, then to reduce the principal amount owed.

8. **Prepayments.**

Borrower shall have the right to prepay the Note Amount, or any part thereof, without penalty; provided, however, that notwithstanding prepayment, Borrower shall remain obligated to operate the Mecca Comfort Station pursuant to the Use Covenants and the Development Agreement.

9. **Nondiscrimination.** There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Leasehold nor shall Borrower itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, invitees, users, lessees, subtenants, sublessees or vendees of the Leasehold.

10. **Defaults.** Failure or delay by Borrower to perform any term or provision of this Promissory Note, or any County Loan Document that is to be performed by Borrower constitutes a default under this Promissory Note. The County (the "Complaining Party") shall give written notice of default to Borrower specifying in reasonable detail the matter constituting the default. If a monetary event of default occurs, Borrower shall have a period of seven (7) calendar days after such notice is received or deemed received within which to cure the default prior to the County exercising its remedies. If a non-monetary event of default occurs, Borrower shall have thirty (30) calendar days following receipt of notice to cure the default. Except as required to protect against further damages, the Complaining Party shall not institute proceedings against the Borrower unless the matter is not cured within such thirty (30) calendar day period, or, if the default is of a nature requiring more than thirty (30) calendar days to cure, the Borrower commences to cure the matter within such thirty (30) calendar day period and diligently and in good faith pursues such cure to completion within a reasonable time, but in no event more than sixty (60) days after notice of default. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Failure to cure the default within the applicable cure period shall entitle the Complaining Party to terminate the County Forgivable Loan, accelerate payment under this Promissory Note, and exercise any other remedies available to such party.

11. **Non-Waiver.** Failure to exercise or delay in exercising any right the County may have or be entitled to, in the event of default hereunder, shall not constitute a waiver of such right or any other right in the event of a subsequent default.

12. **Borrower's Waivers.** Borrower hereby waives diligence, presentment, protest and demand, notice of protest, dishonor and nonpayment of this Promissory Note, and expressly agrees that, without in any way affecting the liability of Borrower hereunder, the County may extend any maturity date or the time for payment of any installment due hereunder, accept

additional security, release any party liable hereunder and release any security now or hereafter securing this Promissory Note. Borrower further waives, to the full extent permitted by law, the right to plead any and all statutes of limitations as a defense to any demand on this Promissory Note, or on any deed of trust, security agreement, guaranty or other agreement now or hereafter securing this Promissory Note.

13. **Governing Law.** This Promissory Note has been negotiated and entered in the State of California, and shall be governed by, construed and enforced in accordance with the internal laws of the State of California, applied to contracts made in California by California domiciliaries to be wholly performed in California. Any legal action related to the performance or interpretation of this Promissory Note shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location.

14. **Severability.** In the event that any provision or clause of this Promissory Note conflicts with applicable law, such conflict will not affect other provisions of this Promissory Note which can be given effect without the conflicting provision, and to this end the provisions of the Promissory Note are declared to be severable.

15. **Amendment of Promissory Note.** No modification, rescission, waiver, release or amendment of any provision of this Promissory Note shall be made except by a written agreement executed by Borrower and the duly authorized representative of the County.

16. **Assignment by County Permitted.** The County may, in its sole and absolute discretion, assign its rights under this Promissory Note and its right to receive repayment of the Note Amount without obtaining the consent of Borrower.

17. **Assignment by Borrower Prohibited.** In no event shall Borrower assign or transfer any portion of this Promissory Note or any rights herein without the prior express written consent of the County, which consent the County may give or withhold in its sole and absolute discretion. In the absence of specific written agreement by the County, no unauthorized assignment or transfer, or approval thereof by the County, shall be deemed to relieve Borrower or any other party from any obligations under the Development Agreement or this Promissory Note. This provision shall not affect or diminish the County's assignment rights under this Promissory Note.

18. **Junior Liens.** Borrower shall not encumber the Leasehold for the purpose of securing financing without the prior written approval of the County in its sole and absolute discretion.

19. **Relationship of Borrower and County.** The relationship of Borrower and the County pursuant to this Promissory Note is that of debtor and creditor and shall not be, or be construed to be, a joint venture, equity venture, partnership or other relationship.

20. **Security and Full Recourse.** Regardless of any collateral that may secure the Borrower's obligations under this Promissory Note, the Borrower shall remain personally liable

for the payment in full of any unpaid indebtedness owing under this Promissory Note. The County shall have recourse to any and all other assets of the Borrower, to satisfy the Borrower's obligations hereunder.

21. **Notices.**

(a) **Methods of Delivery.** Formal notices, demands and communications between the County and Borrower shall be deemed sufficiently given if made in writing and dispatched by any of the following methods to the addresses of the County and Borrower as set forth below: (i) registered or certified mail, postage prepaid, return receipt requested (in which event, the notice shall be deemed delivered on the date of receipt thereof); (ii) electronic facsimile transmission, followed on the same day by delivery of a "hard" copy via first-class mail, postage prepaid (in which event, the notice shall be deemed delivered on the date of its successful facsimile transmission as evidenced by a facsimile confirmation or "kick-out" sheet); or (iii) personal delivery, including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service (in which event, the notice shall be deemed delivered on the documented date of receipt). Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail.

(b) **County's Address.** The address of the County for purposes of receiving notices pursuant to this Promissory Note shall be the County of Riverside, 3403 10th Street, Suite 300, Riverside, CA 92501 Attention: Robert Field, Assistant County Executive Officer/EDA. The facsimile number for the County's receipt of notices is (951) 955-9177.

(c) **Borrower's Address.** The address of Borrower for purposes of receiving notices pursuant to this Promissory Note is Galilee Center, Inc., 66101 Hammond Road, Mecca, CA 92254, Attention: Gloria Gomez, Director. The facsimile number for Borrower's receipt of notices is (760) 396-5400.

22. **Termination of Lease.** County acknowledges that the term of the Lease is "year to year" terminable without cause upon 30 days' notice by Union Pacific Railroad Company. County acknowledges and agrees that in the event Union Pacific Railroad Company terminates the Lease, without cause, after the Closing and prior to the expiration of the Term, Borrower's inability to perform its obligations pursuant to this Promissory Note shall not constitute a default hereunder.

23. **Termination of Development Agreement.** Borrower shall have the right to terminate the Development Agreement prior to Closing (as defined in the Development Agreement) in the event Borrower is unable to obtain all permits required under the Development Agreement within the time set forth in the Schedule of Performance (Attachment No. 4 to Development Agreement); provided however, upon termination Borrower shall be required to immediately repay to the County all County Forgivable Loan funds disbursed to Borrower, less the Predevelopment Disbursement (as defined in the Development Agreement) disbursed to Borrower for Eligible Predevelopment Costs (as defined in the Development Agreement) ("Termination Repayment Amounts"). Borrower acknowledges and agrees that in

the event of termination by Borrower pursuant to Section 509 of the Development Agreement and this Promissory Note, County shall not be liable for, or obligated to pay to Borrower, any costs arising out of or related to Borrower's construction of the Project pursuant to the Development Agreement, including, but not limited to any permit costs or other Development Costs (as defined in the Development Agreement). The Termination Repayment Amounts shall be received by the County no later than seven (7) days after Borrower's notice of termination to the County.

24. **Force Majeure.** Notwithstanding specific provisions of this Promissory Note, Borrower shall not be deemed to be in default for failure to perform any non-monetary performance hereunder where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, material or tools, delays of any contractor, sub-contractor or supplier, or acts of the County or any other public or governmental agency or entity. An extension of time for any such cause (a "Force Majeure Delay") shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until the Borrower delivers to the County written notice describing the event, its cause, when and how Borrower obtained knowledge, the date and the event commenced, and the estimated resulting delay. Borrower shall deliver such written notice within fifteen (15) days after it first obtains actual knowledge of the event giving rise to the delay.

25. **Captions.** The captions and headings in this Promissory Note are for convenience only and are not to be used to interpret or define the provisions hereof.

26. **Joint and Several Liability.** The undersigned, if comprising more than one person or entity, shall be jointly and severally liable hereunder.

27. **Successors Bound.** This Promissory Note shall be binding upon Borrower and its heirs, successors and assigns, and shall benefit the County and its successors and assigns.

IN WITNESS WHEREOF, Borrower has executed this Promissory Note as of the day and year first set forth above.

BORROWER:

GALILEE CENTER, INC.,
a California nonprofit corporation

By: 
Gloria Gomez, Director

Date: _____

Mecca Comfort Station
Galilee Center, Mecca
November 2014

ATTACHMENT NO. 8
UCC-1 FINANCING STATEMENT
(behind this page)

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) JOHN AGUILAR
B. E-MAIL CONTACT AT FILER (optional) JOHNAGUILAR@RIVCOEDA.ORG
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px; width: fit-content;"> COUNTY OF RIVERSIDE 3403 10TH STREET, SUITE 300 RIVERSIDE, CALIFORNIA 92501 </div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME GALILEE CENTER, INC., A CALIFORNIA CORPORATION				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
PO BOX 308	MECCA	CA	92254	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
3403 10TH STREET, SUITE 300	RIVERSIDE	CA	92501	USA

4. COLLATERAL: This financing statement covers the following collateral:
See Exhibit A attached hereto and incorporated herein by this reference.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA:	

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

OR	9a. ORGANIZATION'S NAME	GALILEE CENTER, INC., A CALIFORNIA CORPORATION		
	9b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME			
	ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

OR	10a. ORGANIZATION'S NAME				
	10b. INDIVIDUAL'S SURNAME				
	INDIVIDUAL'S FIRST PERSONAL NAME				
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX	

10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
PO BOX 308	Mecca	CA	92254	USA

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

OR	11a. ORGANIZATION'S NAME				
	11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
	11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

covers timber to be cut covers as-extracted collateral is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

Union Pacific Railroad Company

16. Description of real estate:

See Exhibit B attached hereto and incorporated herein by this reference.

17. MISCELLANEOUS:

UCC-1 Financing Statement

Debtor: GALILEE CENTER, INC., a California nonprofit corporation
Secured Party: County of Riverside
Obligation Secured: \$1,700,000

EXHIBIT A

DESCRIPTION OF THE COLLATERAL

Attached to and being a part of UCC-1 Financing Statement from GALILEE CENTER, INC., a California nonprofit corporation, as Debtor, to the County of Riverside, a political subdivision of the State of California, as Secured Party.

1. All fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the property described in the attached Exhibit B, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, awnings, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, paneling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants, tax refunds, trade names, licenses, permits, Debtor's rights to insurance proceeds, unearned insurance premiums and choses in action; all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property covered by this Instrument; and all of the foregoing, together with said property are herein referred to as the "Property";

2. All of Debtor's right, title and interest in, to and under any and all leases now or hereinafter in existence (as amended or supplemented from time to time) and covering space in or applicable to the Property (together with all other leases covering space or applicable to the Property, hereinafter referred to collectively as the "Leases" and singularly as a "Lease"), together with all rents, earnings, income, profits, benefits and advantages arising from the Property and from said Leases and all other sums due or to become due under and pursuant thereto, and together with any and all guarantees of or under any of said Leases, and together with all rights, powers, privileges, options and other benefits of Debtor as lessor under the Leases, including, without limitation, the immediate and continuing right to receive and collect

UCC-1 Financing Statement

Debtor: GALILEE CENTER, INC., a California nonprofit
corporation
Secured Party: County of Riverside
Obligation Secured: \$1,700,000

all rents, income, revenues, issues, profits, condemnation awards, insurance proceeds, moneys and security payable or receivable under the Leases or pursuant to any of the provisions thereof, whether as rent or otherwise, the right to accept or reject any offer made by any tenant pursuant to its Lease to purchase the Property and any other property subject to the Lease as, therein provided and to perform all other necessary or appropriate acts with respect to such Leases as agent and attorney-in-fact for Debtor, and the right to make all waivers and agreements, to give and receive all notices, consents and releases, to take such action upon the happening of a default under any Lease, including the commencement, conduct and consummation of proceedings at law or in equity as shall be permitted under any provision of any Lease or by any law, and to do any and all other things whatsoever which Debtor is or may become entitled to do under any such Lease together with all accounts receivable, contract rights, franchises, interests, estates or other claims, both at law and in equity, relating to the Property, to the extent not included in rent earnings and income under any of the Leases;

3. All of Debtor's right, title and interest in, to and under any and all reserve, deposit or escrow accounts (the "Accounts") made pursuant to any loan document made between Debtor and Secured Party with respect to the Property, together with all income, profits, benefits and advantages arising therefrom, and together with all rights, powers, privileges, options and other benefits of Debtor under the Accounts, and together with the right to do any and all other things whatsoever which Debtor is or may become entitled to do under the Accounts;

4. All agreements, contracts, certificates, reservations, guaranties, warranties, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, pertaining to the use, occupancy, construction, management or operation of the Property and any part thereof and any improvements or respecting any business or activity conducted on the Property and any part thereof and all right, title and interest of Debtor therein, including the right to receive and collect any sums payable to Debtor thereunder and all deposits or other security or advance payments made by Debtor with respect to any of the services related to the Property or the operation thereof;

5. All trade names, trademarks, servicemarks, logos, copyrights, goodwill, books

and records and all other general intangibles relating to or used in connection with the operation of the Property; and

6. Any and all proceeds resulting or arising from any of the foregoing (collectively, the "Collateral").

EXHIBIT "B"
LEGAL DESCRIPTION
[behind this page]

LEGAL DESCRIPTION

The following real property located in the City of Mecca, County of Riverside, State of California, legally described as follows:

A LEASEHOLD INTEREST IN THAT PORTION OF THE 200 FEET WIDE STRIP OF LAND IN SECTIONS 8 AND 17, IN TOWNSHIP 7 SOUTH, RANGE 9 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, THE SOUTHWEST LINE OF SAID STRIP BEING THE CENTERLINE OF THE SOUTHERN PACIFIC COMPANY'S MAIN TRACK, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 8, WITH A LINE PARALLEL WITH AND SOUTHWEST 15.00 FEET FROM THE NORTHEAST LINE OF SAID 200.00 FEET WIDE STRIP; THENCE NORTHWEST 160.00 FEET OF SAID PARALLEL LINE; THENCE AT RIGHT ANGLES, SOUTHWEST 145.00 FEET; THENCE SOUTHEAST 600.00 FEET, PARALLEL WITH SAID NORTHEAST LINE; THENCE AT RIGHT ANGLES NORTHEAST 143.00 FEET TO FIRST SAID PARALLEL LINE; THENCE NORTHWEST 440.00 FEET ON SAID PARALLEL LINE TO THE POINT OF BEGINNING.

Mecca Comfort Station
Galilee Center, Mecca
November 2014

ATTACHMENT NO. 9
DISBURSEMENT AGREEMENT
(behind this page)

DISBURSEMENT AGREEMENT
FOR COUNTY FORGIVABLE LOAN

This Disbursement Agreement For County Forgivable Loan (" Disbursement Agreement") is entered into by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County") and GALILEE CENTER, INC., a California nonprofit corporation ("Developer") as of the Effective Date (defined below).

RECITALS

- A. The County and Developer have entered into that certain Development and Construction Agreement dated _____, 2014 ("Agreement"). All capitalized terms not defined herein shall have the meaning ascribed to such terms in the Agreement.
- B. Pursuant to the Agreement, County agreed to provide financial assistance to Developer in an amount not to exceed One Million Seven Hundred Thousand Dollars (1,700,000) to be used to pay a portion of the Development Costs to construct the Project and to operate the Project during the Covenant Period ("County Forgivable Loan").
- C. The County Forgivable Loan is evidenced by that certain County Forgivable Loan Note dated on or about the date hereof and executed by Developer in favor of the County ("County Forgivable Loan Note"); and
- D. The purpose of this Disbursement Agreement is to set forth the terms whereby the County Forgivable Loan will be disbursed to the Developer by the County.

NOW, THEREFORE, the parties agree as follows:

1. Disbursement of the County Forgivable Loan shall be subject to all terms and conditions of the County's disbursement procedures.
2. Use of County Forgivable Loan Funds. Developer shall use the County Forgivable Loan exclusively for the payment of, or reimbursement for, (i) Project costs as shown in the Project Budget approved by the Assistant CEO/EDA or designee, such payment of, or reimbursement for, Project costs to be made only after the same have been incurred by the Developer or as may otherwise be provided in the Project Budget, and (ii) payment for County approved Operating Costs.
3. General Disbursement Procedures. Subject to the satisfaction of the conditions set forth in Sections 204 and 205 of the Agreement, the County shall disburse the proceeds of the County Forgivable Loan as set forth herein.

4. Disbursement Schedule for Development Costs. Subject to Developer's satisfaction of certain conditions precedent set forth in the Agreement and the milestones identified below, the disbursement of County Forgivable Loan funds from the County to Developer to pay Development Costs shall occur as follows:

- a. \$75,000 to be used for Eligible Predevelopment Costs (as defined in the Agreement) to be disbursed upon execution of Agreement by County and Developer, provided such Agreement has been approved by County's Board of Supervisors;
- b. \$125,000 to be disbursed upon issuance of County Building Permit;
- c. \$125,000 to be disbursed upon issuance of Notice to Proceed to Developer's General Contractor ;
- d. \$125,000 to be disbursed upon issuance of Will Serve Letters by the Coachella Valley Water District and the Gas Company;
- e. \$125,000 to be disbursed upon issuance of Encroachment Permit by Riverside County Transportation Department ;
- f. \$125,000 to be disbursed upon 25% construction completion as certified by County and Developer;
- g. \$125,000 to be disbursed upon 50% construction completion as certified by County and Developer;
- h. \$125,000 to be disbursed upon 75% construction completion as certified by County and Developer;
- i. \$125,000 to be disbursed upon 100% construction completion as certified by County and Developer and issuance of a certificate of occupancy by the County ; and
- j. \$125,000 to be disbursed upon Completion (as defined in the Agreement) and approval of final draw request.

At each stage of construction completion, Developer shall submit to County copies of the certified payrolls of all contractors and sub-contractors performing work on the Project along with each invoice submitted in connection with an Application for Payment as further discussed in Section 5 below.

5. Disbursement for Development Costs. The County shall disburse the County Forgivable Loan to pay eligible Project costs, as follows:

a. Disbursements shall be made upon submission of a written itemized statement upon the satisfaction of the milestones set forth in Section 4 above, signed by Developer ("Application for Payment").

b. All County Forgivable Loan funds shall be spent exclusively on soft costs and hard costs relating to the Development of the Property pursuant to the Agreement and Scope of Development approved by the County only and for no other purpose.

c. The final draw of County Forgivable Loan funds to be used to pay Development Costs in the amount of \$125,000 shall not be disbursed until at least thirty-five (35) days after the Notice of Completion has been recorded.

d. Each Application for Payment shall set forth:

(1) A description of the work performed, material supplied and/or Project costs incurred or due for which disbursement is requested; and

(2) The total amount incurred, expended and/or due for each requested item of Project cost, less prior disbursement.

e. In addition to the certified payroll records required in Section 4 above, each Application for Payment shall be accompanied by copies of paid invoices and unconditional or conditional (upon receipt of payment) lien releases for construction costs paid with the proceeds of the prior Application for Payment (except for the first Application for Payment), which invoices and lien releases shall be considered a part of each Application for Payment.

f. Within fifteen (15) business days after receipt of an Application for Payment, the Assistant CEO/EDA or designee shall determine the amount of the Application for Payment to be approved and notify the Developer in writing.

g. Any item in the draw request which is not specifically approved within fifteen (15) business days shall be deemed disapproved. In the event the County disapproves any portion of the amount requested by Developer in a draw request, the County shall promptly notify the Developer of the disapproved amount and the reason therefor via electronic email and first class mail.

h. In the event that any item shall be disapproved or deemed disapproved, the Developer and County shall meet to promptly and in good faith attempt to resolve the matter to their mutual satisfaction. In the event of any dispute, the County shall approve the amount of the draw request not in dispute and fund any disputed amounts promptly upon resolution of the dispute.

i. The County shall have the right to inspect the Property during the development of the Project. Inspection of the Property shall be for the sole purpose of protecting the security of the County and is not to be construed as a representation by the County that there has been compliance with the plans approved for the development of the Project or that the Property will

be free of faulty materials or workmanship. The Developer may make or cause to be made such other independent inspections as the Developer may desire for its own protection.

j. The County shall disburse the approved amounts to pay eligible Project costs promptly upon approval of the applicable Application for Payment.

k. The County shall have the right to condition any disbursement upon the receipt and approval of such documentation, evidence or information that the Assistant CEO/EDA or designee may request, including, but not limited to, vouchers, invoices, and architect's inspector's and/or engineer's periodic certifications of the percentage and/or stage of construction that has been completed. In addition, the County Assistant CEO/EDA or designee shall have the right in its sole discretion to make disbursements directly to third parties entitled to such payment.

l. Any cost overruns shall be the sole responsibility of Developer.

6. Disbursement Schedule for Operating Costs. Subject to the satisfaction of certain conditions precedent set forth in the Agreement, County shall disburse the balance of the County Forgivable Loan to pay Operating Costs as set forth below.

Subject to Developer's satisfaction of the conditions precedent to disbursement of the remaining balance of the County Forgivable Loan to pay Operating Costs set forth in Section 205 of the Agreement, the disbursement of County Forgivable Loan funds by the County to Developer to be used to pay Operating Costs will occur on an annual basis, during the ten (10) year Covenant Period, commencing from the date of the Notice of Completion, and on or before March 1st for every year after Year 1. The continued disbursement of County Forgivable Loan funds for Operating Costs shall be contingent on the Developer's submission to the County of an Annual Operating Budget for the Mecca Comfort Station (as required pursuant to the Agreement) and the County's approval thereof. The County shall have no obligation to disburse funds to be used toward Operating Costs to Developer after the expiration of the Covenant Period. The disbursement schedule is as follows:

[Remainder of Page Intentionally Blank]

[Continues on Following Page]

DISBURSEMENT SCHEDULE FOR OPERATING COSTS

**From Balance of County
Forgivable Loan After
Disbursement for Development
Costs**

Year 1 - \$50,000
Year 2 - \$50,000
Year 3 - \$50,000
Year 4 - \$50,000
Year 5 - \$50,000
Year 6 - \$50,000
Year 7 - \$50,000
Year 8 - \$50,000
Year 9 - \$50,000
Year 10 - \$50,000

The term "Year" as used herein shall be as defined in the Agreement.

7. Supervision of Construction. The County and Developer agree that the County shall not be under any obligation to develop or cause the development of the Project on the Property, or to supervise any construction on the Property, and shall not be responsible for inadequate or deficient contractors, subcontractors, materials, equipment or supplies. The County and Developer agree that they are not the agent of the other of them nor are they partners or joint venturers.

8. Effective Date. The Effective Date shall be the date the parties execute this Disbursement Agreement. If the parties execute this Disbursement Agreement on more than one date, then the last date this Disbursement Agreement is executed by a party shall be the effective date.

9. Integrated Agreement. This Disbursement Agreement is made for the sole benefit and protection of the parties hereto and no other person or persons shall have any right of action or right to rely hereon. As this agreement contains all the terms and conditions agreed upon between the parties in connection with the disbursement of the County Forgivable Loan, except for the Agreement, no other agreement regarding the subject matter thereof, shall be deemed to exist or bind any party unless in writing and signed by the party to be charged.

10. Termination of this Agreement. This agreement shall terminate when the County Forgivable Loan funds have been fully disbursed.

IN WITNESS WHEREOF, the County and Developer have executed this Disbursement Agreement as of the dates set forth below.

“COUNTY”

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

By: _____
Jeff Stone,
Chair Board of Supervisors

Date: _____

“DEVELOPER”

THE GALILEE CENTER, INC., a California nonprofit corporation

By: *Gloria Gomez*
Gloria Gomez,
Director

Date: _____

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

By: _____

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

By: *Jhaila R. Brown*
Deputy, Jhaila R. Brown

Mecca Comfort Station
Galilee Center, Mecca
November 2014

ATTACHMENT NO. 10
DESCRIPTION OF PREDEVELOPMENT EXPENSES

<u>Description</u>	<u>Amount</u>
Architecture – Sillman Wright Architects	\$ 42,500
Civil Engineer – MSA	\$ 25,000
Building Department	
Plan Check, Permit and Inspection	\$ 8,500
Fire Department	
Plan Check, Permit and Inspection	\$ 5,500
Geotechnical Report	\$ 4,500
Utility Deposits	
Coachella Valley Water District – Sewer	\$ 30,000
Coachella Valley Water District – Water	\$ 97,000
Southern California Gas Company – Gas	\$ 25,000
Verizon – Telephone and Internet	\$ 10,000
Imperial Irrigation District – Electrical	\$ 10,000

Mecca Comfort Station
Galilee Center, Mecca
November 2014

**ATTACHMENT NO. 11
CERTIFICATE OF COMPLETION**

NO FEE RECORDING PURSUANT TO
GOVERNMENT CODE SECTION 6103

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

County of Riverside
Economic Development Agency
3403 10th Street, Suite # 400
Riverside, CA 92501

Attn: Assistant County Executive Officer/EDA

(Space Above for Recorder's Use.)

CERTIFICATE OF COMPLETION

THIS CERTIFICATE OF COMPLETION (the "Certificate") is made by the **COUNTY OF RIVERSIDE**, a public body, corporate and politic (the "County"), in favor of **THE GALILEE CENTER, INC.**, a California nonprofit, as of the date set forth below.

RECITALS

A. County and the Developer have entered into that certain Development and Construction Agreement (the "DA") dated _____, 2014 concerning the development of certain real property situated in the County of Riverside, California, as more fully described in Exhibit "A" attached hereto and made a part hereof (the "Site"). All capitalized terms not defined herein shall have the meaning ascribed to them in the DA.

B. As referenced in Section 325 of the DA, County is required to furnish the Developer or its successors with a Certificate of Completion upon completion of construction of the "Improvements" (as defined in the DA). This Certificate is conclusive determination of satisfactory completion of the construction and development required by the DA.

C. County has conclusively determined that the construction and development of the Project has been satisfactorily completed.

NOW, THEREFORE, County hereby certifies as follows:

1. County does hereby certify that the Improvements to be constructed by the Developer have been fully and satisfactorily completed in full conformance with the DA.

2. This Certificate shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance construction work on the Site, or any part thereof.

3. This Certificate shall not constitute evidence of Developer's compliance with those covenants in the DA that survive the issuance of this Certificate.

4. This Certificate is not a Notice of Completion as referred to in California Civil Code Section 3093.

Mecca Comfort Station
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5. Nothing contained in this instrument shall modify in any other way any other provisions of the DA (including without limitation to the attachments thereto).

IN WITNESS WHEREOF, County has executed this Certificate of Completion this
_____ day of _____, 201__.

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

By: _____
Assistant County Executive Officer/EDA

Mecca Comfort Station
Galilee Center, Mecca
November 2014

Exhibit A to Attachment No. 11
LEGAL DESCRIPTION

The following real property in the City of Mecca, County of Riverside, State of California:

A LEASEHOLD INTEREST IN THAT PORTION OF THE 200 FEET WIDE STRIP OF LAND IN SECTIONS 8 AND 17, IN TOWNSHIP 7 SOUTH, RANGE 9 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, THE SOUTHWEST LINE OF SAID STRIP BEING THE CENTERLINE OF THE SOUTHERN PACIFIC COMPANY'S MAIN TRACK, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 8, WITH A LINE PARALLEL WITH AND SOUTHWEST 15.00 FEET FROM THE NORTHEAST LINE OF SAID 200.00 FEET WIDE STRIP; THENCE NORTHWEST 160.00 FEET OF SAID PARALLEL LINE; THENCE AT RIGHT ANGLES, SOUTHWEST 145.00 FEET; THENCE SOUTHEAST 600.00 FEET, PARALLEL WITH SAID NORTHEAST LINE; THENCE AT RIGHT ANGLES NORTHEAST 143.00 FEET TO FIRST SAID PARALLEL LINE; THENCE NORTHWEST 440.00 FEET ON SAID PARALLEL LINE TO THE POINT OF BEGINNING.



NOTICE OF EXEMPTION

December 4, 2014

Project Name: County of Riverside, Mecca Comfort Station Project

Project Number: FM08110006537

Project Location: 66-101 Hammond Road, Mecca, California 92236;
Assessor Parcel Number(s) 727-185-004 and 727-272-012 (see attached exhibit)

Description of Project: In May 2000, the County of Riverside (County) entered into a Voluntary Compliance Agreement (Voluntary Compliance Agreement) with the U.S. Department of Housing and Urban Development (HUD). A main component of the agreement was for the County to provide programs, facilities and services that address the needs of farmworkers in the Mecca, Thermal, Oasis and North Shore communities. The County has met those obligations through various programs and projects in the Coachella Valley. However, despite the County's ongoing effort in providing shower, restroom, and laundry facilities, a permanent solution has remained elusive due to issues with funding and location of the facilities.

On April 22, 2014 the Board of Supervisors (BOS) approved Resolution No. 2014-094 authorizing a commitment of \$1.7 million dollars (Comfort Station Funding) to Galilee Center, Inc., (Galilee Center) for the development of the Mecca Comfort Station, located at 66-101 Hammond Road, Mecca, California (property), which commitment was valid until June 30, 2014. The funding commitment was extended by the BOS on July 29, 2014 pursuant to Resolution No. 2014-170 until March 30, 2015, which allowed for additional time to negotiate and execute an agreement between the Galilee Center and the County. The Galilee Center and County staff have negotiated a proposed Development and Construction Agreement for the construction and operation, for a minimum 10 year period, for the construction of showers, restrooms and laundry facilities (Project) for the BOS's consideration. The proposed Development and Construction Agreement satisfies the conditions precedent set forth in the Resolutions. The Mecca Comfort Station will benefit migrant farmworkers and members of the community. In order to meet the County's obligation to HUD for a permanent facility, alternate funding through the County's General Fund and grant funds have been identified for the Project.

The existing property at 66-101 Hammond Road, Mecca, is currently operated as a distribution center benefiting the underprivileged and disadvantaged by providing food, clothing, and other basic needs. The Project provides part of the financing for the development of a portion of the property involving the interior rehabilitation of the existing facility to include shower, restroom, laundry facilities, and adequate parking. The majority the improvements will occur within the interior of the existing facility, aside from sealing and restriping the existing parking lot. The tenant improvements are not anticipated to involve any changes to land use, the existing building (apart from interior), or the environment. No new development, major exterior construction, or increase in the size of the property is proposed or authorized as part of this Project. The operation of the site will continue to be similar to ongoing uses of the site for

P.O. Box 1180 • Riverside, California • 92502 • T: 951-955-8916 • F: 951-955-6886 • www.rivcoeda.org

Administration
Aviation
Business Intelligence
Cultural Services
Community Services
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Housing
Housing Authority
Information Technology
Maintenance
Marketing

Economic Development
Edward-Dean Museum
Environmental Planning
Fair & National Date Festival
Foreign Trade
Graffiti Abatement

Parking
Project Management
Purchasing Group
Real Property
Redevelopment Agency
Workforce Development

commercial purposes and will not result in a substantial new use of the site or an increase in the intensity of the use of the site. While some construction would occur, any construction impacts would be minimal and once operational, no additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency

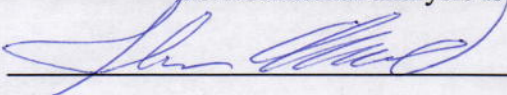
Exempt Status: California Environmental Quality Act (CEQA) Guidelines, Section 15301, Existing Facilities, Class 1 and General Rule Exemption Section 15061

Reasons Why Project is Exempt: The Project is 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 any impacts to scenic resources, historic resources, or unique sensitive biological environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The Development and Construction Agreement for the physical improvements and operation of an existing facility for a proposed farmworkers facility is not anticipated to result in any significant physical environmental impacts. The existing structures are in an existing developed area, with no vacant or raw land that would be impacted by the Project.

- Section 15301 – Class 1 Existing Facilities Exemption. This exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The Project as proposed is the physical improvements and operation of a proposed farmworkers facility. As previously discussed, the improvements focus on upgrading the interior of the structures for farmworkers with minimal exterior improvements. The addition of parking will not result in additional impacts related to traffic, parking, or visual impacts. No substantial construction impacts would occur and once the improvements are complete, the facility will continue to operate in a similar use, capacity, and intensity. The physical improvements will not increase or expand the use of the site and the improvements themselves are only minor in scale and intensity. Therefore, the Project meets the scope and intent of the Class 1 Exemption.
- Section 15061 – General Rule or “Common Sense” Exemption. The State CEQA Guidelines provides this exemption based upon the general rule that CEQA only applies to projects with the potential to cause a significant effect on the environment. With certainty, there is no possibility that the proposed Project may have a significant effect on the environment. The physical improvements and operation of an already existing distribution center will not have an effect on the environment. The use and operation of the facility will be substantially similar to the existing uses and will not create any new environmental impacts to the surrounding area. Construction activities will be limited and once operational, no additional impacts beyond the ongoing use of the site are anticipated. The vast majority of the construction will occur within the existing structures. The parking lot will receive a slurry seal and restriping and would continue to operate in a similar manner and will not significantly increase the capacity of the lot, resulting in any traffic impacts to the surrounding area. Only minor air quality emissions would occur during construction, and no significant air quality impacts or traffic impacts during construction would occur. Operational impacts would remain the same as they

currently exist. 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.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency 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: 12/4/14

John Alfred, Acting Senior Environmental Planner
County of Riverside, Economic Development Agency

Mecca Comfort Station
Galilee Center, Mecca
November 2014

ATTACHMENT NO. 1
SITE MAP

EXHIBIT A



DISCLAIMER
This map was prepared by the County of Indianapolis Economic Development Agency. The County of Indianapolis is not responsible for the accuracy or completeness of the information contained herein. The County of Indianapolis is not responsible for any errors or omissions in this map. The County of Indianapolis is not responsible for any damages or losses resulting from the use of this map. The County of Indianapolis is not responsible for any claims or liabilities arising from the use of this map.



Legend
[Black Outline] Galilee Center Parcels

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: County of Riverside, Mecca Comfort Station Project

Accounting String: 30100-7200800000-542040-FM08110006537

DATE: December 4, 2014

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: John Alfred, Acting Senior Environmental Planner, Economic Development Agency

Signature:  _____

PRESENTED BY: Anna Rodriguez, EDA Development Manager, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: _____

DATE: _____

RECEIPT # (S) _____